



**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

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# AGENDA

## Fort Smith Board of Directors REGULAR MEETING March 3, 2026 ~ 6:00 p.m. Blue Lion 101 North 2nd Street Fort Smith, Arkansas

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

[https://fortsmithar.granicus.com/ViewPublisher.php?view\\_id=1](https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1)

### INVOCATION & PLEDGE OF ALLEGIANCE

### ROLL CALL

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

### APPROVE MINUTES OF THE FEBRUARY 17, 2026 REGULAR MEETING

### ITEMS OF BUSINESS

1. Resolution approving and authorizing execution of an Agreement and Order of Modification to Consent Decree ~ *Kemp/Rego placed on agenda at the February 24, 2026 study session ~ (City Administrator)* ●
2. Ordinance amending the Master Land Use Plan map, rezoning identified property and amending the zoning map (*Master Land Use Plan: Residential Attached to Mixed Use Residential / Rezoning: Planned Zoning District (PZD Ord. No. 36-22) to Planned Zoning District (PZD) at 5300 Heather Ridge Street*) (*Planning & Zoning*)
3. Ordinance zoning identified property and amending the zoning map (*Not Zoned to Transitional (T) at 7208 Mahogany Avenue*) (*Planning & Zoning*)

4. Ordinance repealing Ordinance No. 5-26 and terminating the contracts with Royal Ridge Construction, LLC authorized thereby ~ *Kemp/Good placed on agenda at the February 17, 2026 regular meeting ~ (City Administrator)*
5. Ordinance authorizing the appropriation of insurance proceeds for various city departments and amending the 2026 Operating Budget (*Finance*)
6. Consent Agenda
  - 6A. Resolution authorizing the City Administrator to submit an FY2027 Community Project Funding request to the Office of United States Congressman Steve Womack for the replacement of water meters (*City Administrator*)
  - 6B. Resolution approving and authorizing execution of services contract with Colin Baenziger & Associates (*Not to exceed \$33,500.00 / Not Budgeted / City Administrator - Operating Budget*) ~ *Kemp/Martin placed on agenda at the February 24, 2026 study session ~ (Human Resources)*
  - 6C. Resolution approving and authorizing a proposal (work order) with SCS Engineers for professional air compliance services for the Solid Waste Services Landfill Operations Division (*\$127,600.00 / Budgeted / Solid Waste Services - Landfill Inspection and Testing - 63052104-520300*) (*Solid Waste Services*)
  - 6D. Resolution approving and authorizing an agreement with Cubic Transportation Systems, Inc. (known as UMO) for the purchase of a fare collection and trip planning system for the Fort Smith Transit Department (*\$99,042.75 / Budgeted / Transit - Capital Outlay, Other Equipment 01016550-531600*) (*Transit*) ♦
  - 6E. Resolution approving and authorizing the execution of an agreement with Fort Smith EMS to provide emergency medical dispatch services for the River Valley Communications Center (*\$125,000.00 / Budgeted / RVCC - 911 Fund*) (*Public Safety Communications*)
  - 6F. Resolution approving and authorizing execution of an agreement with Everbridge, Inc. to purchase mass notification software for the River Valley Communications Center (*\$97,097.00 / Budgeted / RVCC - 911 Fund*) (*Public Safety Communications*)
  - 6G. Resolution accepting bids and authorizing the purchase of three (3) GMC Terrain-Elevation sport utility vehicles for the Fort Smith Police Department Criminal Investigations Division (*2026 CIP*) (*\$85,200.00 / Budgeted / Police - 1/8 Cent Sales and Use Tax*) (*Police*)
  - 6H. Resolution accepting bids and authorizing the purchase of two (2) Ford Maverick XL pickup trucks including a bedcover for the Fort Smith Police Department Criminal Investigations Division (*2026 CIP*) (*\$58,286.00 / Budgeted / Police - 1/8 Cent Sales and Use Tax*) (*Police*)
  - 6I. Resolution accepting bids and authorizing the purchase of two (2) Police K9 vehicles and up-fitting equipment for the Fort Smith Police Department (*2026 CIP*) (*\$147,806.38 / Budgeted / Police - 1/8 Cent Sales and Use Tax*) (*Police*)

- 6J. Resolution accepting bids and authorizing the purchase of two (2) Dodge Durango Pursuit AWD SUVs and two (2) Dodge Ram 2500 pickup trucks with up-fitting equipment (2026 CIP) (\$249,020.96 / Budgeted / Police - 1/8 Cent Sales and Use Tax) (Police)

**OFFICIALS FORUM - presentation of information requiring no official action**

- Mayor
- Directors
- City Administrator

**ADJOURN**

## MEMORANDUM



**TO:** Honorable Mayor and Members of the Board of Directors  
**CC:** Paul Calamita, Jerry Canfield  
**FROM:** Jeff Dingman, Acting City Administrator  
**DATE:** February 25, 2026  
**SUBJECT:** Proposed Agreement and Order of Modification to Consent Decree

### **SUMMARY**

The Board of Directors reviewed a proposed "Agreement and Order on Modification to Consent Decree" document from the US Department of Justice at the February 24, 2026 study session. The document is attached, and includes the time extension and technical considerations that the City has been seeking for several years. The USDOJ/EPA and the State of Arkansas reviewed this document and it has now been sent to the City for the Board's consideration. The City's attorney Paul Calamita attended the study session to address the Board's questions specific to the modification and its ultimate impact on the City's status on enforcement issues both with and without approval of the modification.

The key changes to the Consent Decree contained in the Agreement and Order on Modification document are as follows:

- 11.5 year extension of the original 12-year deadline to complete all CD work, extending the deadline from 1/1/27 to 6/30/38
- Memorializes that all of the City's Remedial Measures Plans have been approved by EPA (Page 9, Para 17)
- Allows the City to use engineering judgment to determine which NASSCO 4 or 5 defects either have caused or are likely to cause an SSO – triggering an obligation to resolve the defect. (Page 9, Para 18).
- Revises the requirement for the City to remediate specific numbers of sewer lines and manholes each year to a three-year average requirement. This will give the City important flexibility to prioritize its work rather than having to drop higher priority items to remediate an arbitrary number of sewer lines/manholes. Pages 9-10, Para 17.
- Makes it a condition of the modified Consent Decree that the City increase sewer rates by 3.5 percent annually through 2030 (as we have already done by ordinance). (Page 13).
- Requires that we raise rates in the years beyond 2030, as necessary, to comply with the requirements of the Consent Decree (unless there are other sources of funds to offset the need for rate revenue). (Page 13).
- Requires the City to submit a Financial Management Plan within 180 days after the Court enters the modification (Entry may occur in the June/July 2026 timeframe). The FMP will be updated, as warranted, in each annual report. Page 15, Para 62).
- Extended the deadline for the City to complete the Supplemental Environmental Project by 11.5 years - from 1/1/27 to 6/30/38. (Page 16, Para 5.)
- Added stipulated penalties if we fail to timely submit an annual report. (Page 17, Para 7).

- EPA agreed that any failure by the City to timely assert that a force majeure (beyond our control) event precluded compliance could be waived by EPA as opposed to current CD language that precludes the City's assertion of a force majeure event if timely notice is not provided. (Page 18, Para 122).
- EPA agreed to revise the dispute resolution procedure to impose a shot-clock on EPA to submit a statement of position should it disagree with a dispute raised by the City. This is a critical change that makes the Fort Smith CD consistent with virtually every other CD. Without the shot clock on EPA, the Agencies could prevent the City from obtaining Judicial review of disputes. (Page 19, Para 126)
- EPA agreed that changes in interim (not the final program end date of 6/30/38) deadlines of 12 months or less can be adopted as minor modifications rather than major modifications (requiring national public notice and approval by the Court). (Page 20, Para 10)

Mr. Calamita conveyed that this modification of the Consent Decree is favorable to the City and recommended that the City approve and execute the modification order and then address any other matter, including potential stipulated penalties, separately. The modification's provision that the DOJ must respond timely to disputes the city may have on matters going forward provides the City with a path toward adjudication of those matters by the Court. Importantly, the modification secures the critically-needed 11.5-year time extension for the completion of Consent Decree work and puts the City back in compliance with the Consent Decree.

The case teams for the United States and the State of Arkansas are prepared to recommend this draft as finalized for approval to officials at the USEPA, USDOJ, and the State with final settlement authority. Upon the City Board's agreement and approval of the modification terms, the final document will be circulated for signature first to the City and then to US and state officials. Once approved and signed by all parties, the DOJ will lodge the final document with the federal District Court and publish notice of the proposed Agreement in the Federal Register to meet public notice and comment requirements. Even after signature, the Agreement remains subject to final approval and entry as an order by the federal District Court and is not binding or effective until entry of that court order.

This modification is what the City has been working toward since the inception of the Consent Decree in 2015 and is the reason the City worked through the difficulties of developing a 10-year financial plan which included commitment to sales tax elections, gaining voter approval, issuing sales tax bonds, and adjusting sewer rates all while continuing to assess and remediate sewer system deficiencies and capacity issues.

Upon culmination of discussion, the Board placed a resolution on the March 3 regular meeting to consider approval of the proposed Agreement and Order on Modification to the Consent Decree (or substantively similar) document. Such resolution is attached.

Please contact me if you have questions related to this agenda item.

## **ATTACHMENTS**

1. [20260303\\_Resolution\\_-\\_Approve\\_and\\_Authorize\\_Agreement\\_and\\_Order\\_on\\_Modification.pdf](#)
2. [20260224\\_ENV\\_ENFORCEMENT-#5252439-v1-Fort\\_Proposed\\_Final\\_Agreement\\_and\\_Order\\_on\\_Modification\\_SubjecttoApprovalbyAuth](#)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT AND ORDER OF MODIFICATION TO CONSENT DECREE

WHEREAS, on January 2, 2015 the United States of America, on behalf of the United States Environmental Protection Agency, and the State of Arkansas filed a civil action against the City of Fort Smith for numerous Sanitary Sewer Overflows (“SSOs”) in violation of Section 301(a) of the Clean Water Act, 33 U.S.C. § 1311, and for failing to properly operate and maintain its Wastewater Collection and Treatment System (“WCTS”) to mitigate the impacts of SSOs; and

WHEREAS, the parties negotiated the 2015 Consent Decree, entered as a judgment on April 6, 2015 to resolve the claims in the Complaint. The Consent Decree requires, among other requirements, that the City complete assessment and remediation of condition defects and capacity constraints in its WCTS over a twelve-year period ending January 2, 2027; and

WHEREAS, the City of Fort Smith has taken affirmative measures to address WCTS deficiencies and secure funding for Consent Decree work but nevertheless seeks modification of the compliance schedule and work required in the 2015 Consent Decree to reflect the additional time needed in response to significantly increased costs, unanticipated obstacles – such as COVID 19, the flood of 2019, and historic inflation – and to better prioritize system improvements; and

WHEREAS, the parties, upon approval from the Agencies’ management will propose and seek approval of the federal District Court to modify the 2015 Consent Decree as set forth in the Agreement and Order On Modification to Consent Decree, incorporated herein by reference.

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

Section 1. The Agreement and Order of Modification to Consent Decree, incorporated herein by reference, is hereby approved.

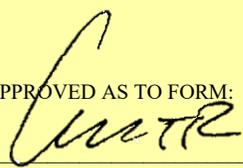
Section 2. The City Administrator and the City Attorney are hereby authorized, on behalf of the City of Fort Smith, to execute the Agreement and Order of Modification to Consent Decree, in substantially the same form presented to the Board on March 3, 2026, and any relevant documents required for the processing thereof through the federal District Court.

This Resolution adopted this \_\_\_\_\_ day of March, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

**CONFIDENTIAL SETTLEMENT COMMUNICATION SUBJECT TO FRE 408  
PROPOSED FINAL DRAFT: SUBJECT TO FINAL APPROVALS  
BY OFFICIALS WITH SETTLEMENT AUTHORITY**

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT  
OF ARKANSAS, FORT SMITH DIVISION

|                               |   |                                 |
|-------------------------------|---|---------------------------------|
| UNITED STATES OF AMERICA and  | ) |                                 |
| STATE OF ARKANSAS,            | ) |                                 |
|                               | ) |                                 |
| Plaintiffs,                   | ) | C.A. 2:14-cv-002266-PKH         |
|                               | ) | (Closed Case)                   |
| v.                            | ) | District Judge P.K. Holmes, III |
|                               | ) |                                 |
| CITY OF FORT SMITH, ARKANSAS, | ) |                                 |
|                               | ) |                                 |
| Defendant.                    | ) |                                 |
|                               | ) |                                 |

**AGREEMENT AND ORDER ON MODIFICATON TO CONSENT DECREE**

**BACKGROUND**

WHEREAS, Section 301(a) of the Clean Water Act (“CWA”), 33 U.S.C. § 1311(a), prohibits the discharge of any pollutants except as authorized by, and in compliance with, certain enumerated sections of the CWA, including Section 402 of the CWA, 33 U.S.C. § 1342, which authorizes the issuance of National Pollution Discharge Elimination System (“NPDES”) permits. On January 2, 2015, the United States, on behalf of the United States Environmental Protection Agency, and the State of Arkansas filed a civil action against the City of Fort Smith for numerous unpermitted and illegal discharges of untreated sewage from its sanitary sewer system (“sanitary sewer overflows” or “SSOs”) in violation of Section 301(a) of the CWA, 33 U.S.C. § 1311, and for failing, among other things, to properly operate and maintain its collection system and to mitigate the impacts of SSOs in accordance with the City’s National Pollutant Discharge Elimination System (“NPDES”) Permit No. AR0033278 and NPDES Permit No. AR0021750.

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WHEREAS, the parties negotiated the 2015 Consent Decree, entered as a judgment on April 6, 2015 (ECF No.3-1), to resolve the claims in the Complaint. The Consent Decree has the express objectives of eliminating SSOs from the City’s wastewater collection and transmission system (“WCTS”) and the City’s proper operation and maintenance of its WCTS. (Decree ¶ 3). Among other requirements, the Consent Decree requires that the City complete the assessment and remediation of condition defects and capacity constraints in the WCTS over a period of twelve (12) years (by January 2,2027) in accordance with interim deadlines for the work.

WHEREAS, SSOs have continued to occur since the Effective Date of the Consent Decree. The City has not met deadlines for work under the Decree since 2019 and the work is falling further behind while SSOs continue to occur. The City contends that it cannot meet the 12-year schedule and seeks a modification of the Consent Decree to extend the schedule for work. The City also contends that a potential extension of up to five (5) years that was available under Section V, Article Nine of the Consent Decree (Schedule Reconsideration Based on Financial Circumstances), upon a showing of financial burden, is insufficient.

WHEREAS, the City experienced a historic 500-year flood in 2019 which the City represents resulted in approximately \$14.2 million dollars in damage to key wastewater infrastructure including key pump stations and the City’s largest wet weather sewage storage basin (the Sunnymeade Basin), which was out of service for twenty-two (22) months.

WHEREAS, the City asserts that the occurrence of the 2019 flood of record coincides with the City falling behind the deadlines for work under the Decree because, among other things, the system damage forced the City to divert Consent Decree compliance dollars to repair the damage.

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WHEREAS, the Federal Emergency Management Agency reimbursed the City \$10.6 million out of the \$14.2 million in damages with most of those funds not coming until December 2023 and the final payment not until May 2025).

WHEREAS, the City represents that it also suffered the effects of the global Covid-19 Pandemic beginning in 2020 and extending through 2022, which impacted the City's ability to meet Consent Decree requirements.

WHEREAS, the United States contends that Fort Smith did not provide adequate information to support its force majeure notices related to Covid-19 as required by the force majeure provisions in Section XIII of the Consent Decree.

WHEREAS, after engaging in the non-judicial dispute resolution process under the Consent Decree, in filings with the Court in October 2020, the City sought unilateral modification of the Consent Decree pursuant to F.R.C.P. 60(b)(1) and (6) to extend the schedule by eight (8) years and reduce work requirements. The United States opposed the City's modification request, and the Court ultimately denied the City's unilateral modification request in an Opinion and Order dated March 19, 2021 (ECF# 45).

WHEREAS, the City represents that it spent approximately \$136 million between 2015 to the end of 2024 toward Consent Decree requirements.

WHEREAS, the City represents that the estimated total cost of Consent Decree and NPDES permit compliance has increased, indexed for inflation, to almost \$800 million through 2038.

WHEREAS, the Parties are engaged in dispute resolution under Section XIV of the Consent Decree concerning the City's claims of force majeure due to Covid-19 and the City's request for modification of the Consent Decree.

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WHEREAS, the City has agreed to withdraw its dispute resolution within 10 days of the entry of this modification of the Consent Decree.

WHEREAS, Plaintiffs and the City have continued to discuss the City's noncompliance with the Consent Decree schedule and potential modifications of the Consent Decree. During those discussions, the City has provided extensive financial information to the United States. Given the lapse of time since the Effective Date of the Consent Decree in April 2015, the City's inability to meet interim deadlines for performance of work in the absence of additional funding, the asserted force majeure events, and the significant increase in the cost of compliance, it is apparent to the Parties that the City will not meet the 12-year deadline for completion of the work by January 2, 2027. The Parties, therefore, have agreed to modify the interim deadlines and extend the final deadline for completion of work in the Consent Decree by eleven (11) years and six months (for a total Consent Decree term of 23.5 years) subject to the conditions set forth below. The modification requires that the City prioritize efforts to eliminate recurring and high volume SSOs consistent with the provisions below.

WHEREAS, the City acknowledges that, as of January 2025, its sewer rate and dedicated sales tax revenues were insufficient to fund the remediation and maintenance work required by this Decree under the current 12-year schedule or even under the modified 23.5 year compliance schedule set forth herein.

WHEREAS, the City raised sewer rates during the period of 2015 – 2017 [such that the average monthly household wastewater bill increased 159 percent (assuming 5 CCF/month or 3,740 gallons) from \$18.08 in 2014 to \$46.75 in 2017.

WHEREAS, the City asserts that this increase was estimated to provide adequate funding for the Consent Decree program at the original program cost. The City did not again raise sewer rates during

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the years 2018 to June 2025 but, instead, adopted a Sales and Use Tax in 2022 to help fund the Consent Decree.

WHEREAS, the City enacted a Sales and Use Tax (“SUT”) extension, Ordinance 20-22, approved by voters in May 2022, that dedicated a portion of the SUT revenues to Consent Decree projects on a pay-as-you-go basis. In the absence of a court order requiring greater rate increases, the ordinance prohibited rate increases before June 2025 and then allowed increased sewer rates thereafter by 3.5% annually through May 31, 2030. The Ordinance also precludes the use of the dedicated SUT revenue to finance bonds.

WHEREAS, Plaintiffs’ agreement to the schedule modifications herein is in reliance on the City’s commitment to raise additional funding adequate to complete the Consent Decree work in accordance with the modified schedule.

WHEREAS, in response to discussions among the Parties, the City has taken affirmative measures to raise additional funding for sewer operation and maintenance and for Consent Decree work.

WHEREAS, on February 21, 2025, the City enacted Ordinance 18-25 which requires annual sewer rate increases of 3.5% per year for 2025 through 2030 commencing June 1, 2025, and increasing each January 1<sup>st</sup> thereafter, to support the operation and maintenance of the WCTS.

WHEREAS, on February 21, 2025, the City Board of Directors passed a resolution to submit to public vote on May 13, 2025, Ordinance 19-25 amending SUT Ordinance 20-22 (levying a 0.75% sales tax) to extend the expiration date of the SUT from December 31, 2030 to December 31, 2059, and to authorize the use of five-eighths (5/8) of the revenue from this SUT (equaling .625 of one percent) to fund sewer system improvements and Consent Decree work

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and to repay and secure up to \$385 million in bonds to finance Consent Decree capital projects.

On May 13, 2025, City of Fort Smith voters approved Ordinance 19-25.

WHEREAS, on February 21, 2025, the City Board of Directors passed a resolution to submit to public vote on May 13, 2025, Ordinance 20-25 amending SUT Ordinance 72-58 (levying a one percent sales tax for streets, bridges and draining) to extend this SUT through December 31, 2059, and to authorize the use of three-eighths (3/8) percent of revenue from this SUT (equaling .375 percent of one percent) for sewer system improvements and Consent Decree work and to repay and secure bonds issued to finance Consent Decree capital projects. On May 13, 2025, City of Fort Smith voters approved Ordinance 20-25.

WHEREAS, on February 21, 2025, the City Board of Directors resolved to submit to public vote on May 13, 2025, an ordinance authorizing the issuance of bonds by “the City of Fort Smith in the maximum principal amount of \$385,000,000 to finance costs of betterments and improvements to the City’s sewer system including particularly, without limitation, consent decree sewer improvements, and, in order to pay the bonds, the pledge of 37.5% of collections received by the City of a 1% local sales and use tax within the City levied by the City under Ordinance No. 72-85 of the City adopted August 13, 1985, as amended, and the pledge of 83.3% of the collections received by the City of a 0.75% local sales and use tax within the City levied by the City under Ordinance No. 20-22 of the City adopted February 22, 2022, as amended. ‘Consent decree sewer improvements’ include projects required by the Consent Decree with the United States Environmental Protection Agency, the United States Department of Justice and the Arkansas Department of Environmental Quality addressing the City's compliance with the federal Clean Water Act involving dry and wet weather overflows from the sewer system. The

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bonds may be issued at one time or in series from time to time.” On May 13, 2025, City residents voted to approve the bond proposal on the ballot.

WHEREAS, the City issued bonds in the amount of \$100 million on October 30, 2025, with all \$100 million of the funds raised to be applied to Consent Decree capital projects. The remainder (up to \$285 million) of the bonds will be issued in the 2026 through 2029 timeframe.

WHEREAS, the City anticipates that it will need a second bond issuance of a similar amount (currently estimated at \$320,000,000) in or about 2031 for Consent Decree capital projects and represents that it will take appropriate steps to obtain the additional financing as needed commencing in or about 2031.

WHEREAS, the City commits to using the allocated SUT revenues remaining after payment of bond obligations to fund Consent Decree work.

WHEREAS, the City currently estimates that the bond proceeds, together with SUT revenues remaining after bond payment obligations, will provide sufficient funds to enable the City to complete Consent Decree capital projects and other Consent Decree requirements within the modified Consent Decree term.

ACCORDINGLY, the Parties propose and seek this Court’s approval to modify the 2015 Consent Decree as set forth in this *Agreement and Order On Modification to Consent Decree* (“Agreement and Order”).

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

**MODIFICATIONS TO CONSENT DECREE**

1. Modifications to the Consent Decree pursuant to this Agreement and Order are to be applied prospectively only after the Effective Date of the Agreement and Order and do not excuse prior violations of Consent Decree terms. Unless resolved by agreement or payment,

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prior violations of Consent Decree terms remain subject to potential stipulated penalties under the Consent Decree. The City reserves the right to argue that certain violations were resolved by the Court's Order of March 19, 2021 (ECF No. 45), and Plaintiffs reserve the right to argue to the contrary.

**2. Modifications to Paragraphs 9, 17, 18 in Section V of the Consent Decree for Condition Remedial Measures (new language in italics):**

9. Modifying one sentence: "Subject to the provisions of this Consent Decree, all actions required under Section V of this Consent Decree shall be completed no later than *June 30, 2038.*"

17. *Condition Remedial Measures from SSA Activities (Including Basin 12). City shall submit a Remedial Measures Plan for Basin 12 with or before the first Annual Report to remediate all defects in Basin 12 ranked 4 or 5 (applying the NASSCO rating systems as set forth in Appendix A). Commencing no later than the day after the Date of Lodging, City shall conduct SSA activities on Basins and/or Sub-basins identified in Appendix C, in accordance with Article One of Section V. After completing the SSA activities for the period from the Date of Lodging through December 31, 2015, and for every Calendar Year thereafter, City shall develop an annual Remedial Measures Plan for the repair or replacement of (1) all Pipe Segments and manholes discovered through the SSA to be rated 4 or 5 in accordance with the NASSCO condition rating systems (as set forth in Appendix A), and (2) all other Pipe Segments and manholes discovered through the SSA to be rated 1-3 in accordance with the NASSCO condition rating systems in the SSA if determined by the City's professional engineer to have*

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*defects that have caused or significantly contributed to previous SSOs or that are likely to cause or significantly contribute to the future occurrence of SSOs. The City shall provide this SSA condition score information in tabular format to EPA and ADEQ as currently required in the Consent Decree at Section X (Reporting). For defects rated as NASSCO 1-3, the City shall use engineering judgment to determine the specific Remedial Measures required, if any, for each Pipe Segment and manhole identified through application of the remediation decision process presented in Appendix D. City shall submit each Remedial Measures Plan to EPA and ADEQ in accordance with Section XX ("Notices") for review and approval on or before March 31 of the second Calendar Year following the Calendar Year in which the SSA that identified the need for those Remedial Measures was performed through 2024. City may commence design and construction of Condition Remedial Projects identified prior to EPA's approval of the Remedial Measures Plan. The City completed submission of its Remedial Measures Plans for SSA work completed through 2024, and all Remedial Measures Plans have been approved by EPA as of August 12, 2025.*

*18. Beginning in 2026, the City shall complete condition remedial measures on a minimum of 40,000 LF of sewer lines and 200 manholes by December 31 of each Calendar Year and document the progress in the Annual Reports. The City shall further complete remedial measures on a three-year cumulative total of 150,000 LF of sewer lines and 750 manholes by December 31, 2028, a cumulative total of 300,000 LF of sewer lines and 1,500 manholes by December 31, 2031, and a cumulative total of 450,000 LF of sewer lines and 2,250 manholes by December 31, 2034. All Remedial Measures enumerated in each Remedial Measures Plan, including the Remedial*

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*Measures Plan for Basin 12, shall be completed as soon as technically feasible, but no later than June 30, 2038. After completion of the 2018 SSA Remedial Measures Plan work, City shall prioritize the remedial measures to be completed in each Calendar Year using engineering judgment considering the following factors: (1) SSO history; (2) the risk of sewer failure based upon the NASSCO condition rating information and sewer break/repair history; (3) the consequence of sewer failure; and (4) maintenance history of sewer line breaks and cleaning. The City shall reevaluate risk factors on an annual basis. The City shall address the remediation of defects discovered in Private Service Lines through SSA efforts, including those in areas where SSAs were performed prior to the Date of Lodging, or as otherwise become known to City in each Calendar Year in accordance with Paragraph 54. The Annual Report for each Calendar Year shall enumerate all Remedial Measures completed (including the amount and general location(s) of pipe and manholes remediated/replaced and shall enumerate the status of Private Service Line defect remediation efforts in that Calendar Year as approved in the City's current Private Service Line Defect Remediation Program.*

**3. Modifications to Paragraphs 32, 33, 41, 47 in Section V of the Consent Decree for Capacity Remedial Measures (new language in italics):**

*32. New paragraphs a. b. and c. are added to Paragraph 32 after final sentence of current paragraph:*

- a. Using the updated hydraulic model, the City will reassess the remedial capacity improvements needed to eliminate the model predicated SSOs for a 2-*

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*year, 6-hour storm event and will upsize the sewer pipes that do not have a 2-year, 6-hour service level to at least a 5-year, 6-hour level of service capacity when possible without creating downstream sewer overflows or other adverse system impacts.*

*b. The City shall complete the following four (4) priority Capacity Remedial Measures (CRM) projects that are located within the four sewer basins identified below to provide these areas with a 5-year, 6-hour level of service capacity. The four CRM projects are Basin 12 Phase 1 Capacity Project, Basin FL01 Capacity Project, Basin FL02 Capacity Project, and Basin 004 Capacity Project.*

*c. The City shall update the Capacity Remedial Measures Plan (CRMP) by addendum using the updated hydraulic model results and confirm which capacity-related project listed in Appendix E2 it will construct and what additional capacity projects, if any, beyond those listed in Appendix E2, it will construct and submit the revised portions of the CRMP to EPA and ADEQ by June 30, 2026.*

33.d. “Completion dates for the additional individual capacity Remedial Measures projects identified under Subparagraph 33.c. above, such that any additional Remedial Measures are completed no later than **June 30, 2038**. City shall explain how it prioritized these projects based upon the risk and consequences of SSOs likely to occur until these capacity Remedial Measures are completed; and . . .”

**41.b** Change “eight (8) Calendar Years” to “**ten (10) Calendar Years**”.

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**41.c** Change “Ten (10) Years from Date of Lodging” to “*Twelve (12) Years from Date of Lodging.*”

**44.c** Change “eight (8) years” to “**ten (10) years**”

**47.** Add new 47.d. “*City shall identify on the City webpage the ADEQ webpage in which ADEQ publishes the City’s SSO reporting information and shall provide sufficient information, including the City’s NPDES permit numbers, to facilitate the public’s ability to locate the City’s reported SSO events on the ADEQ webpage.*”

**4. Modifications to Section V (J) of the Consent Decree – Article Nine: Schedule Reconsideration Based on Financial Circumstances.**

Article Nine, comprised of the Heading and Paragraphs 58-65, is deleted and replaced with the following:

***“Article Nine: Requirement to Raise Funds for Consent Decree work and Use Best Efforts to Fund the Work within the Modified Schedule.***

***58. Defendant shall take all appropriate and necessary measures to ensure adequate funding for completion of the remedial requirements set forth in this modified Section V through use of its sewer rate, debt, and taxing authorities. Defendant’s failure to provide adequate funding shall not be a defense to any failure to comply with this Agreement and Order, the Consent Decree, its permits, or the CWA.***

***59. a. The City has enacted Ordinance 18-25 setting annual sewer rate increases of 3.5% for the years 2025 through 2030. The City agrees that the current schedule of rates through 2030, in the absence of other funding sources***

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*described herein, is inadequate to fund the Consent Decree work and sewer operation and maintenance costs. The City will increase sewer rates during the remaining modified term of this Consent Decree (2025 – 2038) as necessary to meet operation and maintenance and Consent Decree obligations when other funding sources are insufficient.*

*b. During the modified term of the Consent Decree, any downward adjustment to these rates or failure to enact these rates, unless approved in writing by EPA and ADEQ, upon a demonstration by the City satisfactory to EPA and ADEQ that it has other funding sources sufficient to meet its Consent Decree and operation and maintenance obligations, shall constitute a violation of the requirement to adequately fund the work upon which this Agreement and Order is conditioned, and a violation of Paragraphs 58, 59 and 61 of this Agreement and Order. Any reduction in sewer rates from the 3.5% adopted through 2030 shall be a major modification subject to notice and approval by the Court in accordance with Section XXIII.*

*60. For purposes of Section 9 of Fort Smith Ordinance No. 20-22, upon entry by the Court, this Agreement and Order constitutes an Order of the Court requiring the City to increase its sewer rates consistent with Paragraphs 58, 59 and 61. For purposes of Fort Smith Municipal Code of Ordinances Sec. 25-234, the rates set forth above are subject to additional rate increases when necessary to provide for sewer system operation and maintenance and, when other sources of funding are insufficient, for*

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*the payment of the principal of and interest on the bonds issued to finance Consent Decree capital projects.*

*61. Consistent with Fort Smith Code of Ordinances Sec. 2-166 (d) (1) and (2), in order to expedite the remediation of condition defects and capacity constraints, as required in Section V of the Consent Decree, and to leverage revenues from the sewer rates and City sales and use taxes, the City shall take all appropriate and necessary measures, subject to state law, to secure debt financing or grants for the costs of capital projects required by the Consent Decree through the open bond market, and/or the State Revolving Fund ("SRF"), and other available sources of state and federal loans or grants. The City represents that it is taking financing steps beginning in 2025 using SUT revenues to raise approximately \$100 million for Consent Decree projects on the open bond market through the issuance of one or a series of capital improvement bonds (\$100 million in late October 2025 and up to another \$285 million between 2026 and 2029) and that it will issue additional bonds up to an additional \$320 million beginning in or about 2031 to fund Consent Decree capital projects. The City shall timely complete requisite financing applications to qualify for such debt financing or grants and make best efforts to address any deficiencies identified by lending authorities that would preclude or limit SRF or other debt financing (which may include raising sewer rates at a greater percentage than is identified in Paragraph 59 above). For purpose of Article Nine as modified herein, "appropriate and necessary measures" include, but are not limited to, measures taken to raise rates; levy taxes; and apply for loans, grants, and bonds; as well as any necessary procedural steps, such as to call for an election, referendum, or hearing, where required by State or local law.*

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62. **Financial Management Plan.** *Within one hundred eighty (180) Days after the Effective Date of this Agreement and Order, the City shall develop and submit to the EPA a Financial Management Plan for financing the Consent Decree work. The Financial Management Plan, including all subparts described below, shall be reviewed by the City on at least an annual basis and updated to remain current. The updated Financial Management Plan or any updated subparts must be submitted to the EPA with the next Annual Report due under Section X (Reporting). The Financial Management Plan shall include the following subparts:*

a. **Capital Projects Budget.** *A Capital Projects Budget for Consent Decree Projects and non-Consent Decree wastewater projects shall be developed. The budget shall include projected annual costs and proposed funding for all planned wastewater capital projects (including projected costs for completion of the minimum annual sewer miles and manhole rehabilitation required under the Consent Decree) through 2038, an assessment of current funding, service rates, SUT projections, any revenue shortfalls, staff and equipment shortcomings, and a description of what additional funding is needed for the Wastewater Utility to safely and reliably provide wastewater services and complete the Consent Decree work on schedule. The budget shall be incorporated into the Financial Management Plan in accordance with this Paragraph. The City shall provide a detailed list of Consent Decree and non-Consent Decree wastewater capital projects included in the budget.*

b. **Debt and Grant Applications and Awards.** *Upon the Effective Date of this Agreement and Order, the City shall maintain records of any debt, SRF and*

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*grant applications or bond offerings and monies received (hereinafter "Debt and Grant Records") for the purpose of managing the WCTS operation and maintenance and capital improvements required under the Consent Decree.*

c. **Rates Study.** *If the City conducts a rate study that recommends higher wastewater rates than the rates set forth in Par. 59 above, then the City shall include this information in its Financial Management Plan along with an explanation of the City's proposed response to the rate study.*

Paragraphs 63-65 remain blank [reserved].

**5. Modification to Section VIII (Supplemental Environmental Project: Paragraph 72.**

72. Change "eleven (11) years from Date of Lodging" to "*no later than June 30, 2038.*"

**6. Modification to Section X (Reporting): Modifications to Paragraphs 90 and 92 on Annual Reporting Requirements to add the following language:**

90. Addition of sentences to end of Paragraph: "*Each Annual Report submitted after the Effective date of the Agreement and Order shall include updates to the Financial Management Plan set forth in revised Paragraph 62, detailing progress on funding the work, including annual rate increases and revenues, SUT revenues, status of bond/SRF applications, grants, and budgets for operation and maintenance costs and Consent Decree and non-Consent Decree capital improvement projects for the report year and next year. The City shall post each Annual Report and each Financial Management Plan update on its public-facing webpage within 14 Days of submittal to EPA and ADEQ. The Annual Reports and updated Financial Management Plan shall remain on the public-facing webpage for a minimum of three (3) years.*"

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**92. New Paragraph 92.e:**

*e. “A summary table of remedial work accomplishments and Consent Decree compliance as set forth in Exhibit A to this Agreement and Order (Consent Decree Gravity Sewer and Manhole Assessment and Rehabilitation Compliance Table) which summarizes in quantifiable terms (linear feet repaired/replaced and number of manholes repaired/replaced) work completed in the report year and in the aggregate since January 2, 2015.”*

**7. Revisions to Stipulated Penalty Provisions:**

**104. Regarding Annual Reports, . . . .**

|                     |                |
|---------------------|----------------|
| 1st to 30th day     | \$2,000        |
| 31st to 60th day    | <b>\$2,500</b> |
| 61st day and beyond | <b>\$3,000</b> |

**106. Failure to Meet Deadline for Completion of Remedial Requirements . . .**

Change “later than twelve (12) years from Date of Lodging” to **“later than June 30, 2038.”**

**8. Modifications to Section XIII (Force Majeure)**

**122. Delete first two sentences - City shall provide notice to the United States and to the State orally or by electronic or facsimile transmission as soon as possible, but not later than five (5) business days after the time City first knew of, or by the exercise of best efforts, should have known of, a claimed force majeure event. City shall also provide written notice, as provided in Section XIX of this Consent Decree (“Notices”), within fourteen (14) days of the time City first knew of, or by the exercise of best efforts, should have known of, the event. ] Add: “The City shall provide written notice to the United States and to the State no later than fourteen (14) business days after the time the City first knew of, or by the**

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**exercise of best efforts, should have known of the claimed force majeure event.”** The notice shall state the reason(s) for the delay, its anticipated duration, City’s past and proposed actions to prevent or minimize any delay, a schedule for carrying out those actions, and City’s rationale for attributing any delay to a force majeure event. [Delete - Failure to give such notice shall preclude City from asserting any claim of force majeure.] *Add: “Failure to submit a timely or complete notice or claim regarding an event precludes City from asserting any claim of force majeure regarding that event, provided, however, that EPA may, in its unreviewable discretion, excuse such failure if it is able to assess to its satisfaction whether the event is a force majeure, and whether City has exercised its best efforts, under Paragraph 121.”* City shall be deemed to know of any circumstance of which City, its Consultants, Contractors, or any entity controlled by City knew or, through best efforts, should have known.

*123: Add after second sentence: “EPA will notify City in writing of the length of the extension, if any, for performance of the obligations affected by the Force Majeure event.”*

*124. Add after first sentence, “The United States, after consultation with the State, will provide written notice to the City with an explanation of its determination that the City is not entitled to the requested force majeure relief.”*

**9. Modifications to Section XIV (Dispute Resolution), Paragraphs 126-128:**

126. Informal Dispute Resolution. Add bold italicized language: Any dispute which arises under or with respect to this Consent Decree shall first be the subject of good-faith informal negotiations between the parties to the dispute. The goal of the informal negotiations shall be to resolve the dispute without further proceedings. The period for informal negotiations shall not exceed *sixty (60) Days (or one hundred-twenty (120) Days if the dispute concerns a request for modification of Consent Decree terms)* from the time the dispute arises, unless: (1) the United States, after consultation with the State, in its sole discretion, determines that a shorter period shall be allowed due to an immediate threat to the environment, or (2) all parties to the dispute agree in writing to an extension. The dispute shall be considered to have arisen when City sends the United States and the State a written "Notice of Dispute." The Notice of Dispute shall contain a concise statement of the issue or issues in dispute. If informal negotiations result in an agreement between the parties to the dispute, then those parties shall state the agreement in a single document in writing. **Delete last sentence:** [" If informal negotiations do not result in an agreement between the parties to the dispute, then the United States, after consultation with the State, shall provide to City in writing an opinion on the disputed issue or issues."] **Add:** "*If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 60 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.*"

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**127. Formal Dispute Resolution.**

**DELETE** first sentence: [ City shall invoke formal dispute resolution procedures within thirty (30) Days after issuance and receipt of the United States written opinion on the dispute by serving on the United States and the State a written "Statement of Position" regarding the matter in dispute.] **ADD:** *“City shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending the United States and the State a written Statement of Position regarding the matter in dispute.”* City's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting its position and any supporting documentation on which it relies.

128. Change "30" to "60" in first sentence: The United States, after consultation with the State, shall serve its Statement of Position within *sixty (60)* Days after receipt of City's Statement of Position. The United States' . . .

**10. Modification to Section XXIII (Modification) Paragraph 154.**

**154. XXIII MODIFICATION:** Add sentence at end of paragraph: *“An agreed extension of Section V interim deadlines [not the final deadline] will be considered a non-material modification if no greater than twelve months. Extensions of Section V interim deadlines greater than twelve months, or successive extensions of the same deadline that in total exceed twelve months, may be determined by the Plaintiffs to be a material modification.”*

**11.** All provisions of the 2015 Consent Decree unaffected by the modifications in this Agreement and Order shall operate in conjunction with these revised provisions. Except as specifically provided in this Agreement and Order, all other terms and conditions of the Consent

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Decree will remain unchanged and in full effect. In the event of a conflict between the modifications in this Agreement and Order and the Consent Decree, the modifications in this Agreement and Order shall control.

**12.** The Effective Date of the Agreement and Order is the date that the Court approves and enters the Agreement and Order.

**13.** This Agreement and Order shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Department of Justice policy and described at 28 C.F.R. § 50.7. The United States and the State of Arkansas reserve the right to withdraw or withhold consent if comments by the public regarding the Agreement and Order disclose facts or considerations which indicate that the Agreement and Order is inappropriate, improper, or inadequate. This Paragraph does not create any rights exercisable by any person other than the United States. The City agrees not to oppose or appeal the entry of this Agreement and Order.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.

\_\_\_\_\_  
P.K. HOLMES, III  
U.S. DISTRICT JUDGE

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FOR THE UNITED STATES OF AMERICA:

ADAM R.F. GUSTAFSON  
Principal Deputy Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

---

KENNETH G. LONG  
Senior Attorney  
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FOR THE UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY:

JEFFREY HALL  
Assistant Administrator  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

ROSEMARIE KELLEY  
Office Director  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

JOE THEIS  
Acting Division Director  
Water Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

ALEXIS MONTIGLIO  
Attorney-Advisor  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

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FOR THE UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY, REGION 6:

**SHERRY WILSON**  
Acting Regional Counsel  
Office of Regional Counsel  
United States Environmental Protection Agency, Region 6

**CHERYL SEAGER**  
Director  
Office of Enforcement and Compliance Assurance Division  
United States Environmental Protection Agency, Region 6

**KRISTINE TALBOT**  
Assistant Regional Counsel  
Office of Regional Counsel  
United States Environmental Protection Agency, Region 6

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FOR THE STATE OF ARKANSAS

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FOR THE CITY OF FORT SMITH:

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JEFF DINGMAN  
Acting City Administrator  
623 Garrison Avenue  
Fort Smith, AR 72901  
(479) 784-2201  
jdingman@fortsmithar.gov

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ATTACHMENT A

**Consent Decree Gravity Sewer and Manhole Assessment and Rehabilitation Compliance Table**

| ID                                | Report Item   | Quantity         |                                       |
|-----------------------------------|---|------------------|---------------------------------------|
| <b>Baseline Quantities</b>        |   |                  |                                       |
| 1                                 | Report Year (CY)  |                  |                                       |
| 2                                 | Total gravity sewer lines (miles)   |                  |                                       |
| 3                                 | Total small diameter gravity sewer lines (<24-inch diameter) (miles)                            |                  |                                       |
| 4                                 | Total large diameter gravity sewer lines (>or =24-inch diameter) (miles)                        |                  |                                       |
| 5                                 | Gravity Sewer Lines SSA complete <i>since 2015</i> (miles)                                      | X / 405          |                                       |
| 6                                 | Total gravity sewer lines with NASSCO PACP condition rating of 4 or 5 <i>since 2015</i> (miles) |                  |                                       |
| 7                                 | Total manholes with NASSCO MACP condition rating of 4 or 5 <i>since 2015</i> (each)             |                  |                                       |
| <b>Annual Remedial Quantities</b> |   | <b>Completed</b> | <b>CD Required</b>                    |
| 8                                 | Annual sewer line remedial work (linear feet)   |                  | 40,000                                |
| 9                                 | Annual MH remedial work (each)  |                  | 200                                   |
| 10                                | Three-year cumulative sewer line remedial work (linear feet)                                    |                  | 150,000 /<br>300,000 /<br>450,000 /   |
| 11                                | Three-year cumulative MH remedial work (each)   |                  | 750/<br>1,500 /<br>2,250 /            |
| 12                                | Total cumulative sewer line remediation since 2015 (linear feet)                                |                  | All NASSCO<br>4 and 5                 |
| 13                                | Total cumulative manhole remediation since 2015 (each)  |                  | All NASSCO<br>4 and 5                 |
| 14                                | Annual Basin 12 sewer line remedial work (linear feet)  |                  | See previous<br>year Annual<br>Report |
| 15                                | Cumulative Basin 12 sewer line remedial work completed (linear feet)                            |                  | ≈57,441                               |
| <b>CMOM Quantities</b>            |   |                  |                                       |
| 16                                | Annual small diameter gravity sewer lines cleaned (miles)                                       |                  | <b>10%</b> of total                   |
| 17                                | Total unique small diameter gravity sewer lines cleaned since 2015 (miles)                      |                  | 100% per <b>10</b><br>years           |
| 18                                | Annual large diameter gravity sewer lines cleaned (miles)                                       |                  |                                       |
| 19                                | Total unique large diameter gravity sewer lines cleaned <i>since 2015</i> (miles)               |                  |                                       |

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|    |  |  |                               |
|----|--|--|-------------------------------|
| 20 | Annual Continuing SSA <i>miles of non-plastic pipe</i> completed (miles)   |  | <i>100% per 12<br/>years</i>  |
| 21 | <i>Annual Continuing SSA completed for plastic small diameter, fully<br/>CIPP-lined non-plastic small diameter pipe and large diameter gravity<br/>sewers(miles)</i> |  | <i>100% per 20<br/>years</i>  |
| 22 | Total Continuing SSA miles completed (miles)   |  |                               |
| 23 | <i>Annual Continuing SSA Manhole Inspections completed</i>   |  |                               |
| 24 | <i>Total Continuing SSA Manhole Inspections</i>  |  | <i>100 % per 10<br/>years</i> |



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**FROM:** Maggie Rice, Deputy City Administrator  
**DATE:** February 18, 2026  
**SUBJECT:** Master Land Use Plan Amendment #2-2-26 from Residential Attached to Mixed-Use Residential, Rezoning #4-2-26 from Planned Zoning District to Planned Zoning District at 5300 Heather Ridge Street

### SUMMARY

On February 10, 2026, the Planning Commission held a public hearing to consider the subject Master Land Use Plan Amendment and rezoning applications. The property, containing an area of 16.92 acres, is located south of Gary Street, west of Heather Ridge Street, and located on Horizon Line Drive. The proposed Master Land Use Plan Amendment to Mixed-Use Residential and zoning to Planned Zoning District allows for a PZD containing two-character areas known as Character Area A (2.98 acres) and Character Area B (13.94 acres). Character Area A allows for a mixed-use residential and commercial development located interior to the site and includes land uses such as a restaurant, salon, laundry cleaner (drop off station), fitness studio, professional offices, and other uses listed within the land use chart. Character Area B has the same land uses as the existing PZD.

A neighborhood meeting was held on January 29, 2026, at Creekmore Park. Seven (7) neighboring property owners attended the meeting. Neighbors expressed concerns about increased traffic, land use, noise, and potential tenants.

At the Planning Commission meeting, Jackson Goodwin was present to represent these applications. Mr. Darrell Cunningham, Mr. Ted Johnson, Mr. Wayne Gosnell, Mr. David Bourne, and Mr. Hank Galske were present with concerns regarding increased traffic, noise from the gas well, density, future zone changes, and placement of stop signs.

The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Master Land Use Plan Map and the Zoning Map.

Please contact me if you have any questions.

### ATTACHMENTS

1. [PZD\\_Ordinance\\_5300\\_Heather\\_Ridge.pdf](#)
2. [5300 Heather Ridge Backup - Compressed.pdf](#)

**AN ORDINANCE AMENDING THE MASTER LAND USE PLAN MAP,  
REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP**

---

**WHEREAS**, the City Planning Commission has held a public hearing to consider request No. 2-2-26 to amend the Master Land Use Plan Map relative to property described in Section 1 of this ordinance, and, having considered the request, recommended on February 10, 2026, that said change be made;

**WHEREAS**, the City Planning Commission determined the change to the Master Land Use Plan Map does conform to the goals and objectives of the Comprehensive Plan; and,

**WHEREAS**, the City Planning Commission has held a public hearing to consider request No. 4-2-26 to rezone certain property described in Section 2 of this ordinance, and, having considered said request, recommended on February 10, 2026, that said change be made.

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

**SECTION 1:** The hereinafter described property is hereby reclassified on the Master Land Use Plan Map from Residential Attached to Mixed Use Residential and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

Part of the Northwest (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 26, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING an existing aluminum monument (RLS1272) marking the Northeast corner of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, being the Northeasterly corner of Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, an addition to the city of Fort Smith, Sebastian County, Arkansas, Filed as Plat No. 2024-09848; THENCE N87°43'25"W, along the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, 57.98 feet to the Northerly corner of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A; thence leaving the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26 and along the Northerly lines of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, the following courses (bearing and distances): S38°03'39"W, 140.82 feet to a point; 54.19 feet along the arc of a curve to the left, having a radius of 88.50 feet and a chord bearing and distance of S20°31'05"W, 53.35 feet to a point; S02°58'32"W, 252.62 feet to a point and THE POINT OF BEGINNING; thence; S02°58'32"W, 325 feet; thence N87°01'28"W, 400 feet to a point; thence N02°58'32"E, 325 feet to a point; thence S87°01'28"E 400 feet to the POINT OF BEGINNING, containing 2.984 acres, more or less,

more commonly known as 5300 Heather Ridge Street.

**SECTION 2:** The real property described below is hereby rezoned from Planned Zoning District (PZD) to a Planned Zoning District (PZD). The approved zoning classification is based and conditioned upon the

Planned Zoning District provisions of Section 27-341 of the Unified Development Ordinance and the Planned Zoning District Project Booklet reviewed by the Fort Smith Planning Commission and approved hereby, which Project Booklet shall be filed in the office of the City Clerk. The hereinafter described property is hereby amended to reflect said amendment to-wit:

Part of the Northwest (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 26, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING an existing aluminum monument (RLS1272) marking the Northeast corner of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, being the Northeasterly corner of Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, an addition to the city of Fort Smith, Sebastian County, Arkansas, Filed as Plat No. 2024-09848; THENCE N87°43'25"W, along the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, 57.98 feet to the Northerly corner of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A; thence leaving the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26 and along the Northerly lines of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, the following courses (bearing and distances): S38°03'39"W, 140.82 feet to a point; 54.19 feet along the arc of a curve to the left, having a radius of 88.50 feet and a chord bearing and distance of S20°31'05"W, 53.35 feet to a point; S02°58'32"W, 252.62 feet to a point and THE POINT OF BEGINNING; thence; S02°58'32"W, 325 feet; thence N87°01'28"W, 400 feet to a point; thence N02°58'32"E, 325 feet to a point; thence S87°01'28"E 400 feet to the POINT OF BEGINNING, containing 2.984 acres, more or less.

AND

Part of the Northwest (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 26, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING an existing aluminum monument (RLS1272) marking the Northeast corner of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, being the Northeasterly corner of Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, an addition to the city of Fort Smith, Sebastian County, Arkansas, Filed as Plat No. 2024-09848; THENCE N87°43'25"W, along the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, 57.98 feet to the Northerly corner of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A and the POINT OF BEGINNING; THENCE leaving the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26 and along the Northerly lines of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, the following courses (bearing and distances): S38°03'39"W, 140.82 feet to a point; 54.19 feet along the arc of a curve to the left, having a radius of 88.50 feet and a chord bearing and distance of S20°31'05"W, 53.35 feet to a point; S02°58'32"W, 252.62 feet to a point; thence N87°01'28"W, 400 feet to a point; thence S02°58'32"W, 325 feet to a point; thence N87°01'28"W, 66.37 feet to a point; N36°33'43"W, 202.78 feet to a point; 182.68 feet along the arc of a curve to the left, having a radius of 198.50 feet and a chord bearing and distance of N62°55'35"W, 176.30 feet to a point; N89°17'27"W, 276.93 feet to a point; 29.50 feet along the arc of a curve to the left, having a radius of 55.00 feet and a chord bearing and distance of S75°20'36"W, 29.15 feet to a point; S59°58'40"W, 57.34 feet to the Northwesterly corner of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A; THENCE leaving the Northerly lines of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, S59°58'40"W, 71.64 feet to a point on the West line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26; THENCE N02°49'27"E, along the West line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, 589.90 feet to an existing 1/2" rebar marking the Northwest corner of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26;

THENCE leaving the West line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, S87°43'25"E, along the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, 1267.73 feet to the POINT OF BEGINNING, containing 13.935 acres, more or less, more commonly known as 5300 Heather Ridge Street.

**SECTION 3:** It is hereby found and determined that the adoption of the amendment to the Mater Land Use map and zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and property of the inhabitants of the City requires that the above amendment be effective, and the amendment is hereby made effective, as of date of approval of this Ordinance.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:



\_\_\_\_\_  
Publish One Time

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT**  
**AGENDA**  
**BLUE LION DOWNTOWN, 101 N 2<sup>ND</sup> ST**  
**FEBRUARY 10, 2026**  
**5:30 P.M**

Before calling the meeting to order, Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Ret Taylor, Vicki Newton, Rod Coleman, Kelly Wilson, Griffin Hanna, David Tyler, Matt Marshall, and Shaun McCaffrey. Zach Ledford was not in attendance.

Chairman McCaffrey called for a motion on the January 13, 2026, meeting minutes. Commissioner Taylor moved, seconded by Commissioner Marshall, to approve the minutes. The motion carried with no objections.

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

**2 Master Land Use Plan Amendment #2-2-26 – A request by Goodwin Engineering, LLC, agent for Treetops Fort Smith, LLC, for a Master Land Use Plan amendment from Residential Attached to Mixed Use Residential in a proposed Planned Zoning District (PZD) at 5300 Heather Ridge Street.**

Chairman McCaffrey introduced items 2 and 3 as companion items. Mr. Miller delivered the staff report indicating the subject property was located south of Gary Street, west of Heather Ridge Street on Horizon Line Drive. He stated that the property is currently zoned PZD ORD#36-22 and that the companion rezoning application is requesting to create two -character areas known as Character Area A and Character Area B. He also stated that the 2.98 acre Master Land Use Plan amendment within the center of the project would allow for the mixed use commercial and residential development known as Character Area A.

Mr. Jackson Goodwin and Mr. Trevor Harris were present to represent the items. Mr. Darrell Cunningham, Mr. Ted Johnson, Mr. Wayne Gosnell, Mr. David Bourne, and Mr. Hank Galske were present in opposition to the request voicing concerns about increased traffic, noise from the gas well, further zone changes in the future, density, placement of a stop signs, and discrepancies received from the previous approvals. Mr. Jackson Goodwin stated that the density has not changed from the previous approved PZD and that the developer is wanting to bring in military families to create a walkable community. Mr. Goodwin stated that the developer had paid for two different traffic impact analysis (TIA) and that the city reviewed the TIA along with a third-party engineering consultant to review the analysis and agree with the findings of the analysis. He stated that the current proposal will have less commercial space and less units overall than the study estimated. He also confirmed that the developer had hired a law firm working on mitigation for the noise coming from the gas well. Mr. Trevor Harris stated that the reason behind the development is to create a walkable community for the foreign military personals allowing for other modes of transportation for amenities. He also stated that the developer is perusing legal action on the gas well for the noise produced.

Commissioner Hanna wanted to confirm that the second traffic study that was done showing that it would not adversely affect the area. Maggie Rice stated that the level of service declined, however they

were able to mitigate it to an acceptable level of service as required by the municipal code. Commissioner Wilson asked if there will be a stop sign placed on Boston and if the developer had considered moving the stop sign to Hardscrabble. Ms. Rice stated that the all-way stop would be installed once the traffic warranted the installation as recommended by the TIA by traffic consultants (TEC) and accepted by our Engineering Department. Commissioner Tyler stated that the commission had previously approved the plans for the multifamily and entire tract to be developed and that it is just a change in the center of the PZD on what would be developed. Commissioner Hanna asked if any night clubs or bars are permitted in the mixed use. Mr. Miller stated that bars or nightclubs are not permitted within the PZD.

Chairman McCaffrey asked if the gas well noise is a side issue and not part of this discussion. Ms. Rice said it is not part of the item but the well is in violation of the current city noise ordinances, and it has been turned over to the city prosecuting attorney to remedy or peruse further action. Commission Wilson wanted to clarify that residential density is not changing. Mr. Miller stated that the land uses within Character Area B are the same permitted uses within the currently approved PZD, but the only thing that has changed in Character Area B is the requirement for street frontage to allow for platting of lots using private driveways for access versus street R.O.W. Ms. Sharon Gosnell stated that the plat was not the original approved plat and that the developer has changed where . Ms. Rice and Mr. Miller explained that the concept plan within the PZD is not a plat. Additionally, Mr. Miller explained that the original preliminary plat and final phases approved by the Planning Commission on the southern portion of the development complies with the Planning Commission's approval. He further stated the portion of requested zone change today will require a major preliminary and final plat approval by the Planning Commission. He noted that the existing 43-acre development zoned PZD #36-22 allows for single family and duplexes. Ms. Gosnell stated that they were promised a certain number of duplexes and that according to the plan, that has changed without the residents being notified. Mr. Miller confirmed that to date the development compiles with the existing PZD.

Chairman McCaffrey called for a motion on item 2. Commissioner Tyler moved, seconded by Commissioner Wilson, to approve with staff comments. The vote was eight (8) in favor and zero (0) opposed.

**3. Rezoning #4-2-26 – A request by Goodwin Engineering, LLC, agent for Treetops Fort Smith, LLC, for a zone change from a Planned Zoning District (PZD Ord #36-22) to a Planned Zoning District (PZD) by classification at 5300 Heather Ridge Street.**

Chairman McCaffrey introduced item 3. Mr. Miller delivered the staff report indicating that approval of this item would facilitate a rezoning of the northern 16.92 acres with two-character areas known as Character Area A and Character Area B. He stated that Character Area A would allow for mixed residential and commercial development that is located within the interior of the site. Mr. Miller also stated that Character Area B would have the same land uses as the existing PZD but would allow for lots with zero street frontage to facilitate future subdivision and platting.

He stated that a neighborhood meeting was held on January 29, 2026 at Creekmore Park where seven property owners and four of the development consultants were in attendance. He also stated that several of the neighbors expressed concerns about increased traffic, land use, noise, and potential tenants within the development.

The applicant was present to represent the item.

With no comments or questions, Chairman McCaffrey called for a motion on item 3. Commissioner Tyler moved, seconded by Commissioner Hanna, to approve with staff comments. Chairman McCaffrey called for a vote. The vote was eight (8) in favor and zero (0) opposed.

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT**  
**AGENDA**  
**BLUE LION DOWNTOWN, 101 N 2<sup>ND</sup> ST**  
**FEBRUARY 10, 2026**  
**5:30 P.M**

Before calling the meeting to order, Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Ret Taylor, Vicki Newton, Rod Coleman, Kelly Wilson, Griffin Hanna, David Tyler, Matt Marshall, and Shaun McCaffrey. Zach Ledford was not in attendance.

Chairman McCaffrey called for a motion on the January 13, 2026, meeting minutes. Commissioner Taylor moved, seconded by Commissioner Marshall, to approve the minutes. The motion carried with no objections.

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

**7. Rezoning #3-2-26 – A request by Jeremy Davies, agent for Brushy Mountain Properties, LLC, for a zoning request from not zoned to Transitional (T) at 7208 Mahogany Avenue.**

Chairman McCaffrey introduced item 7. Mr. Kaelin delivered the staff report indicating the subject property was located on the west side of Mahogany Avenue south of Tuscany Street. He said approval of the zoning request will allow for the existing 3,739 s.f. building to be utilized as a consulting services business that specializes in international student documentation services for foreign exchange students.

Mr. Jeremy Davies was present to represent the item. There were none present to speak in favor or opposition of the items.

Chairman McCaffrey called for a motion on item 7. Commissioner Taylor moved, seconded by Commissioner Tyler, to approve with staff comments.

Chairman McCaffrey called for a vote on item 7. The vote was eight (8) in favor and zero (0) opposed.



**Fort Smith  
Planning Commission**

**Item Number: MLUPA #2-2-26**

**Hearing Date: February 10, 2026**

**Report Prepared by:**

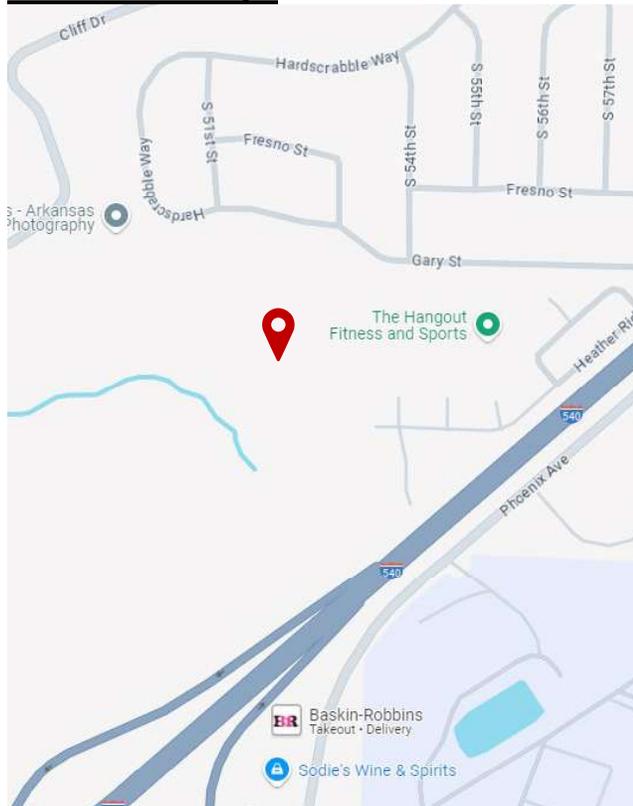
Planning Staff

**Owner and Applicant Information:**

Applicant: Goodwin Engineering, LLC

Owner: Treetops Fort Smith, LLC

**Location Map:**



**Applicant Proposal:**

Address: 5300 Heather Ridge

Present Use: Residential Subdivision and Undeveloped

Summary: Master Land Use Plan Amendment from Residential Attached to Mixed Use Residential to support a mixed use commercial and residential PZD zoning request with two-character areas.

Total Area for MLUPA: 2.98 Acres

Location: South of Gary Street, west of Heather Ridge Street located on Horizon Line Drive

**Existing Zoning:**

PZD – Ord-36-22

**Master Land Use Plan:**

Residential Attached

**Staff Recommendation:**

Approval

# Master Land Use Plan Amendment

## Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** January 14, 2025

**Re:** Master Land Use Plan Amendment #2-2-26 – A request by Goodwin Engineering, LLC, agent for Treetops Fort Smith, LLC, for a Master Land Use Plan amendment from Residential Attached to Mixed Use Residential in a proposed Planned Zoning District (PZD) at 5300 Heather Ridge Street.

The Planning Department is in receipt of an application from Goodwin Engineering, LLC, agent for Treetops Fort Smith, LLC, to amend the Master Land Use Plan Map from Residential Attached to Mixed Use Residential to accommodate a proposed Planned Zoning District (PZD). The subject property is south of Gary Street, west of Heather Ridge Street located on Horizon Line Drive and contains an area of 2.98 acres.

The property is currently zoned PZD (Ord#36-22). A companion zoning application requests a PZD zoning district to create two-character areas known as Character Area A and Character Area B. Character Area A will include the 2.98 acres and will allow for mixed use commercial and residential development within the development. The Master Land Use Plan is a guide to zoning and development and must be considered with the companion application.

### ADJACENT LAND USE CLASSIFICATIONS AND USES

Land use classification and use contiguous to the subject lot are as follows:

| Direction | Land Use  | Master Land Use Classification                                     |
|-----------|---|--|
| North     | Single-family Residential Subdivision                 | Residential Detached   |
| East      | Single-family Residential Subdivision and Health Club | Residential Detached, Residential Attached, and General Commercial |
| West      | Undeveloped   | Residential Detached   |
| South     | I-540   | Residential Attached   |

### PROPOSED MASTER LAND USE

The proposed Master Land Use classification of Mixed Use Residential is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

**Characteristics and Use:**

Mixed-Use Residential predominately residential is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

**Criteria for Designation:**

**Compliance Noted**

- Within redevelopment and revitalization areas transitioning out of industrial land use **NO**
- A planned mixed-use development (PUD), or as a complement to an existing area of mixed land use **YES**

**MASTER LAND USE PLAN**

The Master Land Use Plan currently classifies the site as Residential Attached. This classification is intended to provide for diverse populations and households, by supporting variety and options in living environments, and housing, while protecting and improving property values.

**MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies Horizon Line Drive, Heather Ridge Street, and Aileron Avenue as local roads.

**NEIGHBORHOOD MEETING**

A neighborhood meeting was held Thursday, January 29, 2026, in the Creekmore Park Azalea Room at 3301 South M St, at 5:30 p.m. Seven neighboring property owners attended the meeting. Neighbors expressed concerns with increased traffic and noise. A copy of the meeting minutes and attendance sheet is on file.

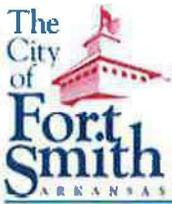
**STAFF COMMENTS**

Ordinance 36-22 rezoned the property allowing a variety of housing types including single-family residences, duplexes, row houses, and apartments on the entire 43-acre tract. This request is to change 2.98 acres known as Character Area A interior to the site to a Mixed Use-Residential classification facilitating the proposed mixed-use development with amenities serving the neighborhood.

The Master Land Use Plan Amendment will accommodate the proposed PZD zone change.

**STAFF RECOMMENDATIONS**

The proposed land use of Mixed Use-Residential is appropriate for the requested zoning. Staff recommends approval of the request subject to the approval of the companion rezoning request.



Application updated May 2022

**MASTER LAND USE PLAN APPLICATION**

Minor Amendment     Standard Amendment     Major Amendment

*(See Section 27-328-5 C. (Criteria))*

Request to Amend Map     Request to Amend Text

**APPLICATION:**

Indicate one contact person for this request:

Representative

Applicant

*Applicant (person making request):*  
*etc.):*

*Representative (engineer, surveyor, realtor,*

Name: Treetops Development, LLC  
E-mail: mark@rousecustomhomes.com  
Address: 9422 Rogers Ave. Fort Smith, AR 72903

Name: Goodwin Engineering, LLC  
E-mail: JG@goodwin-engineering.com  
Address: 3503 Free Ferry Rd. Fort Smith, AR 72903

Phone: 479-651-4865

Phone: 479-926-6097

Fax:

Fax:

Site Address / Location: 5300 Heather Ridge St.

Surrounding Property

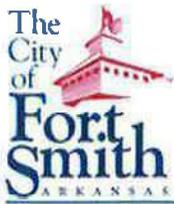
Current Land Use:

North single family subdivision

South duplexes and single family

East Health Club, single family subdivision

West Undeveloped



Current MLUP Classification: Residential Attached

Requested MLUP Classification: Mixed Use - R

Existing MLUP Classification:

North Residential Detached

South (Residential Attached (Phase I))

East General Commercial, Residential Attached, and Residential Detached

West Residential Detached

Existing Zoning Classification:

North RSD-3, RSD-2, RS-1

South PZD, C-5 Spl

East T, RSD-3

West RE-1

**For a Minor, Standard or Major Master Land Use Plan Amendment**, please attach the following information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

1. A legal description of the subject property that is to be amended (reclassified).
2. A map of the property which includes the scaled distance, legal description, and general vicinity map inset showing the property's location.
3. The area dimensions of the property in square feet or acres.
4. Describe existing road conditions and new roads to be included in the development and the effect of the proposed development on existing roads and traffic conditions:

Existing roads in the immediate vicinity of the development are new and in great condition. This development will tie into Horizon Line Drive as well as Sierra Sky Drive. The attached traffic study has more information regarding the effect on on traffic conditions.

5. Describe the existing public utility services and infrastructure (such as water, sewer, fire/police) which are available to the property and the source/method of providing additional utilities and infrastructure to the property if necessary:

Water, sewer, electric, and comms are all available along Horizon Line Drive. Gas is located very close to this development and will be extending through this development to service High Pointe at Kelley Ridge Phase I. Everything that this property needs for development is readily available. This includes police, fire, and other needs.

6. Provide a statement of the proposed build-out density and maximum potential build-out density (units per acre) permitted by the proposed land use classification:

The current land use does not define a maximum density for the development. Density is limited by allowable sewer flow from the development as well as what is acceptable as determined by the traffic study that was previously performed for the development. The 17 acres included in this are anticipated to have around 350 total units.

7. Identify any known or anticipated environmental concerns:

None known.

**For a Standard or Major Master Land Use Plan Amendment only,** please attach the following additional information and answer the questions below. You may provide answers on a separate sheet and attach it to this application:

8. An analysis of the impact of the amendment on surrounding properties and plans in terms of:

a. Describe potential changes to development patterns in terms of local and regional impacts:

N/A

b. Describe the consistency in zoning between existing and planned uses:

N/A

c. Provide explanation of the need for and demand in the proposed uses:

N/A

9. Provide an analysis of the long term development plan for the area (10-20 years) which incorporates a review of the land use, transportation, and infrastructure impact to both the City of Fort Smith and the property owner:

N/A

**AUTHORIZATION OF AGENT**

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a master land use amendment by application do hereby authorize Goodwin Engineering, LLC to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

NAMES OF ALL OWNERS.

|    |            |
|----|------------|
| 1. | Mark Rouse |
| 2. |            |
| 3. |            |
| 4. |            |
| 5. |            |
| 6. |            |
| 7. |            |
| 8. |            |
| 9. |            |

SIGNATURE OF ALL OWNERS.

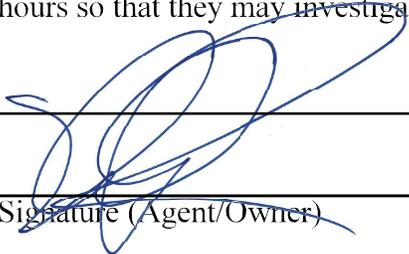
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*This form is necessary only when the person representing this request does not own all the property.*

Certification

Once an application has been deemed complete, the applicant shall not modify it unless requested or agreed upon by the Planning Department. Should the applicant request a modification to the application after it has been advertised for public hearing, it shall be at the discretion of the Planning Commission to review or continue the application. A re-advertising fee may be required.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

Signature (Agent/Owner)

Date

---

The City of Fort Smith requires complete applications. If your application does not include all of the information required for submission, it will not be processed.

---

**Submit**

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.

## High Pointe at Kelly Ridge Neighborhood Meeting Summary 1-29-2026

At approximately 5:30 P.M. in the Rose room at Creekmore Park (3301 S M St.) the neighborhood meeting for High Pointe at Kelly was started. Jackson Goodwin with Goodwin Engineering introduced the project, discussing the proposed PZD Application. He discussed the conceptual portions of the project and how the site is anticipated to be built out. Tyler Miller with the City of Fort Smith was in attendance and added additional information about the intent of the PZD, the formal city process for rezoning and rezoning information. The developer/owner Mark Rouse was also in attendance to field questions if necessary.

Mr. Goodwin then opened up the meeting to any questions. There were approximately (7) neighboring property Owner's in attendance. (A list of the property owners in attendance is attached)

A list of questions and concerns that were raised are included below:

- 1) General question about the location of the proposed PZD was raised. Mr. Goodwin and Mr. Miller both explained the limits of the current PZD citing exhibits showing the Area A and Area B Zones which were discussed in the PZD application. Several clarifications were made as to the extent of the current PZD and what was covered under the original PZD which was approved in 2022 and the amended report in 2024.
- 2) There was a concern raised about the on-site gas well and ongoing problems with noise and lack of landscaping. Property owner/developer Mark Rouse was in attendance and responded to the status of the noise complaints stating that he was currently exploring legal avenues for compelling Merrit to address the noise issues. Mark also reiterated that landscaping was designed, budgeted and scheduled for completion during the Phase 2 construction of the project.
- 3) Several residents raised concerns about traffic increases from the development of Phase 2. Mr. Goodwin (current engineer on project) and Mr. Miller with the city clarified that all residential uses and Traffic Impact Analysis were studied, addressed and approved in the original PZD which was completed in 2022 and was amended in 2024.
- 4) There was a general question about the PZD approval process. Mr. Goodwin and Mr. Miller clarified the process citing the neighborhood meeting as being the first step in the process. He the intent of the neighborhood meeting was to field and concerns with the project which could be forwarded to the directors during their Study Session. Mr. Miller and Mr. Goodwin then explained that any additional concerns from residents could be voiced at either the Planning Commission Meeting and/or during the final Board of Directions meeting if approved.
- 5) One of the landowners in attendance asked for clarification on the intended uses of the commercial portion if approved. Mr. Goodwin, Mr. Miller and Mr. Rouse all explained



Goodwin Engineering, LLC  
[jg@goodwin-engineering.com](mailto:jg@goodwin-engineering.com)  
479-926-6097

3503 Free Ferry Rd.  
Fort Smith, AR 72903

the Land Use Matrix and what each defined use could include. Mr. Rouse further disclosed a list of intended potential uses that he would like to see in the development.

There were some concerns raised about the potential for increased traffic and noise depending on the intended uses of the commercial areas. Mr. Rouse reiterated that his intent was to create a walkable area for local residents which would include areas like barbers, yoga studios.

After this formal question and answer session, the meeting devolved into individual discussions and conversations.

The formal meeting was adjourned at approximately 6:45 P.M



Goodwin Engineering, LLC  
 je@goodwin-engineering.com  
 479-926-60997

High Pointe at Kelley Ridge Phase II  
 PZD & MLUPA: Neighborhood Meeting  
 1-29-2026 5:30 pm

Creekmore Park, Azalea Room, 3301 S M St. Fort Smith, AR 72903

|     | Name            | Address               | Phone Number | Email                      |
|-----|-----------------|-----------------------|--------------|----------------------------|
| 1.  | Sharon Gosnell  | 4931 Handscrabble     |              | sggosnell@gmail.com        |
| 2.  | Wanda Gosnell   | "                     | "            | wegnell@gmail.com          |
| 3.  | David Boore     | 3308 S. 54th St       | 479-561-0108 | david.ibhok@gmail.com      |
| 4.  | TEJ JOHNSTON    | 3312 S. 54            | 479-931-9448 | TRJ7714@gmail.com          |
| 5.  | MELISSA JOHNSON | "                     | "            |                            |
| 6.  | Leslie Wintory  | 4926 Handscrabble Way | 417-9707     | lesliewintory@cox.net      |
| 7.  | Tyler Miller    | COFS                  | 479-784-2216 |                            |
| 8.  | Jackson Goodwin | 3503 Flee Ferry Rd    | 479-926-6097 | je@goodwin-engineering.com |
| 9.  | Ben Beland      | 5101 Gary St.         | 479-719-5440 |                            |
| 10. | Elliott Bell    |                       | 479-597-0103 |                            |
| 11. |                 |                       |              |                            |
| 12. |                 |                       |              |                            |
| 13. |                 |                       |              |                            |
| 14. |                 |                       |              |                            |
| 15. |                 |                       |              |                            |

# EXHIBIT A



### SITE LEGEND:

- PA POOL AMENITIES (GRILLES, OUTDOOR SEATING, FIREPLACE, BATHROOMS)
- PL POOL
- PB PICKLE BALL COURT
- VB BEACH VOLLEYBALL COURT
- MB MAILBOXES
- PG PLAYGROUND
- DR DOG RUN
- EV ELECTRICAL VEHICLE CHARGING
- BK BICYCLE PARKING
- DS DIRECTIONAL SIGNAGE
- LZ COMMERCIAL LOADING ZONE
- DP DUMPSTERS
- GW GAS WELL

### REQUIRED PARKING:

- MULTI-FAMILY
  - 1 PARKING SPACE PER 1 BEDROOM DWELLING UNIT
  - 1.5 PARKING SPACES PER 2+ BEDROOM DWELLING UNIT
  - 1 BICYCLE RACK PER 20 DWELLING UNITS
- COMMERCIAL
 

|                                      |              |
|--------------------------------------|--------------|
| MIN.                                 | MAX.         |
| RESTAURANT 1/300 SF GFA              | 1/100 SF GFA |
| RETAIL 1/600 SF GFA                  | 1/300 SF GFA |
| 1 TYPE A LOADING ZONE (10x20)        |              |
| 1 BICYCLE RACK PER 20 PARKING SPACES |              |



CONCEPT PLAN  
01/20/2026

## KELLEY RIDGE MIXED-USE & MULTI-FAMILY DEVELOPMENT

### ACTUAL PARKING: 421 SPACES

- INCLUDES: 15 ACCESSIBLE PARKING SPACES
- 2 ELECTRICAL VEHICLE CHARGING SPACES
- 1 COMMERCIAL LOADING ZONE

### PARKING CALCULATIONS:

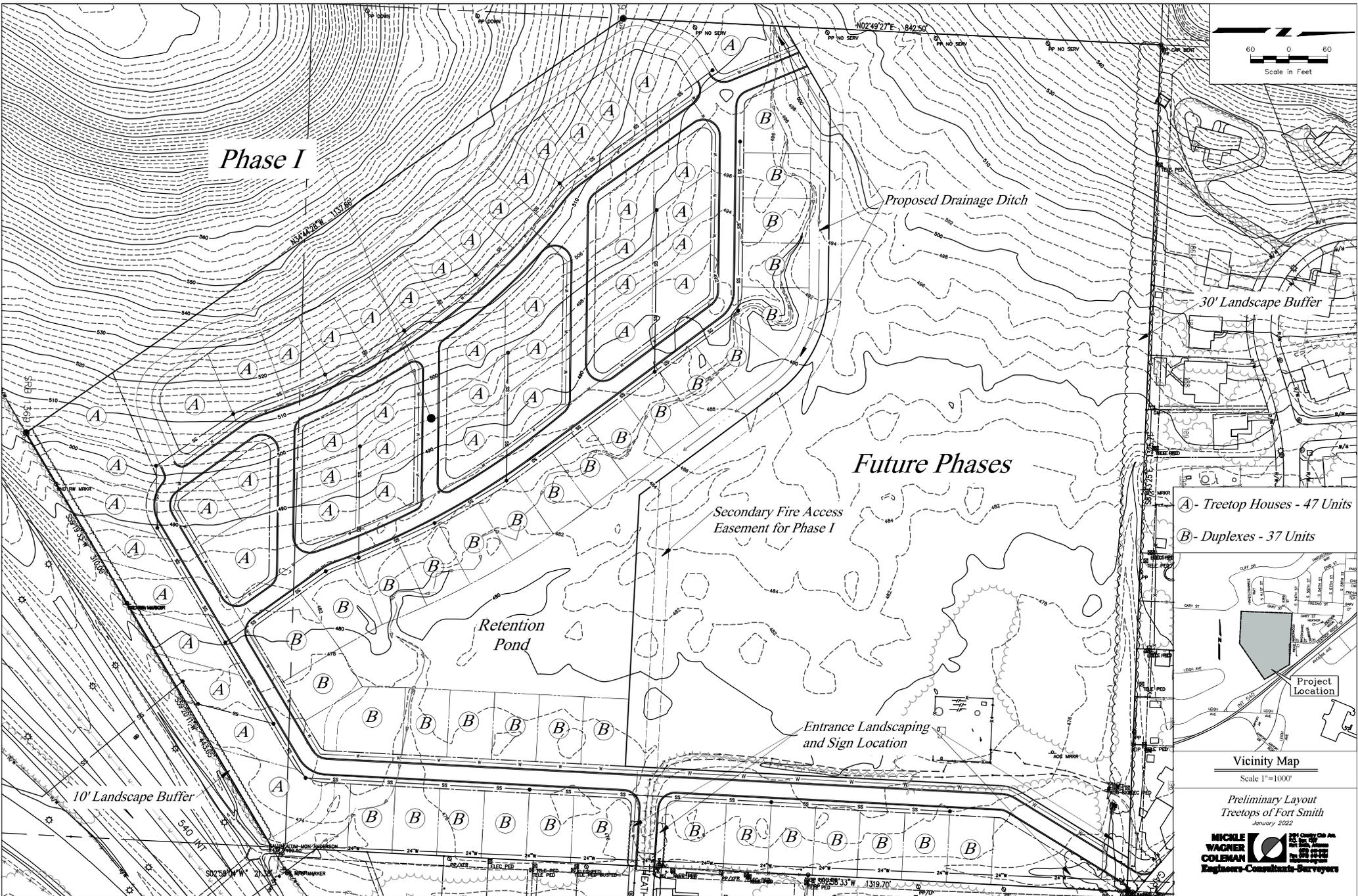
|  |            |  |
|--|------------|--|
| MULTI-FAMILY                           |            |  |
| 116 ONE-BEDROOM DWELLING UNITS * 1.0 = | 116        |  |
| 178 TWO-BEDROOM DWELLING UNITS * 1.5 = | 267        |  |
| <b>TOTAL</b>                           | <b>383</b> |  |
| PROVIDED:                              | 387        |  |

- BICYCLE RACKS: MULTI-FAMILY - 294 DWELLING UNITS / 20 = 15
- PROVIDED: 16

|              |                     |                     |
|--------------|---------------------|---------------------|
| COMMERCIAL   | MIN.                | MAX.                |
| RESTAURANT   | 2,400 SF / 300 = 8  | 2,400 SF / 100 = 24 |
| RETAIL       | 6,500 SF / 600 = 11 | 6,500 SF / 300 = 22 |
| <b>TOTAL</b> | <b>19</b>           | <b>46</b>           |
| PROVIDED:    | 31                  |                     |

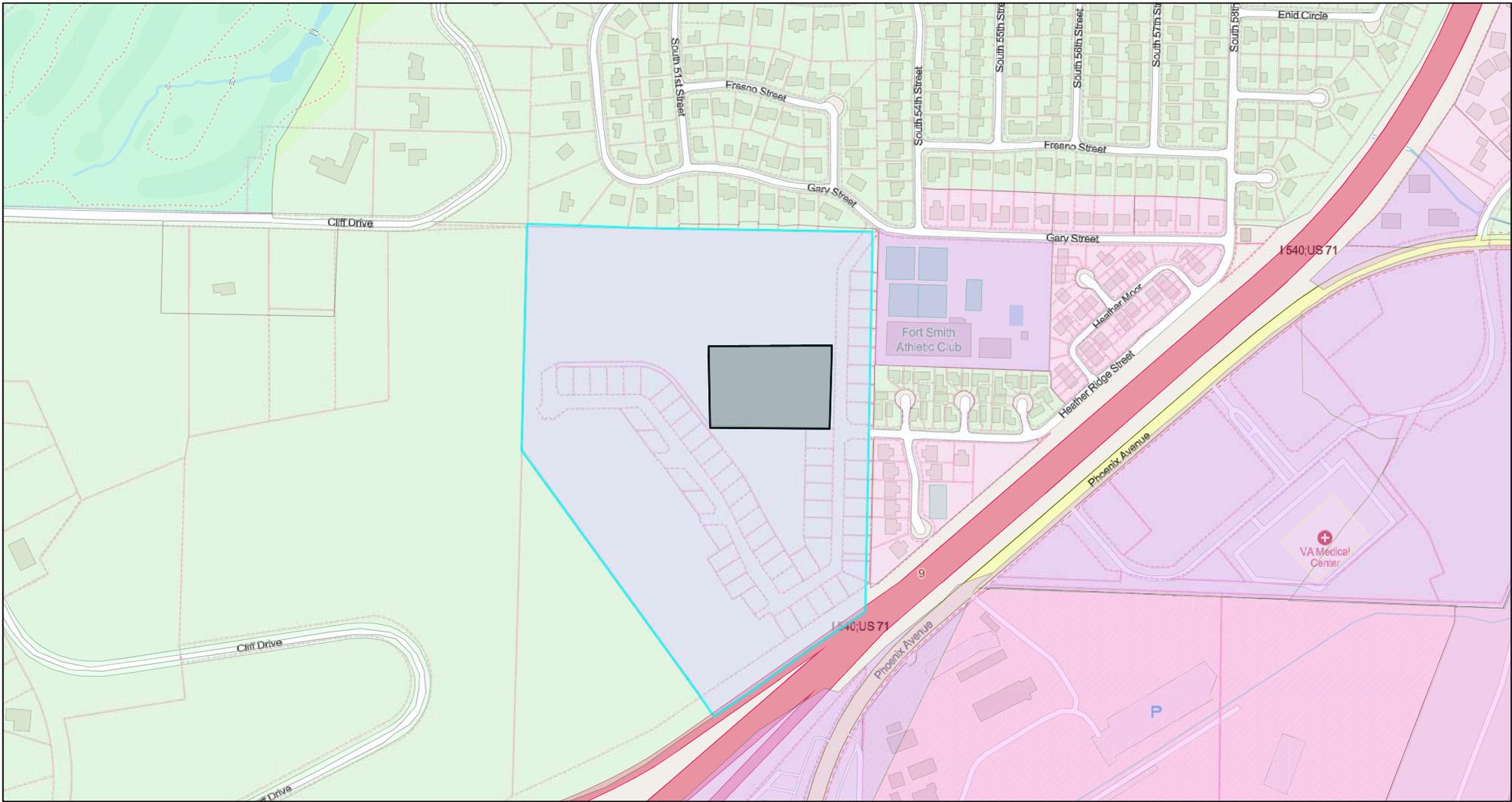
- COMMERCIAL - 32 PARKING SPACES / 20 = 2
- PROVIDED: 2





- A** - Treetop Houses - 47 Units
- B** - Duplexes - 37 Units

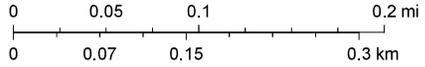
Master Land Use Plan Amendment #2-2-26 – A request for a Master Land Use Plan amendment from Residential Attached to Mixed Use Residential in a proposed Planned Zoning District (PZD) at 5300 Heather Ridge Street



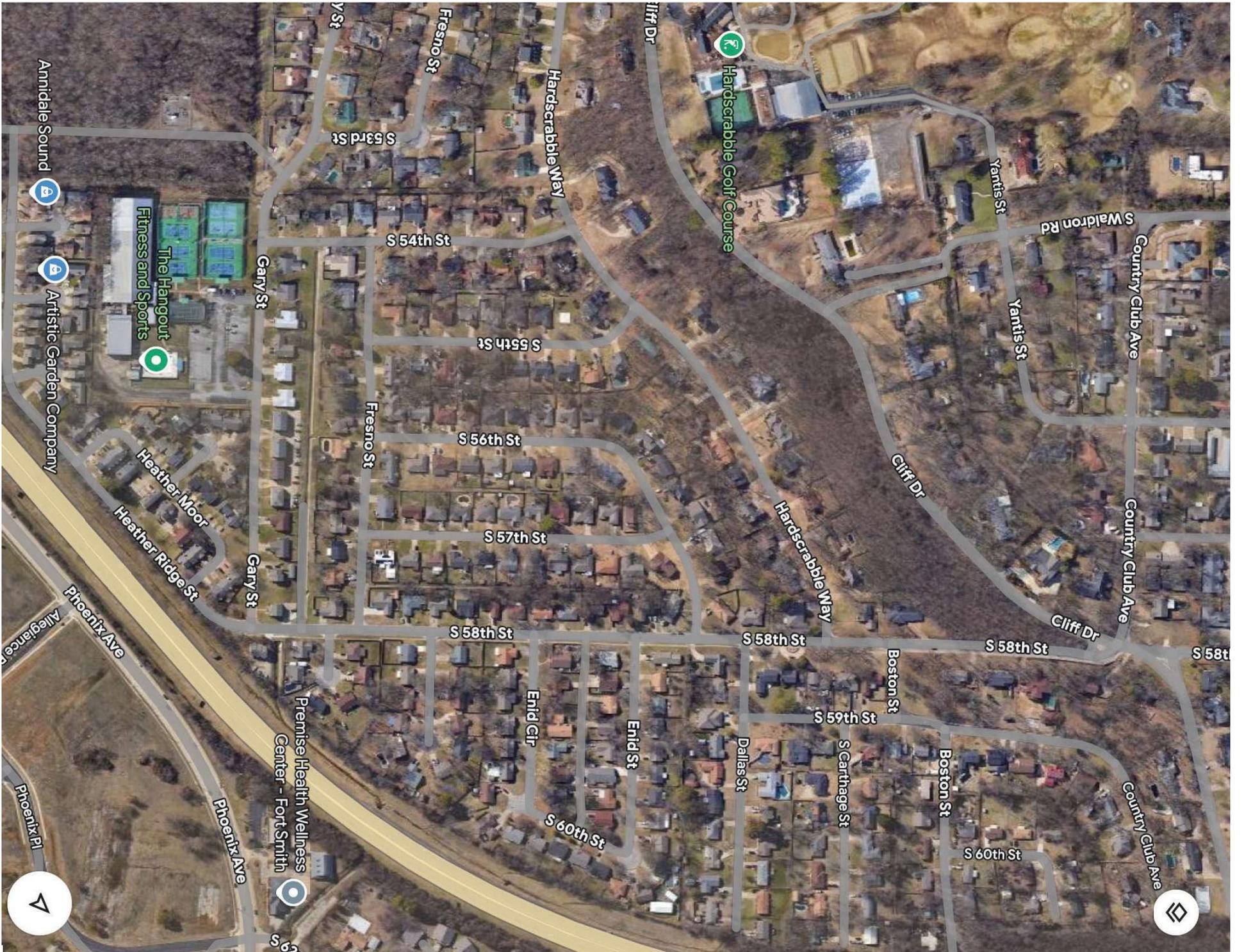
2/23/2026, 1:23:13 PM

- Land Use
- Residential Attached
  - General Commercial
  - Residential Detached
  - Parcels
  - Public/Institutional
  - Open Space

1:5,315



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri





**Fort Smith  
Planning Commission**

**Item Number: Rezoning #4-2-26**

**Hearing Date: February 10, 2026**

**Report Prepared by:**

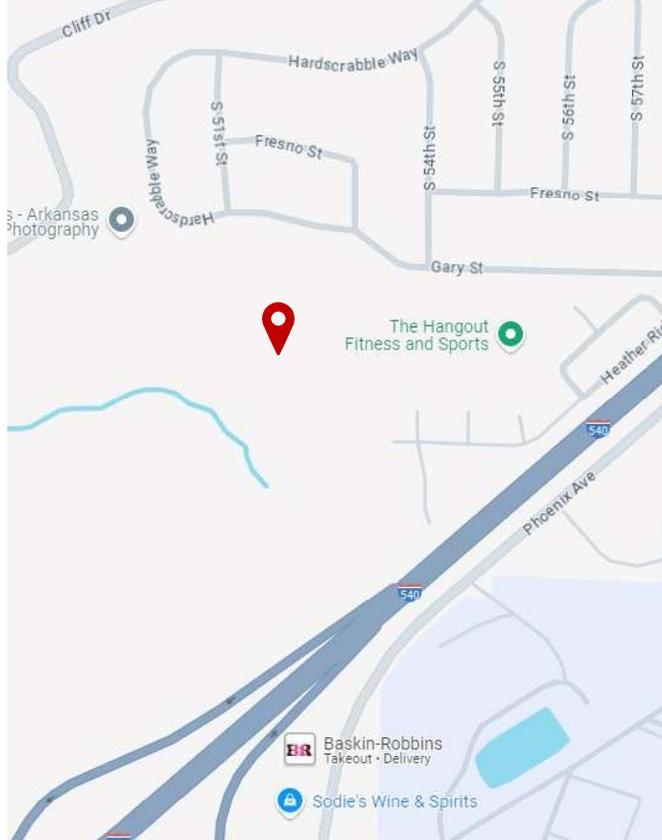
Planning Staff

**Owner and Applicant Information:**

Applicant: Goodwin Engineering, LLC

Owner: Treetops Fort Smith, LLC

**Location Map:**



**Applicant Proposal:**

Address: 5300 Heather Ridge

Present Use: Residential Subdivision and Undeveloped

Summary: A zone change from PZD Ord #36-22 to a PZD for mixed-use residential and commercial development

Total Tract Size for Rezoning: 16.92 Acres

Location: South of Gary Street and west of Heather Ridge Street located on Horizon Line Drive

**Existing Zoning:**

PZD

**Master Land Use Plan:**

Residential Attached

**Staff Recommendation:**

Approval

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** February 10, 2025

**Re:** Rezoning #4-2-26 – A request by Goodwin Engineering, LLC, agent for Treetops Fort Smith, LLC, for a zone change from a Planned Zoning District (PZD Ord #36-22) to a Planned Zoning District (PZD) by classification at 5300 Heather Ridge Street.

## **PROPOSED ZONING**

Approval of the PZD facilitates a rezoning of the northern 16.92 acres with two-character areas known as Character Area A (2.98 acres) and Character Area B (13.94 acres). Character Area B has the same land uses as the existing PZD (ORD 36-22) but allows for zero street frontage. Character Area A allows for a mixed-use residential and commercial development located interior to the site.

## **LOT LOCATION AND SIZE**

The subject property is south of Gary Street, west of Heather Ridge Street, and located on Horizon Line Drive. The tract contains an area of 16.92 acres with approximately 745 feet street frontage located on Horizon Line Drive.

## **REQUESTED ZONING**

The applicant has requested a Planned Zoning District (PZD). The purpose of a Planned Zoning District is to assure control of certain development while providing the applicant a means of gaining commitment without undue financial risk. Specifically, the purposes of a PZD are to encourage:

- Better utilization of sites characterized by special features of geographic location, topography, size, or shape;
- Flexible administration of general performance standards and development guidelines;
- Primary emphases shall be placed upon achieving compatibility between the proposed developments and surrounding areas to preserve and enhance the neighborhood through the use of enhanced site design, architecture, landscaping, and signage.
- Developments that utilize design standards greater than the minimum required by the UDO.

## **EXISTING ZONING**

The existing zoning is PZD (PZD Ord #26-22).

## **SURROUNDING ZONING AND LAND USE**

| <b>Direction</b> | <b>Land Use</b>                                       | <b>Zoning</b>   |
|------------------|---|---|
| North            | Single-family Residential Subdivision                 | RSD-2 (Residential Single Family – Duplex Low/Medium Density)<br>RSD-3 (Residential Single Family – Duplex Medium/High Density) |
| East             | Single-family Residential Subdivision and Health Club | RSD-3 (Residential Single Family – Duplex Medium/High Density)<br>T, (Transitional)   |
| West             | Undeveloped   | RE-1, Residential Estate One  |
| South            | I-540   | C-5-SPL (Commercial Heavy Special)  |

## **MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies Horizon Line Drive, Heather Ridge Street, and Aleron Avenue as local roads.

## **PROPOSED MASTER LAND USE PLAN**

A companion master land use plan amendment application has been submitted for a Mixed-Use Residential classification. This classification is intended to provide for a dense, compatible mix of retail, residential, employment and production activities designed for all modes of transportation.

## **PROJECT BOOKLET**

A copy of the project booklet is enclosed for your review. The following criteria shall be considered by the Planning Commission when reviewing the project booklet:

- A.** Is the site capable of accommodating the building(s), parking areas and drives with the appropriate open space provided? **YES**
- B.** Does the plan provide for safe and easy ingress, egress and internal traffic circulation? **YES**
- C.** Is the plan consistent with good land use planning and site engineering design principles, particularly with respect to safety? **YES**
- D.** Are the architectural designs consistent with the City of Fort Smith policies and regulations and compatible with surrounding land use features? **YES**
- E.** Does the Plan represent an overall development pattern that is consistent with the Master Street Plan, Master Land Use Plan, and other adopted planning policies? **Yes**
- F.** The required right-of-way dedication has been identified by the City Engineering Department? **YES**
- G.** All easements and utilities shall meet the requirements of the approving departments and agencies? **YES**

- H. Articulate how the plan minimizes or mitigates the impact of increased traffic both in volume and vehicle size. **The PZD includes a Traffic Impact Analysis prepared by Traffic Engineering Consultants, Inc. of Fayetteville, and includes a much larger commercial development versus what is currently proposed. The TIA limits total residential units to 47 single family homes, 37 duplexes, and 385 apartments with a maximum of 46,000 square feet of commercial development (the applicant is further limiting commercial to a maximum of 18,000s.f.).**

**Additionally, staff notes that details of the TIA include the location of studies, time of day, and time of year. The TIA was completed on Tuesday, March 15, 2022, while school was in session, during peak hours. The TIA determined the current traffic provides a “B” level of service. The proposed development with the addition of an all-way stop at South 58<sup>th</sup> Street and Boston Street will have a “C” level of service during the same peak hours. The all-way stop is based on future traffic and will not be installed until actual traffic warrants the need for installation. This was reviewed and accepted by the City of Fort Smith Engineering Department**

- I. Articulate how the plan exceeds the UDO requirements. (e.g. increased landscaping increased high quality materials, etc.) **The PZD booklet exceeds the UDO by retaining a natural 30’ buffer on the north property line, providing sidewalks on both sides of residential streets, and only allowing facade and monument style signage.**

## **SITE DESIGN FEATURES**

**Ingress/egress/traffic circulation** – The new subdivision will have internal streets that connect to Heather Ridge Street and Gary Street. Two new internal streets Horizon Line Drive and Aileron Avenue have already been constructed. The development has an existing 20’ private access easement that connects Horizon Line Drive to Sierra Sky Drive.

**Right-of-way dedication** – No right-of-way dedication is required.

**Drainage** – All drainage shall comply with the City’s Storm Drainage and Detention requirements. A retention pond located within the existing platted subdivision has been proposed and shall comply with the City’s 2011 Storm Drainage requirements. An existing storm water retention pond is located within the center of the subdivision.

**Landscaping & Screening** – There will be a 30’ undisturbed natural buffer located on the northern property line. The PZD states that all landscaping requirements will comply with the UDO.

**Parking** – The PZD states that all parking shall comply with Chapter 27-600 of the UDO.

**Signage** — No new signage is proposed at this time. The PZD states signage will comply with applicable UDO requirements. It also states that the PZD will comply with Section 27-704-1 signs permitted in residential zones. Character Area A and the property management building located within Character Area B will comply with Section 27-704-2 permitted signs in Transitional (T) zones but only allow facade and monument style signage.

**Sidewalks** – Sidewalks will be required on one side of the streets for residential portion of the subdivision and two sides of the commercial portion of the subdivision.

## **FACTORS TO BE CONSIDERED**

Approval, approval as amended, or denial of the application and project booklet shall be based on the following factors as outlined in Section 27-341-3(E) of the UDO:

- A. Compatibility with the Master Street Plan, and applicable area plans (e.g., corridor, neighborhood)

- B. Compatibility of the proposed development with the character of the neighborhood.
- C. The zoning and uses of adjacent and nearby properties, and the compatibility of the proposed future uses with those existing uses.
- D. The extent to which the proposed land use would increase or change traffic volume or parking demand in documented evidence or engineering data, road conditions, road safety, or create parking problems in combination with any improvements that would mitigate these adverse impacts.
- E. The current availability of public utilities and services and the future capacity needed to adequately serve the proposed land use in combination with any improvements that would mitigate these adverse impacts.
- F. That the application complies with all relevant ordinance requirements (for example 27-200, 27-500, 27-600, and 27-700).

### **NEIGHBORHOOD MEETING**

A neighborhood meeting was held Thursday, January 29, 2026, in the Creekmore Park Azalea Room at 3301 South M St, at 5:30 p.m. Seven (7) neighboring property owners attended the meeting. Neighbors expressed concerns about increased traffic, land use, noise, and protentional tenants. A copy of the meeting minutes and attendance sheet is included.

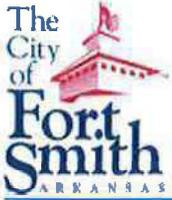
### **STAFF COMMENTS**

Ordinance 36-22 approved on May 3, 2022, amended the Master Land Use Plan to Residential Attached and rezoned the property to a Planned Zoning District. The PZD permits single-family residences, duplexes, row houses, town houses, and apartments. The first phase of development within the PZD currently exceeds the UDO by providing six (6) feet sidewalks on both sides of all internal streets, preserving 30 feet wide natural buffer on the northern property line, and the installation of individual trees interior the site for each lot.

The applicant requests to rezone the northern 16.92 acres of the original PZD, creating two-character areas known as Character Area A and Character Area B. Character Area A consists of a 2.98-acre tract located in the center of the subdivision allowing for a mixed-use development permitting the land uses in the attached land use chart. Character Area B includes 13.94 acres and utilizes the same land uses as the original PZD while allowing for lots without street frontage to accommodate future platting. Character Area B preserves the 30' natural buffer located on the northern property line adjacent to the existing single-family neighborhood.

### **STAFF RECOMMENDATIONS**

Staff supports the request for mixed-use development and recommends approval.



Application updated January 2022

# CITY OF FORT SMITH, ARKANSAS Planned Zoning Development

|                             |                   |
|-----------------------------|-------------------|
| <b>FOR STAFF USE ONLY</b>   | <b>FEE: \$350</b> |
| Date Application Submitted: | Zone:             |
| Date Accepted as Complete:  |                   |
| Project Number:             |                   |
| Public Hearing Date:        |                   |

**Application:**

Indicate one contact person for this request:

Applicant

Agent

**Applicant (person making request):**

Name:

E-mail:

**Agent (engineer, surveyor, realtor, etc.):**

Name:

E-mail:

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Site Address / Location:

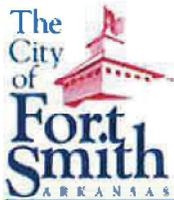
Current Zoning District:

Requested Zoning District:

Assessor's Parcel Number(s) for property:

Last updated: May 7, 2020

[www.fortsmithar.gov/index.php/planning-zoning](http://www.fortsmithar.gov/index.php/planning-zoning)



Application updated January 2022

Total Acreage:

Legal Description of property: Provide legal description in a word document.

Legal Description of property:

Restrictive Covenants Apply (attach to application)

**Note: Fees cover the administrative costs of advertising and notifying neighboring property owners. Fees are Non-Refundable.**

Describe Proposed Zoning Request, including the development of any construction on the property:

The purpose of the rezoning is to amend the existing PZD to allow for uses listed below and to create two-character areas for the subdivision. Character Area A will use the same land uses and remain unchanged from the existing zoning. Character Area A will include residential units and related uses only. These lots will consist of very small footprint houses (which were previously approved) that are two and three stories. The units will have balconies that overlook the houses below them and create a cascading effect. This gives each unit a great view out over the city. Duplex lots will also be created within the subdivision. There are two sub categories for the duplex lots, one with a rear alley and one without. The majority of the duplex units will be rear access through connected alleyways. Row house/townhouse units will also be developed within the subdivision. These units will be three connected townhouses with rear access garages. Apartment buildings and multifamily buildings will also be constructed as part of the development. A new mixed-use development located in the center of the subdivision known as Character Area B as shown on the character area map will include the new land uses such as those described in the attached Land Use Matrix. Additionally, Character Area B will allow mixed use commercial and residential buildings to allow for living units to be constructed and attached to the new commercial uses. The intent behind this amendment is to provide walkable commercial amenities to residents immediately adjacent the neighborhood. Additionally, a community recreational center with entertainment features will be constructed located in Character Area B and may include a boardwalk style area over a section of the detention pond. Property management services (office only) is also permitted by the PZD, and is not limited to Character Area B similar to the previously approved PZD. As previously stated, the mixed-use Character Area B will have a mix of commercial and residential uses that is not limited to a single building. These permitted uses for the PZD are listed in the attached land use chart for the existing PZD and the New Character Area B.

**PROPERTY OWNER(S) / AUTHORIZED AGENT:** The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830. Once deemed completed, no modification may be made unless requested or agreed upon by the Planning Department. Should modification to the application be requested after advertising, it shall be at the discretion of the Planning Commission to review or continue. Re-advertising fee may apply.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this application.

| Name and Signature  | Date |
|---|------|
| Mark Rouse<br>Digitally signed by Mark Rouse<br>Date: 2026.01.16 10:41:04 -06'00' |      |
|   |      |

Last updated: May 7, 2020

[www.fortsmithar.gov/index.php/planning-zoning](http://www.fortsmithar.gov/index.php/planning-zoning)

623 Garrison Avenue, Rm 331  
Fort Smith, AR 72901  
479-784-2216 [planning@fortsmithar.gov](mailto:planning@fortsmithar.gov)

**LETTER REGARDING RESTRICTIVE COVENANTS**

Restricted covenants are regulations that are maintained and enforced by the property owners of the subject subdivision. These covenants may be found in your abstract or at the County Circuit Clerks Office. Restrictive covenants are often enforced in subdivisions with homeowner's associations and can always be more restrictive but never less restrictive than the City of Fort Smith's Zoning Regulations. *(See attached additional information on restrictive covenants)*

TO: Planning Department

SUBJECT: Legal Description of Property: Provide legal description in a word document.

I have searched all applicable records, and to my best knowledge and belief, there are no restrictive covenants running with the above described land, except as follows:

- None; or
- Attach copy of Covenants in the application packet

**Submit**

NOTE: Applications can be submitted Online with Internet Explorer. If another browser is being used, the user will have to follow the instructions for electronic submission via email.

INSTRUCTIONS: To SUBMIT ELECTRONICALLY, please right click on download link and click save-as. Once the application has been downloaded to your device it can be filled out and submitted electronically.

**AUTHORIZATION OF AGENT**

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a master land use amendment by application do hereby authorize **Goodwin Engineering, LLC** to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

NAMES OF ALL OWNERS.

|    |            |
|----|------------|
| 1. | Mark Rouse |
| 2. |            |
| 3. |            |
| 4. |            |
| 5. |            |
| 6. |            |
| 7. |            |
| 8. |            |
| 9. |            |

SIGNATURE OF ALL OWNERS.



|  |
|--|
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|  |
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|  |

*This form is necessary only when the person representing this request does not own all the property.*

1-30-2025

## High Pointe at Kelly Ridge Neighborhood Meeting Summary 1-29-2026

At approximately 5:30 P.M. in the Rose room at Creekmore Park (3301 S M St.) the neighborhood meeting for High Pointe at Kelly was started. Jackson Goodwin with Goodwin Engineering introduced the project, discussing the proposed PZD Application. He discussed the conceptual portions of the project and how the site is anticipated to be built out. Tyler Miller with the City of Fort Smith was in attendance and added additional information about the intent of the PZD, the formal city process for rezoning and rezoning information. The developer/owner Mark Rouse was also in attendance to field questions if necessary.

Mr. Goodwin then opened up the meeting to any questions. There were approximately (7) neighboring property Owner's in attendance. (A list of the property owners in attendance is attached)

A list of questions and concerns that were raised are included below:

- 1) General question about the location of the proposed PZD was raised. Mr. Goodwin and Mr. Miller both explained the limits of the current PZD citing exhibits showing the Area A and Area B Zones which were discussed in the PZD application. Several clarifications were made as to the extent of the current PZD and what was covered under the original PZD which was approved in 2022 and the amended report in 2024.
- 2) There was a concern raised about the on-site gas well and ongoing problems with noise and lack of landscaping. Property owner/developer Mark Rouse was in attendance and responded to the status of the noise complaints stating that he was currently exploring legal avenues for compelling Merrit to address the noise issues. Mark also reiterated that landscaping was designed, budgeted and scheduled for completion during the Phase 2 construction of the project.
- 3) Several residents raised concerns about traffic increases from the development of Phase 2. Mr. Goodwin (current engineer on project) and Mr. Miller with the city clarified that all residential uses and Traffic Impact Analysis were studied, addressed and approved in the original PZD which was completed in 2022 and was amended in 2024.
- 4) There was a general question about the PZD approval process. Mr. Goodwin and Mr. Miller clarified the process citing the neighborhood meeting as being the first step in the process. He the intent of the neighborhood meeting was to field and concerns with the project which could be forwarded to the directors during their Study Session. Mr. Miller and Mr. Goodwin then explained that any additional concerns from residents could be voiced at either the Planning Commission Meeting and/or during the final Board of Directions meeting if approved.
- 5) One of the landowners in attendance asked for clarification on the intended uses of the commercial portion if approved. Mr. Goodwin, Mr. Miller and Mr. Rouse all explained



Goodwin Engineering, LLC  
[jg@goodwin-engineering.com](mailto:jg@goodwin-engineering.com)  
479-926-6097

3503 Free Ferry Rd.  
Fort Smith, AR 72903

the Land Use Matrix and what each defined use could include. Mr. Rouse further disclosed a list of intended potential uses that he would like to see in the development.

There were some concerns raised about the potential for increased traffic and noise depending on the intended uses of the commercial areas. Mr. Rouse reiterated that his intent was to create a walkable area for local residents which would include areas like barbers, yoga studios.

After this formal question and answer session, the meeting devolved into individual discussions and conversations.

The formal meeting was adjourned at approximately 6:45 P.M



Goodwin Engineering, LLC  
 je@goodwin-engineering.com  
 479-926-60997

High Pointe at Kelley Ridge Phase II  
 PZD & MLUPA: Neighborhood Meeting  
 1-29-2026 5:30 pm

Creekmore Park, Azalea Room, 3301 S M St. Fort Smith, AR 72903

|     | Name            | Address              | Phone Number | Email                      |
|-----|-----------------|----------------------|--------------|----------------------------|
| 1.  | Sharon Gosnell  | 4931 Handsomable     |              | sggosnell@gmail.com        |
| 2.  | Wanda Gosnell   | "                    | "            | wegnell@gmail.com          |
| 3.  | David Boore     | 3308 S. 54th St      | 479-561-0108 | david.ibhok@gmail.com      |
| 4.  | TEJ JOHNSTON    | 3312 S. 54           | 479-931-9448 | TRJ7714@gmail.com          |
| 5.  | MELISSA JOHNSON | "                    | "            |                            |
| 6.  | Leslie Wintory  | 4926 Handsomable Way | 417-9707     | lesliewintory@cox.net      |
| 7.  | Tyler Miller    | COFS                 | 479-784-2216 |                            |
| 8.  | Jackson Goodwin | 3503 Flee Ferry Rd   | 479-926-6097 | je@goodwin-engineering.com |
| 9.  | Ben Beland      | 5101 Gary St.        | 479-719-5440 |                            |
| 10. | Elliott Bell    |                      | 479-597-0103 |                            |
| 11. |                 |                      |              |                            |
| 12. |                 |                      |              |                            |
| 13. |                 |                      |              |                            |
| 14. |                 |                      |              |                            |
| 15. |                 |                      |              |                            |

PLANNED ZONING DISTRICT  
CERTIFICATION STATEMENT  
Application updated July 2021

The **Owner**, applicant for the property located at **5300 Heather Ridge**, does hereby certify that the Project Booklet for a Planned Zoning District complies with the City of Fort Smith's Planned Zoning District Regulations as defined in Section 27-341 of the Fort Smith Unified Development Ordinance

We hereby agree to the terms and conditions with the Project Booklet, and request the City of Fort Smith to approve the zoning.

Signature: **Mark Rouse**  
Digitally signed by Mark Rouse  
Date: 2026.01.16 10:41:33  
-06'00'

Name: **Mark Rouse**

Date: **1/16/2026**

**PZD PROJECT BOOKLET  
PLANNED ZONING DISTRICT APPLICATION**  
For  
**HIGH POINTE AT KELLY RIDGE Phase II  
MARK ROUSE**  
Prepared by  
**GOODWIN ENGINEERING, LLC**

A PZD was previously approved for entire 43 acre area known as High Pointe at Kelley Ridge (also known as PZD for Treetops of Fort Smith (ORD.36-22)). The proposed PZD amends the northern 16.92 acres of the original (PZD ORD #36-22) to a new PZD with two-character areas. Character Area A permits a 2.98-acre mixed-use residential and commercial development located in the center of High Pointe at Kelley Ridge. Character Area B contains the northern 13.94 acres and has the same permitted land uses as the original PZD allowing a mix of residential uses including a property management building.

In no instance shall the design requirements and development standards be less than those found in articles 27-200, 27-500, 27-600, and 27-700.

**3a. Reason (need) for requesting the zoning change and response to how the proposal fulfills the intent/purpose of the Planned Zoning District.**

High Pointe at Kelley Ridge allows commercial uses utilized by the neighborhood while creating a walkable community allowing residents access to personal services within the development. The proposed PZD has two character areas known as Character Area A and Character Area B. Character Area A is 2.98 acres and allows both commercial and residential uses as shown in the attached land use chart. Character Area B is 13.94 acres and allows zero street frontage lots accommodating future replatting. Character Area B's land uses remain unchanged from the previously approved PZD Ord 36-22, they include a mix of residential uses as well as a property management building with on-site amenities. Additionally, Character Area B will preserve the 30' natural buffer along the northern boundary adjacent to the existing single-family neighborhood.

**3b. Current ownership information (landowner/applicant and representative if applicable) and any proposed or pending property sales.**

Treetops Ft. Smith, LLC  
9422 Rogers Ave  
Ft. Smith AR, 72903

**3c. Summary description of the scope, nature, and intent of the proposal.**

The proposed PZD is intended to facilitate the creation of a mixed-use residential and commercial area located at the center of the High Pointe at Kelley Ridge Phase II development. The proposed PZD allows the addition of limited commercial land uses on the 2.98 acre area known Character Area A. Character Area B is 13.94 acres and retains the same land uses as PZD Ord 36-22.

**3d. General project scope:**

**i. Street and lot layout**

Please see Exhibit A and Exhibit B. Character Area A and Character Area B are limited within the defined areas.

**ii. Site plan showing proposed improvements**

Please see Exhibit A and Exhibit B.

**iii. Buffer areas, screening, and landscaping**

The subdivision will comply with the entrance sign/landscaping requirements detailed in the City's UDO. An existing 30' undisturbed natural buffer area will be preserved along the northern property line. The onsite property management office and commercial development will comply with all UDO landscaping requirements listed in section 27-602-3 and design requirements listed in Section 27-602-4-C for transitional/commercial structures.

**iv. Storm water detention areas and drainage**

A retention pond has been constructed for this PZD area. It is located in the center of the development at the northern portion of Phase I. A drainage report for the design has been previously submitted and approved by the City of Fort Smith Engineering staff. All drainage shall comply with the city's 2011 Storm Drainage requirements.

**v. Undisturbed natural areas**

A 30' undisturbed natural area will be preserved and located on the north property line.

**vi. Existing and proposed utility connections and extensions**

Existing sewer and water is located along Horizon Line Dr. The existing lines will be used to serve the entire development and any future public extensions. The water line will be looped with the second tie in being along Sierra Sky Dr. All utility extensions and future development will comply with the minimum design standards and specifications for construction as approved by the City of Fort Smith Utility Engineering staff.

**vii. Development and architectural design standards**

Development and architectural design standards will comply with the requirements of UDO as follows:

**1. Land Uses**

The land uses allowed by the PZD will be limited to the specific character areas known as Character Area A and Character Area B as shown in the attached land use chart.

**2. Signage**

Signage will comply with all applicable UDO requirements. Character Area B will

comply with Section 27-502-3 for subdivision markers and monuments and Section 27-704-1 signs permitted in residential zones.

Character Area A will comply with Section 27-704-2 permitted signs in Transitional (T) zones. All signs will be limited to monument or façade signage.

### 3. Exterior Building Facade

All exterior facade materials for any multifamily structure will follow the requirements of section 27-602-4(D) of the UDO.

The property management office for the multifamily development will comply with section 27-602-4(C) of the UDO.

All mixed-use development will comply with Section 27-602-4(C) of the UDO for commercial uses and Section 27-602-4(D) of the UDO for multifamily development.

### **viii. Building elevations**

A concept plan has been submitted for the development. All facade materials for multifamily structures will follow the requirements of section 27-602-4(D) of the UDO. The property management office for the multifamily development will comply with section 27-602-4(C) of the UDO.

All mixed-use development will comply with Section 27-602-4(C) of the UDO for commercial uses and Section 27-602-4(D) of the UDO for multifamily development.

### **ix. Proposed signage (type and size)**

All signage for High Pointe at Kelley Ridge Phase II Character Area B will comply with Section 27-502-3 for subdivision markers and monuments and Section 27-704-1 signs permitted in residential zones.

Character Area A will comply with Section 27-704-2 permitted signs in Transitional (T) zones. Only monument and façade signage shall be allowed.

### **3e. Proposed development phasing and timeframe**

High Pointe at Kelley Ridge Phase I began construction in 2022 with an expected completion date of 2026. Phase I B is anticipated to begin in 2026. High Pointe at Kelley Ridge Phase II including the Character Area A construction is anticipated to begin in 2026. High Pointe at Kelley Ridge Phase III, which includes townhouses located in Character Area B is anticipated to be fully designed and constructed after the completion of Phase II

**3f. Identify land use designations**

The current Master Land Use designation for the entire site is Residential Attached. A companion Master Land Use Plan Amendment has been submitted with this PZD rezoning requesting a change to Master Land Use Plan to Mixed-Use-R for the northern portion of Highpoint at Kelley Ridge containing 16.92 acres.

**3g. Identify area and bulk regulations**

Please see the three (3) charts below for the existing PZD, PZD for Character Area A, and PZD for Character Area B

|                             | Existing PZD Zoning         |                       |                       |   |   |
|-----------------------------|-----------------------------|-----------------------|-----------------------|---|---|
|                             | "Treetop Units"             | Duplexes              |                       | Townhouses  | Apartments  |
|                             | (Single Family Residential) | Rear Access           | Front Access          | Will comply   | Will comply   |
| <b>Area Req.:</b>           | 5,000 ft <sup>2</sup>       | 6,500 ft <sup>2</sup> | 6,500 ft <sup>2</sup> | <b>With section 27-411.1 D of the UDO as outlined in RS-5 with exceptions</b> | <b>With section 27-414 of the UDO as outlined in RM-4 with exceptions</b> |
| <b>Setbacks:</b>            |                             |                       |                       |   |   |
| <b>Front</b>                | 15'                         | 5'                    | 20'                   |   |   |
| <b>Rear</b>                 | 10'                         | 20'                   | 10'                   |   |   |
| <b>Side</b>                 | 5'                          | 5'                    | 5'                    |   |   |
| <b>Corner</b>               | 15'                         | 15'                   | 15'                   |   |   |
| <b>Min. Street Frontage</b> | 20'                         | 20'                   | 20'                   |   |   |
| <b>Max. Height:</b>         | 40'                         | 40'                   | 40'                   |   |   |

|                                     | <b>Proposed PZD Zoning<br/>Character Area B</b> |                          |                         |   |   |
|-------------------------------------|---|--------------------------|-------------------------|---|---|
|                                     | <b>"Treetop<br/>Units"</b>                      | <b>Duplexes</b>          |                         | <b>Townhouses</b>   | <b>Apartments</b>   |
|                                     | <b>(Single<br/>Family<br/>Residential)</b>      | <b>Rear<br/>Access</b>   | <b>Front<br/>Access</b> | <b>Will comply</b>  | <b>Will comply</b>  |
| <b>Area<br/>Req.:</b>               | 5,000 ft <sup>2</sup>                           | 6,500<br>ft <sup>2</sup> | 6,500 ft <sup>2</sup>   | <b>With section<br/>27-411.1 D of<br/>the UDO as<br/>outlined in<br/>RS-5 with<br/>exceptions</b> | <b>With section<br/>27-414 of the UDO as<br/>outlined in RM-4 with<br/>exceptions</b> |
| <b>Setbacks:</b>                    |   |                          |                         |   |   |
| <b>Front</b>                        | 15'   | 5'                       | 20'                     |   |   |
| <b>Rear</b>                         | 10'   | 20'                      | 10'                     |   |   |
| <b>Side</b>                         | 5'  | 5'                       | 5'                      |   |   |
| <b>Corner</b>                       | 15'   | 15'                      | 15'                     |   |   |
| <b>Min.<br/>Street<br/>Frontage</b> | 20'   | 20'                      | 20'                     | 0'  | 0'  |
| <b>Max.<br/>Height:</b>             | 40'   | 40'                      | 40'                     |   |   |

|   |  |
|---|--|
|   | <b>Proposed PZD Zoning<br/>Character Area A Mixed-Use<br/>Commercial/Residential</b>   |
|   | <b>Mixed Use-Residential and Commercial</b>  |
| <b>Commercial<br/>AREA LEASE<br/>SPACE<br/>MAXIMUM</b>    | <b>Commercial development shall be limited to a<br/>18,000 s.f. maximum in Character Area A</b><br><br><b>Each tenant lease space is limited to 6,000 s.f.<br/>maximum but total commercial development<br/>shall not exceed 18,000 s.f.</b> |
| <b>Minimum Lot Area<br/>Req.:</b>                         | 20,000 ft <sup>2</sup>   |
| <b>Setbacks:</b>  |  |
| <b>Front</b>  | 25'  |
| <b>Rear</b>   | 20'  |
| <b>Side</b>   | 15'  |
| <b>Side/Rear<br/>Adjacent to RS<br/>Dist./Development</b> | 40'  |
| <b>Street<br/>Side/Corner</b>                             | 15'  |
| <b>Min. Street<br/>Frontage</b>                           | 0'   |
| <b>Max. Height:</b>                                       | 50'  |

**3h. A chart comparing the proposed planned zoning district to the current zoning district requirements (land uses, setbacks, density, height, intensity, bulk and area regulations, etc.)**

Please see 3g and the included Land Use Chart.

**3i. A chart comparing the proposed land uses and the zoning district(s) where such land uses are permitted.**

Please see the included Land Use Chart.

**3j. A chart articulating how the project exceeds the UDO requirements (ex. Increased landscaping, increased high quality materials on the façade, etc.).**

High Pointe at Kelley Ridge Phase II exceeds the UDO by providing and preserving a 30' natural buffer located on the northern property line and only allowing monument and façade signage.

**3k. Statement of how the development will relate to the existing and surrounding properties in terms of land use, traffic, appearance, and signage.**

The PZD area will have a similar style to High Pointe at Kelley Ridge Phase I. The similarities between the development is intended to create a unified neighborhood feeling. The development will utilize similar signage, light poles, street signs, mailboxes and site elements throughout the entire High Pointe at Kelley Ridge development. A retention pond is located at the center of High Pointe at Kelley Ridge serving the development for storm water detention. Character Area A will provide a mixed-use development including commercial and residential uses located near the mentioned retention pond within walking distance for all residences within the subdivision. Character Area A will serve as a central communal hub providing a swimming pool, amenities, and personal uses providing the residences amenities to reduce traveling outside the subdivision.

**3l. A traffic study when required by the Engineering Department (consult with staff prior to submittal).**

A traffic study has been completed for the proposed development that includes the additional traffic generated by a commercial development within the High Pointe at Kelley Ridge development. To ensure a fair and accurate representation of the project, the traffic study includes counts from all Phases of the development and has been approved by the City of Fort Smith Engineering staff. A copy of the TIA is included within the PZD.

**3m. Statement of availability of water and sewer (state size of lines)**

High Pointe at Kelley Ridge Phase I included a sewer connection near the southeast corner of the Phase I development. City of Fort Smith Manhole No. M006-1360 connects to an existing 10" line that runs south from the phase I development underneath Interstate 540. Water was provided by two connections to the 24" main that runs along the eastern property boundary.

Phase II of the development, which includes mostly multi-family with some commercial development has sewer access from Manhole No. M006-1530 and M006-1535 located on Horizon Line Dr. It also has access to the 8" water main located on Horizon Line Dr. and will also tie into an existing 8" water line on Sierra Sky Dr.

# EXHIBIT A



**SITE LEGEND:**

- PA POOL AMENITIES (GRILLES, OUTDOOR SEATING, FIREPLACE, BATHROOMS)
- PL POOL
- PB PICKLE BALL COURT
- VB BEACH VOLLEYBALL COURT
- MB MAILBOXES
- PV PLAYGROUND
- DR DOG RUN
- EV ELECTRICAL VEHICLE CHARGING
- BK BICYCLE PARKING
- DS DIRECTIONAL SIGNAGE
- LZ COMMERCIAL LOADING ZONE
- DP DUMPSTERS
- GW GAS WELL

**REQUIRED PARKING:**

- MULTI-FAMILY
  - 1 PARKING SPACE PER 1 BEDROOM DWELLING UNIT
  - 1.5 PARKING SPACES PER 2+ BEDROOM DWELLING UNIT
  - 1 BICYCLE RACK PER 20 DWELLING UNITS
- COMMERCIAL
 

|                         |              |
|-------------------------|--------------|
| MIN.                    | MAX.         |
| RESTAURANT 1/300 SF GFA | 1/100 SF GFA |
| RETAIL 1/600 SF GFA     | 1/300 SF GFA |

  - 1 TYPE A LOADING ZONE (10x20)
  - 1 BICYCLE RACK PER 20 PARKING SPACES



CONCEPT PLAN  
01/20/2026

## KELLEY RIDGE MIXED-USE & MULTI-FAMILY DEVELOPMENT

**ACTUAL PARKING: 421 SPACES**

- INCLUDES: 15 ACCESSIBLE PARKING SPACES
- 2 ELECTRICAL VEHICLE CHARGING SPACES
- 1 COMMERCIAL LOADING ZONE

**PARKING CALCULATIONS:**

|  |            |
|--|------------|
| MULTI-FAMILY                               |            |
| 116 ONE-BEDROOM DWELLING UNITS * 1.0 = 116 |            |
| 178 TWO-BEDROOM DWELLING UNITS * 1.5 = 267 |            |
| <b>TOTAL</b>                               | <b>383</b> |
| PROVIDED:                                  | 387        |

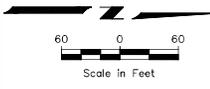
- BICYCLE RACKS: MULTI-FAMILY - 294 DWELLING UNITS / 20 = 15
- PROVIDED: 16

|              |                     |                     |
|--------------|---------------------|---------------------|
| COMMERCIAL   | MIN.                | MAX.                |
| RESTAURANT   | 2,400 SF / 300 = 8  | 2,400 SF / 100 = 24 |
| RETAIL       | 6,500 SF / 600 = 11 | 6,500 SF / 300 = 22 |
| <b>TOTAL</b> | <b>19</b>           | <b>46</b>           |
| PROVIDED:    | 31                  |                     |

- COMMERCIAL - 32 PARKING SPACES / 20 = 2
- PROVIDED: 2







*Phase I*

Proposed Drainage Ditch

30' Landscape Buffer

*Future Phases*

Secondary Fire Access Easement for Phase I

Retention Pond

Entrance Landscaping and Sign Location

10' Landscape Buffer

- A- Treetop Houses - 47 Units
- B- Duplexes - 37 Units



Vicinity Map  
Scale 1"=1000'

Preliminary Layout  
Treetops of Fort Smith  
January 2022

**MICKLE  
WAGNER  
COLEMAN**  
Engineers-Consultants-Surveyors









Area "A"

Legal Description for High Pointe @ Kelley Ridge, Phase 2 Character Area A:

Part of the Northwest (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 26, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING an existing aluminum monument (RLS1272) marking the Northeast corner of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, being the Northeasterly corner of Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, an addition to the city of Fort Smith, Sebastian County, Arkansas, Filed as Plat No. 2024-09848; THENCE N87°43'25"W, along the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, 57.98 feet to the Northerly corner of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A; thence leaving the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26 and along the Northerly lines of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, the following courses (bearing and distances): S38°03'39"W, 140.82 feet to a point; 54.19 feet along the arc of a curve to the left, having a radius of 88.50 feet and a chord bearing and distance of S20°31'05"W, 53.35 feet to a point; S02°58'32"W, 252.62 feet to a point and THE POINT OF BEGINNING; thence; S02°58'32"W, 325 feet; thence N87°01'28"W, 400 feet to a point; thence N02°58'32"E, 325 feet to a point; thence S87°01'28"E 400 feet to the POINT OF BEGINNING, containing 2.984 acres, more or less.

Area "B"

Legal Description for High Pointe @ Kelley Ridge, Phase 2 Character Area B:

Part of the Northwest (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 26, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

COMMENCING an existing aluminum monument (RLS1272) marking the Northeast corner of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, being the Northeasterly corner of Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, an addition to the city of Fort Smith, Sebastian County, Arkansas, Filed as Plat No. 2024-09848; THENCE N87°43'25"W, along the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, 57.98 feet to the Northerly corner of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A and the POINT OF BEGINNING; THENCE leaving the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26 and along the Northerly lines of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, the following courses (bearing and distances): S38°03'39"W, 140.82 feet to a point; 54.19 feet along the arc of a curve to the left, having a radius of 88.50 feet and a chord bearing and distance of S20°31'05"W, 53.35 feet to a point; S02°58'32"W, 252.62 feet to a point; thence N87°01'28"W, 400 feet to a point; thence S02°58'32"W, 325 feet to a point; thence N87°01'28"W, 66.37 feet to a point; N36°33'43"W, 202.78 feet to a point; 182.68 feet along the arc of a curve to the left, having a radius of 198.50 feet and a chord bearing and distance of N62°55'35"W, 176.30 feet to a point; N89°17'27"W, 276.93 feet to a point; 29.50 feet along the arc of a curve to the left, having a radius of 55.00 feet and a chord bearing and distance of S75°20'36"W, 29.15 feet to a point; S59°58'40"W, 57.34 feet to the Northwesterly corner of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A; THENCE leaving the Northerly lines of said Corrective Plat, High Pointe at Kelley Ridge, Phase 1A, S59°58'40"W, 71.64 feet to a point on the West line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26; THENCE N02°49'27"E, along the West line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, 589.90 feet to an existing 1/2" rebar marking the Northwest corner of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26; THENCE leaving the West line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, S87°43'25"E, along the North line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, 1267.73 feet to the POINT OF BEGINNING, containing 13.935 acres, more or less.



**TO:** Rouse Custom Homes

**FROM:** Nathan Becknell, P.E., PTOE, PTP

**SUBJECT:** High Pointe at Kelley Ridge (Treetops)  
Traffic Review – Site Change

**LOCATION:** north side of I-540 where Heather Ridge Street ends  
Fort Smith, Arkansas



**INTRODUCTION**

Traffic Engineering Consultants, Inc. (TEC) prepared a Traffic Impact Analysis (TIA) for the High Pointe at Kelley Ridge (Treetops) Development on November 26, 2024. Since that TIA was submitted the site map has changed as shown in **Figure 1**. The site map from the 2024 TIA is shown in **Figure 2**. The two site maps show similar uses and locations on the site as well as the same access and traffic circulation routes.

**SITE GENERATED TRAFFIC**

To determine the effects a new development will have on an existing street system, the new or additional traffic must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the traffic expected to be generated by different land use types. The resulting traffic volumes projected to be generated by the proposed development once completed are indicated in **Table 1**.

**TABLE 1**  
Projected Site Generated Trips

| Building Type (Land Use)                     | ITE Land Use Code | Approximate Gross Floor Area or Other | Average Weekday Vehicle Trips |  |                                  | Average AM Peak Hour Directional Distribution |     | Average AM Peak Hour Directional Trips (vph) |            | Average PM Peak Hour Directional Distribution |     | Average PM Peak Hour Directional Trips (vph) |            |
|--|-------------------|---------------------------------------|-------------------------------|--|----------------------------------|---|-----|--|------------|---|-----|--|------------|
|  |                   |                                       | Per Day                       | Per Peak Hour of Adjacent Street Traffic |                                  |   |     |  |            |   |     |  |            |
|  |                   |                                       |                               | (vpd)                                    | One Hour Between 7am & 9am (vph) | One Hour Between 4pm & 6pm (vph)              | IN  | OUT  | IN         | OUT   | IN  | OUT  | IN         |
| Trip Rate*<br>Single-Family Detached Housing | 210               | (Dwelling Units)<br>48                | 13.60                         | 0.79                                     | 1.02                             | 27%   | 73% | 10   | 28         | 62%   | 38% | 30   | 19         |
| Trip Rate*<br>Single-Family Attached Housing | 215               | (Dwelling Units)<br>164               | 6.55                          | 0.50                                     | 0.52                             | 25%   | 75% | 21   | 61         | 57%   | 43% | 49   | 37         |
| Trip Rate*<br>Multifamily Housing (Low-Rise) | 220               | (Dwelling Units)<br>294               | 6.04                          | 0.39                                     | 0.51                             | 24%   | 76% | 28   | 88         | 62%   | 38% | 92   | 56         |
| Trip Rate*<br>Strip Retail Plaza             | 822               | (Sq. Ft. GFA)<br>18,000               | 54.96                         | 3.93                                     | 6.33                             | 55%   | 45% | 39   | 32         | 50%   | 50% | 57   | 57         |
| <b>Total</b>                                 |                   |                                       | <b>4,492</b>                  | <b>307</b>                               | <b>397</b>                       |   |     | <b>98</b>                                    | <b>209</b> |   |     | <b>228</b>                                   | <b>169</b> |

\* Trip Rates from "TRIP GENERATION MANUAL", 12th Ed., Institute of Transportation Engineers.

The traffic volumes projected to be generated by the proposed development from the 2024 TIA is shown in **Table 2**.

**TABLE 2**  
Projected Site Generated Traffic Volumes

| Building Type (Land Use)                         | ITE Land Use Code | Approximate Gross Floor Area or Other | Average Weekday Vehicle Trip Ends |  |                                  | Average AM Peak Hour Directional Distribution |     | Average AM Peak Hour Directional Traffic (vph) |            | Average PM Peak Hour Directional Distribution |     | Average PM Peak Hour Directional Traffic (vph) |            |
|--|-------------------|---------------------------------------|-----------------------------------|--|----------------------------------|---|-----|--|------------|---|-----|--|------------|
|  |                   |                                       | Per Day                           | Per Peak Hour of Adjacent Street Traffic |                                  |   |     |  |            |   |     |  |            |
|  |                   |                                       |                                   | (vpd)                                    | One Hour Between 7am & 9am (vph) | One Hour Between 4pm & 6pm (vph)              | IN  | OUT  | IN         | OUT   | IN  | OUT  | IN         |
| <b>Phase I</b>                                   |                   |                                       |                                   |  |                                  |   |     |  |            |   |     |  |            |
| Trip Rate*<br>Single-Family Detached Housing     | 210               | (Dwelling Units)<br>47                | 10.72                             | 0.81                                     | 1.04                             | 26%   | 74% | 10   | 28         | 63%   | 37% | 31   | 18         |
| Trip Rate*<br>Single-Family Attached Housing     | 215               | (Dwelling Units)<br>74                | 6.94                              | 0.45                                     | 0.55                             | 31%   | 69% | 10   | 23         | 57%   | 43% | 23   | 18         |
| <b>Future Phases</b>                             |                   |                                       |                                   |  |                                  |   |     |  |            |   |     |  |            |
| Trip Rate*/**<br>Shopping Plaza                  | 821               | (Sq. Ft. GFA)<br>46,000               | 67.52                             | 1.73                                     | 5.19                             | 62%   | 38% | 50   | 30         | 49%   | 51% | 117  | 122        |
| Trip Rate*/**<br>Multifamily Housing (Low-Rise)  | 220               | (Dwelling Units)<br>105               | 5.70                              | 0.53                                     | 0.63                             | 24%   | 76% | 13   | 43         | 63%   | 37% | 41   | 24         |
| Trip Rate*/***<br>Multifamily Housing (Low-Rise) | 220               | (Dwelling Units)<br>280               | 6.14                              | 0.39                                     | 0.50                             | 24%   | 76% | 26   | 84         | 63%   | 37% | 89   | 52         |
| <b>Total</b>                                     |                   |                                       | <b>6,441</b>                      | <b>317</b>                               | <b>536</b>                       |   |     | <b>109</b>                                     | <b>208</b> |   |     | <b>301</b>                                     | <b>234</b> |

\* Trip Rates from "TRIP GENERATION MANUAL", 11th Ed., Institute of Transportation Engineers.

\*\* Commercial sq. ft. GFA based on 20% by acre. Dwelling units based on 20 units per acre. For 5.27 acres.

\*\*\* Dwelling units based on 30 units per acre for 9.33 acres.

## **CONSIDERATIONS**

The two site maps show similar uses and locations on the site as well as the same access and traffic circulation routes. The peak proposed trips reduced from 536 trips to 397 trips during the p.m. peak hour and 317 trips to 307 trips during the a.m. peak hour. Levels-of-service would be expected to improve during the critical peak hour as a result of the site plan changes.

The recommendation to convert the intersection of S 58th Street/Boston Street to all-way stop control may not be necessary on the same timeline as recommended in the traffic impact analysis. It is recommended that any improvements to the intersection be installed on an as needed basis when field conditions demand.

## **SUMMARY**

The traffic impact analysis from November 26, 2024 is pertinent for the most recent site map and may be considered current.

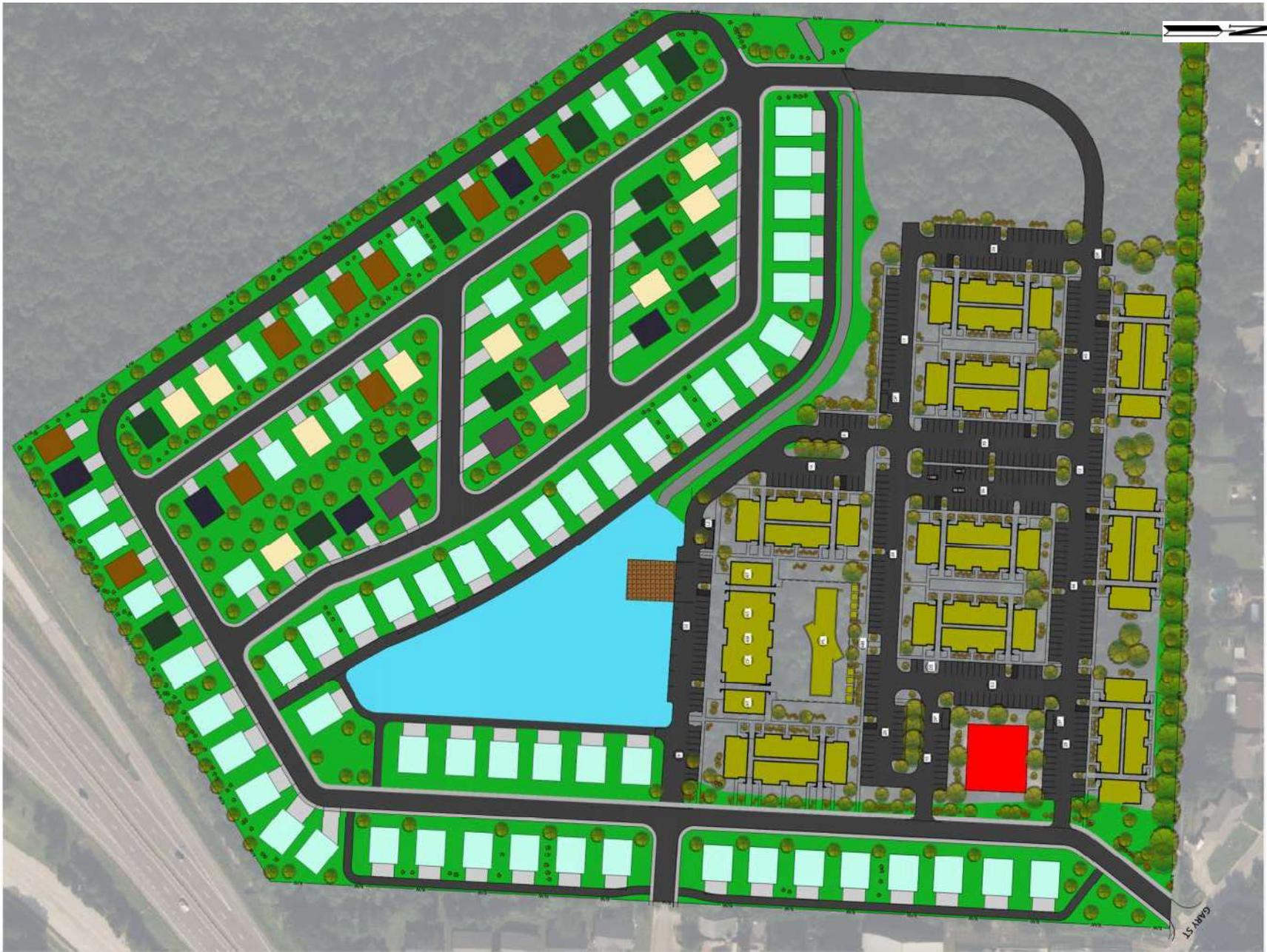


FIGURE 1. Current Site Map  
High Pointe at Kelley Ridge  
Fort Smith, Arkansas

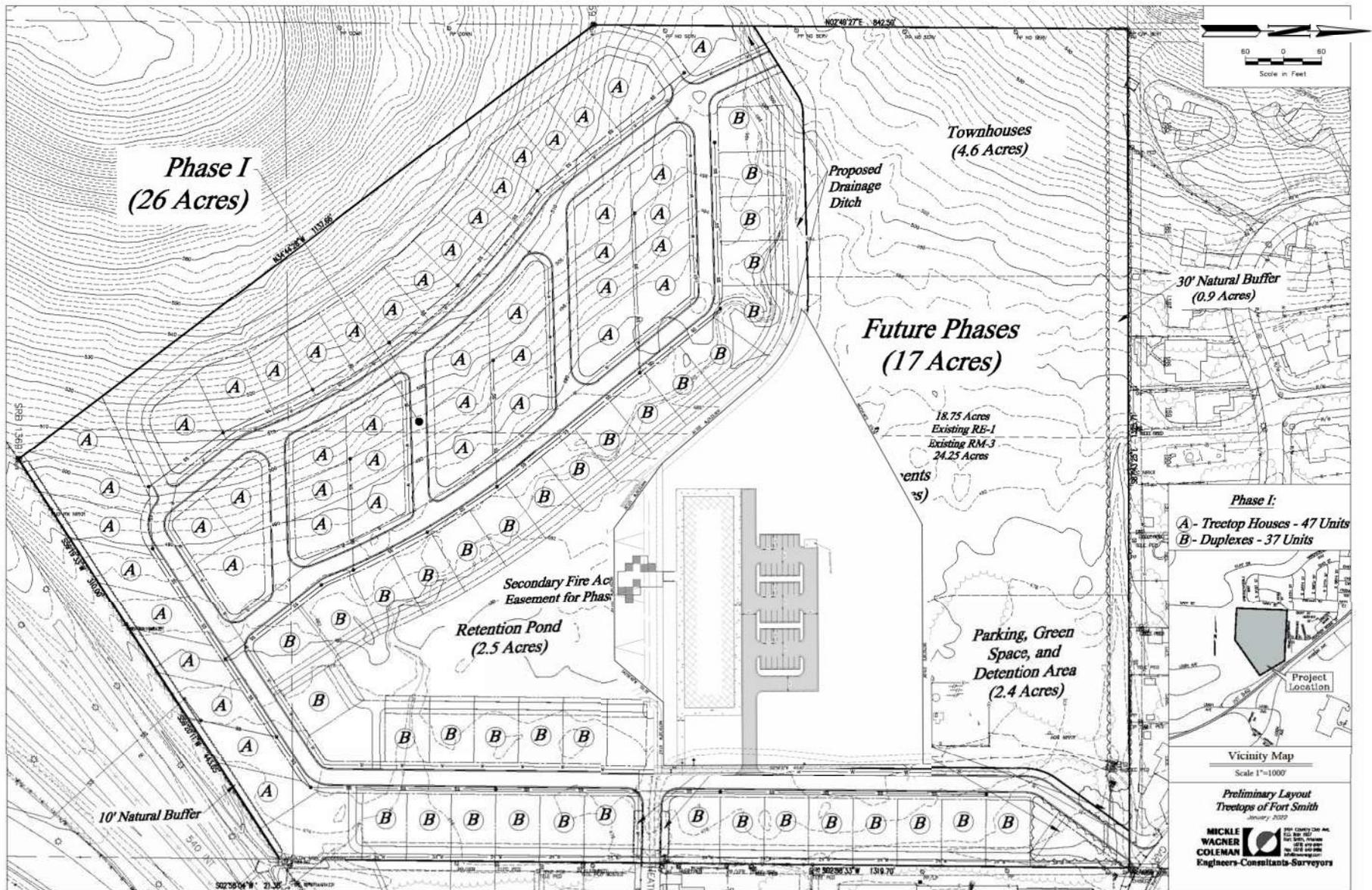


FIGURE 2. Previous Site Map  
 High Pointe at Kelley Ridge  
 Fort Smith, Arkansas

### INTER-OFFICE MEMO

**TO:** Maggie Rice, Deputy City Administrator/Director of Development Services

**FROM:** Stan Snodgrass, P.E., Director of Engineering

**DATE:** December 23, 2024

**SUBJECT:** **Proposed Treetops Development (High Pointe at Kelley Ridge)  
Traffic Impact Analysis for Proposed Commercial Area**

Traffic Engineering Consultants, Inc. of Fayetteville has submitted a revised Traffic Impact Analysis (TIA) for the subject development. This TIA considers the additional 46,000 square foot commercial use and 385 apartment units (previously 36 single family attached homes and at most 300 apartment units) for future phases. The purpose of the TIA is to identify potentially adverse impacts to the existing transportation network from the proposed development and identify means to address those adverse impacts.

Traffic capacity analyses including Level of Service determinations were completed at the following intersections:

- South 58<sup>th</sup> Street and Cliff Drive intersection
- South 58<sup>th</sup> Street, Country Club Avenue & Cliff Drive intersection
- South 58<sup>th</sup> Street and Boston Street intersection

The traffic capacity analyses were completed based on 2022 existing traffic and also with the additional projected traffic from the proposed Treetops development. The TIA determined that the intersections currently operate at a Level of Service "B" or higher during the a.m. and p.m. peak hours. With the future traffic from the proposed revised development, all intersections are expected to operate at a Level of Service "C" or higher during the same peak hours with the exception of the intersection of South 58<sup>th</sup> Street and Boston Street intersection which would be expected to operation at a Level of Service "F" in its current configuration.

*The intersection of South 58<sup>th</sup> Street and Boston Street was modeled with all-way stop control (3 way stop) based on the future traffic. With the all-way stop control the intersection would be expected to operate at level-of-service "C" or higher during the peak hours and throughout the remainder of the day and week. The critical approach would be expected to operate at level-of-service "C" or higher during the a.m. and p.m. peak hours. It should be noted that the all-way stop control will not be installed until the actual future traffic warrants the need for the installation.*

Given, the concerns of the neighborhood, the revised TIA was submitted to the transportation engineering group of Halff Associates in Little Rock to obtain an independent review. Halff Associates agrees with the results of the TIA prepared by Traffic Engineering Consultants, Inc. A copy of their review letter is attached.

I concur with the results of the TIA and also expect the additional traffic to have a minimal impact to the intersections. The projected Level of Service "C" with the proposed all-way stop control is acceptable under the requirements of the City's Unified Development Ordinance.

Attachments



# TRAFFIC IMPACT ANALYSIS

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The Treetops of Fort Smith  
Fort Smith, Arkansas

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Prepared for:  
Rouse Custom Homes  
April 2022 (revised November 2024)

Prepared by:  
Traffic Engineering Consultants, Inc.



## 1.0 INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained by Rouse Custom Homes to conduct a traffic impact analysis (TIA) for a proposed residential development to be constructed in Fort Smith, Arkansas. The study was requested to determine the effects the residential development would have on the adjacent street system, to review the available access and to provide recommendations for improvements that may be necessary to accommodate the traffic expected to be generated by the development.

## 2.0 BACKGROUND

The site of the proposed development is located along the north side of I-540 where Heather Ridge Street ends in Fort Smith, Arkansas as shown in **Figure 1**. The development will contain 47 single family homes and 37 duplexes for Phase I, with an additional 46,000 square foot GFA commercial use and 385 apartment units (previously 36 single family attached homes and at most 300 apartment units) for future phases. Access to the development, as shown in **Figure 2**, is proposed via a full-access driveway on Heather Ridge Street and a full-access driveway on Gary Street.

Heather Ridge Street is a two-lane residential street with a posted speed limit of 30 mph. Gary Street is a two-lane residential street with unposted speed limit. Heather Ridge Street and Gary Street are the sole access routes for the site. Both routes lead to the t-intersection of S 58<sup>th</sup> Street and Gary Street. S 58<sup>th</sup> Street is a two-lane northbound/southbound local street with free movements at the intersection and a posted speed limit of 30 mph. Boston Street is a two-lane eastbound/westbound local street with stop control at the intersection and an unposted speed limit. The southbound approach has a dedicated left turn bay. Boston Street provides for a meandering route through residential areas that leads to Rogers Avenue.

S 58<sup>th</sup> Street continues north to the intersection of S 58<sup>th</sup> Street, Cliff Drive, and Country Club Avenue. Country Club Avenue is a two-lane eastbound/westbound local street with a posted speed limit of 30 mph. Cliff Drive is a two-lane eastbound/westbound local street with a posted speed limit of 30 mph. The intersection of S 58<sup>th</sup> Street, Cliff Drive, and Country Club Avenue is divided into two intersections separated by 150 feet. The southern intersection is all-way-stop controlled and the northern t-intersection



FIGURE 1. Site Location Map  
Fort Smith, Arkansas

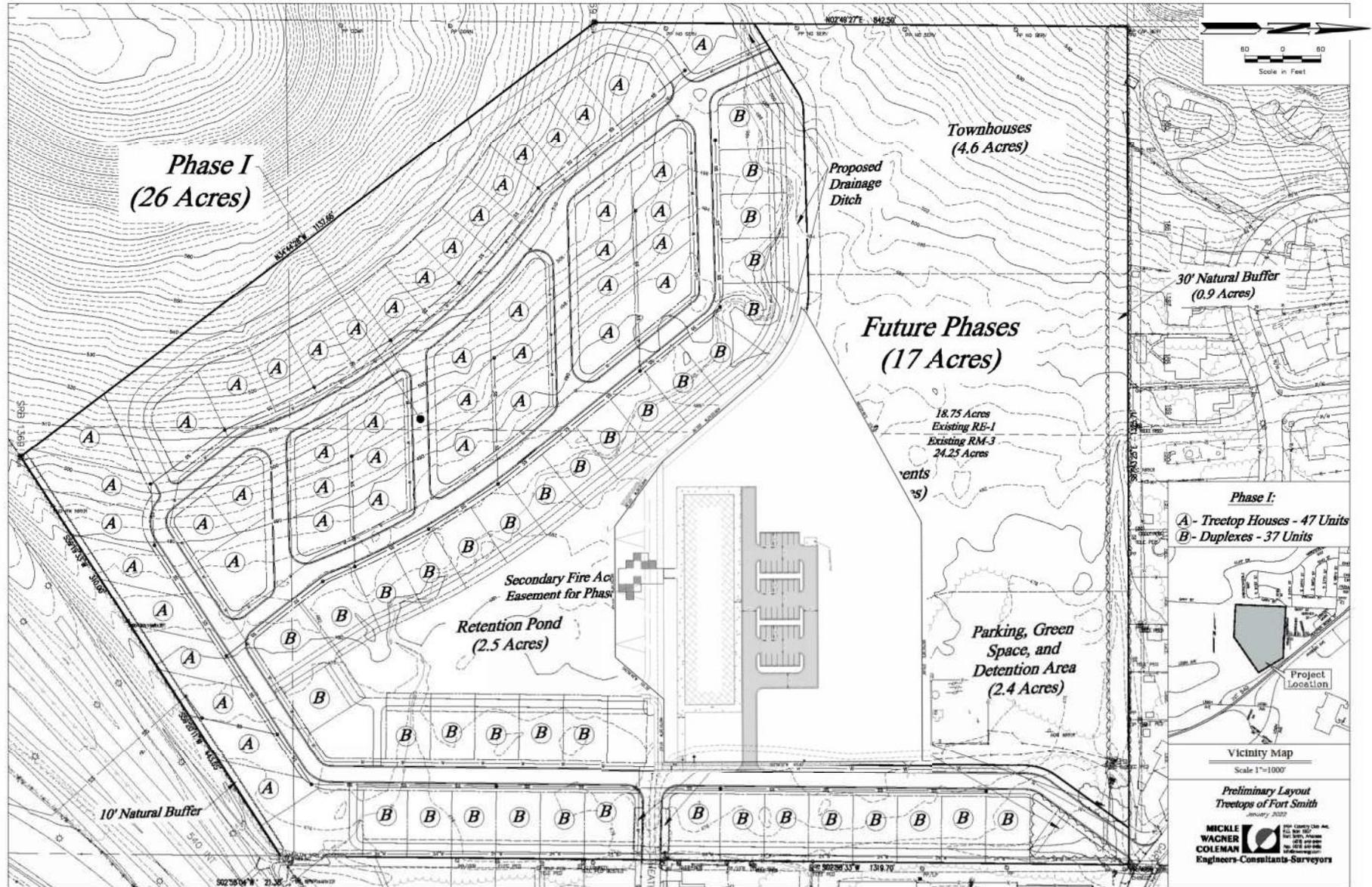


FIGURE 2. Proposed Site Plan

is stop controlled on the Cliff Drive approach. The northbound right turn for both intersections is channelized with yield entry. The eastbound and westbound approaches at both intersections have dedicated left turn bays.

### 3.0 TRAFFIC DATA COLLECTION

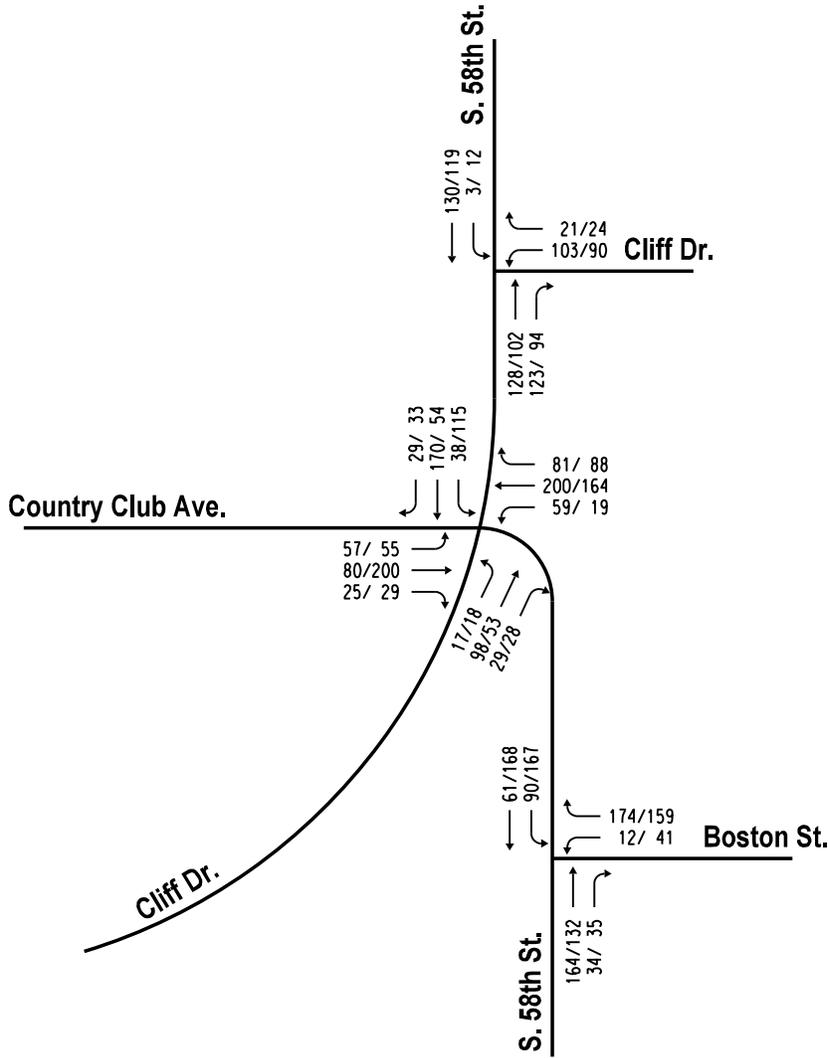
Existing traffic volume data was collected adjacent to the proposed development in March 2022. Peak hour turning movement volumes were collected at the intersections of S 58<sup>th</sup> Street and Boston Street, S 58<sup>th</sup> Street and Cliff Drive and Country Club Avenue, and S 58<sup>th</sup> Street and Cliff Drive. The data was collected during the a.m. (7:00 to 9:00) and p.m. (4:00 to 6:00) peak hour periods. The heaviest traffic volumes for a 60-minute period within the a.m. and p.m. peak hours were identified and utilized in the analyses. Given the traffic characteristics in the area and the anticipated trip generation for the proposed development, the weekday peak periods would represent a “worst-case scenario” with regards to traffic impact on the surrounding roadway network. If traffic operations are acceptable during these weekday peak hours, it can be reasoned that conditions would be acceptable throughout the remainder of the day and week. The 2022 existing traffic is summarized in **Figure 3** and detailed printouts of all the traffic count data are included in the appendix.

Previous ARDOT AADT traffic count volumes along the study corridor and the surrounding area were tabulated and combined to determine a historical growth rate for use in projecting a background growth rate. From 2010 to 2021 the combined AADT values reduced at a -0.04% rate. The growth rates are near zero and represent a matured development area with minimal changes to traffic volumes. For this reason, the 2022 analysis is representative of future conditions and the projected AADT matches existing conditions. The AADT locations and data is summarized in the appendix.

### 4.0 PROJECTED TRAFFIC

#### Site Generated Traffic

To determine the effects a new development will have on an existing street system, the new or additional traffic must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is expected to



G:\Projects\F-155 - TIA\The TreeTops - Fort. Smith, AR\CAD\FIG 3.dgn

04-08-22

| LEGEND  |                |
|---------|----------------|
| XXX/XXX | P.M. PEAK HOUR |
| XXX/XXX | A.M. PEAK HOUR |

FIGURE 3. 2022 Existing Traffic





generate. The report is a nationally accepted reference which provides trip rates for determining the traffic expected to be generated by different land use types.

Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *Single Family Detached Housing*, *Single Family Attached Housing*, *Shopping Plaza*, and *Multifamily Housing (Low Rise)* categories were selected to determine the trip generation of the proposed development. The resulting traffic volumes projected to be generated by the proposed development are indicated in **Table 1**.

**TABLE 1**  
Projected Site Generated Traffic Volumes

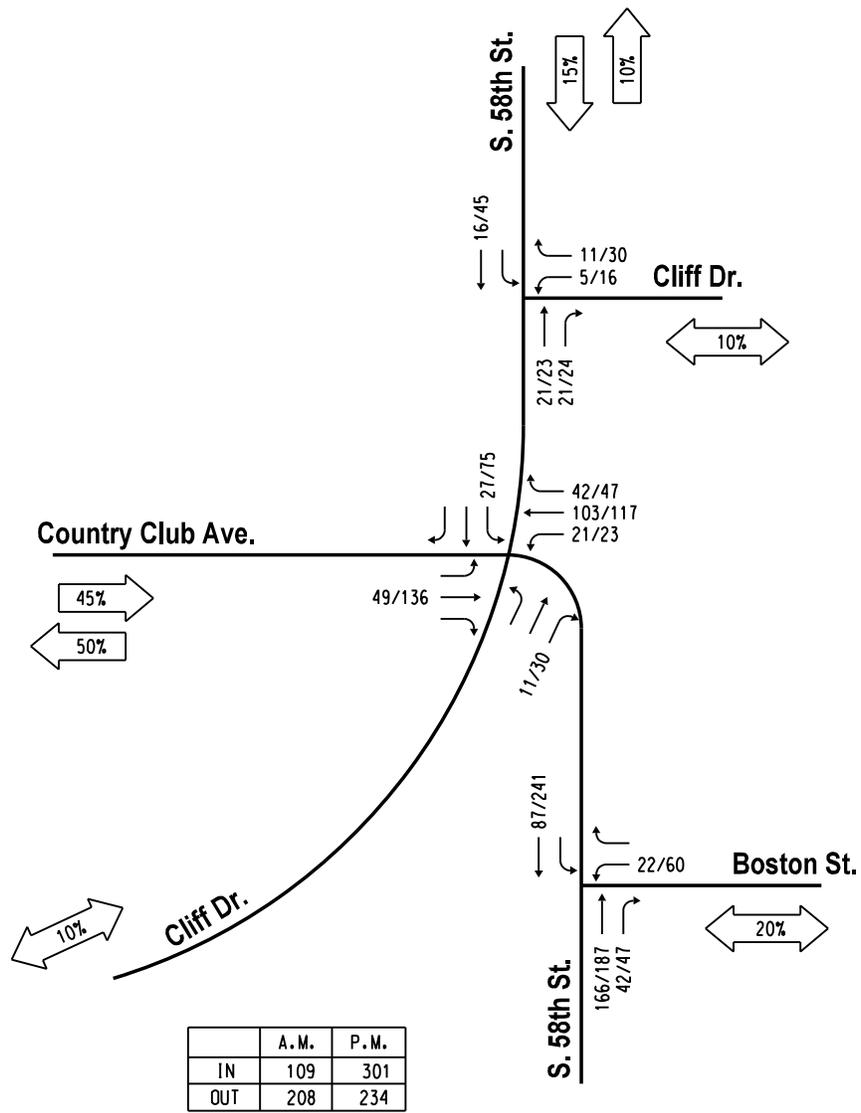
| Building Type<br>(Land Use)                         | ITE<br>Land<br>Use Code | Approximate<br>Gross Floor<br>Area or Other | Average Weekday Vehicle Trip Ends |            |   | Average<br>AM Peak Hour<br>Directional<br>Distribution |     | Average<br>AM Peak Hour<br>Directional<br>Traffic<br>(vph) |            | Average<br>PM Peak Hour<br>Directional<br>Distribution |     | Average<br>PM Peak Hour<br>Directional<br>Traffic<br>(vph) |            |     |
|---|-------------------------|---|-----------------------------------|------------|---|--|-----|--|------------|--|-----|--|------------|-----|
|   |                         |   | Per                               | Day        | Per Peak Hour of<br>Adjacent Street Traffic |  | IN  | OUT  | IN         | OUT  | IN  | OUT  | IN         | OUT |
|   |                         |   |                                   |            | One Hour<br>Between<br>7am & 9am            | One Hour<br>Between<br>4pm & 6pm                       |     |  |            |  |     |  |            |     |
|   |                         |   | (vpd)                             | (vph)      | (vph)                                       |  |     |  |            |  |     |  |            |     |
| <b>Phase I</b>                                      |                         |   |                                   |            |   |  |     |  |            |  |     |  |            |     |
| Trip Rate*<br>Single-Family<br>Detached Housing     | 210                     | (Dwelling Units)<br>47                      | 10.72                             | 0.81       | 1.04  | 26%  | 74% | 10   | 28         | 63%  | 37% | 31   | 18         |     |
| Trip Rate*<br>Single-Family<br>Attached Housing     | 215                     | (Dwelling Units)<br>74                      | 6.94                              | 0.45       | 0.55  | 31%  | 69% | 10   | 23         | 57%  | 43% | 23   | 18         |     |
| <b>Future Phases</b>                                |                         |   |                                   |            |   |  |     |  |            |  |     |  |            |     |
| Trip Rate*/**<br>Shopping<br>Plaza                  | 821                     | (Sq. Ft. GFA)<br>46,000                     | 67.52                             | 1.73       | 5.19  | 62%  | 38% | 50   | 30         | 49%  | 51% | 117  | 122        |     |
| Trip Rate*/**<br>Multifamily Housing<br>(Low-Rise)  | 220                     | (Dwelling Units)<br>105                     | 5.70                              | 0.53       | 0.63  | 24%  | 76% | 13   | 43         | 63%  | 37% | 41   | 24         |     |
| Trip Rate*/***<br>Multifamily Housing<br>(Low-Rise) | 220                     | (Dwelling Units)<br>280                     | 6.14                              | 0.39       | 0.50  | 24%  | 76% | 26   | 84         | 63%  | 37% | 89   | 52         |     |
| <b>Total</b>  |                         |   | <b>6,441</b>                      | <b>317</b> | <b>536</b>                                  |  |     | <b>109</b>   | <b>208</b> |  |     | <b>301</b>   | <b>234</b> |     |

\* Trip Rates from "TRIP GENERATION MANUAL", 11th Ed., Institute of Transportation Engineers.  
 \*\* Commercial sq. ft. GFA based on 20% by acre. Dwelling units based on 20 units per acre. For 5.27 acres.  
 \*\*\* Dwelling units based on 30 units per acre for 9.33 acres.

**Trip Distribution**

The traffic expected to be generated by the proposed development was then distributed among the study intersections for the a.m. and p.m. peak hours. The distribution of the site generated traffic was based on anticipated usage of the site and traffic patterns in the area which were obtained from the traffic data collected for this study and is summarized in **Figure 4**.

The directional distribution of the site generated traffic entering the proposed development is expected to be:



| LEGEND  |                |
|---------|----------------|
| XXX/XXX | P.M. PEAK HOUR |
| XXX/XXX | A.M. PEAK HOUR |

FIGURE 4. Proposed Site Traffic



- 15% from S 58<sup>th</sup> Street
- 10% from Cliff Drive (north)
- 45% from Country Club Avenue
- 10% from Cliff Drive (South)
- 20% from Boston Street

The directional distribution of the site generated traffic exiting the proposed development is expected to be:

- 10% to S 58<sup>th</sup> Street
- 10% to Cliff Drive (north)
- 50% to Country Club Avenue
- 10% to Cliff Drive (south)
- 20% to Boston Street

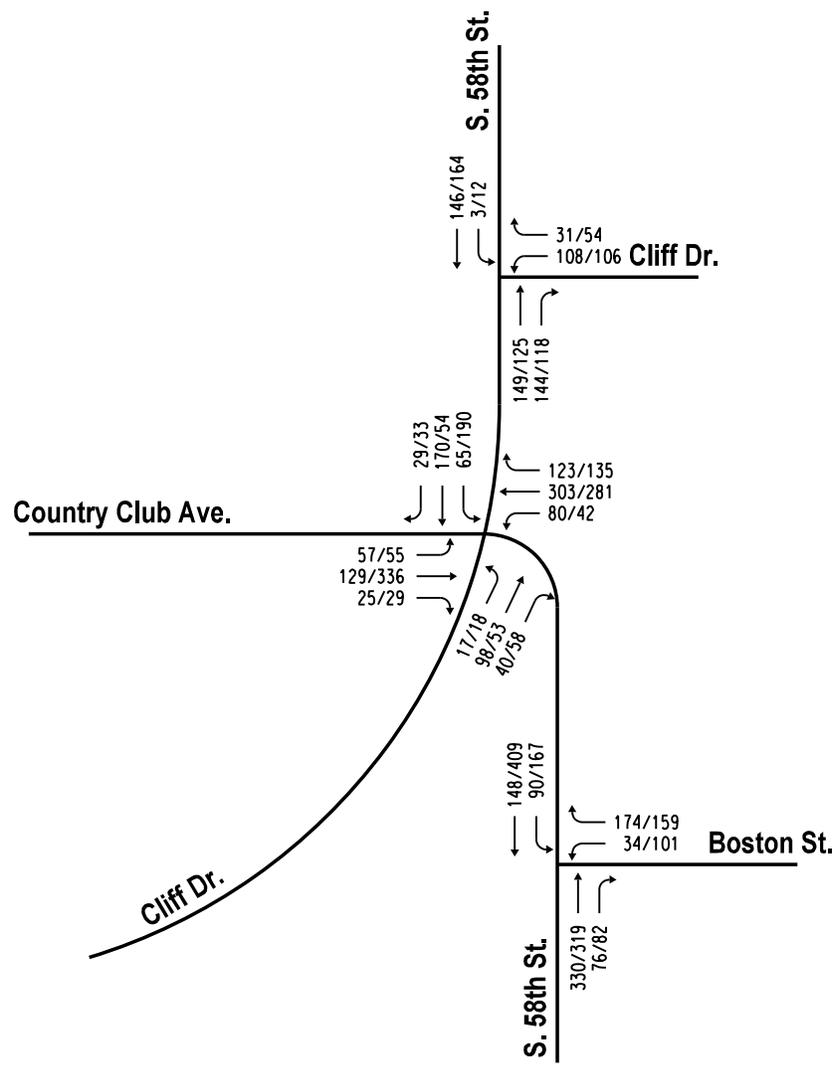
#### Total Traffic

The proposed site traffic was then added to the background traffic. The future total traffic (background traffic + proposed site traffic) for the adjacent study intersections are summarized in **Figure 5**.

## 5.0 CAPACITY ANALYSIS

The capacity analyses were conducted using *Synchro 11*, which is a software package for modeling and optimizing traffic signal timings at signalized intersections and analyzing unsignalized intersections in accordance with the methodology of the latest edition of the *Highway Capacity Manual*. The *Highway Capacity Manual* is published by the Transportation Research Board of the National Research Council, Washington, D.C. The information has been widely accepted throughout the U.S. as a guide for defining and solving transportation challenges. The information is approved and distributed by the U.S. Department of Transportation, Federal Highway Administration.

The capacity analysis provides a measure of the amount of traffic that a given facility can accommodate. Traffic facilities generally operate poorly at or near capacity. The analysis is intended to estimate the maximum amount of traffic that can be accommodated by a facility while maintaining prescribed



| LEGEND  |                |
|---------|----------------|
| XXX/XXX | P.M. PEAK HOUR |
| XXX/XXX | A.M. PEAK HOUR |

FIGURE 5. Future Total Traffic



operational qualities. The definition of operational criteria is accomplished using levels-of-service. The concept of levels-of-service is defined as a qualitative measure and describes operational conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Six levels-of-service are defined for each type of facility for which analysis procedures are available. They are given letter designations, from “A” to “F”, with level-of-service “A” representing the best operating conditions and level-of-service “F” the worst.

The average control delay for signalized intersections is estimated for each lane group and aggregated for each approach and for the intersection as a whole. The level-of-service for this type of traffic control is directly related to the control delay value. The criteria for stop controlled or unsignalized intersections have different threshold values than do those for signalized intersections. A higher level of control delay has been determined to be acceptable at a signalized intersection for the same level-of-service. The level-of-service criteria are summarized in **Table 2**.

**TABLE 2**  
Level-of-Service Criteria

| Level-of-Service | Average Delay (seconds/vehicle) |            | Traffic Condition   |
|------------------|---------------------------------|------------|---|
|                  | Unsignalized                    | Signalized |   |
| A                | ≤ 10                            | ≤ 10       | Free Flow   |
| B                | > 10 - 15                       | > 10 - 20  | Stable Flow (slight delays)   |
| C                | > 15 - 25                       | > 20 - 35  | Stable Flow (acceptable delays)   |
| D                | > 25 - 35                       | > 35 - 55  | Approaching Unstable Flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding) |
| E                | > 35 - 50                       | > 55 - 80  | Unstable Flow (intolerable delay)   |
| F                | > 50                            | > 80       | Forced Flow (congested and queues fail to clear)  |

Capacity analyses were conducted for the a.m. and p.m. peak hours at intersections of S 58<sup>th</sup> Street/Cliff Drive, S 58<sup>th</sup> Street/Boston Street, and S 58<sup>th</sup> Street/Cliff Drive/Country Club Avenue. The intersections were analyzed and reviewed under the 2022 existing traffic, and Future Total Traffic. The results of the capacity analyses conducted are summarized in **Table 3** and the raw data sheets have been included in the appendix.

**TABLE 3**  
Capacity Analysis Summary

| Intersection  | Type of Traffic Control   | AM Peak Hour      |                 |     |                 |     | PM Peak Hour      |                 |     |                 |     |
|---|---------------------------|-------------------|-----------------|-----|-----------------|-----|-------------------|-----------------|-----|-----------------|-----|
|   |                           | Critical Approach |                 |     | Intersection    |     | Critical Approach |                 |     | Intersection    |     |
|   |                           | Approach          | Delay (sec/veh) | LOS | Delay (sec/veh) | LOS | Approach          | Delay (sec/veh) | LOS | Delay (sec/veh) | LOS |
| <b>2022 Existing Traffic</b>                          |                           |                   |                 |     |                 |     |                   |                 |     |                 |     |
| S 58th Street Cliff Drive                             | Unsignalized/WB Stop      | WB                | 11.7            | B   | 2.9             | A   | WB                | 11.2            | B   | 3.1             | A   |
| S 58th Street and Cliff Drive and Country Club Avenue | Unsignalized/All-Way Stop | WB                | 13.5            | B   | 12.3            | B   | WB                | 12.6            | B   | 12.0            | B   |
| S 58th Street and Boston Street                       | Unsignalized/WB Stop      | WB                | 10.9            | B   | 5.1             | A   | WB                | 12.9            | B   | 5.6             | A   |
| <b>Projected Combined Traffic</b>                     |                           |                   |                 |     |                 |     |                   |                 |     |                 |     |
| S 58th Street Cliff Drive                             | Unsignalized/WB Stop      | WB                | 12.5            | B   | 3.0             | A   | WB                | 12.7            | B   | 3.4             | A   |
| S 58th Street and Cliff Drive and Country Club Avenue | Unsignalized/All-Way Stop | WB                | 28.1            | D   | 20.6            | C   | WB                | 37.2            | E   | 29.4            | D   |
| S 58th Street and Boston Street                       | Unsignalized/WB Stop      | WB                | 15.5            | C   | 4.7             | A   | WB                | 66.3            | F   | 15.1            | C   |
| <b>Projected Combined Traffic - With Improvements</b> |                           |                   |                 |     |                 |     |                   |                 |     |                 |     |
| S 58th Street and Boston Street                       | Unsignalized/All-Way Stop | NB                | 14.8            | B   | 12.5            | B   | SB                | 21.1            | C   | 19.5            | C   |

2022 Existing Traffic

The analyses conducted under the 2022 existing traffic indicated that the critical approach at the intersections of S 58<sup>th</sup> Street/Cliff Drive, S 58<sup>th</sup> Street/Boston Street, and S 58<sup>th</sup> Street/Cliff Drive/Country Club Avenue currently operate at level-of-service “B” or higher during the a.m. and p.m. peak hours. The intersections operate at an overall level-of-service “B” or higher as well.

Future Total Traffic – Existing Conditions

Once the proposed development traffic was added to the 2022 Existing Traffic, the intersections would be expected to operate at level-of-service “C” or higher during the peak hours and throughout the remainder of the day and week. The critical approach at the intersection of S 58<sup>th</sup> Street/Boston Street would be expected to operate at level-of-service “F” or higher during the a.m. and p.m. peak hours.

Future Total Traffic – Improved

The intersection of S 58<sup>th</sup> Street/Boston Street was modeled with all-way stop control. With the modified control the intersection would be expected to operate at level-of-service “C” or higher during the peak hours and throughout the remainder of the day and week. The critical approach would be expected to operate at level-of-service “C” or higher during the a.m. and p.m. peak hours.

## 6.0 CONCLUSIONS AND RECOMMENDATIONS

TEC was requested to conduct a traffic impact study on a proposed residential development in Fort Smith, Arkansas. Existing traffic volume data was collected adjacent to the proposed development. The existing growth rates were evaluated and are near zero, representing a matured development area with minimal changes to traffic volumes predicted in the future. For this reason, the 2022 analysis is representative of future conditions and the projected AADT matches existing conditions. The proposed development traffic was then determined and added to the 2022 existing traffic for conducting the reviews and analyses.

The analyses conducted under the 2022 existing traffic indicated that the critical approach at the intersections of S 58<sup>th</sup> Street/Cliff Drive, S 58<sup>th</sup> Street/Boston Street, and S 58<sup>th</sup> Street/Cliff Drive/Country Club Avenue currently operate at level-of-service “B” or higher during the a.m. and p.m. peak hours. The intersections operate at an overall level-of-service “B” or higher as well. Once the proposed development traffic was added to the 2022 Existing Traffic, the intersections would be expected to operate at level-of-service “C” or higher during the peak hours and throughout the remainder of the day and week. The critical approach at the intersection of S 58<sup>th</sup> Street/Boston Street would be expected to operate at level-of-service “F” or higher during the a.m. and p.m. peak hours.

The intersection of S 58<sup>th</sup> Street/Boston Street was modeled with all-way stop control. With the modified control the intersection would be expected to operate at level-of-service “C” or higher during the peak hours and throughout the remainder of the day and week. The critical approach would be expected to operate at level-of-service “C” or higher during the a.m. and p.m. peak hours.

Based on the results of the analyses conducted, the intersection of S 58<sup>th</sup> Street/Boston Street should be converted to all-way stop control. No traffic control or geometric roadway improvements are necessary as a result of the proposed site for traffic to continue operating at acceptable levels-of-service both now and for many years in the future.

# APPENDIX

# ***TRAFFIC DATA***

**VEHICLES TURNING MOVEMENT COUNT - SUMMARY**

Intersection of: 58th St  
and: Cliff Dr  
Location: Sebastian

Counted by: VCU  
Date: March 15, 2022  
Weather: rain cloudy  
Entered by: GG

Tuesday



2022-0303\_C

| TIME               | TRAFFIC FROM NORTH<br>on: 58th St |      |      |      |       | TRAFFIC FROM SOUTH<br>on: 58th St |      |      |      |       | TRAFFIC FROM EAST<br>on: Cliff Dr |      |      |      |       | TRAFFIC FROM WEST<br>on: |      |      |      |       | TOTAL<br>N + S<br>+<br>E + W |
|--------------------|-----------------------------------|------|------|------|-------|-----------------------------------|------|------|------|-------|-----------------------------------|------|------|------|-------|--------------------------|------|------|------|-------|------------------------------|
|                    | RIGHT                             | THRU | LEFT | U-TN | TOTAL | RIGHT                             | THRU | LEFT | U-TN | TOTAL | RIGHT                             | THRU | LEFT | U-TN | TOTAL | RIGHT                    | THRU | LEFT | U-TN | TOTAL |                              |
| <b>AM</b>          |                                   |      |      |      |       |                                   |      |      |      |       |                                   |      |      |      |       |                          |      |      |      |       |                              |
| 7:00 - 7:15        |                                   | 6    | 0    | 0    | 6     | 12                                | 15   |      | 0    | 27    | 4                                 |      | 14   | 0    | 18    |                          |      |      |      | 0     | 51                           |
| 7:15 - 7:30        |                                   | 15   | 0    | 0    | 15    | 13                                | 17   |      | 0    | 30    | 2                                 |      | 19   | 0    | 21    |                          |      |      |      | 0     | 66                           |
| 7:30 - 7:45        |                                   | 46   | 1    | 0    | 47    | 31                                | 36   |      | 0    | 67    | 3                                 |      | 27   | 0    | 30    |                          |      |      |      | 0     | 144                          |
| 7:45 - 8:00        |                                   | 50   | 0    | 0    | 50    | 38                                | 36   |      | 0    | 74    | 6                                 |      | 42   | 0    | 48    |                          |      |      |      | 0     | 172                          |
| 8:00 - 8:15        |                                   | 21   | 1    | 0    | 22    | 33                                | 34   |      | 0    | 67    | 9                                 |      | 23   | 0    | 32    |                          |      |      |      | 0     | 121                          |
| 8:15 - 8:30        |                                   | 13   | 1    | 0    | 14    | 21                                | 22   |      | 0    | 43    | 3                                 |      | 11   | 0    | 14    |                          |      |      |      | 0     | 71                           |
| 8:30 - 8:45        |                                   | 4    | 1    | 0    | 5     | 10                                | 17   |      | 0    | 27    | 1                                 |      | 9    | 0    | 10    |                          |      |      |      | 0     | 42                           |
| 8:45 - 9:00        |                                   | 8    | 3    | 0    | 11    | 12                                | 14   |      | 0    | 26    | 3                                 |      | 6    | 0    | 9     |                          |      |      |      | 0     | 46                           |
| <b>2 Hr Totals</b> | 0                                 | 163  | 7    | 0    | 170   | 170                               | 191  | 0    | 0    | 361   | 31                                | 0    | 151  | 0    | 182   | 0                        | 0    | 0    | 0    | 0     | 713                          |
| <b>1 Hr Totals</b> |                                   |      |      |      |       |                                   |      |      |      |       |                                   |      |      |      |       |                          |      |      |      |       |                              |
| 7:00 - 8:00        | 0                                 | 117  | 1    | 0    | 118   | 94                                | 104  | 0    | 0    | 198   | 15                                | 0    | 102  | 0    | 117   | 0                        | 0    | 0    | 0    | 0     | 433                          |
| 7:15 - 8:15        | 0                                 | 132  | 2    | 0    | 134   | 115                               | 123  | 0    | 0    | 238   | 20                                | 0    | 111  | 0    | 131   | 0                        | 0    | 0    | 0    | 0     | 503                          |
| 7:30 - 8:30        | 0                                 | 130  | 3    | 0    | 133   | 123                               | 128  | 0    | 0    | 251   | 21                                | 0    | 103  | 0    | 124   | 0                        | 0    | 0    | 0    | 0     | 508                          |
| 7:45 - 8:45        | 0                                 | 88   | 3    | 0    | 91    | 102                               | 109  | 0    | 0    | 211   | 19                                | 0    | 85   | 0    | 104   | 0                        | 0    | 0    | 0    | 0     | 406                          |
| 8:00 - 9:00        | 0                                 | 46   | 6    | 0    | 52    | 76                                | 87   | 0    | 0    | 163   | 16                                | 0    | 49   | 0    | 65    | 0                        | 0    | 0    | 0    | 0     | 280                          |
| <b>PEAK HOUR</b>   |                                   |      |      |      |       |                                   |      |      |      |       |                                   |      |      |      |       |                          |      |      |      |       |                              |
| <b>7:30 - 8:30</b> | 0                                 | 130  | 3    | 0    | 133   | 123                               | 128  | 0    | 0    | 251   | 21                                | 0    | 103  | 0    | 124   | 0                        | 0    | 0    | 0    | 0     | 508                          |
| <b>PM</b>          |                                   |      |      |      |       |                                   |      |      |      |       |                                   |      |      |      |       |                          |      |      |      |       |                              |
| 4:00 - 4:15        |                                   | 28   | 1    | 0    | 29    | 28                                | 22   |      | 0    | 50    | 6                                 |      | 24   | 0    | 30    |                          |      |      |      | 0     | 109                          |
| 4:15 - 4:30        |                                   | 14   | 2    | 0    | 16    | 30                                | 29   |      | 0    | 59    | 6                                 |      | 23   | 0    | 29    |                          |      |      |      | 0     | 104                          |
| 4:30 - 4:45        |                                   | 32   | 2    | 0    | 34    | 25                                | 23   |      | 0    | 48    | 1                                 |      | 28   | 0    | 29    |                          |      |      |      | 0     | 111                          |
| 4:45 - 5:00        |                                   | 23   | 0    | 0    | 23    | 19                                | 23   |      | 0    | 42    | 3                                 |      | 15   | 0    | 18    |                          |      |      |      | 0     | 83                           |
| 5:00 - 5:15        |                                   | 43   | 4    | 0    | 47    | 20                                | 34   |      | 0    | 54    | 13                                |      | 25   | 0    | 38    |                          |      |      |      | 0     | 139                          |
| 5:15 - 5:30        |                                   | 21   | 6    | 0    | 27    | 30                                | 22   |      | 0    | 52    | 7                                 |      | 22   | 0    | 29    |                          |      |      |      | 0     | 108                          |
| 5:30 - 5:45        |                                   | 22   | 0    | 0    | 22    | 29                                | 33   |      | 0    | 62    | 8                                 |      | 17   | 0    | 25    |                          |      |      |      | 0     | 109                          |
| 5:45 - 6:00        |                                   | 13   | 1    | 0    | 14    | 22                                | 21   |      | 0    | 43    | 3                                 |      | 18   | 0    | 21    |                          |      |      |      | 0     | 78                           |
| <b>2 Hr Totals</b> | 0                                 | 196  | 16   | 0    | 212   | 203                               | 207  | 0    | 0    | 410   | 47                                | 0    | 172  | 0    | 219   | 0                        | 0    | 0    | 0    | 0     | 841                          |
| <b>1 Hr Totals</b> |                                   |      |      |      |       |                                   |      |      |      |       |                                   |      |      |      |       |                          |      |      |      |       |                              |
| 4:00 - 5:00        | 0                                 | 97   | 5    | 0    | 102   | 102                               | 97   | 0    | 0    | 199   | 16                                | 0    | 90   | 0    | 106   | 0                        | 0    | 0    | 0    | 0     | 407                          |
| 4:15 - 5:15        | 0                                 | 112  | 8    | 0    | 120   | 94                                | 109  | 0    | 0    | 203   | 23                                | 0    | 91   | 0    | 114   | 0                        | 0    | 0    | 0    | 0     | 437                          |
| 4:30 - 5:30        | 0                                 | 119  | 12   | 0    | 131   | 94                                | 102  | 0    | 0    | 196   | 24                                | 0    | 90   | 0    | 114   | 0                        | 0    | 0    | 0    | 0     | 441                          |
| 4:45 - 5:45        | 0                                 | 109  | 10   | 0    | 119   | 98                                | 112  | 0    | 0    | 210   | 31                                | 0    | 79   | 0    | 110   | 0                        | 0    | 0    | 0    | 0     | 439                          |
| 5:00 - 6:00        | 0                                 | 99   | 11   | 0    | 110   | 101                               | 110  | 0    | 0    | 211   | 31                                | 0    | 82   | 0    | 113   | 0                        | 0    | 0    | 0    | 0     | 434                          |
| <b>PEAK HOUR</b>   |                                   |      |      |      |       |                                   |      |      |      |       |                                   |      |      |      |       |                          |      |      |      |       |                              |
| <b>4:30 - 5:30</b> | 0                                 | 119  | 12   | 0    | 131   | 94                                | 102  | 0    | 0    | 196   | 24                                | 0    | 90   | 0    | 114   | 0                        | 0    | 0    | 0    | 0     | 441                          |

**VEHICLES TURNING MOVEMENT COUNT - SUMMARY**

Counted by: VCU

Date: March 15, 2022

Tuesday



Intersection of: 58th St - Cliff Dr  
and: 58th St - Country Club Ave  
Location: Sebastian

Weather: rain cloudy  
Entered by: GG

2022-0303\_B

| TIME               | TRAFFIC FROM NORTH<br>on: 58th St |            |            |          |            | TRAFFIC FROM SOUTH<br>on: Cliff Dr |            |           |          |            | TRAFFIC FROM EAST<br>on: 58th St |            |           |          |            | TRAFFIC FROM WEST<br>on: Country Club Ave |            |            |          |            | TOTAL<br>N + S<br>+<br>E + W |
|--------------------|-----------------------------------|------------|------------|----------|------------|------------------------------------|------------|-----------|----------|------------|----------------------------------|------------|-----------|----------|------------|---|------------|------------|----------|------------|------------------------------|
|                    | RIGHT                             | THRU       | LEFT       | U-TN     | TOTAL      | RIGHT                              | THRU       | LEFT      | U-TN     | TOTAL      | RIGHT                            | THRU       | LEFT      | U-TN     | TOTAL      | RIGHT                                     | THRU       | LEFT       | U-TN     | TOTAL      |                              |
| <b>AM</b>          |                                   |            |            |          |            |                                    |            |           |          |            |                                  |            |           |          |            |   |            |            |          |            |                              |
| 7:00 - 7:15        | 2                                 | 13         | 4          | 0        | 19         | 2                                  | 10         | 0         | 0        | 12         | 15                               | 12         | 7         | 0        | 34         | 0   | 4          | 3          | 0        | 7          | 72                           |
| 7:15 - 7:30        | 6                                 | 23         | 4          | 0        | 33         | 2                                  | 8          | 1         | 0        | 11         | 13                               | 39         | 11        | 0        | 63         | 3   | 11         | 8          | 0        | 22         | 129                          |
| 7:30 - 7:45        | 7                                 | 57         | 7          | 0        | 71         | 8                                  | 26         | 6         | 0        | 40         | 30                               | 53         | 18        | 0        | 101        | 8   | 14         | 14         | 0        | 36         | 248                          |
| 7:45 - 8:00        | 12                                | 68         | 12         | 0        | 92         | 8                                  | 29         | 7         | 0        | 44         | 24                               | 80         | 25        | 0        | 129        | 11  | 28         | 19         | 0        | 58         | 323                          |
| 8:00 - 8:15        | 4                                 | 22         | 15         | 0        | 41         | 11                                 | 35         | 3         | 0        | 49         | 14                               | 28         | 5         | 0        | 47         | 3   | 27         | 16         | 0        | 46         | 183                          |
| 8:15 - 8:30        | 5                                 | 9          | 9          | 0        | 23         | 0                                  | 13         | 3         | 0        | 16         | 17                               | 30         | 1         | 0        | 48         | 1   | 14         | 13         | 0        | 28         | 115                          |
| 8:30 - 8:45        | 5                                 | 6          | 2          | 0        | 13         | 1                                  | 7          | 2         | 0        | 10         | 14                               | 17         | 2         | 0        | 33         | 4   | 11         | 7          | 0        | 22         | 78                           |
| 8:45 - 9:00        | 3                                 | 5          | 6          | 0        | 14         | 3                                  | 8          | 6         | 0        | 17         | 13                               | 16         | 3         | 0        | 32         | 3   | 8          | 6          | 0        | 17         | 80                           |
| <b>2 Hr Totals</b> | <b>44</b>                         | <b>203</b> | <b>59</b>  | <b>0</b> | <b>306</b> | <b>35</b>                          | <b>136</b> | <b>28</b> | <b>0</b> | <b>199</b> | <b>140</b>                       | <b>275</b> | <b>72</b> | <b>0</b> | <b>487</b> | <b>33</b>                                 | <b>117</b> | <b>86</b>  | <b>0</b> | <b>236</b> | <b>1228</b>                  |
| <b>1 Hr Totals</b> |                                   |            |            |          |            |                                    |            |           |          |            |                                  |            |           |          |            |   |            |            |          |            |                              |
| 7:00 - 8:00        | 27                                | 161        | 27         | 0        | 215        | 20                                 | 73         | 14        | 0        | 107        | 82                               | 184        | 61        | 0        | 327        | 22  | 57         | 44         | 0        | 123        | 772                          |
| 7:15 - 8:15        | 29                                | 170        | 38         | 0        | 237        | 29                                 | 98         | 17        | 0        | 144        | 81                               | 200        | 59        | 0        | 340        | 25  | 80         | 57         | 0        | 162        | 883                          |
| 7:30 - 8:30        | 28                                | 156        | 43         | 0        | 227        | 27                                 | 103        | 19        | 0        | 149        | 85                               | 191        | 49        | 0        | 325        | 23  | 83         | 62         | 0        | 168        | 869                          |
| 7:45 - 8:45        | 26                                | 105        | 38         | 0        | 169        | 20                                 | 84         | 15        | 0        | 119        | 69                               | 155        | 33        | 0        | 257        | 19  | 80         | 55         | 0        | 154        | 699                          |
| 8:00 - 9:00        | 17                                | 42         | 32         | 0        | 91         | 15                                 | 63         | 14        | 0        | 92         | 58                               | 91         | 11        | 0        | 160        | 11  | 60         | 42         | 0        | 113        | 456                          |
| <b>PEAK HOUR</b>   |                                   |            |            |          |            |                                    |            |           |          |            |                                  |            |           |          |            |   |            |            |          |            |                              |
| 7:15 - 8:15        | 29                                | 170        | 38         | 0        | 237        | 29                                 | 98         | 17        | 0        | 144        | 81                               | 200        | 59        | 0        | 340        | 25  | 80         | 57         | 0        | 162        | 883                          |
| <b>PM</b>          |                                   |            |            |          |            |                                    |            |           |          |            |                                  |            |           |          |            |   |            |            |          |            |                              |
| 4:00 - 4:15        | 15                                | 11         | 20         | 0        | 46         | 8                                  | 23         | 7         | 0        | 38         | 14                               | 44         | 9         | 0        | 67         | 5   | 37         | 12         | 0        | 54         | 205                          |
| 4:15 - 4:30        | 11                                | 8          | 17         | 0        | 36         | 12                                 | 24         | 5         | 0        | 41         | 19                               | 29         | 5         | 0        | 53         | 5   | 36         | 18         | 0        | 59         | 189                          |
| 4:30 - 4:45        | 13                                | 14         | 30         | 0        | 57         | 7                                  | 13         | 5         | 0        | 25         | 19                               | 29         | 5         | 0        | 53         | 5   | 43         | 16         | 0        | 64         | 199                          |
| 4:45 - 5:00        | 5                                 | 11         | 22         | 0        | 38         | 3                                  | 11         | 5         | 0        | 19         | 17                               | 46         | 7         | 0        | 70         | 10  | 45         | 13         | 0        | 68         | 195                          |
| 5:00 - 5:15        | 8                                 | 18         | 38         | 0        | 64         | 6                                  | 16         | 4         | 0        | 26         | 27                               | 46         | 2         | 0        | 75         | 9   | 56         | 13         | 0        | 78         | 243                          |
| 5:15 - 5:30        | 7                                 | 11         | 25         | 0        | 43         | 12                                 | 13         | 4         | 0        | 29         | 25                               | 43         | 5         | 0        | 73         | 5   | 56         | 13         | 0        | 74         | 219                          |
| 5:30 - 5:45        | 4                                 | 8          | 26         | 0        | 38         | 1                                  | 15         | 5         | 0        | 21         | 33                               | 33         | 4         | 0        | 70         | 2   | 43         | 14         | 0        | 59         | 188                          |
| 5:45 - 6:00        | 10                                | 7          | 13         | 0        | 30         | 6                                  | 10         | 1         | 0        | 17         | 18                               | 38         | 5         | 0        | 61         | 3   | 30         | 13         | 0        | 46         | 154                          |
| <b>2 Hr Totals</b> | <b>73</b>                         | <b>88</b>  | <b>191</b> | <b>0</b> | <b>352</b> | <b>55</b>                          | <b>125</b> | <b>36</b> | <b>0</b> | <b>216</b> | <b>172</b>                       | <b>308</b> | <b>42</b> | <b>0</b> | <b>522</b> | <b>44</b>                                 | <b>346</b> | <b>112</b> | <b>0</b> | <b>502</b> | <b>1592</b>                  |
| <b>1 Hr Totals</b> |                                   |            |            |          |            |                                    |            |           |          |            |                                  |            |           |          |            |   |            |            |          |            |                              |
| 4:00 - 5:00        | 44                                | 44         | 89         | 0        | 177        | 30                                 | 71         | 22        | 0        | 123        | 69                               | 148        | 26        | 0        | 243        | 25  | 161        | 59         | 0        | 245        | 788                          |
| 4:15 - 5:15        | 37                                | 51         | 107        | 0        | 195        | 28                                 | 64         | 19        | 0        | 111        | 82                               | 150        | 19        | 0        | 251        | 29  | 180        | 60         | 0        | 269        | 826                          |
| 4:30 - 5:30        | 33                                | 54         | 115        | 0        | 202        | 28                                 | 53         | 18        | 0        | 99         | 88                               | 164        | 19        | 0        | 271        | 29  | 200        | 55         | 0        | 284        | 856                          |
| 4:45 - 5:45        | 24                                | 48         | 111        | 0        | 183        | 22                                 | 55         | 18        | 0        | 95         | 102                              | 168        | 18        | 0        | 288        | 26  | 200        | 53         | 0        | 279        | 845                          |
| 5:00 - 6:00        | 29                                | 44         | 102        | 0        | 175        | 25                                 | 54         | 14        | 0        | 93         | 103                              | 160        | 16        | 0        | 279        | 19  | 185        | 53         | 0        | 257        | 804                          |
| <b>PEAK HOUR</b>   |                                   |            |            |          |            |                                    |            |           |          |            |                                  |            |           |          |            |   |            |            |          |            |                              |
| 4:30 - 5:30        | 33                                | 54         | 115        | 0        | 202        | 28                                 | 53         | 18        | 0        | 99         | 88                               | 164        | 19        | 0        | 271        | 29  | 200        | 55         | 0        | 284        | 856                          |

**VEHICLES TURNING MOVEMENT COUNT - SUMMARY**

Intersection of: 58th St  
and: Boston St  
Location: Sebastian

Counted by: VCU  
Date: March 15, 2022  
Weather: rain/cloudy  
Entered by: GG

Tuesday



2022-0303\_A

| TIME               | TRAFFIC FROM NORTH<br>on: 58th St |      |      |      |       | TRAFFIC FROM SOUTH<br>on: 58th St |      |      |      |       | TRAFFIC FROM EAST<br>on: Boston St |      |      |      |       | TRAFFIC FROM WEST<br>on: |      |      |      |       | TOTAL<br>N + S<br>+<br>E + W |
|--------------------|-----------------------------------|------|------|------|-------|-----------------------------------|------|------|------|-------|------------------------------------|------|------|------|-------|--------------------------|------|------|------|-------|------------------------------|
|                    | RIGHT                             | THRU | LEFT | U-TN | TOTAL | RIGHT                             | THRU | LEFT | U-TN | TOTAL | RIGHT                              | THRU | LEFT | U-TN | TOTAL | RIGHT                    | THRU | LEFT | U-TN | TOTAL |                              |
| <b>AM</b>          |                                   |      |      |      |       |                                   |      |      |      |       |                                    |      |      |      |       |                          |      |      |      |       |                              |
| 7:00 - 7:15        |                                   | 8    | 2    | 0    | 10    | 1                                 | 24   |      | 0    | 25    | 9                                  |      | 2    | 0    | 11    |                          |      |      |      | 0     | 46                           |
| 7:15 - 7:30        |                                   | 6    | 11   | 0    | 17    | 9                                 | 33   |      | 0    | 42    | 30                                 |      | 0    | 0    | 30    |                          |      |      |      | 0     | 89                           |
| 7:30 - 7:45        |                                   | 10   | 20   | 0    | 30    | 10                                | 55   |      | 0    | 65    | 54                                 |      | 4    | 0    | 58    |                          |      |      |      | 0     | 153                          |
| 7:45 - 8:00        |                                   | 20   | 28   | 0    | 48    | 9                                 | 55   |      | 0    | 64    | 64                                 |      | 1    | 0    | 65    |                          |      |      |      | 0     | 177                          |
| 8:00 - 8:15        |                                   | 25   | 31   | 0    | 56    | 6                                 | 21   |      | 0    | 27    | 26                                 |      | 7    | 0    | 33    |                          |      |      |      | 0     | 116                          |
| 8:15 - 8:30        |                                   | 10   | 13   | 0    | 23    | 5                                 | 11   |      | 0    | 16    | 36                                 |      | 6    | 0    | 42    |                          |      |      |      | 0     | 81                           |
| 8:30 - 8:45        |                                   | 5    | 10   | 0    | 15    | 4                                 | 21   |      | 0    | 25    | 12                                 |      | 8    | 0    | 20    |                          |      |      |      | 0     | 60                           |
| 8:45 - 9:00        |                                   | 9    | 7    | 0    | 16    | 6                                 | 16   |      | 0    | 22    | 16                                 |      | 3    | 0    | 19    |                          |      |      |      | 0     | 57                           |
| <b>2 Hr Totals</b> | 0                                 | 93   | 122  | 0    | 215   | 50                                | 236  | 0    | 0    | 286   | 247                                | 0    | 31   | 0    | 278   | 0                        | 0    | 0    | 0    | 0     | 779                          |
| <b>1 Hr Totals</b> |                                   |      |      |      |       |                                   |      |      |      |       |                                    |      |      |      |       |                          |      |      |      |       |                              |
| 7:00 - 8:00        | 0                                 | 44   | 61   | 0    | 105   | 29                                | 167  | 0    | 0    | 196   | 157                                | 0    | 7    | 0    | 164   | 0                        | 0    | 0    | 0    | 0     | 465                          |
| 7:15 - 8:15        | 0                                 | 61   | 90   | 0    | 151   | 34                                | 164  | 0    | 0    | 198   | 174                                | 0    | 12   | 0    | 186   | 0                        | 0    | 0    | 0    | 0     | 535                          |
| 7:30 - 8:30        | 0                                 | 65   | 92   | 0    | 157   | 30                                | 142  | 0    | 0    | 172   | 180                                | 0    | 18   | 0    | 198   | 0                        | 0    | 0    | 0    | 0     | 527                          |
| 7:45 - 8:45        | 0                                 | 60   | 82   | 0    | 142   | 24                                | 108  | 0    | 0    | 132   | 138                                | 0    | 22   | 0    | 160   | 0                        | 0    | 0    | 0    | 0     | 434                          |
| 8:00 - 9:00        | 0                                 | 49   | 61   | 0    | 110   | 21                                | 69   | 0    | 0    | 90    | 90                                 | 0    | 24   | 0    | 114   | 0                        | 0    | 0    | 0    | 0     | 314                          |
| <b>PEAK HOUR</b>   |                                   |      |      |      |       |                                   |      |      |      |       |                                    |      |      |      |       |                          |      |      |      |       |                              |
| <b>7:15 - 8:15</b> | 0                                 | 61   | 90   | 0    | 151   | 34                                | 164  | 0    | 0    | 198   | 174                                | 0    | 12   | 0    | 186   | 0                        | 0    | 0    | 0    | 0     | 535                          |
| <b>PM</b>          |                                   |      |      |      |       |                                   |      |      |      |       |                                    |      |      |      |       |                          |      |      |      |       |                              |
| 4:00 - 4:15        |                                   | 32   | 33   | 0    | 65    | 7                                 | 30   |      | 0    | 37    | 37                                 |      | 6    | 0    | 43    |                          |      |      |      | 0     | 145                          |
| 4:15 - 4:30        |                                   | 34   | 33   | 0    | 67    | 13                                | 14   |      | 0    | 27    | 37                                 |      | 4    | 0    | 41    |                          |      |      |      | 0     | 135                          |
| 4:30 - 4:45        |                                   | 39   | 41   | 0    | 80    | 2                                 | 21   |      | 0    | 23    | 32                                 |      | 9    | 0    | 41    |                          |      |      |      | 0     | 144                          |
| 4:45 - 5:00        |                                   | 38   | 35   | 0    | 73    | 9                                 | 29   |      | 0    | 38    | 42                                 |      | 15   | 0    | 57    |                          |      |      |      | 0     | 168                          |
| 5:00 - 5:15        |                                   | 42   | 51   | 0    | 93    | 6                                 | 35   |      | 0    | 41    | 43                                 |      | 10   | 0    | 53    |                          |      |      |      | 0     | 187                          |
| 5:15 - 5:30        |                                   | 59   | 41   | 0    | 100   | 9                                 | 27   |      | 0    | 36    | 44                                 |      | 11   | 0    | 55    |                          |      |      |      | 0     | 191                          |
| 5:30 - 5:45        |                                   | 29   | 40   | 0    | 69    | 11                                | 41   |      | 0    | 52    | 30                                 |      | 5    | 0    | 35    |                          |      |      |      | 0     | 156                          |
| 5:45 - 6:00        |                                   | 28   | 23   | 0    | 51    | 2                                 | 21   |      | 0    | 23    | 40                                 |      | 10   | 0    | 50    |                          |      |      |      | 0     | 124                          |
| <b>2 Hr Totals</b> | 0                                 | 301  | 297  | 0    | 598   | 59                                | 218  | 0    | 0    | 277   | 305                                | 0    | 70   | 0    | 375   | 0                        | 0    | 0    | 0    | 0     | 1250                         |
| <b>1 Hr Totals</b> |                                   |      |      |      |       |                                   |      |      |      |       |                                    |      |      |      |       |                          |      |      |      |       |                              |
| 4:00 - 5:00        | 0                                 | 143  | 142  | 0    | 285   | 31                                | 94   | 0    | 0    | 125   | 148                                | 0    | 34   | 0    | 182   | 0                        | 0    | 0    | 0    | 0     | 592                          |
| 4:15 - 5:15        | 0                                 | 153  | 160  | 0    | 313   | 30                                | 99   | 0    | 0    | 129   | 154                                | 0    | 38   | 0    | 192   | 0                        | 0    | 0    | 0    | 0     | 634                          |
| 4:30 - 5:30        | 0                                 | 178  | 168  | 0    | 346   | 26                                | 112  | 0    | 0    | 138   | 161                                | 0    | 45   | 0    | 206   | 0                        | 0    | 0    | 0    | 0     | 690                          |
| 4:45 - 5:45        | 0                                 | 168  | 167  | 0    | 335   | 35                                | 132  | 0    | 0    | 167   | 159                                | 0    | 41   | 0    | 200   | 0                        | 0    | 0    | 0    | 0     | 702                          |
| 5:00 - 6:00        | 0                                 | 158  | 155  | 0    | 313   | 28                                | 124  | 0    | 0    | 152   | 157                                | 0    | 36   | 0    | 193   | 0                        | 0    | 0    | 0    | 0     | 658                          |
| <b>PEAK HOUR</b>   |                                   |      |      |      |       |                                   |      |      |      |       |                                    |      |      |      |       |                          |      |      |      |       |                              |
| <b>4:45 - 5:45</b> | 0                                 | 168  | 167  | 0    | 335   | 35                                | 132  | 0    | 0    | 167   | 159                                | 0    | 41   | 0    | 200   | 0                        | 0    | 0    | 0    | 0     | 702                          |

***HISTORICAL AADT***

**AADT TABLE**  
HISTORICAL TRAFFIC GROWTH RATES

Rogers Avenue

| year | AADT  | Growth %<br>to final<br>year | Growth %<br>to next<br>year |
|------|-------|------------------------------|-----------------------------|
| 2010 | 36000 | -0.76%                       | -2.78%                      |
| 2011 | 35000 | -0.57%                       | -2.86%                      |
| 2012 | 34000 | -0.33%                       | 0.00%                       |
| 2013 | 34000 | -0.37%                       | -5.88%                      |
| 2014 | 32000 | 0.45%                        | 9.38%                       |
| 2015 | 35000 | -0.95%                       | 5.71%                       |
| 2016 | 37000 | -2.16%                       | -5.41%                      |
| 2017 | 35000 | -1.43%                       | 0.00%                       |
| 2018 | 35000 | -1.90%                       | -2.86%                      |
| 2019 | 34000 | -1.47%                       | -14.71%                     |
| 2020 | 29000 | 13.79%                       | 13.79%                      |
| 2021 | 33000 |                              |                             |

S 58th Street

| year | AADT | Growth %<br>to final<br>year | Growth %<br>to next<br>year |
|------|------|------------------------------|-----------------------------|
| 2010 | 2800 | -0.97%                       | 0.00%                       |
| 2011 | 2800 | -1.07%                       | -7.14%                      |
| 2012 | 2600 | -0.43%                       | -3.85%                      |
| 2013 | 2500 | 0.00%                        | -4.00%                      |
| 2014 | 2400 | 0.60%                        | 0.00%                       |
| 2015 | 2400 | 0.69%                        | 8.33%                       |
| 2016 | 2600 | -0.77%                       | 7.69%                       |
| 2017 | 2800 | -2.68%                       | -3.57%                      |
| 2018 | 2700 | -2.47%                       | 0.00%                       |
| 2019 | 2700 | -3.70%                       | -3.70%                      |
| 2020 | 2600 | -3.85%                       | -3.85%                      |
| 2021 | 2500 |                              |                             |

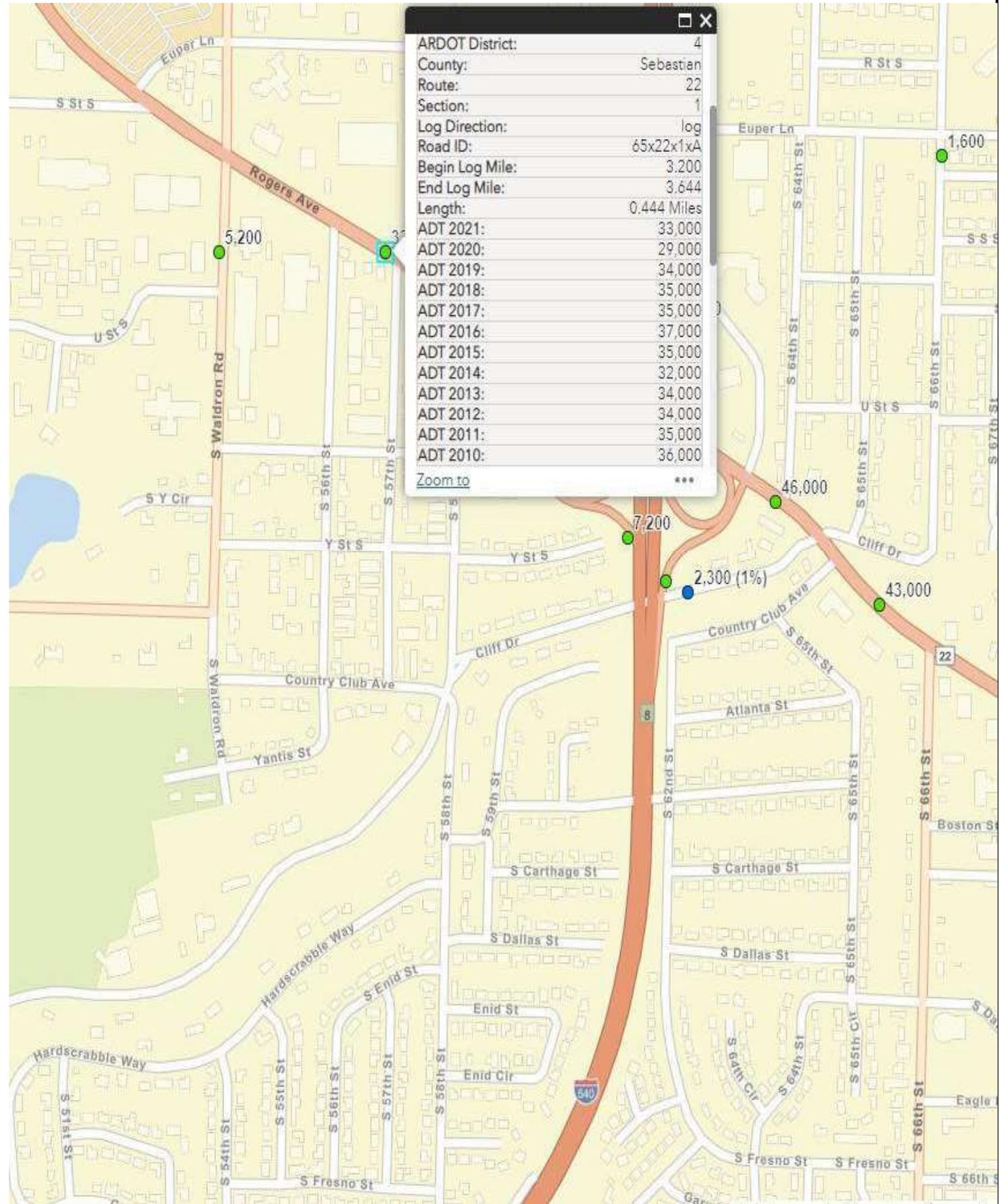
Cliff Drive

| year | AADT | Growth %<br>to final<br>year | Growth %<br>to next<br>year |
|------|------|------------------------------|-----------------------------|
| 2010 | 3000 | -2.12%                       | 3.33%                       |
| 2011 | 3100 | -2.58%                       | -3.23%                      |
| 2012 | 3000 | -2.59%                       | -10.00%                     |
| 2013 | 2700 | -1.85%                       | 7.41%                       |
| 2014 | 2900 | -2.96%                       | -3.45%                      |
| 2015 | 2800 | -2.98%                       | -3.57%                      |
| 2016 | 2700 | -2.96%                       | 3.70%                       |
| 2017 | 2800 | -4.46%                       | -7.14%                      |
| 2018 | 2600 | -3.85%                       | 3.85%                       |
| 2019 | 2700 | -7.41%                       | -7.41%                      |
| 2020 | 2500 | -8.00%                       | -8.00%                      |
| 2021 | 2300 |                              |                             |

Sum

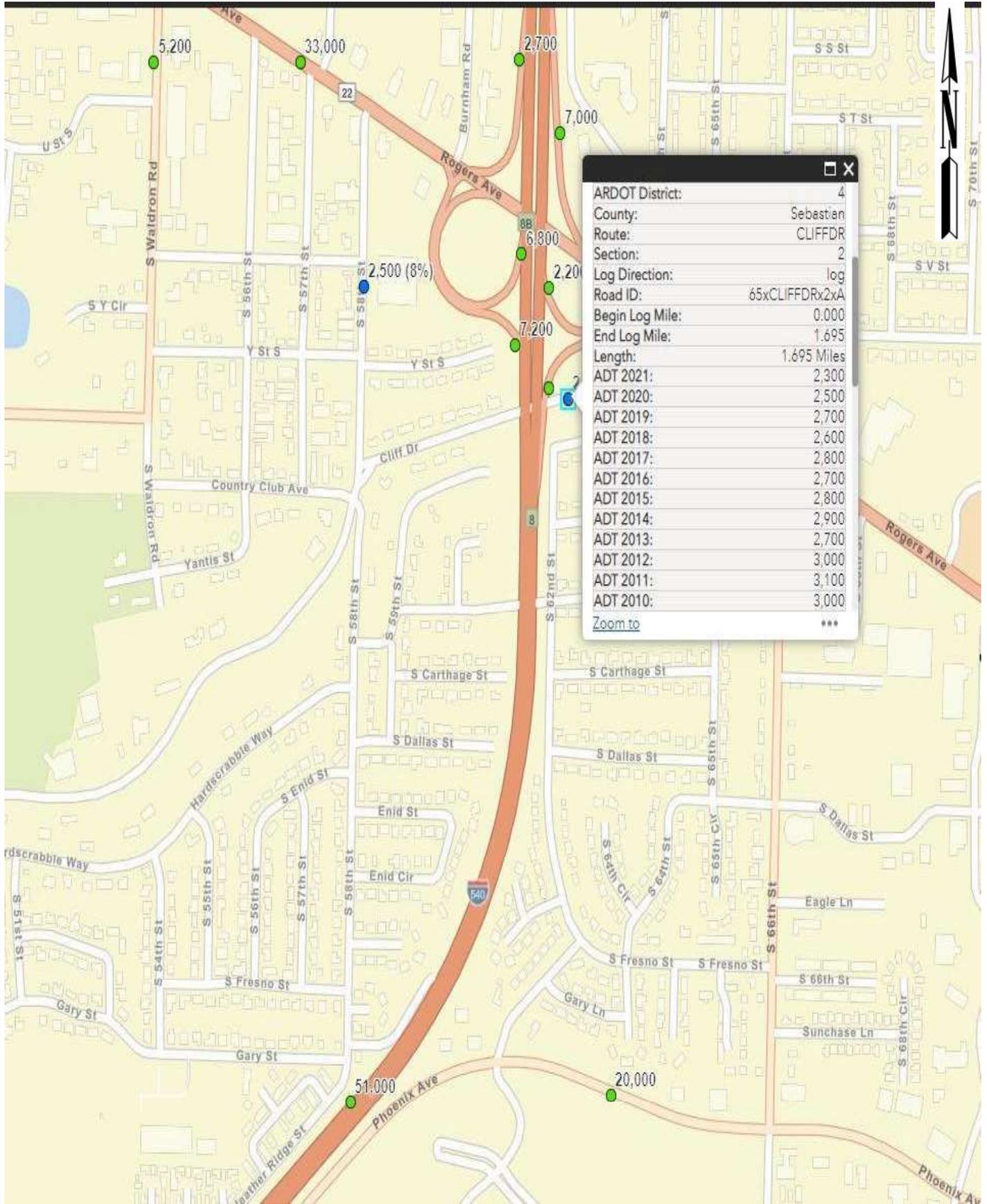
| year | AADT  | Growth %<br>to final<br>year | Growth %<br>to next<br>year |
|------|-------|------------------------------|-----------------------------|
| 2010 | 41800 | -0.87%                       | -2.15%                      |
| 2011 | 40900 | -0.76%                       | -3.18%                      |
| 2012 | 39600 | -0.51%                       | -1.01%                      |
| 2013 | 39200 | -0.45%                       | -4.85%                      |
| 2014 | 37300 | 0.19%                        | 7.77%                       |
| 2015 | 40200 | -1.00%                       | 5.22%                       |
| 2016 | 42300 | -2.13%                       | -4.02%                      |
| 2017 | 40600 | -1.72%                       | -0.74%                      |
| 2018 | 40300 | -2.07%                       | -2.23%                      |
| 2019 | 39400 | -2.03%                       | -13.45%                     |
| 2020 | 34100 | 10.85%                       | 10.85%                      |
| 2021 | 37800 |                              |                             |

0.00% Selected growth rate



Historical ADT—Rogers Ave  
Fort Smith, Arkansas





Historical ADT—Cliff Drive  
Fort Smith, Arkansas



| Intersection             |      |      |      |       |      |      |
|--------------------------|------|------|------|-------|------|------|
| Int Delay, s/veh         | 2.9  |      |      |       |      |      |
| Movement                 | WBL  | WBR  | NBT  | NBR   | SBL  | SBT  |
| Lane Configurations      |      |      |      |       |      |      |
| Traffic Vol, veh/h       | 103  | 21   | 128  | 123   | 3    | 130  |
| Future Vol, veh/h        | 103  | 21   | 128  | 123   | 3    | 130  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0     | 0    | 0    |
| Sign Control             | Stop | Stop | Free | Free  | Free | Free |
| RT Channelized           | -    | None | -    | Yield | -    | None |
| Storage Length           | 0    | -    | -    | -     | -    | -    |
| Veh in Median Storage, # | 0    | -    | 0    | -     | -    | 0    |
| Grade, %                 | 0    | -    | 0    | -     | -    | 0    |
| Peak Hour Factor         | 92   | 92   | 92   | 92    | 92   | 92   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2     | 2    | 2    |
| Mvmt Flow                | 112  | 23   | 139  | 134   | 3    | 141  |

| Major/Minor          | Minor1 | Major1 | Major2 |   |       |
|----------------------|--------|--------|--------|---|-------|
| Conflicting Flow All | 353    | 206    | 0      | 0 | 139   |
| Stage 1              | 206    | -      | -      | - | -     |
| Stage 2              | 147    | -      | -      | - | -     |
| Critical Hdwy        | 6.42   | 6.22   | -      | - | 4.12  |
| Critical Hdwy Stg 1  | 5.42   | -      | -      | - | -     |
| Critical Hdwy Stg 2  | 5.42   | -      | -      | - | -     |
| Follow-up Hdwy       | 3.518  | 3.318  | -      | - | 2.218 |
| Pot Cap-1 Maneuver   | 645    | 835    | -      | - | 1445  |
| Stage 1              | 829    | -      | -      | - | -     |
| Stage 2              | 880    | -      | -      | - | -     |
| Platoon blocked, %   |        |        | -      | - | -     |
| Mov Cap-1 Maneuver   | 644    | 835    | -      | - | 1445  |
| Mov Cap-2 Maneuver   | 644    | -      | -      | - | -     |
| Stage 1              | 829    | -      | -      | - | -     |
| Stage 2              | 878    | -      | -      | - | -     |

| Approach             | WB   | NB | SB  |
|----------------------|------|----|-----|
| HCM Control Delay, s | 11.7 | 0  | 0.2 |
| HCM LOS              | B    |    |     |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL   | SBT   |
|-----------------------|-----|----------|-------|-------|
| Capacity (veh/h)      | -   | -        | 670   | 1445  |
| HCM Lane V/C Ratio    | -   | -        | 0.201 | 0.002 |
| HCM Control Delay (s) | -   | -        | 11.7  | 7.5   |
| HCM Lane LOS          | -   | -        | B     | A     |
| HCM 95th %tile Q(veh) | -   | -        | 0.7   | 0     |

| Intersection              |      |
|---------------------------|------|
| Intersection Delay, s/veh | 12.3 |
| Intersection LOS          | B    |

| Movement            | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
|---------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations |      |      |      |      |      |      |      |      |      |      |      |      |
| Traffic Vol, veh/h  | 57   | 80   | 25   | 59   | 200  | 81   | 17   | 98   | 29   | 38   | 170  | 29   |
| Future Vol, veh/h   | 57   | 80   | 25   | 59   | 200  | 81   | 17   | 98   | 29   | 38   | 170  | 29   |
| Peak Hour Factor    | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Heavy Vehicles, %   | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow           | 62   | 87   | 27   | 64   | 217  | 88   | 18   | 107  | 32   | 41   | 185  | 32   |
| Number of Lanes     | 1    | 1    | 0    | 1    | 1    | 0    | 0    | 1    | 0    | 0    | 1    | 0    |

| Approach                   | EB   | WB   | NB   | SB   |
|----------------------------|------|------|------|------|
| Opposing Approach          | WB   | EB   | SB   | NB   |
| Opposing Lanes             | 2    | 2    | 1    | 1    |
| Conflicting Approach Left  | SB   | NB   | EB   | WB   |
| Conflicting Lanes Left     | 1    | 1    | 2    | 2    |
| Conflicting Approach Right | NB   | SB   | WB   | EB   |
| Conflicting Lanes Right    | 1    | 1    | 2    | 2    |
| HCM Control Delay          | 10.4 | 13.5 | 10.9 | 12.7 |
| HCM LOS                    | B    | B    | B    | B    |

| Lane                   | NBLn1 | EBLn1 | EBLn2 | WBLn1 | WBLn2 | SBLn1 |
|------------------------|-------|-------|-------|-------|-------|-------|
| Vol Left, %            | 12%   | 100%  | 0%    | 100%  | 0%    | 16%   |
| Vol Thru, %            | 68%   | 0%    | 76%   | 0%    | 71%   | 72%   |
| Vol Right, %           | 20%   | 0%    | 24%   | 0%    | 29%   | 12%   |
| Sign Control           | Stop  | Stop  | Stop  | Stop  | Stop  | Stop  |
| Traffic Vol by Lane    | 144   | 57    | 105   | 59    | 281   | 237   |
| LT Vol                 | 17    | 57    | 0     | 59    | 0     | 38    |
| Through Vol            | 98    | 0     | 80    | 0     | 200   | 170   |
| RT Vol                 | 29    | 0     | 25    | 0     | 81    | 29    |
| Lane Flow Rate         | 157   | 62    | 114   | 64    | 305   | 258   |
| Geometry Grp           | 2     | 7     | 7     | 7     | 7     | 2     |
| Degree of Util (X)     | 0.254 | 0.118 | 0.195 | 0.117 | 0.495 | 0.408 |
| Departure Headway (Hd) | 5.848 | 6.837 | 6.158 | 6.551 | 5.838 | 5.701 |
| Convergence, Y/N       | Yes   | Yes   | Yes   | Yes   | Yes   | Yes   |
| Cap                    | 612   | 523   | 581   | 546   | 617   | 629   |
| Service Time           | 3.912 | 4.599 | 3.919 | 4.301 | 3.587 | 3.757 |
| HCM Lane V/C Ratio     | 0.257 | 0.119 | 0.196 | 0.117 | 0.494 | 0.41  |
| HCM Control Delay      | 10.9  | 10.5  | 10.4  | 10.2  | 14.2  | 12.7  |
| HCM Lane LOS           | B     | B     | B     | B     | B     | B     |
| HCM 95th-tile Q        | 1     | 0.4   | 0.7   | 0.4   | 2.7   | 2     |

| Intersection             |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Int Delay, s/veh         | 5.1  |      |      |      |      |      |
| Movement                 | WBL  | WBR  | NBT  | NBR  | SBL  | SBT  |
| Lane Configurations      |      |      |      |      |      |      |
| Traffic Vol, veh/h       | 12   | 174  | 164  | 34   | 90   | 61   |
| Future Vol, veh/h        | 12   | 174  | 164  | 34   | 90   | 61   |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Free | Free | Free | Free |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | 0    | -    | -    | -    | 50   | -    |
| Veh in Median Storage, # | 0    | -    | 0    | -    | -    | 0    |
| Grade, %                 | 0    | -    | 0    | -    | -    | 0    |
| Peak Hour Factor         | 92   | 92   | 92   | 92   | 92   | 92   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 13   | 189  | 178  | 37   | 98   | 66   |

| Major/Minor          | Minor1 | Major1 | Major2 |   |       |   |
|----------------------|--------|--------|--------|---|-------|---|
| Conflicting Flow All | 459    | 197    | 0      | 0 | 215   | 0 |
| Stage 1              | 197    | -      | -      | - | -     | - |
| Stage 2              | 262    | -      | -      | - | -     | - |
| Critical Hdwy        | 6.42   | 6.22   | -      | - | 4.12  | - |
| Critical Hdwy Stg 1  | 5.42   | -      | -      | - | -     | - |
| Critical Hdwy Stg 2  | 5.42   | -      | -      | - | -     | - |
| Follow-up Hdwy       | 3.518  | 3.318  | -      | - | 2.218 | - |
| Pot Cap-1 Maneuver   | 560    | 844    | -      | - | 1355  | - |
| Stage 1              | 836    | -      | -      | - | -     | - |
| Stage 2              | 782    | -      | -      | - | -     | - |
| Platoon blocked, %   |        |        | -      | - |       | - |
| Mov Cap-1 Maneuver   | 520    | 844    | -      | - | 1355  | - |
| Mov Cap-2 Maneuver   | 520    | -      | -      | - | -     | - |
| Stage 1              | 836    | -      | -      | - | -     | - |
| Stage 2              | 726    | -      | -      | - | -     | - |

| Approach             | WB   | NB | SB  |
|----------------------|------|----|-----|
| HCM Control Delay, s | 10.9 | 0  | 4.7 |
| HCM LOS              | B    |    |     |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL   | SBT   |
|-----------------------|-----|----------|-------|-------|
| Capacity (veh/h)      | -   | -        | 811   | 1355  |
| HCM Lane V/C Ratio    | -   | -        | 0.249 | 0.072 |
| HCM Control Delay (s) | -   | -        | 10.9  | 7.9   |
| HCM Lane LOS          | -   | -        | B     | A     |
| HCM 95th %tile Q(veh) | -   | -        | 1     | 0.2   |

| Intersection             |      |      |      |       |      |      |
|--------------------------|------|------|------|-------|------|------|
| Int Delay, s/veh         | 3.1  |      |      |       |      |      |
| Movement                 | WBL  | WBR  | NBT  | NBR   | SBL  | SBT  |
| Lane Configurations      |      |      |      |       |      |      |
| Traffic Vol, veh/h       | 90   | 24   | 102  | 94    | 12   | 119  |
| Future Vol, veh/h        | 90   | 24   | 102  | 94    | 12   | 119  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0     | 0    | 0    |
| Sign Control             | Stop | Stop | Free | Free  | Free | Free |
| RT Channelized           | -    | None | -    | Yield | -    | None |
| Storage Length           | 0    | -    | -    | -     | -    | -    |
| Veh in Median Storage, # | 0    | -    | 0    | -     | -    | 0    |
| Grade, %                 | 0    | -    | 0    | -     | -    | 0    |
| Peak Hour Factor         | 92   | 92   | 92   | 92    | 92   | 92   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2     | 2    | 2    |
| Mvmt Flow                | 98   | 26   | 111  | 102   | 13   | 129  |

| Major/Minor          | Minor1 | Major1 | Major2 |   |       |   |
|----------------------|--------|--------|--------|---|-------|---|
| Conflicting Flow All | 317    | 162    | 0      | 0 | 111   | 0 |
| Stage 1              | 162    | -      | -      | - | -     | - |
| Stage 2              | 155    | -      | -      | - | -     | - |
| Critical Hdwy        | 6.42   | 6.22   | -      | - | 4.12  | - |
| Critical Hdwy Stg 1  | 5.42   | -      | -      | - | -     | - |
| Critical Hdwy Stg 2  | 5.42   | -      | -      | - | -     | - |
| Follow-up Hdwy       | 3,518  | 3,318  | -      | - | 2,218 | - |
| Pot Cap-1 Maneuver   | 676    | 883    | -      | - | 1479  | - |
| Stage 1              | 867    | -      | -      | - | -     | - |
| Stage 2              | 873    | -      | -      | - | -     | - |
| Platoon blocked, %   |        |        | -      | - |       | - |
| Mov Cap-1 Maneuver   | 670    | 883    | -      | - | 1479  | - |
| Mov Cap-2 Maneuver   | 670    | -      | -      | - | -     | - |
| Stage 1              | 867    | -      | -      | - | -     | - |
| Stage 2              | 865    | -      | -      | - | -     | - |

| Approach             | WB   | NB | SB  |
|----------------------|------|----|-----|
| HCM Control Delay, s | 11.2 | 0  | 0.7 |
| HCM LOS              | B    |    |     |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL   | SBT   |
|-----------------------|-----|----------|-------|-------|
| Capacity (veh/h)      | -   | -        | 706   | 1479  |
| HCM Lane V/C Ratio    | -   | -        | 0.176 | 0.009 |
| HCM Control Delay (s) | -   | -        | 11.2  | 7.5   |
| HCM Lane LOS          | -   | -        | B     | A     |
| HCM 95th %tile Q(veh) | -   | -        | 0.6   | 0     |

| Intersection              |    |
|---------------------------|----|
| Intersection Delay, s/veh | 12 |
| Intersection LOS          | B  |

| Movement            | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
|---------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations |      |      |      |      |      |      |      |      |      |      |      |      |
| Traffic Vol, veh/h  | 55   | 200  | 29   | 19   | 164  | 88   | 18   | 53   | 28   | 115  | 54   | 33   |
| Future Vol, veh/h   | 55   | 200  | 29   | 19   | 164  | 88   | 18   | 53   | 28   | 115  | 54   | 33   |
| Peak Hour Factor    | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Heavy Vehicles, %   | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow           | 60   | 217  | 32   | 21   | 178  | 96   | 20   | 58   | 30   | 125  | 59   | 36   |
| Number of Lanes     | 1    | 1    | 0    | 1    | 1    | 0    | 0    | 1    | 0    | 0    | 1    | 0    |

| Approach                   | EB | WB   | NB   | SB |
|----------------------------|----|------|------|----|
| Opposing Approach          | WB | EB   | SB   | NB |
| Opposing Lanes             | 2  | 2    | 1    | 1  |
| Conflicting Approach Left  | SB | NB   | EB   | WB |
| Conflicting Lanes Left     | 1  | 1    | 2    | 2  |
| Conflicting Approach Right | NB | SB   | WB   | EB |
| Conflicting Lanes Right    | 1  | 1    | 2    | 2  |
| HCM Control Delay          | 12 | 12.6 | 10.2 | 12 |
| HCM LOS                    | B  | B    | B    | B  |

| Lane                   | NBLn1 | EBLn1 | EBLn2 | WBLn1 | WBLn2 | SBLn1 |
|------------------------|-------|-------|-------|-------|-------|-------|
| Vol Left, %            | 18%   | 100%  | 0%    | 100%  | 0%    | 57%   |
| Vol Thru, %            | 54%   | 0%    | 87%   | 0%    | 65%   | 27%   |
| Vol Right, %           | 28%   | 0%    | 13%   | 0%    | 35%   | 16%   |
| Sign Control           | Stop  | Stop  | Stop  | Stop  | Stop  | Stop  |
| Traffic Vol by Lane    | 99    | 55    | 229   | 19    | 252   | 202   |
| LT Vol                 | 18    | 55    | 0     | 19    | 0     | 115   |
| Through Vol            | 53    | 0     | 200   | 0     | 164   | 54    |
| RT Vol                 | 28    | 0     | 29    | 0     | 88    | 33    |
| Lane Flow Rate         | 108   | 60    | 249   | 21    | 274   | 220   |
| Geometry Grp           | 2     | 7     | 7     | 7     | 7     | 2     |
| Degree of Util (X)     | 0.176 | 0.107 | 0.404 | 0.037 | 0.435 | 0.353 |
| Departure Headway (Hd) | 5.89  | 6.44  | 5.842 | 6.47  | 5.714 | 5.792 |
| Convergence, Y/N       | Yes   | Yes   | Yes   | Yes   | Yes   | Yes   |
| Cap                    | 607   | 556   | 615   | 553   | 630   | 619   |
| Service Time           | 3.95  | 4.186 | 3.589 | 4.217 | 3.461 | 3.843 |
| HCM Lane V/C Ratio     | 0.178 | 0.108 | 0.405 | 0.038 | 0.435 | 0.355 |
| HCM Control Delay      | 10.2  | 10    | 12.5  | 9.5   | 12.8  | 12    |
| HCM Lane LOS           | B     | A     | B     | A     | B     | B     |
| HCM 95th-tile Q        | 0.6   | 0.4   | 2     | 0.1   | 2.2   | 1.6   |

| Intersection             |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Int Delay, s/veh         | 5.6  |      |      |      |      |      |
| Movement                 | WBL  | WBR  | NBT  | NBR  | SBL  | SBT  |
| Lane Configurations      |      |      |      |      |      |      |
| Traffic Vol, veh/h       | 41   | 159  | 132  | 35   | 167  | 168  |
| Future Vol, veh/h        | 41   | 159  | 132  | 35   | 167  | 168  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Free | Free | Free | Free |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | 0    | -    | -    | -    | 50   | -    |
| Veh in Median Storage, # | 0    | -    | 0    | -    | -    | 0    |
| Grade, %                 | 0    | -    | 0    | -    | -    | 0    |
| Peak Hour Factor         | 92   | 92   | 92   | 92   | 92   | 92   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 45   | 173  | 143  | 38   | 182  | 183  |

| Major/Minor          | Minor1 | Major1 | Major2 |   |       |
|----------------------|--------|--------|--------|---|-------|
| Conflicting Flow All | 709    | 162    | 0      | 0 | 181   |
| Stage 1              | 162    | -      | -      | - | -     |
| Stage 2              | 547    | -      | -      | - | -     |
| Critical Hdwy        | 6.42   | 6.22   | -      | - | 4.12  |
| Critical Hdwy Stg 1  | 5.42   | -      | -      | - | -     |
| Critical Hdwy Stg 2  | 5.42   | -      | -      | - | -     |
| Follow-up Hdwy       | 3.518  | 3.318  | -      | - | 2.218 |
| Pot Cap-1 Maneuver   | 401    | 883    | -      | - | 1394  |
| Stage 1              | 867    | -      | -      | - | -     |
| Stage 2              | 580    | -      | -      | - | -     |
| Platoon blocked, %   |        |        | -      | - | -     |
| Mov Cap-1 Maneuver   | 348    | 883    | -      | - | 1394  |
| Mov Cap-2 Maneuver   | 348    | -      | -      | - | -     |
| Stage 1              | 867    | -      | -      | - | -     |
| Stage 2              | 504    | -      | -      | - | -     |

| Approach             | WB   | NB | SB |
|----------------------|------|----|----|
| HCM Control Delay, s | 12.9 | 0  | 4  |
| HCM LOS              | B    |    |    |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL   | SBT  |
|-----------------------|-----|----------|-------|------|
| Capacity (veh/h)      | -   | -        | 671   | 1394 |
| HCM Lane V/C Ratio    | -   | -        | 0.324 | 0.13 |
| HCM Control Delay (s) | -   | -        | 12.9  | 8    |
| HCM Lane LOS          | -   | -        | B     | A    |
| HCM 95th %tile Q(veh) | -   | -        | 1.4   | 0.4  |

| Intersection             |      |      |      |       |      |      |
|--------------------------|------|------|------|-------|------|------|
| Int Delay, s/veh         | 3    |      |      |       |      |      |
| Movement                 | WBL  | WBR  | NBT  | NBR   | SBL  | SBT  |
| Lane Configurations      | W    |      | T    |       |      | T    |
| Traffic Vol, veh/h       | 114  | 21   | 149  | 144   | 3    | 146  |
| Future Vol, veh/h        | 114  | 21   | 149  | 144   | 3    | 146  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0     | 0    | 0    |
| Sign Control             | Stop | Stop | Free | Free  | Free | Free |
| RT Channelized           | -    | None | -    | Yield | -    | None |
| Storage Length           | 0    | -    | -    | -     | -    | -    |
| Veh in Median Storage, # | 0    | -    | 0    | -     | -    | 0    |
| Grade, %                 | 0    | -    | 0    | -     | -    | 0    |
| Peak Hour Factor         | 92   | 92   | 92   | 92    | 92   | 92   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2     | 2    | 2    |
| Mvmt Flow                | 124  | 23   | 162  | 157   | 3    | 159  |

| Major/Minor          | Minor1 | Major1 | Major2 |   |       |   |
|----------------------|--------|--------|--------|---|-------|---|
| Conflicting Flow All | 405    | 240    | 0      | 0 | 162   | 0 |
| Stage 1              | 240    | -      | -      | - | -     | - |
| Stage 2              | 165    | -      | -      | - | -     | - |
| Critical Hdwy        | 6.42   | 6.22   | -      | - | 4.12  | - |
| Critical Hdwy Stg 1  | 5.42   | -      | -      | - | -     | - |
| Critical Hdwy Stg 2  | 5.42   | -      | -      | - | -     | - |
| Follow-up Hdwy       | 3.518  | 3.318  | -      | - | 2.218 | - |
| Pot Cap-1 Maneuver   | 601    | 799    | -      | - | 1417  | - |
| Stage 1              | 800    | -      | -      | - | -     | - |
| Stage 2              | 864    | -      | -      | - | -     | - |
| Platoon blocked, %   |        |        | -      | - | -     | - |
| Mov Cap-1 Maneuver   | 600    | 799    | -      | - | 1417  | - |
| Mov Cap-2 Maneuver   | 600    | -      | -      | - | -     | - |
| Stage 1              | 800    | -      | -      | - | -     | - |
| Stage 2              | 862    | -      | -      | - | -     | - |

| Approach               | WB    | NB | SB   |
|------------------------|-------|----|------|
| HCM Control Delay, s/v | 12.53 | 0  | 0.15 |
| HCM LOS                | B     |    |      |

| Minor Lane/Major Mvmt     | NBT | NBRWBLn1 | SBL   | SBT   |
|---------------------------|-----|----------|-------|-------|
| Capacity (veh/h)          | -   | -        | 624   | 36    |
| HCM Lane V/C Ratio        | -   | -        | 0.235 | 0.002 |
| HCM Control Delay (s/veh) | -   | -        | 12.5  | 7.5   |
| HCM Lane LOS              | -   | -        | B     | A     |
| HCM 95th %tile Q(veh)     | -   | -        | 0.9   | 0     |

| Intersection              |      |
|---------------------------|------|
| Intersection Delay, s/veh | 20.6 |
| Intersection LOS          | C    |

| Movement            | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
|---------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations |      |      |      |      |      |      |      |      |      |      |      |      |
| Traffic Vol, veh/h  | 57   | 129  | 25   | 80   | 303  | 123  | 17   | 98   | 34   | 65   | 170  | 29   |
| Future Vol, veh/h   | 57   | 129  | 25   | 80   | 303  | 123  | 17   | 98   | 34   | 65   | 170  | 29   |
| Peak Hour Factor    | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Heavy Vehicles, %   | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow           | 62   | 140  | 27   | 87   | 329  | 134  | 18   | 107  | 37   | 71   | 185  | 32   |
| Number of Lanes     | 1    | 1    | 0    | 1    | 1    | 0    | 0    | 1    | 0    | 0    | 1    | 0    |

| Approach                   | EB   | WB   | NB | SB   |
|----------------------------|------|------|----|------|
| Opposing Approach          | WB   | EB   | SB | NB   |
| Opposing Lanes             | 2    | 2    | 1  | 1    |
| Conflicting Approach Left  | SB   | NB   | EB | WB   |
| Conflicting Lanes Left     | 1    | 1    | 2  | 2    |
| Conflicting Approach Right | NB   | SB   | WB | EB   |
| Conflicting Lanes Right    | 1    | 1    | 2  | 2    |
| HCM Control Delay, s/veh   | 12.7 | 28.1 | 13 | 16.8 |
| HCM LOS                    | B    | D    | B  | C    |

| Lane                     | NBLn1 | EBLn1 | EBLn2 | WBLn1 | WBLn2 | SBLn1 |
|--------------------------|-------|-------|-------|-------|-------|-------|
| Vol Left, %              | 11%   | 100%  | 0%    | 100%  | 0%    | 25%   |
| Vol Thru, %              | 66%   | 0%    | 84%   | 0%    | 71%   | 64%   |
| Vol Right, %             | 23%   | 0%    | 16%   | 0%    | 29%   | 11%   |
| Sign Control             | Stop  | Stop  | Stop  | Stop  | Stop  | Stop  |
| Traffic Vol by Lane      | 149   | 57    | 154   | 80    | 426   | 264   |
| LT Vol                   | 17    | 57    | 0     | 80    | 0     | 65    |
| Through Vol              | 98    | 0     | 129   | 0     | 303   | 170   |
| RT Vol                   | 34    | 0     | 25    | 0     | 123   | 29    |
| Lane Flow Rate           | 162   | 62    | 167   | 87    | 463   | 287   |
| Geometry Grp             | 2     | 5     | 5     | 5     | 5     | 2     |
| Degree of Util (X)       | 0.309 | 0.131 | 0.324 | 0.17  | 0.815 | 0.526 |
| Departure Headway (Hd)   | 6.875 | 7.607 | 6.977 | 7.055 | 6.338 | 6.605 |
| Convergence, Y/N         | Yes   | Yes   | Yes   | Yes   | Yes   | Yes   |
| Cap                      | 522   | 471   | 514   | 509   | 570   | 545   |
| Service Time             | 4.929 | 5.362 | 4.731 | 4.798 | 4.081 | 4.65  |
| HCM Lane V/C Ratio       | 0.31  | 0.132 | 0.325 | 0.171 | 0.812 | 0.527 |
| HCM Control Delay, s/veh | 13    | 11.5  | 13.1  | 11.2  | 31.3  | 16.8  |
| HCM Lane LOS             | B     | B     | B     | B     | D     | C     |
| HCM 95th-tile Q          | 1.3   | 0.4   | 1.4   | 0.6   | 8.1   | 3     |

| Intersection             |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Int Delay, s/veh         | 4.7  |      |      |      |      |      |
| Movement                 | WBL  | WBR  | NBT  | NBR  | SBL  | SBT  |
| Lane Configurations      | Y    |      | T    |      | T    | T    |
| Traffic Vol, veh/h       | 34   | 174  | 330  | 76   | 90   | 148  |
| Future Vol, veh/h        | 34   | 174  | 330  | 76   | 90   | 148  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Free | Free | Free | Free |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | 0    | -    | -    | -    | 50   | -    |
| Veh in Median Storage, # | 0    | -    | 0    | -    | -    | 0    |
| Grade, %                 | 0    | -    | 0    | -    | -    | 0    |
| Peak Hour Factor         | 92   | 92   | 92   | 92   | 92   | 92   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 37   | 189  | 359  | 83   | 98   | 161  |

| Major/Minor          | Minor1 | Major1 | Major2 |   |       |   |
|----------------------|--------|--------|--------|---|-------|---|
| Conflicting Flow All | 757    | 400    | 0      | 0 | 441   | 0 |
| Stage 1              | 400    | -      | -      | - | -     | - |
| Stage 2              | 357    | -      | -      | - | -     | - |
| Critical Hdwy        | 6.42   | 6.22   | -      | - | 4.12  | - |
| Critical Hdwy Stg 1  | 5.42   | -      | -      | - | -     | - |
| Critical Hdwy Stg 2  | 5.42   | -      | -      | - | -     | - |
| Follow-up Hdwy       | 3.518  | 3.318  | -      | - | 2.218 | - |
| Pot Cap-1 Maneuver   | 376    | 650    | -      | - | 1119  | - |
| Stage 1              | 677    | -      | -      | - | -     | - |
| Stage 2              | 709    | -      | -      | - | -     | - |
| Platoon blocked, %   |        |        | -      | - |       | - |
| Mov Cap-1 Maneuver   | 343    | 650    | -      | - | 1119  | - |
| Mov Cap-2 Maneuver   | 343    | -      | -      | - | -     | - |
| Stage 1              | 677    | -      | -      | - | -     | - |
| Stage 2              | 647    | -      | -      | - | -     | - |

| Approach               | WB   | NB | SB   |
|------------------------|------|----|------|
| HCM Control Delay, s/v | 15.5 | 0  | 3.22 |
| HCM LOS                | C    |    |      |

| Minor Lane/Major Mvmt     | NBT | NBRWBLn1 | SBL   | SBT   |
|---------------------------|-----|----------|-------|-------|
| Capacity (veh/h)          | -   | -        | 567   | 1119  |
| HCM Lane V/C Ratio        | -   | -        | 0.399 | 0.087 |
| HCM Control Delay (s/veh) | -   | -        | 15.5  | 8.5   |
| HCM Lane LOS              | -   | -        | C     | A     |
| HCM 95th %tile Q(veh)     | -   | -        | 1.9   | 0.3   |

| Intersection             |      |      |      |       |      |      |
|--------------------------|------|------|------|-------|------|------|
| Int Delay, s/veh         | 3.4  |      |      |       |      |      |
| Movement                 | WBL  | WBR  | NBT  | NBR   | SBL  | SBT  |
| Lane Configurations      |      |      |      |       |      |      |
| Traffic Vol, veh/h       | 120  | 24   | 125  | 118   | 12   | 164  |
| Future Vol, veh/h        | 120  | 24   | 125  | 118   | 12   | 164  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0     | 0    | 0    |
| Sign Control             | Stop | Stop | Free | Free  | Free | Free |
| RT Channelized           | -    | None | -    | Yield | -    | None |
| Storage Length           | 0    | -    | -    | -     | -    | -    |
| Veh in Median Storage, # | 0    | -    | 0    | -     | -    | 0    |
| Grade, %                 | 0    | -    | 0    | -     | -    | 0    |
| Peak Hour Factor         | 92   | 92   | 92   | 92    | 92   | 92   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2     | 2    | 2    |
| Mvmt Flow                | 130  | 26   | 136  | 128   | 13   | 178  |

| Major/Minor          | Minor1 | Major1 | Major2 |   |       |
|----------------------|--------|--------|--------|---|-------|
| Conflicting Flow All | 404    | 200    | 0      | 0 | 136   |
| Stage 1              | 200    | -      | -      | - | -     |
| Stage 2              | 204    | -      | -      | - | -     |
| Critical Hdwy        | 6.42   | 6.22   | -      | - | 4.12  |
| Critical Hdwy Stg 1  | 5.42   | -      | -      | - | -     |
| Critical Hdwy Stg 2  | 5.42   | -      | -      | - | -     |
| Follow-up Hdwy       | 3.518  | 3.318  | -      | - | 2.218 |
| Pot Cap-1 Maneuver   | 602    | 841    | -      | - | 1448  |
| Stage 1              | 834    | -      | -      | - | -     |
| Stage 2              | 830    | -      | -      | - | -     |
| Platoon blocked, %   |        |        | -      | - | -     |
| Mov Cap-1 Maneuver   | 596    | 841    | -      | - | 1448  |
| Mov Cap-2 Maneuver   | 596    | -      | -      | - | -     |
| Stage 1              | 834    | -      | -      | - | -     |
| Stage 2              | 822    | -      | -      | - | -     |

| Approach               | WB    | NB | SB   |
|------------------------|-------|----|------|
| HCM Control Delay, s/v | 12.65 | 0  | 0.51 |
| HCM LOS                | B     |    |      |

| Minor Lane/Major Mvmt     | NBT | NBRWBLn1 | SBL  | SBT   |
|---------------------------|-----|----------|------|-------|
| Capacity (veh/h)          | -   | -        | 627  | 123   |
| HCM Lane V/C Ratio        | -   | -        | 0.25 | 0.009 |
| HCM Control Delay (s/veh) | -   | -        | 12.6 | 7.5   |
| HCM Lane LOS              | -   | -        | B    | A     |
| HCM 95th %tile Q(veh)     | -   | -        | 1    | 0     |

| Intersection              |      |
|---------------------------|------|
| Intersection Delay, s/veh | 29.4 |
| Intersection LOS          | D    |

| Movement            | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
|---------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Lane Configurations |      |      |      |      |      |      |      |      |      |      |      |      |
| Traffic Vol, veh/h  | 55   | 336  | 29   | 42   | 281  | 135  | 18   | 53   | 44   | 190  | 54   | 33   |
| Future Vol, veh/h   | 55   | 336  | 29   | 42   | 281  | 135  | 18   | 53   | 44   | 190  | 54   | 33   |
| Peak Hour Factor    | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Heavy Vehicles, %   | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow           | 60   | 365  | 32   | 46   | 305  | 147  | 20   | 58   | 48   | 207  | 59   | 36   |
| Number of Lanes     | 1    | 1    | 0    | 1    | 1    | 0    | 0    | 1    | 0    | 0    | 1    | 0    |

| Approach                   | EB | WB   | NB | SB   |
|----------------------------|----|------|----|------|
| Opposing Approach          | WB | EB   | SB | NB   |
| Opposing Lanes             | 2  | 2    | 1  | 1    |
| Conflicting Approach Left  | SB | NB   | EB | WB   |
| Conflicting Lanes Left     | 1  | 1    | 2  | 2    |
| Conflicting Approach Right | NB | SB   | WB | EB   |
| Conflicting Lanes Right    | 1  | 1    | 2  | 2    |
| HCM Control Delay, s/veh   | 30 | 37.2 | 14 | 21.9 |
| HCM LOS                    | D  | E    | B  | C    |

| Lane                     | NBLn1 | EBLn1 | EBLn2 | WBLn1 | WBLn2 | SBLn1 |
|--------------------------|-------|-------|-------|-------|-------|-------|
| Vol Left, %              | 16%   | 100%  | 0%    | 100%  | 0%    | 69%   |
| Vol Thru, %              | 46%   | 0%    | 92%   | 0%    | 68%   | 19%   |
| Vol Right, %             | 38%   | 0%    | 8%    | 0%    | 32%   | 12%   |
| Sign Control             | Stop  | Stop  | Stop  | Stop  | Stop  | Stop  |
| Traffic Vol by Lane      | 115   | 55    | 365   | 42    | 416   | 277   |
| LT Vol                   | 18    | 55    | 0     | 42    | 0     | 190   |
| Through Vol              | 53    | 0     | 336   | 0     | 281   | 54    |
| RT Vol                   | 44    | 0     | 29    | 0     | 135   | 33    |
| Lane Flow Rate           | 125   | 60    | 397   | 46    | 452   | 301   |
| Geometry Grp             | 2     | 5     | 5     | 5     | 5     | 2     |
| Degree of Util (X)       | 0.275 | 0.13  | 0.797 | 0.097 | 0.865 | 0.621 |
| Departure Headway (Hd)   | 7.928 | 7.806 | 7.234 | 7.767 | 7.018 | 7.428 |
| Convergence, Y/N         | Yes   | Yes   | Yes   | Yes   | Yes   | Yes   |
| Cap                      | 454   | 461   | 504   | 464   | 520   | 488   |
| Service Time             | 5.968 | 5.526 | 4.953 | 5.467 | 4.718 | 5.446 |
| HCM Lane V/C Ratio       | 0.275 | 0.13  | 0.788 | 0.099 | 0.869 | 0.617 |
| HCM Control Delay, s/veh | 14    | 11.7  | 32.7  | 11.3  | 39.8  | 21.9  |
| HCM Lane LOS             | B     | B     | D     | B     | E     | C     |
| HCM 95th-tile Q          | 1.1   | 0.4   | 7.4   | 0.3   | 9.3   | 4.2   |

| Intersection             |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|
| Int Delay, s/veh         | 15.1 |      |      |      |      |      |
| Movement                 | WBL  | WBR  | NBT  | NBR  | SBL  | SBT  |
| Lane Configurations      | Y    |      | T    |      | T    | T    |
| Traffic Vol, veh/h       | 101  | 159  | 319  | 82   | 167  | 409  |
| Future Vol, veh/h        | 101  | 159  | 319  | 82   | 167  | 409  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Free | Free | Free | Free |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | 0    | -    | -    | -    | 50   | -    |
| Veh in Median Storage, # | 0    | -    | 0    | -    | -    | 0    |
| Grade, %                 | 0    | -    | 0    | -    | -    | 0    |
| Peak Hour Factor         | 92   | 92   | 92   | 92   | 92   | 92   |
| Heavy Vehicles, %        | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow                | 110  | 173  | 347  | 89   | 182  | 445  |

| Major/Minor          | Minor1 | Major1 | Major2 |   |       |
|----------------------|--------|--------|--------|---|-------|
| Conflicting Flow All | 1199   | 391    | 0      | 0 | 436   |
| Stage 1              | 391    | -      | -      | - | -     |
| Stage 2              | 808    | -      | -      | - | -     |
| Critical Hdwy        | 6.42   | 6.22   | -      | - | 4.12  |
| Critical Hdwy Stg 1  | 5.42   | -      | -      | - | -     |
| Critical Hdwy Stg 2  | 5.42   | -      | -      | - | -     |
| Follow-up Hdwy       | 3.518  | 3.318  | -      | - | 2.218 |
| Pot Cap-1 Maneuver   | 205    | 657    | -      | - | 1124  |
| Stage 1              | 683    | -      | -      | - | -     |
| Stage 2              | 439    | -      | -      | - | -     |
| Platoon blocked, %   |        |        | -      | - | -     |
| Mov Cap-1 Maneuver   | 172    | 657    | -      | - | 1124  |
| Mov Cap-2 Maneuver   | 172    | -      | -      | - | -     |
| Stage 1              | 683    | -      | -      | - | -     |
| Stage 2              | 368    | -      | -      | - | -     |

| Approach               | WB    | NB | SB   |
|------------------------|-------|----|------|
| HCM Control Delay, s/v | 66.27 | 0  | 2.56 |
| HCM LOS                | F     |    |      |

| Minor Lane/Major Mvmt     | NBT | NBRWBLn1 | SBL   | SBT   |
|---------------------------|-----|----------|-------|-------|
| Capacity (veh/h)          | -   | -        | 313   | 1124  |
| HCM Lane V/C Ratio        | -   | -        | 0.902 | 0.162 |
| HCM Control Delay (s/veh) | -   | -        | 66.3  | 8.8   |
| HCM Lane LOS              | -   | -        | F     | A     |
| HCM 95th %tile Q(veh)     | -   | -        | 8.6   | 0.6   |

| Intersection              |      |
|---------------------------|------|
| Intersection Delay, s/veh | 12.5 |
| Intersection LOS          | B    |

| Movement            | WBL  | WBR  | NBT  | NBR  | SBL  | SBT  |
|---------------------|------|------|------|------|------|------|
| Lane Configurations |      |      |      |      |      |      |
| Traffic Vol, veh/h  | 34   | 174  | 330  | 76   | 90   | 148  |
| Future Vol, veh/h   | 34   | 174  | 330  | 76   | 90   | 148  |
| Peak Hour Factor    | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Heavy Vehicles, %   | 2    | 2    | 2    | 2    | 2    | 2    |
| Mvmt Flow           | 37   | 189  | 359  | 83   | 98   | 161  |
| Number of Lanes     | 1    | 0    | 1    | 0    | 1    | 1    |

| Approach                   | WB   | NB   | SB   |
|----------------------------|------|------|------|
| Opposing Approach          |      | SB   | NB   |
| Opposing Lanes             | 0    | 2    | 1    |
| Conflicting Approach Left  | NB   |      | WB   |
| Conflicting Lanes Left     | 1    | 0    | 1    |
| Conflicting Approach Right | SB   | WB   |      |
| Conflicting Lanes Right    | 2    | 1    | 0    |
| HCM Control Delay, s/veh   | 10.7 | 14.8 | 10.2 |
| HCM LOS                    | B    | B    | B    |

| Lane                     | NBLn1 | WBLn1 | SBLn1 | SBLn2 |
|--------------------------|-------|-------|-------|-------|
| Vol Left, %              | 0%    | 16%   | 100%  | 0%    |
| Vol Thru, %              | 81%   | 0%    | 0%    | 100%  |
| Vol Right, %             | 19%   | 84%   | 0%    | 0%    |
| Sign Control             | Stop  | Stop  | Stop  | Stop  |
| Traffic Vol by Lane      | 406   | 208   | 90    | 148   |
| LT Vol                   | 0     | 34    | 90    | 0     |
| Through Vol              | 330   | 0     | 0     | 148   |
| RT Vol                   | 76    | 174   | 0     | 0     |
| Lane Flow Rate           | 441   | 226   | 98    | 161   |
| Geometry Grp             | 4a    | 2     | 5     | 5     |
| Degree of Util (X)       | 0.592 | 0.326 | 0.167 | 0.251 |
| Departure Headway (Hd)   | 4.932 | 5.185 | 6.129 | 5.623 |
| Convergence, Y/N         | Yes   | Yes   | Yes   | Yes   |
| Cap                      | 737   | 699   | 587   | 640   |
| Service Time             | 2.932 | 3.185 | 3.846 | 3.34  |
| HCM Lane V/C Ratio       | 0.598 | 0.323 | 0.167 | 0.252 |
| HCM Control Delay, s/veh | 14.8  | 10.7  | 10.1  | 10.2  |
| HCM Lane LOS             | B     | B     | B     | B     |
| HCM 95th-tile Q          | 3.9   | 1.4   | 0.6   | 1     |

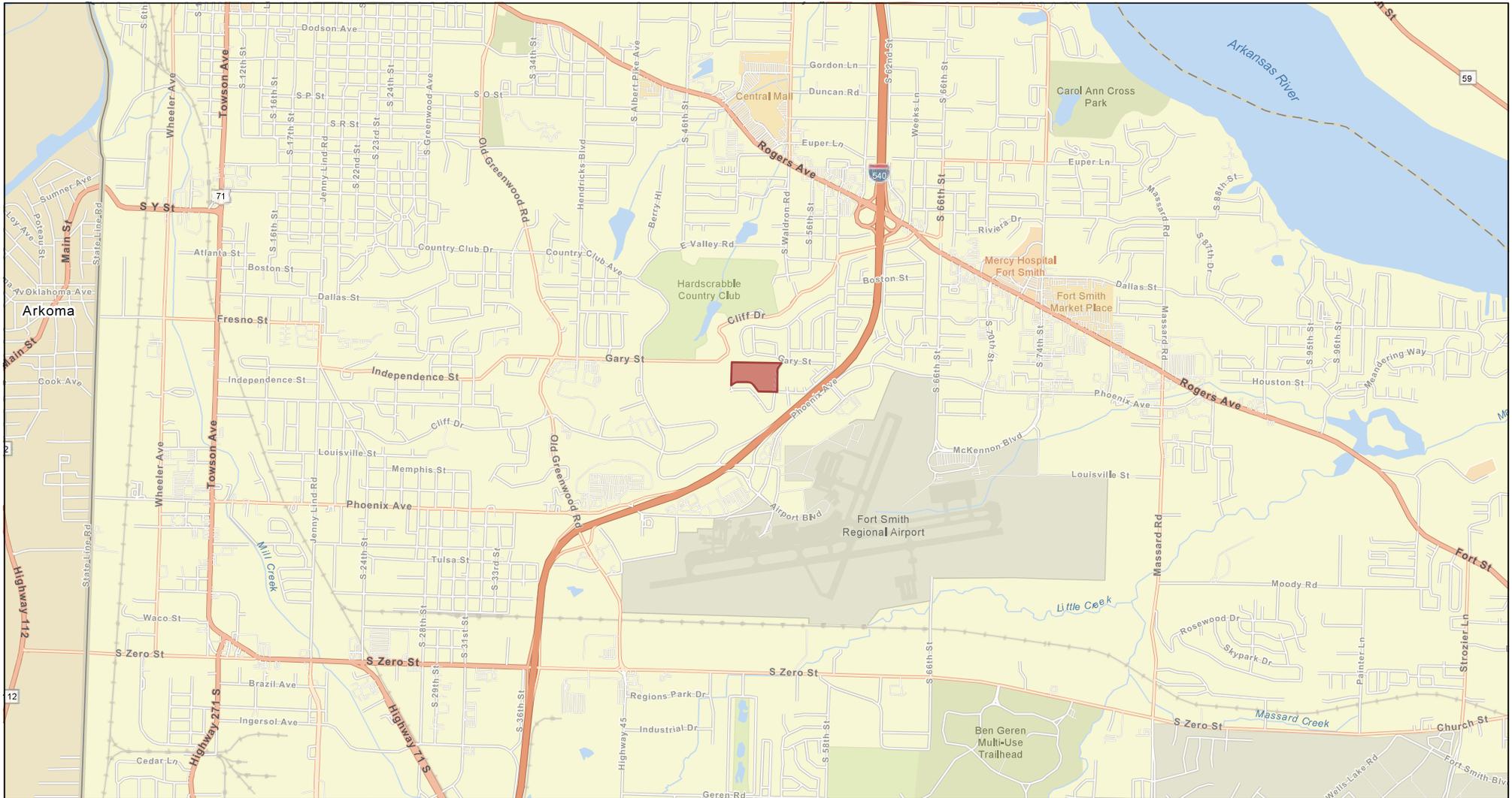
| Intersection              |      |
|---------------------------|------|
| Intersection Delay, s/veh | 19.5 |
| Intersection LOS          | C    |

| Movement            | WBL   | WBR  | NBT   | NBR  | SBL   | SBT   |
|---------------------|---|------|---|------|---|---|
| Lane Configurations |  |      |  |      |  |  |
| Traffic Vol, veh/h  | 101   | 159  | 319   | 82   | 167   | 409   |
| Future Vol, veh/h   | 101   | 159  | 319   | 82   | 167   | 409   |
| Peak Hour Factor    | 0.92  | 0.92 | 0.92  | 0.92 | 0.92  | 0.92  |
| Heavy Vehicles, %   | 2   | 2    | 2   | 2    | 2   | 2   |
| Mvmt Flow           | 110   | 173  | 347   | 89   | 182   | 445   |
| Number of Lanes     | 1   | 0    | 1   | 0    | 1   | 1   |

| Approach                   | WB   | NB   | SB   |
|----------------------------|------|------|------|
| Opposing Approach          |      | SB   | NB   |
| Opposing Lanes             | 0    | 2    | 1    |
| Conflicting Approach Left  | NB   |      | WB   |
| Conflicting Lanes Left     | 1    | 0    | 1    |
| Conflicting Approach Right | SB   | WB   |      |
| Conflicting Lanes Right    | 2    | 1    | 0    |
| HCM Control Delay, s/veh   | 14.8 | 20.3 | 21.1 |
| HCM LOS                    | B    | C    | C    |

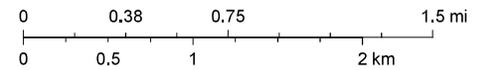
| Lane                     | NBLn1 | WBLn1 | SBLn1 | SBLn2 |
|--------------------------|-------|-------|-------|-------|
| Vol Left, %              | 0%    | 39%   | 100%  | 0%    |
| Vol Thru, %              | 80%   | 0%    | 0%    | 100%  |
| Vol Right, %             | 20%   | 61%   | 0%    | 0%    |
| Sign Control             | Stop  | Stop  | Stop  | Stop  |
| Traffic Vol by Lane      | 401   | 260   | 167   | 409   |
| LT Vol                   | 0     | 101   | 167   | 0     |
| Through Vol              | 319   | 0     | 0     | 409   |
| RT Vol                   | 82    | 159   | 0     | 0     |
| Lane Flow Rate           | 436   | 283   | 182   | 445   |
| Geometry Grp             | 4a    | 2     | 5     | 5     |
| Degree of Util (X)       | 0.687 | 0.482 | 0.33  | 0.746 |
| Departure Headway (Hd)   | 5.672 | 6.142 | 6.552 | 6.044 |
| Convergence, Y/N         | Yes   | Yes   | Yes   | Yes   |
| Cap                      | 636   | 585   | 548   | 596   |
| Service Time             | 3.727 | 4.204 | 4.31  | 3.802 |
| HCM Lane V/C Ratio       | 0.686 | 0.484 | 0.332 | 0.747 |
| HCM Control Delay, s/veh | 20.3  | 14.8  | 12.5  | 24.6  |
| HCM Lane LOS             | C     | B     | B     | C     |
| HCM 95th-tile Q          | 5.4   | 2.6   | 1.4   | 6.5   |

Rezoning #4-2-26 – A request for a zone change from a Planned Zoning District (PZD Ord #36-22) to a Planned Zoning District (PZD) by classification at 5300 Heather Ridge Street



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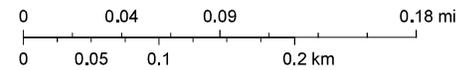
Rezoning #4-2-26 – A request for a zone change from a Planned Zoning District (PZD Ord #36-22) to a Planned Zoning District (PZD) by classification at 5300 Heather Ridge Street



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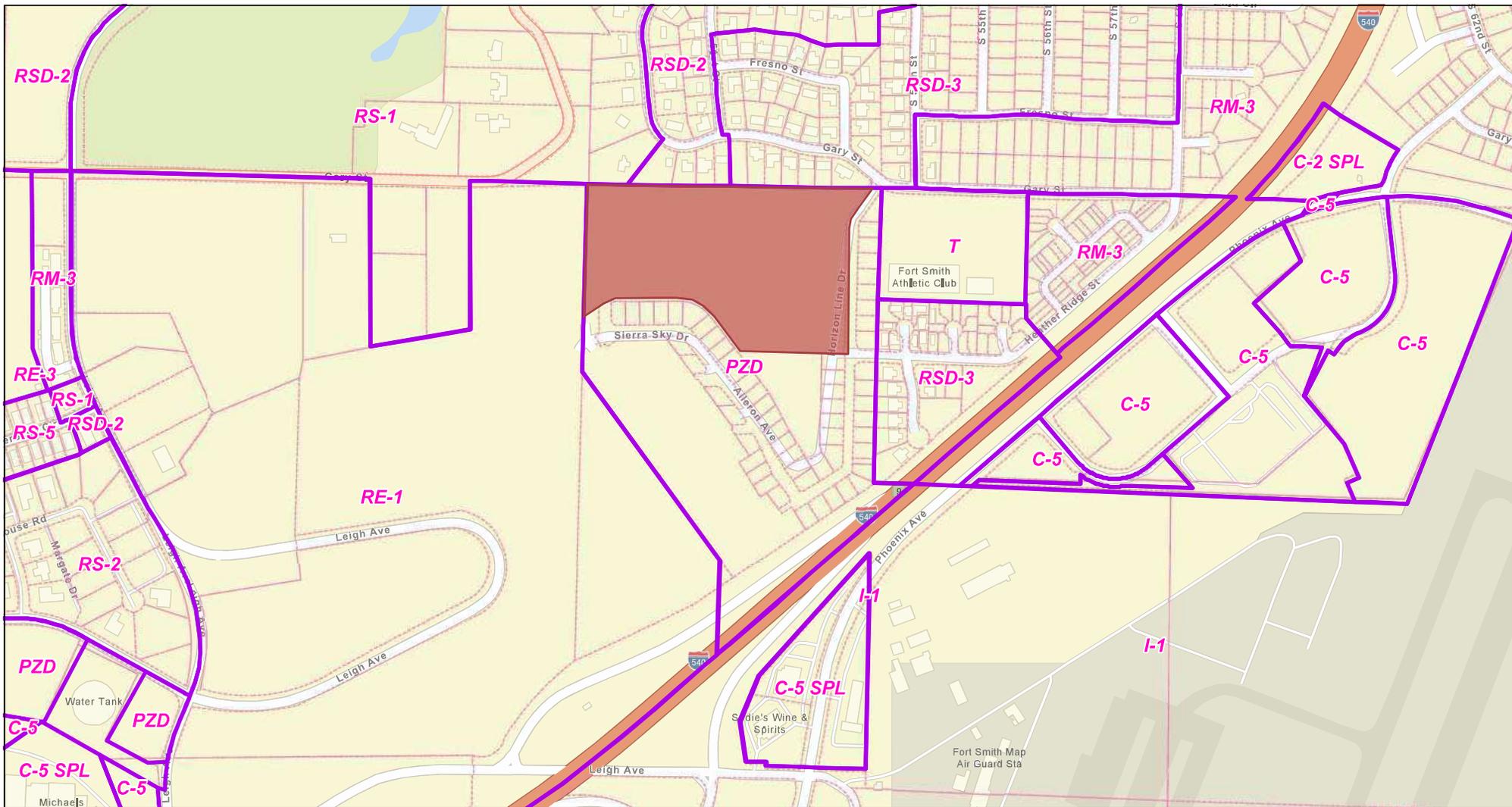
- Parcels
- Roads

1:4,514



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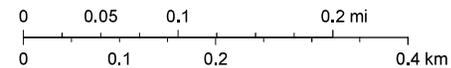
Rezoning #4-2-26 — A request for a zone change from a Planned Zoning District (PZD Ord #36-22) to a Planned Zoning District (PZD) by classification at 5300 Heather Ridge Street



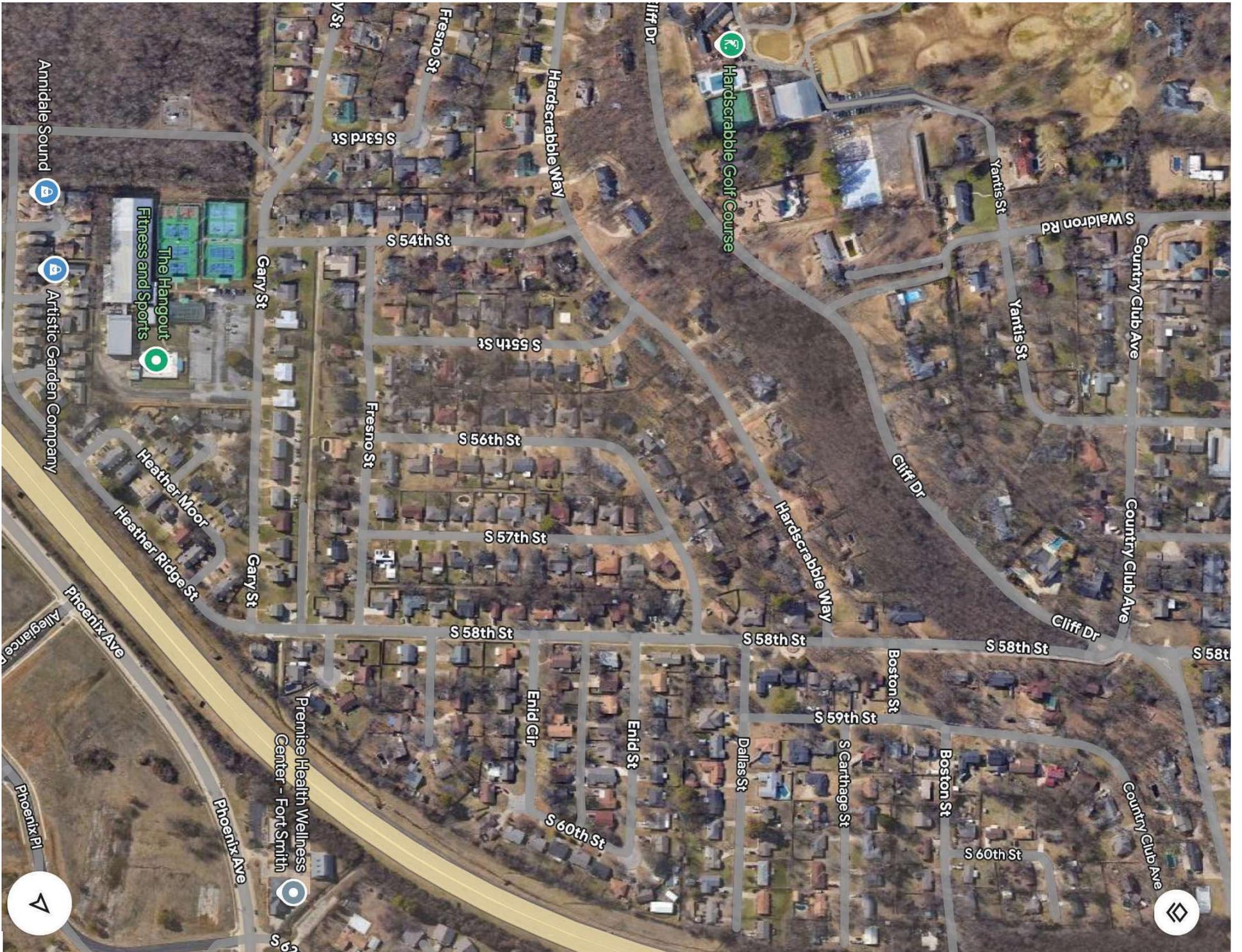
1/23/2026, 2:30:10 PM

- Zoning
- Parcels

1:6,369



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community





## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**FROM:** Maggie Rice, Deputy City Administrator  
**DATE:** February 18, 2026  
**SUBJECT:** Rezoning #3-2-26 from not zoned to Transitional (T) at 7208 Mahogany Avenue

### **SUMMARY**

On February 10, 2026, the Planning Commission held a public hearing to consider the subject zoning application. The property, containing an area of 0.66 acres, is located on the west side of Mahogany Avenue south of Tuscany Street. The proposed zoning to Transitional (T) allows the existing structure to be utilized as a consulting services business that specializes in international student documentation services for foreign exchange students.

A neighborhood meeting was held on January 29, 2026. No neighboring property owners were in attendance. At the Planning Commission meeting, Jeremy Davies was present to represent these applications. There were none present to speak in favor of or opposition to the item.

The Planning Commission voted eight (8) in favor and zero (0) opposed to recommend the Board of Directors amend the Zoning Map.

Please contact me if you have any questions.

### **ATTACHMENTS**

1. [7208\\_Mahogany\\_Ave\\_\\_Ordinance.pdf](#)
2. [7208 Mahogany Backup.pdf](#)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ZONING IDENTIFIED PROPERTY  
AND AMENDING THE ZONING MAP**

---

**WHEREAS**, the City Planning Commission held a public hearing upon request 3-2-26 to zone certain property hereinafter described, and, having considered said request, recommended on February 10, 2026, that said change be made.

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

**SECTION 1:** That the following property to-wit:

PART OF NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 31 WEST, FORT SMITH, SEBASTIAN COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE S87°35'56"E, ALONG SOUTH LINE OF SAID SECTION 3, 2133.99 FEET TO A POINT; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 3, N00°00'00"E, 1176.19 FEET TO AN EXISTING REBAR (RLS1369) MARKING THE POINT OF BEGINNING; THENCE N20°41'04"E, 161.07 FEET TO AN EXISTING REBAR (RLS1369); THENCE S68°48'30"E, 83.00 FEET TO AN EXISTING REBAR (RLS1369); THENCE S20°41'04"W, 11.20 FEET TO AN EXISTING REBAR (RLS1369); THENCE S68°48'30"E, 102.33 FEET TO AN EXISTING REBAR (RLS1369) ON THE WESTERLY RIGHT-OF-WAY LINE OF MAHOGANY AVENUE AS DESCRIBED IN DOCUMENT NUMBER 7149464; THENCE S20°23'11"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MAHOGANY AVENUE, 149.88 FEET TO AN EXISTING REBAR (RLS1369); THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID MAHOGANY AVENUE, N68°48'30"W, 186.11 FEET TO THE POINT OF BEGINNING, CONTAINING 0.660 ACRES, MORE OR LESS, BEING SUBJECT TO PUBLIC ROAD RIGHTS-OF-WAY AND ANY EASEMENTS OF RECORD, ACCORDING TO A SURVEY BY ANDERSON SURVEYING, INC., RLS # 1272, JOB # 25-11-10,

more commonly known as 7208 Mahogany Avenue, is hereby zoned Transitional (T). The zoning map of the City of Fort Smith is hereby amended to reflect said zoning.

**SECTION 2:** It is hereby found and determined that the adoption of the amendment to the zoning map is necessary to alleviate an emergency relative to the regulation of uses of property within the City of Fort Smith so that the protection of the health, safety, welfare, and property of the inhabitants of the City requires that the above amendment be effective, and the amendment is hereby made effective as of date of approval of this Ordinance.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**Approved as to form:**



\_\_\_\_\_  
**Publish One Time**

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT**  
**AGENDA**  
**BLUE LION DOWNTOWN, 101 N 2<sup>ND</sup> ST**  
**FEBRUARY 10, 2026**  
**5:30 P.M**

Before calling the meeting to order, Chairman McCaffrey asked everyone to stand for the Pledge of Allegiance. On roll call, the following commissioners were present: Ret Taylor, Vicki Newton, Rod Coleman, Kelly Wilson, Griffin Hanna, David Tyler, Matt Marshall, and Shaun McCaffrey. Zach Ledford was not in attendance.

Chairman McCaffrey called for a motion on the January 13, 2026, meeting minutes. Commissioner Taylor moved, seconded by Commissioner Marshall, to approve the minutes. The motion carried with no objections.

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

**7. Rezoning #3-2-26 – A request by Jeremy Davies, agent for Brushy Mountain Properties, LLC, for a zoning request from not zoned to Transitional (T) at 7208 Mahogany Avenue.**

Chairman McCaffrey introduced item 7. Mr. Kaelin delivered the staff report indicating the subject property was located on the west side of Mahogany Avenue south of Tuscany Street. He said approval of the zoning request will allow for the existing 3,739 s.f. building to be utilized as a consulting services business that specializes in international student documentation services for foreign exchange students.

Mr. Jeremy Davies was present to represent the item. There were none present to speak in favor or opposition of the items.

Chairman McCaffrey called for a motion on item 7. Commissioner Taylor moved, seconded by Commissioner Tyler, to approve with staff comments.

Chairman McCaffrey called for a vote on item 7. The vote was eight (8) in favor and zero (0) opposed.



**Fort Smith  
Planning Commission**

**Item Number:**  
**Rezoning #3-2-26**

**Hearing Date: February 10, 2026**

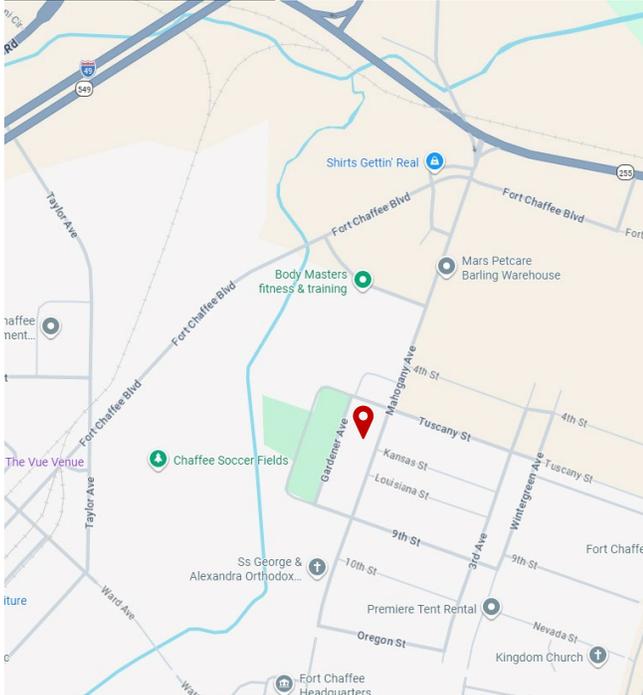
**Report Prepared by:**

Planning Staff

**Owner and Applicant Information:**

Applicant/Owner: Jeremy Davies,  
Brushy Mountain Properties, LLC

**Location Map:**



**Applicant Proposal:**

Address: 7208 Mahogany Avenue

Present Use: Vacant Church

Proposed Use: Consulting Services

Summary: Zoning request from not zoned to Transitional (T).

Location: West side of Mahogany Avenue and south of Tuscany Street.

Tract Size: 0.66 acres

**Zoning:**

Not Zoned

**Chaffee Crossing Land Use:**

Commercial/Office

**Staff Recommendation:**

Approval

# Memo

**To:** City Planning Commission

**From:** Planning Staff

**Date:** February 10, 2026

**Re:** Rezoning #3-2-26 – A request by Jeremy Davies, agent for Brushy Mountain Properties, LLC, for a zoning request from not zoned to Transitional (T) at 7208 Mahogany Avenue.

## **PROPOSED ZONING**

Approval of the zoning request will allow for the existing 3,739 s.f. building to be utilized as a consulting services business that specializes in international student documentation services for foreign exchange students.

## **LOT LOCATION AND SIZE**

The subject property is on the west side of Mahogany Avenue south of Tuscany Street. The tract contains an area of 0.66 acres with approximately 150 feet of street frontage along Mahogany Avenue.

## **EXISTING ZONING**

The subject property is currently not zoned.

## **REQUESTED ZONING**

The proposed zoning on this tract is Transitional (T). Characteristics of this zone are as follows:

### **Purpose:**

To provide small scale areas for limited office, professional service, and medical services designed in scale with surrounding residential uses. The transitional (T) zoning district applies to the Residential Attached, Institutional, Neighborhood Commercial and General Commercial categories of the Master Land Use Plan.

### **Permitted Uses:**

Single family detached, duplexes, family group home, retirement housing, bridal shop, banking establishments and offices are examples of permitted uses.

### **Conditional Uses:**

Assisted living, bed & breakfast inn, utility substation, country club, park or playground, college, library, primary and secondary school, business professional schools, fire and rescue station, emergency response station, police substation, diagnostic laboratory testing facility, hospital, daycare homes, substance abuse treatment facility, senior citizen center and churches are examples of uses permitted as conditional uses.

**Area and Bulk Regulations:**

Minimum Lot Size – 5,000 square feet  
Maximum Lot Size – 40,000 square feet  
Minimum Lot Width at Building Line – 50 feet  
Minimum Street Frontage – 50 feet  
Front Yard Setback - 20 feet  
Side Yard on Street Side of Corner Lot - 20 feet  
Side Yard Setback – 5 feet  
Rear Yard Setback - 10 feet  
Minimum building separation – 10 feet (residential), non residential to be determined by current City building and fire code.

Maximum Height - 35 feet (1+1)  
Maximum Lot Coverage - 65%

**SURROUNDING ZONING AND LAND USE**

| <b>Direction</b>           | <b>Land use</b>   | <b>Zoning</b> |
|----------------------------|---|---------------|
| North, South, East, & West | Disabled American Veterans, Pickleball Courts, an Arboreta, and Undeveloped | Not Zoned     |

**MASTER STREET PLAN CLASSIFICATION**

The Master Street Plan classifies Mahogany Avenue as local road.

**CHAFFEE CROSSING LAND USE**

The Chaffee Crossing Land Use Plan classifies this site as Commercial/Office. This classification is intended to guide appropriate development of non-residential uses within a larger community context, establish strong street presence, and promote parking to the sides and rear of the buildings.

**NEIGHBORHOOD MEETING**

A neighborhood meeting was held on January 29<sup>th</sup> at 5:30P.M. on site. No neighboring property owners were in attendance.

**STAFF COMMENTS**

The applicant intends to utilize the existing 3,739 s.f. building as a consulting services business that specializes in international student documentation services for foreign exchange students. The proposed Transitional (T) zoning is an appropriate zoning district for the consulting business.

**STAFF RECOMMENDATIONS**

Staff recommends approval contingent upon the following:

1. Construction must comply with the submitted development plan. Changes or amendments to the submitted development plan are permitted but limited to those described in Section 27-330-7 of the UDO. Any changes greater than those described in this section will require Planning Commission approval.
2. Approval of the companion variance and development plan requests.
3. The property must be platted prior to the issuance of a building permit.



## **Application Summary**

### **Application Type**

- **Conventional Rezoning**
- **Zoning Variance**
- **Development Plan**

### **Site Location**

- Address:7208 MAHOGANY AVE, FORT SMITH, AR 72916;
- Legal Description:PT OF NE 1/4 OF THE SW 1/4 OF THE SE 1/4 OF THE SW 1/4
- Parcel:18883-0000-04105-00;
- Site Area (acres):0.60
- Current Zoning:
- Requested Zoning (if applicable):Planned Zoning District (PZD)

### **Applicant**

- Name:Jeremy Davies
- Address:806 7th St, 806 7th St.,Barling, AR 72923
- Phone:(479) 777-7040
- Email:jdavies@convalidation.com

### **Agent**

- Name:
- Address:
- Phone:
- Email:

### **Details**

- Variance #6-2-26 – A request by Jeremy Davies, agent for Brushy Mountain Properties, LLC, from the required street access of a Residential Collector or higher to a local road in a proposed Transitional (T) zone at 7208 Mahogany Avenue.

Rezoning #3-2-26 – A request by Jeremy Davies, agent for Brushy Mountain Properties, LLC, for a zoning request from not zoned to Transitional (T) at 7208 Mahogany Avenue.

Development Plan #3-2-26 – A request by Jeremy Davies, agent for Brushy Mountain Properties, LLC, for a consulting services business in a Transitional (T) zone at 7208 Mahogany Avenue.

**SURVEY DESCRIPTION:**  
 PART OF NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND PART OF THE SOUTHWEST QUARTER (SE 1/4) OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 31 WEST, FORT SMITH, SEBASTIAN COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

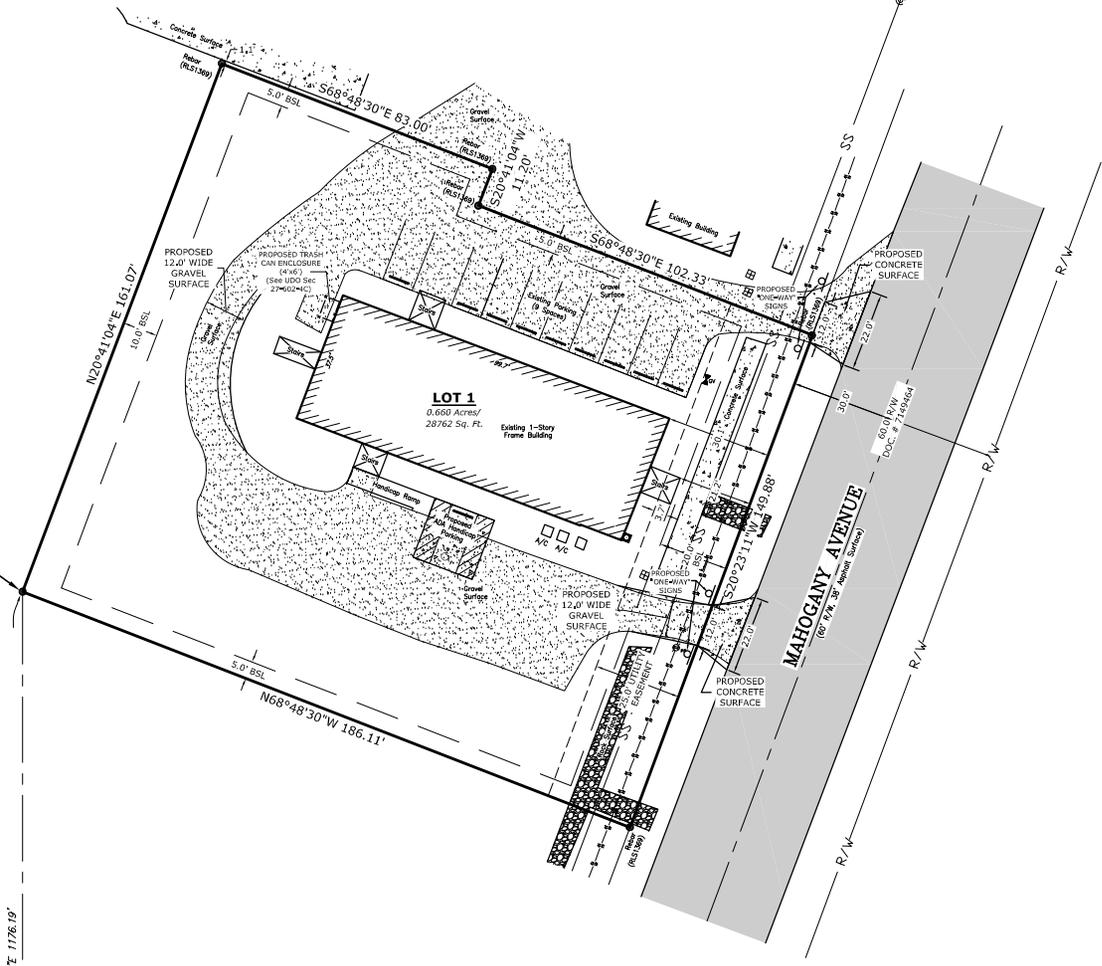
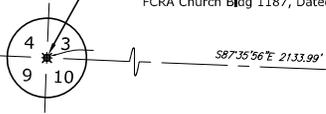
COMMENCING AT AN EXISTING RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE S87°35'56"E, ALONG SOUTH LINE OF SAID SECTION 3, 2133.99 FEET TO A POINT; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 3, N00°00'00"E, 1176.19 FEET TO AN EXISTING REBAR (RLS1369) MARKING THE POINT OF BEGINNING; THENCE N20°41'04"E, 161.07 FEET TO AN EXISTING REBAR (RLS1369); THENCE S68°48'30"E, 83.00 FEET TO AN EXISTING REBAR (RLS1369); THENCE S20°41'04"W, 11.20 FEET TO AN EXISTING REBAR (RLS1369); THENCE S68°48'30"E, 102.33 FEET TO AN EXISTING REBAR (RLS1369) ON THE WESTERLY RIGHT-OF-WAY LINE OF MAHOGANY AVENUE AS DESCRIBED IN DOCUMENT NUMBER 7149464; THENCE S20°23'11"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MAHOGANY AVENUE, 456.88 FEET TO AN EXISTING REBAR (RLS1369); THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID MAHOGANY AVENUE, N68°48'30"W, 186.11 FEET TO THE POINT OF BEGINNING, CONTAINING 0.660 ACRES, MORE OR LESS, BEING SUBJECT TO PUBLIC ROAD RIGHTS-OF-WAY AND ANY EASEMENTS OF RECORD, ACCORDING TO A SURVEY BY ANDERSON SURVEYING, INC., RLS # 1272, JOB # 26-01-10.

PROPOSED LOT 1, BRUSHY MOUNTAIN PROPERTIES ADDITION.

**POINT OF BEGINNING**  
 Existing Rebar (RLS1369)

**POINT OF COMMENCEMENT**  
 Existing Railroad Spike  
 SW Corner

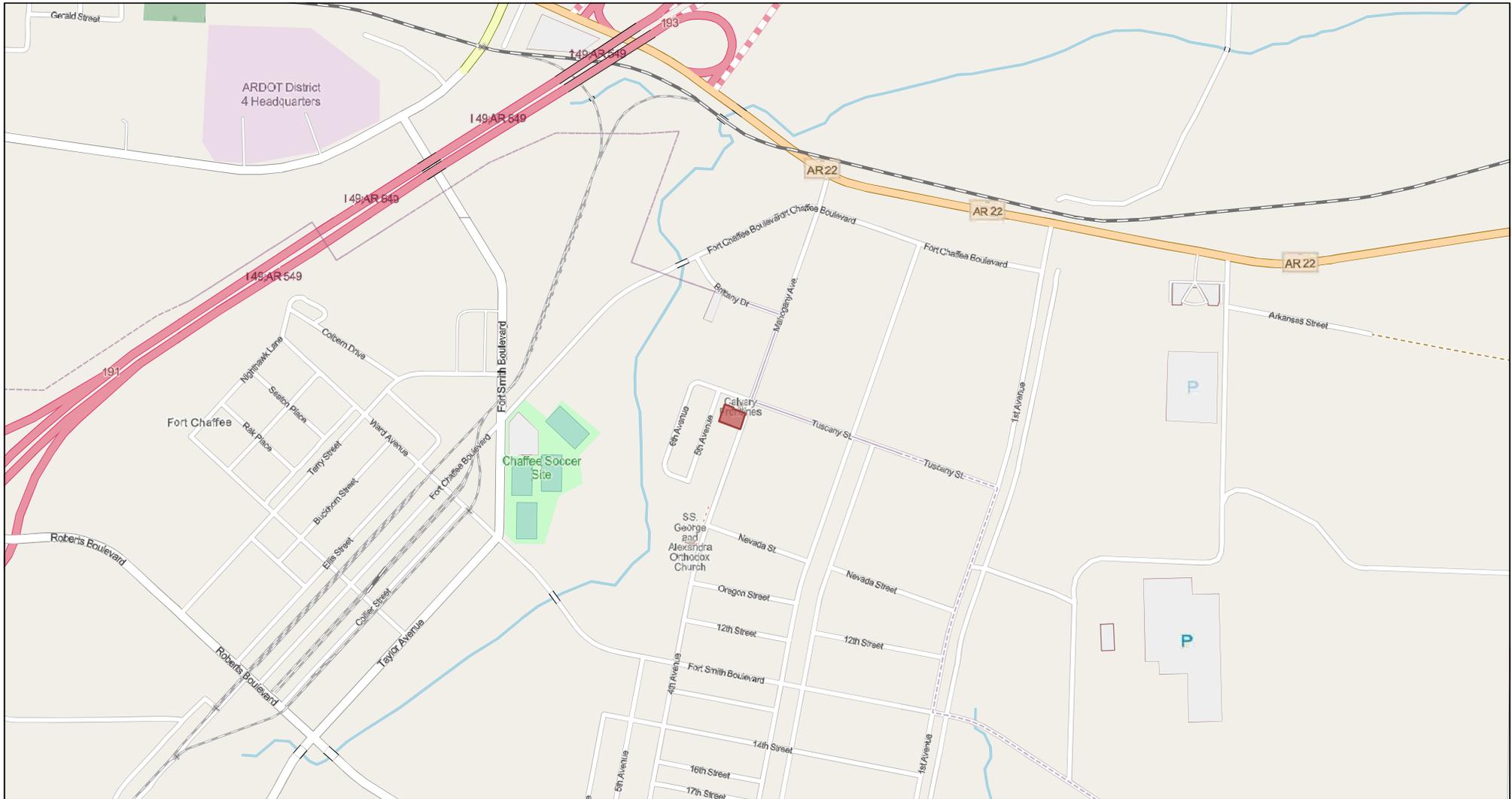
SW 1/4 of SW 1/4 of  
 Section 3, T-7-N, R-31-W  
 (Previous Survey by RLS1369, Dwg #  
 FCRA Church Bldg 1187, Dated: 10-2019)



**ZONING INFORMATION:**  
 ZONED: T (TRANSITIONAL)  
 FRONT SETBACK: 20'  
 SIDE SETBACK: 5'  
 REAR SETBACK: 10'

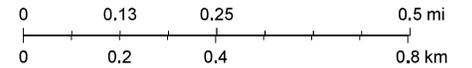
|   |  |   |   |  |  |
|---|--|---|---|--|--|
| REVISIONS<br>DATE   | BASIS OF BEARING:<br>GRID NORTH, STATE PLANE COORDINATE SYSTEM,<br>ARKANSAS NORTH ZONE (SDD1), NAD 83 (2011) |   | Land Commissioner<br>File Code Number<br>500-07N-31W-03-300-65-1272 |  | <b>LEGEND</b><br>= SET 1/2"x1/8" REBAR<br>= SET 1/2"x1/4" PIN<br>= SET RR SPIKE<br>= EXISTING RR SPIKE<br>= SET MAG NAIL<br>= SET MAG NAIL<br>= EXISTING NAIL<br>= EXISTING FENCE<br>= POWER POLE<br>= EXISTING FENCE<br>= WATER METER<br>= ELECTRIC/TELEPHONE PEDESTAL<br>= GAS METER<br>= LIGHT POLE |
|   | FORT SMITH, SEBASTIAN COUNTY, ARKANSAS<br><b>SITE PLAN</b><br>LOT 1, BRUSHY MOUNTAIN<br>PROPERTIES ADDITION  |   |   |  |  |
| ANDERSON SURVEYING INC.<br>Arkansas -- Oklahoma<br>P.O. Box 129<br>Van Buren, AR 72957<br>(479) 474-4247<br>Fax (479) 410-5333<br>tony@and-survey.com |  | FOR USE BY:<br>BRUSHY MOUNTAIN PROPERTIES, LLC<br>2208 MAHOGANY AVENUE<br>FORT SMITH, ARKANSAS              |   | CA 1691 Expires 12/31/2027   |  |
| DATE: 01-22-2026<br>JOB NO: 26-01-10<br>SCALE: 1" = 25'   |  | FORT SMITH, SEBASTIAN COUNTY, ARKANSAS<br><b>SITE PLAN</b><br>LOT 1, BRUSHY MOUNTAIN<br>PROPERTIES ADDITION |   | REGISTERED PROFESSIONAL LAND SURVEYOR<br>STATE OF ARKANSAS<br>NO. 1691 |  |

# Rezoning #3-2-26 – A zoning request from not zoned to Transitional (T) at 7208 Mahogany Avenue



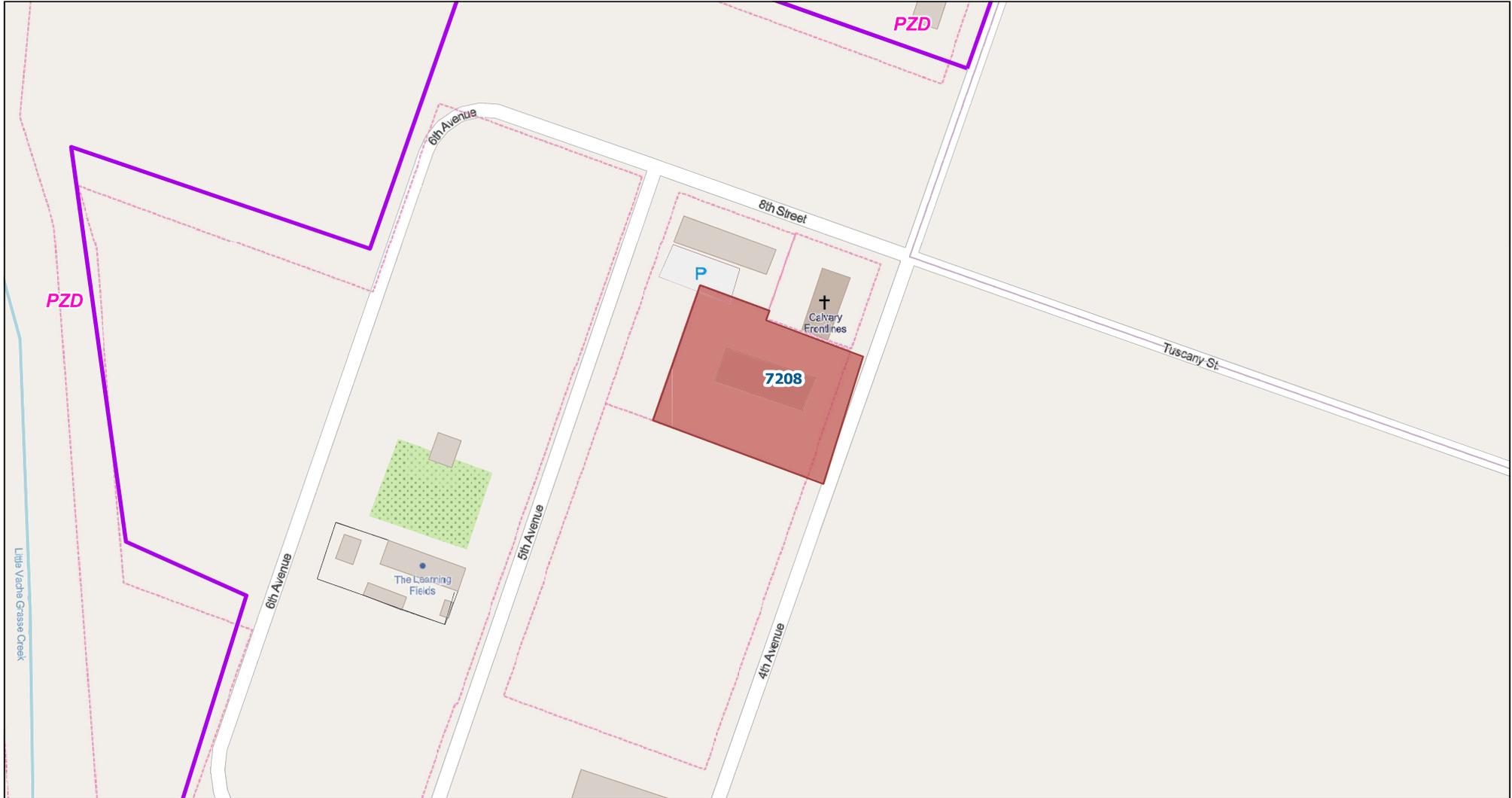
1/23/2026, 3:22:54 PM

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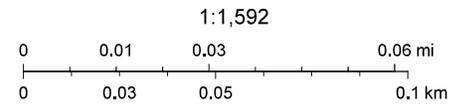
Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Rezoning #3-2-26 – A zoning request from not zoned to Transitional (T) at 7208 Mahogany Avenue



1/23/2026, 3:21:17 PM

-  Zoning
-  Addresses
-  Subdivisions
-  Parcels



 Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

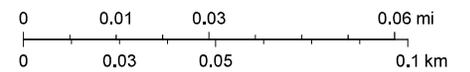
Rezoning #3-2-26 – A zoning request from not zoned to Transitional (T) at 7208 Mahogany Avenue



1/23/2026, 3:18:50 PM

- Addresses
- Subdivisions
- Parcels
- Roads

1:1,592



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri



## MEMORANDUM

**TO:** Honorable Mayor and Members of the Board of Directors  
**FROM:** Jeff Dingman, Acting City Administrator  
**DATE:** February 19, 2026  
**SUBJECT:** Repeal of ordinance authorizing contracts with Royal Ridge Construction, LLC

### **SUMMARY**

In October, 2025 the city opened sealed bids for construction components related to the waterslide project. The bids received far exceeded the estimated amount and the budgeted funds available for the project, so no bid was approved. In the weeks that followed staff worked with Director Kemp and a local contractor Royal Ridge Construction to review the scope of the project and develop the lowest possible cost for building the project.

At the January 20, 2026 regular meeting, the Board of Directors adopted Ordinance No. 5-26 waiving competitive bidding and awarding two construction contracts related to the foundation and pumphouse portions of the waterslide project to Royal Ridge Construction, LLC. Such action directly led to legal action challenging the appropriateness of waiving competitive bidding for this purpose. Subsequently, during the Officials' Forum at the February 17 regular meeting the Board directed staff to place an ordinance rescinding Ord. No. 5-26 on the next regular meeting agenda and proceed immediately with advertising for bids for this project. Staff developed two scopes of work, one for the foundations, structures, and mechanical systems of the project, and one for the aquatics plumbing, pumps and pool equipment required for the project. Advertisement for bids on both scopes of work started on February 22, and bids will be opened on March 5.

The plan thereafter is for the Board to discuss the bids received at the March 10 meeting, and presumably advance a recommended action to the March 17 meeting for consideration.

In the meantime, the City needs to repeal the previous ordinance that awarded the contracts to Royal Ridge, and Royal Ridge does not object. An ordinance repealing Ord. No. 5-26 and terminating the contracts authorized by that ordinance was drafted by the city attorney is on the agenda for the Board's consideration at the March 3, 2026 regular meeting. The ordinance specifically authorizes the Mayor to execute the attached Memorandum Terminating Contracts, whereby both the city and Royal Ridge agree to the termination of the previously approved contracts.

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

### **ATTACHMENTS**

1. [20260219\\_Ordinance\\_Repealing\\_Ordinance\\_5-26-1.pdf](#)
2. [20260219\\_Memo for Terminating Contracts with Royal Ridge-1.docx](#)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING ORDINANCE NO. 5-26 AND  
TERMINATING THE CONTRACTS WITH ROYAL RIDGE  
CONSTRUCTION, LLC, AUTHORIZED THEREBY

WHEREAS, by Ordinance No. 5-26, the City, by and through its Board of Directors, authorized a contract with Royal Ridge Construction, LLC for the Parrot Island Water Park Slides Installation and a contract with Royal Ridge Construction, LLC for the Parrot Island Pump House Construction Project (said contracts may be collectively referred to as the “Contracts”);

WHEREAS, the City and Royal Ridge Construction, LLC desire to terminate the Contracts authorized by Ordinance No. 5-26.

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

SECTION 1: Ordinance No. 5-26 is hereby repealed and the contracts authorized thereby with Royal Ridge Construction, LLC for the Parrot Island Water Park Slides Installation and the Parrot Island Pump House Construction Project are hereby terminated.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is authorized to execute the attached Memorandum of Termination of Contracts with Royal Ridge Construction, LLC.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF MARCH, 2026.

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:



## MEMORANDUM TERMINATING CONTRACTS

This Memorandum Terminating Contracts (“Memorandum”) is entered into by and between the City of Fort Smith, Arkansas (the “City”) and Royal Ridge Construction, LLC (“Royal Ridge”) (the City and Royal Ridge may be referred to collectively as the “Parties”). This Memorandum is made effective on the date it is signed by the last of the Parties to sign such Memorandum, as indicated below.

WHEREAS, Royal Ridge submitted a proposal dated January 9, 2026, to the City for the Parrot Island Water Park Slides Installation and Pump House Construction Project (“Proposal”);

WHEREAS, on January 20, 2026, the City enacted Ordinance No. 5-26 accepting the Proposal of Royal Ridge, authorizing a contract with Royal Ridge for an amount not to exceed \$1,059,934.12 for performing the Waterslides Installation at Parrot Island Water Park and authorizing a contract with Royal Ridge for an amount not to exceed \$680,000.00 for construction of the Pump House components at Parrot Island Water Park (the contract for said waterslides installation and the contract for said pump house construction may be collectively referred to as the “Contracts”);

WHEREAS, the Parties desire to terminate the Contracts authorized by Ordinance No. 5-26 and release each other from any obligations under the Contracts.

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein and the recitals set forth above, and for other good and valuable consideration to the City and Royal Ridge, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. The Contracts between the City and Royal Ridge, authorized by Ordinance No. 5-26, are hereby terminated.
2. The Parties shall have no further rights or obligations under the Contracts. The City hereby releases Royal Ridge from any obligations under the Contracts and Royal Ridge hereby releases the City from any obligations under the Contracts.

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

EXECUTED this \_\_\_\_\_ day of March, 2026.

**CITY OF FORTH SMITH,  
ARKANSAS**

**ROYAL RIDGE CONSTRUCTION  
LLC**

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Andrew Richards, Chief Financial Officer  
**DATE:** February 25, 2026  
**SUBJECT:** Request for Appropriation of Insurance Proceeds

### **SUMMARY**

The enclosed ordinance requests an amendment to the 2026 Budget to appropriate insurance proceeds totaling \$85,961 for vehicle and property damage repairs, as well as to appropriate fund balance for insurance proceeds received in 2025 totaling \$199,135.

The attached table provides a detailed list of reimbursements received from various insurance carriers for fleet vehicles and property damaged in accidents or weather-related incidents. These funds will be used to complete the necessary repairs to the affected vehicles and properties.

Please let me know if you have any questions.

### **ATTACHMENTS**

1. [03.03.26 Insurance Proceeds Support.pdf](#)
2. [03-03-26\\_Item\\_ID\\_2593\\_Finance.pdf](#)

ORDINANCE AUTHORIZING THE APPROPRIATION OF INSURANCE PROCEEDS FOR VARIOUS CITY DEPARTMENTS AND AMENDING THE 2026 OPERATING BUDGET

**WHEREAS**, the Board of Directors approved the 2026 operating budget on December 16, 2025, by Ordinance No. 92-25; and

**WHEREAS**, the Transit, Human Resources, Police, Parks, Public Works, Utility, and Solid Waste Departments have incurred damage to buildings and equipment as a result of various accidents and weather-related incidents, totaling \$285,096.

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

The 2026 Operating Budget is hereby amended to appropriate insurance proceeds totaling \$85,961 and to appropriate \$199,135 from fund balance for insurance proceeds received in 2025, for a total appropriation of \$285,096, to be used for the repair of damaged buildings and equipment across the affected City departments, as follows:

| Account             | Description   | Current Budget | Adjustment        | Revised Budget |
|---------------------|---|----------------|-------------------|----------------|
| <b>Revenue</b>      |   |                |                   |                |
| 0101-464000         | Insurance Proceeds                                    | \$ -           | \$ 28,432         | \$ 28,432      |
| <b>Expenditures</b> |   |                |                   |                |
| 01016550-527200     | Maintenance-Equipment                                 | 129,000        | 11,708            | 140,708        |
| 41040101-527200     | Maintenance-Equipment                                 | 9,500          | 8,244             | 17,744         |
| 47030101-527200     | Maintenance-Equipment                                 | 33,840         | 1,818             | 35,658         |
| 47040101-527200     | Maintenance-Equipment                                 | 230,000        | 33,304            | 263,304        |
| 62010101-527100     | Maintenance-Buildings                                 | 48,500         | 2,012             | 50,512         |
| 62010101-527500     | Small Equipment                                       | 48,000         | 4,225             | 52,225         |
|                     |   |                | <u>61,311</u>     |                |
|                     | Appropriation of General Fund Balance                 |                | <u>\$ 32,879</u>  |                |
| <b>Revenue</b>      |   |                |                   |                |
| 1101-464000         | Insurance Proceeds                                    | \$ -           | \$ 51,734         | \$ 51,734      |
| <b>Expenditures</b> |   |                |                   |                |
| 53031101-527200     | Maintenance-Equipment                                 | 200,000        | 6,096             | 206,096        |
| 53051101-527200     | Maintenance-Equipment                                 | 65,000         | 45,637            | 110,637        |
| 54031101-527200     | Maintenance-Equipment                                 | -              | 20,882            | 20,882         |
|                     |   |                | <u>72,616</u>     |                |
|                     | Appropriation of Street Maintenance Fund Balance      |                | <u>\$ 20,882</u>  |                |
| <b>Revenue</b>      |   |                |                   |                |
| 2101-464000         | Insurance Proceeds                                    | \$ -           | \$ 2,087          | \$ 2,087       |
| <b>Expenditures</b> |   |                |                   |                |
| 55232101-527200     | Maintenance-Equipment                                 | 10,000         | 190               | 10,190         |
| 56100000-527200     | Maintenance-Equipment                                 | 500,000        | 1,897             | 501,897        |
| 56560300-527100     | Maintenance-Building                                  | 339,890        | 145,373           | 485,263        |
|                     |   |                | <u>147,461</u>    |                |
|                     | Appropriation of Water & Sewer Operating Fund Balance |                | <u>\$ 145,373</u> |                |
| <b>Revenue</b>      |   |                |                   |                |
| 2104-464000         | Insurance Proceeds                                    | \$ -           | \$ 3,709          | \$ 3,709       |
| <b>Expenditures</b> |   |                |                   |                |
| 63032104-527200     | Maintenance-Equipment                                 | 250,000        | 3,709             | 253,709        |
|                     |   |                | <u>3,709</u>      |                |
|                     | Appropriation of Solid Waste Operating Fund Balance   |                | <u>\$ -</u>       |                |

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

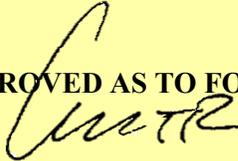
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

| \$ Received                    | Carrier          | Date of Loss | Check No. | Revenue     | Expense         | Amount               | Asset/Unit            | Purpose  | Department        |
|--------------------------------|------------------|--------------|-----------|-------------|-----------------|----------------------|-----------------------|--|-------------------|
| <b>2026 INSURANCE PROCEEDS</b> |                  |              |           |             |                 |                      |                       |  |                   |
| 12/15/2025                     | AML              | 9/29/2025    | 74734     | 0101-464000 | 01016550-527200 | \$ 2,854.15          | 113                   | Insurance Claim No. 2501322-1                  | Transit 6550      |
| 1/16/2026                      | AML              | 12/4/2025    | 75055     | 0101-464000 | 01016550-527200 | \$ 368.75            | 112                   | Insurance Claim No. 2501606-1                  | Transit 6550      |
| 1/16/2026                      | AML              | 12/18/2025   | 75050     | 0101-464000 | 01016550-527200 | \$ 8,485.44          | 112                   | Insurance Claim No. 2501653-1                  | Transit 6550      |
| 1/6/2026                       | Hug Chevrolet    | 11/7/2025    | 111510    | 0101-464000 | 41040101-527200 | \$ 500.00            | 667                   | Insurance Claim No. 300-0687-907-2025          | HR 4104           |
| 1/9/2026                       | Auto-Owners Ins. | 11/7/2025    | 367714553 | 0101-464000 | 41040101-527200 | \$ 7,743.86          | 667                   | Insurance Claim No. 300-0687907-2025           | HR 4104           |
| 11/25/2025                     | AML              | 10/8/2025    | 74585     | 0101-464000 | 47030101-527200 | \$ 1,817.72          | 359                   | Insurance Claim No. 2501360-1                  | Police 4703       |
| 11/25/2025                     | AML              | 10/3/2025    | 74548     | 0101-464000 | 47040101-527200 | \$ 8,832.37          | 176                   | Insurance Claim No. 2501337-1                  | Police 4704       |
| 12/23/2025                     | AML              | 8/17/2025    | 74756     | 0101-464000 | 47040101-527200 | \$ 19,375.00         | 510                   | Insurance Claim No. 25001153                   | Police            |
| 2/6/2026                       | AML              | 1/13/2026    | 75121     | 0101-464000 | 47040101-527200 | \$ 5,096.40          | 552                   | Insurance Claim No. 2600068-1                  | PD 4704           |
| 1/5/2026                       | AML              | 12/16/2025   | 74856     | 1101-464000 | 53031101-527200 | \$ 6,096.49          | 826                   | Insurance Claim No. 2501624-1                  | Public Works 5303 |
| 1/5/2026                       | AML              | 11/24/2025   | 74862     | 1101-464000 | 53051101-527200 | \$ 45,637.22         | 3095                  | Insurance Claim No. 2501544-1                  | Street 5305       |
| 11/13/2025                     | The General      | 4/3/2025     | 11780267  | 1101-464000 | 54031101-527200 | \$ 20,882.05         | Traffic Control Box   | Insurance Claim No. 01-009-009968              | Public Works 5401 |
| 1/9/2026                       | AML              | 10/10/2025   | 74975     | 2101-464000 | 55232101-527200 | \$ 190.40            | 193                   | Insurance Claim No. 2501568-1                  | Water Sewer 5523  |
| 1/5/2026                       | AML              | 12/16/2025   | 74852     | 2101-464000 | 56100000-527200 | \$ 1,896.97          | 894                   | Insurance Claim No. 2501626-1                  | Utility 5610      |
| 9/3/2025                       | AML              | 8/16/2024    | 11162     | 2101-464000 | 56560300-527100 | \$ 56,964.97         | 235                   | Insurance Claim No. 2400972                    | Utilities 5656    |
| 9/15/2025                      | AML              | 8/16/2024    | 11300     | 2101-464000 | 56560300-527100 | \$ 4,448.01          | 240                   | Insurance Claim No. 2400972-12                 | Utilities 5656    |
| 9/15/2025                      | AML              | 8/16/2024    | 11296     | 2101-464000 | 56560300-527100 | \$ 14,794.86         | 244                   | Insurance Claim No. 2400972-14                 | Utilities 5656    |
| 9/24/2025                      | AML              | 8/16/2024    | 11292     | 2101-464000 | 56560300-527100 | \$ 42,559.88         | 234                   | Insurance Claim No. 2400972-11                 | Utilities 5656    |
| 9/24/2025                      | AML              | 8/16/2024    | 11298     | 2101-464000 | 56560300-527100 | \$ 26,605.72         | 242                   | Insurance Claim No. 2400972-13                 | Utilities 5656    |
| 1/22/2026                      | Restitution      | 3/11/2025    | 209085    | 0101-465000 | 62010101-527100 | \$ 2,012.08          | Chaffee Dog Park      | Sebastian County Criminal Case No. 25-50000366 | Parks 6201        |
| 12/4/2025                      | National General | 8/29/2025    | ACH       | 0101-465000 | 62010101-527500 | \$ 4,225.00          | Decorative Light Pole | Insurance Claim No. 250830470                  | Parks 6201        |
| 1/5/2026                       | AML              | 12/15/2025   | 74839     | 2104-464000 | 63032104-527200 | \$ 3,708.50          | 857                   | Insurance Claim No. 2501613-1                  | Solid Waste 6303  |
|                                |                  |              |           |             |                 | <u>\$ 285,095.84</u> |                       |  |                   |

|                         |                      |
|-------------------------|----------------------|
| General Fund            | \$ 61,310.77         |
| Water Sewer Fund        | \$ 147,460.81        |
| Street Maintenance Fund | \$ 72,615.76         |
| Solid Waste Fund        | \$ 3,708.50          |
| <b>Total</b>            | <u>\$ 285,095.84</u> |



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator

**CC:** Maggie Rice, Deputy City Administrator; Matt Meeker, Director of Public Works

**FROM:** Chris Hoover, Grants & Government Relations Manager

**DATE:** February 25, 2026

**SUBJECT:** Resolution authorizing application of Community Project Funding funds for the replacement of water meters

### SUMMARY

The Office of United States Congressman Steve Womack has recently announced that the Congressman is accepting Community Project Funding requests to be included in the FY2027 federal budget. After evaluating the feasibility of several projects, it has been determined that the replacement of water meters within the City of Fort Smith would be of great benefit to the city's water utility, would constitute a compelling funding need, and is eligible for funding through guidelines promulgated by the US Department of Interior.

Director of Public Works Matt Meeker, based on consultation with Administration and feedback from the Board of Directors, contends that the replacement of both aged and deficient water meters is a priority for his department. Implementing a comprehensive, modern water meter replacement program using meters from a proven meter manufacturer is a vital investment for the long term viability of the city's water system, directly advancing revenue recovery by addressing aging and failing infrastructure.

Included on the agenda for the March 3, 2026 regular meeting is a resolution authorizing the City Administrator to submit an FY2027 Community Project Funding request for up to \$10,000,000 from the Office of United States Congressman Steve Womack for the replacement of water meters. The resolution also acknowledges that such program may require up to 25% local matching funds if awarded. As the Department of Public Works already plans to include incremental funding in its next few years' budget proposals to incrementally replace the nearly 40,000 water meters with in-house staff, these operating funds could be redirected to match the CPF funds if awarded and would be supplemented by utility reserve funds if needed.

Congressman Womack's office only recently published the notice that it is accepting Community Project Funding requests for FY2027. Requests for funding must be submitted to the Congressman's office by Friday, March 6, 2026.

Please contact Matt Meeker if you have questions about water meter replacement, or me if you have questions about the Community Project Funding program.

**ATTACHMENTS**

1. [20260303\\_Resolution\\_-\\_Womack\\_CPF\\_FY2027\\_v2.pdf](#)

*GRANT AMOUNT: \$10,000,000/potential for up to 25% local match*  
*GRANT NAME: Community Project Funding*  
*GRANT AGENCY: The Office of United States Congressman Steve Womack-  
Agency TBD*

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN FY2027 COMMUNITY PROJECT FUNDING REQUEST TO THE OFFICE OF UNITED STATES CONGRESSMAN STEVE WOMACK FOR THE REPLACEMENT OF WATER METERS

WHEREAS, The Fort Smith Board of Directors recognizes that the Office of United States Congressman Steve Womack is accepting requests for Community Project Funds for FY2027; and

WHEREAS, The Fort Smith Board of Directors recognizes that the city’s nearly 40,000 aging or deficient mechanical water meters represent a significant contributor to unaccounted water and lost revenue for the City of Fort Smith; and

WHEREAS, The Fort Smith Board of Directors understands that replacing aging mechanical water meters with ultrasonic AMR (Automated Meter Reading) meters will help recover lost revenue and reduce the overall volume of water lost in the system and, in turn, leading to lower maintenance costs; and

WHEREAS, Fort Smith Public Works staff estimates that \$10 million is needed to purchase replacements for all water meters in the city, which would be installed by city staff; and

WHEREAS, The Fort Smith Board of Directors understands that a match in the amount of up to 25% may be required with respect to the FY2027 Community Project Funding request; and

WHEREAS, The Fort Smith Board of Directors understands that a submittal does not guarantee that such request will be selected or make it through the federal appropriations process.

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

Section 1: The City Administrator is hereby authorized and directed to submit a FY2027 Community Project Funding request for up to \$10 million to the Office of United States Congressman Steve Womack for the replacement of water meters.

Section 2: While there is no guarantee that the request authorized by Section 1 will be funded, the Board of Directors recognizes that if selected for funding, a local match of as much as 25% may be required.

This Resolution adopted this \_\_\_\_ day of March, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



## MEMORANDUM

**TO:** Honorable Mayor & Members of the Board of Directors  
**FROM:** Eric Garvin, Director, Human Resources  
**DATE:** February 28, 2026  
**SUBJECT:** Resolution Authorizing and Approving Execution of Services Contract

### **SUMMARY**

As directed by the Board of Directors (via Board Liaison Director Lee Kemp), several executive search consultants were asked to provide a statement of qualifications (SOQ) and proposals to conduct the search for the next City Administrator.

Based on the feedback received, Colin Baenziger & Associates is the firm recommended to conduct the City Administrator search. A resolution authorizing an agreement for services with Colin Baenziger & Associates for this search at a cost not to exceed \$33,500 is attached and included on the March 3 regular meeting agenda for the Board's consideration. Attachment A to the agreement is the proposal, which includes a representative schedule that will need to be updated after the agreement is approved.

Please contact me with questions regarding this agenda item.

### **ATTACHMENTS**

1. [City\\_Administrator\\_Search\\_Resolution.pdf](#)
2. [Contract - Executive Search with CBA and Fort Smith - 2026.02.26.pdf](#)

**FISCAL IMPACT:** *Not to exceed \$33,500.00*  
**BUDGET INFORMATION:** *Not Budgeted / City Administrator - Operating Budget*

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION  
OF SERVICES CONTRACT WITH COLIN BAENZIGER & ASSOCIATES**

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

**SECTION 1:** The attached Services Contract with Colin Baenziger & Associates for the providing of executive search services for the position of city administrator is hereby approved.

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

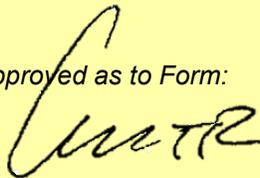
This Resolution adopted this \_\_\_\_ day of March, 2026.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

*Approved as to Form:*  
  
\_\_\_\_\_  
*No Publication Required*

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on \_\_\_\_\_, by and between COLIN BAENZIGER & ASSOCIATES (“Contractor”), and the CITY OF FORT SMITH, AR (hereinafter called “City” or “Owner”).

WHEREAS, Contractor was selected to provide the services described in the Proposal; Exhibit A.

NOW THEREFORE the parties hereto do mutually agree as follows:

1.     Engagement of Contractor

Contractor agrees to perform the scope of services and shall complete the work as set forth in the Proposal and in accordance with the provisions of this Agreement.

2.     Contractor’s Fee and Payments

The City agrees to pay Contractor as compensation for the services as set forth in the Proposal, an amount not-to-exceed \$33,500 (“Contract Sum”).

Contractor shall submit periodic invoices as services are performed. Provided Contractor submits a proper invoice, in such form accompanied by such evidence in support thereof as may be reasonably required by the City, the City shall make payment within thirty (30) days.

3.     Term

The term of this Agreement shall be effective when signed on behalf of the City, unless terminated sooner pursuant to the provisions in Section 10, Termination.

4.     Personnel

Contractor agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced, and well qualified for the work assigned. No person objected to by the City shall be employed by Contractor for work hereunder.

5.     Independent Contractor Status

In performing under this Agreement, Contractor acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.

6.     Indemnification

Contractor shall defend and save harmless City or any employee, officer, insurer, or elected official thereof from and against losses, damages, liabilities, expenses, claims, and demands but only to the extent arising out of any negligent act or negligent omission of Contractor while performing under the terms of this Agreement.

City shall defend and save harmless Contractor, its employees and officers from and against losses, damages, liabilities, expenses, claims and demands but only to the extent caused by the negligent acts or omissions of the City while performing under the terms of this Agreement.

7. Assignment

Contractor shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

8. Subcontracting

Contractor may not subcontract its performance under this Agreement without prior written consent of City.

9. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the City Administrator or such other person as may be designated in writing. Contractor shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind Contractor in connection with this Agreement.

10. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of ten (10) days' written notice, specifying the extent and effective date thereof. After receipt of such notice, Contractor shall stop work hereunder to the extent and on the date specified in such notice, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder.

In the event of any termination pursuant to this clause, Contractor shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Contractor shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

11. Ownership and Use of Documents

The City shall own all designs, computations, drawings, specifications and other material and information prepared or developed hereunder.

12. Insurance

Contractor, at its expense shall provide the following insurance coverages for its performance under this Agreement and shall provide to the City certificates of insurance and/or policies acceptable to the City at the time this Agreement is executed.

- a. Commercial general liability insurance, with a minimum of \$2,000,000 per occurrence and \$2,000,000 in aggregate for personal injury, bodily injury, and property damage.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of the others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Workers' compensation insurance shall be provided and maintained for all employees of Contractor engaged in work under this Agreement as required by applicable statutes or regulations.
- d. Professional liability insurance covering claims for errors and omissions or malpractice by Contractor with a minimum of \$1,000,000 per claim and \$1,000,000 in aggregate. If written on a "Claims Made" basis, Contractor shall keep policy in force for three years after the completion of work.
- e. Additional Insurance Requirements are as follows for the Commercial General Liability and Automobile Liability policies: (1) list the City as an additional insured, including all elected and appointed City officials, all City employees and volunteers, all City boards, commissions, and/or authorities and their board members, employees, and volunteers, and waive subrogation; (2) provide coverage that is primary to the City and not contributing with any other insurance or similar protection available to the City, whether other available coverage be primary, contributing, or excess; and, (3) Require 60 (sixty) days' written notice of cancellation, non-renewal, reduction, and/or material change addressed to: City Clerk.
- f. If the above coverage expires during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.
- g. Services performed under this Agreement will be performed with reasonable care or the ordinary skill of the profession practicing in the same or similar location

and under similar circumstances and shall comply with all applicable codes and industry standards in the State of South Carolina.

13. Compliance with Applicable Laws

Contractor shall in the performance of this Agreement comply with all applicable federal, state, and local laws, ordinances, orders, rules, and regulations applicable to its performance hereunder, including without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, workers' compensation, and other employee benefit laws. Contractor also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. The Contractor and all subcontractors must comply with state laws related to local hire and prevailing wages.

14. Records and Audit

Contractor agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six years from the date of completion of services hereunder.

15. Reporting of Progress and Inspection

Contractor agrees to keep City informed as to progress of the work under this Agreement by providing regular written progress reports and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

16. Nondiscrimination

Contractor will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor shall state, in all solicitations for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without unlawful discrimination based upon race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap.

17. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and Contractor's cost estimates and descriptions of work to be performed, may be made orally where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

18. Duration of Agreement

This agreement is effective until completion of the services unless earlier terminated.

19. Inspections by City

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Contractor as may be engaged in the performance of this Agreement.

20. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Contractor:

G. Scott Krim  
Colin Baenziger & Associates  
5251 South 575 West STE 1  
Riverdale, UT 84405

The addresses specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

21. Venue/Applicable Law

The venue of any legal action between the parties arising as a result of this Agreement shall be \_\_\_\_\_.[County and State]

22. Attorney's Fees

In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

23. Waiver

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.

24. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

25. Entire Agreement/Modification

This agreement, including the RFP, Proposal, Fee Schedule, and Project Schedule, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

CITY OF FORT SMITH, AR

COLIN BAENZIGER & ASSOCIATES

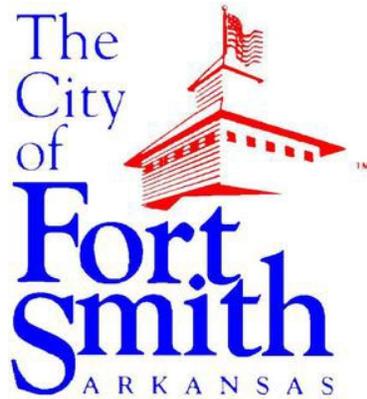
\_\_\_\_\_  
George McGill                      Date  
Mayor

*G. Scott Krim*                      2/26/2026  
\_\_\_\_\_  
G. Scott Krim                      Date  
Managing Partner

ATTEST:

\_\_\_\_\_

**Exhibit A – Proposal by Colin Baenziger & Associates to Provide Executive Recruitment Services**



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR  
THE CITY OF FORT SMITH, AR**

**Volume I: Proposal**

**Submitted on: January 15, 2026**

***Colin Baenziger & Associates***

**Contact Person:**

G. Scott Krim, Managing Partner  
**Colin Baenziger & Associates**  
Phone: (801) 628-8364  
e-mail: ***Scott@cb-asso.com***  
Fax: (561) 621-5965

***...Serving Our Clients with a Personal Touch...***

# PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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January 15, 2026

The Honorable Mayor George McGill, Vice Mayor Jarred Rego, and Board Members Christina Catsavis, George Catsavis, André Good, Lee Kemp, Neal Martin, and Kevin Settle  
c/o Director Lee Kemp  
City of Fort Smith  
623 Garrison Avenue  
Fort Smith, AR 72901

The Honorable Mayor McGill, Vice Mayor Rego, and Board Members Catsavis, Catsavis, Good, Kemp, Martin, and Settle:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next City Administrator. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

CB&A is a municipal recruiting firm with a national reach. We have conducted assignments from Florida to Alaska and Maine to California. We pride ourselves on providing not just high-quality results, but, equally importantly, providing a great deal of personal attention to each of our local government clients. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and a good fit for your community. As a result, we only take a few clients at a time and focus on getting the job done properly. Further, we routinely complete our work in sixty to ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. We also offer one of the better warranties in the industry.

Nationally we have found City Managers/Administrators for Ankeny, IA; Bellevue, WA; Davenport, IA; Doraville, GA; Fairborn, OH; Fayetteville, NC; Indianola, IA; Portland, ME; Roanoke, VA;

Scottsdale, AZ; Tacoma, WA; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City Managers/Administrators for Cedar Falls, IA; Davenport, IA; Jupiter Island, FL, and Hopewell, VA.

Those authorized to bind the company are partners Colin Baenziger and Scott Krim, as well as Lynelle Klein, Senior Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact us at (801) 628-8364.

Sincerely,



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Colin Baenziger  
Senior Partner



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G. Scott Krim  
Managing Partner

*...Serving Our Clients with a Personal Touch...*

## ***I. Qualifications and Experience of the Firm***

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### ***The Firm, Its Philosophy, & Its Experience***

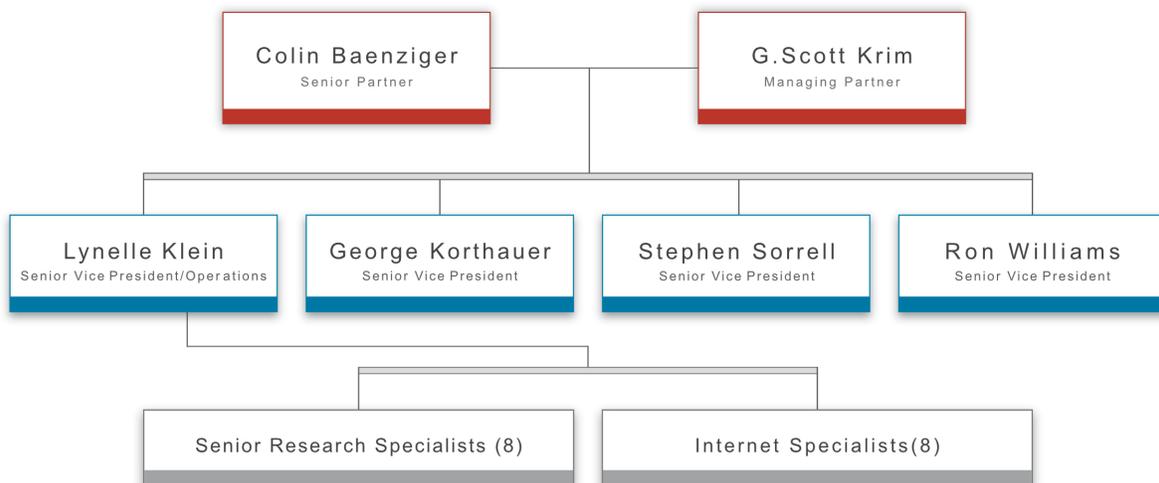
Colin Baenziger & Associates (CB&A) is a nationally recognized firm which began executive recruiting in 1998. The firm has offices in Daytona Beach Shores, FL, Grand Junction, CO, Pensacola, FL, and Weber County, UT.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts, and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We operate on the principle that all contingencies can and should be anticipated.

Since beginning our executive search practice, we have worked for clients in thirty-five states. Overall, we have conducted more than 420 searches overall, with over 230 of them being for CEOs for cities, counties, and special districts. More importantly, the basic approach outlined herein has been refined to the point where it is problem-free.

### ***Technical Capabilities and Organizational Structure***

Colin Baenziger & Associates has developed its business model over the past 28 years, and its effectiveness has led to our success and national reputation. Our work has focused on Executive Search, and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



## ***I. Qualifications and Experience of the Firm (continued)***

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### ***What Makes us Unique***

What sets us apart is more than just experience, it's our unwavering commitment to prioritize clear communication and mutual trust, while tailoring our approach to meet your specific needs. Our work focuses on recruiting top-level roles in local government, and we do not implement a one-size-fits-all process.

A cornerstone of our process is the rigor we apply to candidate screening. We dedicate the necessary time and resources to conduct comprehensive background checks and produce **detailed candidate reports before you select your finalists**. This ensures that when the elected body moves forward with interviews, they do so with full confidence—knowing each recommended candidate has already been thoroughly and professionally vetted.

### ***Completion of Projects within Budget***

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even in cases where we were probably entitled to do so.*** That guarantee remains in place today.

### ***Completion of Projects on Schedule***

Colin Baenziger & Associates delivers results—fast. Most assignments are completed within 90 days, and since launching its recruitment services, **the firm has never missed a major milestone**. That kind of reliability means you can count on CB&A to keep your project on track and on time.

### ***Women and Minorities***

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that since 2012, 40% of the candidates hired in our recruitments have been females and/or minorities. Some years that number has been as high as 65%.

### ***Prior Names and Litigation***

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

## ***I. Qualifications and Experience of the Firm*** (continued)

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### ***Insurance***

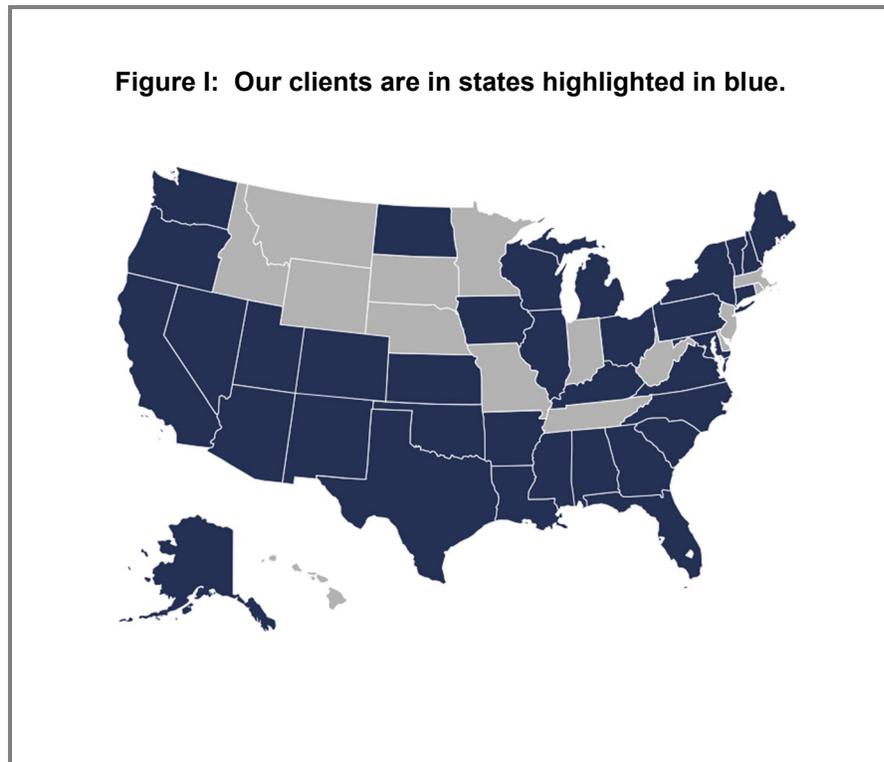
To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$2 million per occurrence, (2) automobile liability insurance of \$1 million per occurrence, (3) professional liability insurance of \$1 million per occurrence and (4) Cyber and Data Risk insurance of \$250,000 per claim. Further, we carry the required workers compensation insurance for our employees.

### ***Clientele***

Our clients are almost exclusively local governments, and they make the hiring decision. We do not accept payment for any services from candidates; we feel that would be a conflict of interest.

### ***Geographic Reach***

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. We have conducted assignments in 35 states, see Figure I below. A complete list of our searches can be found in Appendix A.



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## ***II. Proposed Work Plan***

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The following search methodology has been refined over the past twenty-eight years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

### ***Phase I: Information Gathering / Needs Assessment / Brochure Preparation***

#### ***Task One: Needs Assessment***

An important part of the recruiter's work is promoting the community to the very best candidates (including those who are not actively looking for their next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as City staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the City so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the City wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

#### ***Task Two: Develop Position Description and Recruitment Materials***

Based on the information we gather, CB&A will develop a comprehensive recruitment profile for your review. We will incorporate any suggestions you have before we finalize the document. As part of this effort, we will conduct a salary study, comparing similar municipalities, and recommend a market-based range for use in recruiting candidates. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

### ***Phase II: Recruitment***

#### ***Task Three: Recruit Candidates***

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to twelve outstanding semi-finalists. You then select the top five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

## **II. Proposed Work Plan** *(continued)*

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- **Networking:** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- **Advertising:** In addition to networking, we incorporate professional associations and the trade press into our sourcing strategy to ensure no strong candidate is missed. These might include the International City/County Management Association, Arkansas City Management Association, LinkedIn, the National Association of Cities, and sites aimed at female and minority candidates.
- **CB&A Website:** We will also post the recruitment on our website, [www.cb-asso.com](http://www.cb-asso.com), which many candidates consult regularly.
- **Email:** We will e-mail the recruitment profile to our database of approximately fourteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward our information to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic employment websites because, while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. Consequently, if the City would like to place ads in these venues, the City will facilitate the job placement, and bear the cost.

### **Phase III: Screening and Finalist Selection**

#### **Task Four: Evaluate the Candidates**

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors, our recommendations to you will be those candidates whom we feel will be an outstanding City Administrator and a great fit with your community.

Specifically, our efforts will involve:

**Step One. Resume Review.** CB&A will conduct a detailed screening of each resume to determine the six to twelve highest-quality candidates.

**Step Two. Screening Interview.** Our lead recruiters will interview each of the top candidates. Using what we learned in Phase I, and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whom to consider further.

**Step Three. Evaluate the Best Candidates.** We will conduct thorough research into the backgrounds of the best candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own*

## ***II. Proposed Work Plan*** *(continued)*

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words, and balance the negativity that is so often characteristic of the press, and (2) the City can evaluate the candidates' written communication skills.

- **Interviews of References:** We provide the candidate with a list of references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people per candidate and prepare a written summary of each conversation that is approximately one page long.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the NCIC database (the gold standard for criminal records), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every community has some form of print and/or electronic media with an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all stated educational credentials, as well as the candidate's work history for the past 15 years to ensure the candidate has been completely forthright.
- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may remove the candidate from consideration, or present them with an explanation.

*Note: We firmly believe that all background work and checks should be completed prior to recommending any candidates to you. That way you know the individuals you select to interview are all top performers and do not have anything embarrassing in their work history and / or backgrounds that might come to light later. It also means that once you have made a selection, you can move promptly, negotiate a contract and announce your selection.*

## ***II. Proposed Work Plan*** *(continued)*

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### ***Task Five: Preparation and Presentation of Candidate Materials***

CB&A will select six to twelve candidates and present them for your consideration as finalists. We will provide you with a complete electronic report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining questions that are not appropriate to ask), and some logistical information.

### ***Task Six: Finalist Selection***

Approximately a week after the City has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

### ***Task Seven: Notify All Candidates of Their Status***

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel arrangements.

Further, we will contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials. Thus, even though they were not advanced, they will have gained something valuable for their next employment search.

## ***Phase IV: Coordinate the Interview Process and City Administrator Selection***

### ***Task Eight: Coordinate the Candidate Assessment Process***

Prior to the interviews, we will recommend an evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the governing body observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the City at community functions), one-on-one interviews with the elected officials, and a formal interview with the governing body as a whole. Our process is outlined below.

**Day #1:** The finalists are given a tour of the community by a knowledgeable staff member or resident. Municipalities often also include a reception with the City's senior staff at this point.

Later that day, the City can host a reception for the candidates. Its purpose is to allow the elected officials to observe how the finalists respond to a social situation. As noted, your next City Administrator will represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the elected officials and the candidates get to know one another informally.

## ***II. Proposed Work Plan*** *(continued)*

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**Day #2:** The next morning, the finalists will interview individually with each Board Member for approximately 40 minutes. These meetings will provide you with an opportunity to assess how the candidates are likely to interact with you on an individual basis. Ultimately, Administrators succeed or fail based on their interaction with the Board and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Board, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Board can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the City can use to provide additional input. They are generally not costly and are not included in our fee.

### ***Task Nine: Debriefing and Selection***

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to the selection of your next Administrator.

## ***Phase V: Negotiation and Continuing Assistance***

### ***Task Ten: Notification, Contract Negotiations and Warranty***

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body or staff and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates, and the candidates have been thoroughly vetted, we expect prompt agreement.

### ***Task Eleven: Continuing Assistance***

Our work is not done when the contract is executed. We will stay in touch with you and your new City Administrator. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

**Communication:** Once the process begins, we will provide weekly emails reporting on the status of the search. At significant milestones we will discuss the process and results with each of you personally. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers, and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often offer insights as well as names of parties who are familiar with a wide variety of issues, often with innovative solutions. We strive to be responsive and to assist in any way we can.

## ***II. Proposed Work Plan*** *(continued)*

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### ***The City's Obligations***

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

## ***II. Proposed Work Plan*** *(continued)*

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### ***Proposed Project Schedule***

The following is the schedule we would suggest and assumes CB&A is selected to complete the search by January 21<sup>st</sup>. It can be adjusted based on the availability of the Board of Directors.

#### ***Phase I: Needs Assessment / Information Gathering***

- January 28<sup>th</sup>: CB&A begins meeting with the Board Members and other stakeholders to understand the job and its challenges.
- February 10<sup>th</sup>: CB&A submits the draft of the full recruitment profile to the City for its review.
- February 17<sup>th</sup>: The City provides comments on the recruitment profile.

#### ***Phase II: Recruiting***

- February 20<sup>th</sup>: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to approximately 14,000 local government professionals.
- March 13<sup>th</sup>: Closing date for submission of applications.
- March 18<sup>th</sup>: CB&A reports on the results of the recruitment.

#### ***Phase III: Screening, Reference Checks and Credential Verification***

- April 21<sup>st</sup>: CB&A forwards its reports and materials to the City for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks.
- April 28<sup>th</sup>: The City selects approximately five finalists and an alternate to interview.

#### ***Phase IV: Interview Process Coordination and City Administrator Selection***

- May 7<sup>th</sup>: The City holds reception for the finalists.
- May 8<sup>th</sup>: One-on-one and full Board interviews and selection of City Administrator.

#### ***Phase V: Negotiation, Warranty & Continuing Assistance***

- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

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### ***III. Proposed Project Team***

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#### ***Project Team and Involvement***

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

**Colin Baenziger**, our Senior Partner, has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 28 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He has also been active in the International City Management Association and the Florida City and County Management Association.



**G. Scott Krim**, Managing Partner, has 20 years' experience in the public and private sectors and offers an abundance of managerial and analytical experience. He is a versatile leader with proven expertise in executive search, operations optimization, personnel retention, and internal / external stakeholder relationships. Prior to joining our firm, Scott worked for five years in Utah's District Courts. He is a member of the International City / County Management Association, the Association for Public Policy Analysis & Management, the Society of Human Resource Management, and the American Communication Association. Scott has a Master of Public Administration (emphasis in state and local government) from Southern Utah University, and a Bachelor of Science in Organizational Communication from Weber State University in Ogden, Utah. Scott is a certified Professional and Technical Writer.



**Lynelle Klein**, Senior Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number three person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



### **III. Proposed Project Team** *(continued)*

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**Stephen Sorrell**, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is or has been a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



**Ron Williams**, Senior Vice President. While Mr. Williams has had a long relationship with CB&A. In fact, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



**Jeff Durbin**, Senior Vice President. With over 30 years of leadership experience in local government and recruiting, he has seen it all and done most of it. He brings notable expertise in organizational change, fiscal challenges, and disaster management. Prior to joining CB&A, he served as an Interim Town Manager, and previously held the position of Town Manager for 16 years in Fraser, CO. He has a Master's Degree in Urban and Regional Planning from Michigan State University, and a Bachelor's Degree in Environmental Design from the University of Colorado. Mr. Durbin is proud to have achieved Credentialed Manager Status and is an active member of the International City/County Management Association, the Colorado City and County Management Association, and the Florida City and County Management Association.



## IV. References

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### **City Administrator and Corporation Counsel, Davenport, IA (population 100,491)**

**Contact:** Mayor Mike Matson at 563-505-6976 or  
[mike.matson@davenportiowa.com](mailto:mike.matson@davenportiowa.com)

CB&A was hired in April 2024 to conduct searches for the **City Administrator** and **Corporation Counsel**. We started with the Corporation Counsel search as it was the priority, but ran the searches congruently. We met with City Officials to learn about the community and the position. We conducted a salary survey to determine the market rate for the region. We began advertising and marketing the position in July 2024. We completed in-depth background checks on the top candidates and recommended ten individuals to the City for their consideration. The process was slightly elongated as we worked with a search committee formed by the City. Samuel Huff, *former Litigation & eDiscovery Attorney for Deere & Co.*, was selected to be the Corporation Counsel on August 1, 2024. *Doug Maxeiner, former City Administrator for East Moline, IL*, was selected to be the City Administrator on September 11, 2024. Mr. Huff remains with the City. Mr. Maxeiner resigned in 2025 due to significant health concerns. We are currently leading the search for his replacement.



### **City Manager, Deltona, FL (Estimated Population: 97,267)**

**Contact:** Commissioner Troy Shimkus at (407) 443-6844 or  
[troy.shimkus@gmail.com](mailto:troy.shimkus@gmail.com)

CB&A was hired in November 2023 to find Deltona's next **City Manager**, but we did not begin the recruitment until just before Christmas. The process was extended to include a citizen's committee. We interviewed the elected officials, the senior staff, and selected community members to create the recruitment profile. We conducted a nationwide search and recommended ten candidates to the City. Finalists were selected by the Citizen's Committee, and then confirmed by the Commission. However, three withdrew prior to the interviews. The City interviewed the two remaining candidates on April 13, 2024. *Dale "Doc" Dougherty then City Manager of Garden City, MI*, was selected on April 15, 2024. We also conducted a search for their **City Attorney** in 2024.



### **County Manager, Dougherty County, GA (population 84,364)**

**Contact:** Commissioner Clinton Johnson 229-291-0121 or  
[CJohnson@dougherty.ga.us](mailto:CJohnson@dougherty.ga.us)  
County Attorney Alex Shalishali (706) 256-5301 or  
[alexshalishali@gmail.com](mailto:alexshalishali@gmail.com)

CB&A began the search for Dougherty County's next **County Manager** in February 2024. As part of our work, we interviewed the County Commissioners to determine what they were looking for in a manager, ran a salary comp survey so we could recommend an appropriate salary range for the region, thoroughly researched the candidate's backgrounds, provided the material to the County and then coordinated the interviews. The process was elongated at the County's request. *Deron King, formerly the City Manager for East Point, GA*, was selected on September 10, 2024. He remains with the County.



## IV. References (continued)

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### **County Administrator, James City County, VA (population 70,500)**

**Contact:** Board Member Michael Hipple at 757-634-9895 or [michael.hipple@jamescitycountyva.gov](mailto:michael.hipple@jamescitycountyva.gov)

James City County has a long and storied history and is home to colonial Williamsburg, VA. CB&A was hired in March 2014 to find the County's next **County Administrator**. We were asked to search for someone knowledgeable of local government, but who specifically knew how to maximize operational efficiency and effectiveness. Our work involved searching the nation for just the right candidate. When we did not find just the right candidate after our first search effort, we restarted the process. Beyond seeking the best candidates, our work involved candidate screening, complete and thorough background checks, and coordinating the interviews and selection process as well as providing advice concerning the contract. On July 29<sup>th</sup>, the County Board of Supervisors selected *Mr. Bryan Hill, then Deputy County Administrator for Beaufort County, SC*. Mr. Hill was subsequently recruited away and appointed County Executive (essentially, County Manager) for Fairfax County, VA in 2018.



### **City Manager, Thornton, CO (Population: 154,061)**

**Contact:** Councilmember Chris Russell at 469-774-5103 or [chris.russell@thorntonco.gov](mailto:chris.russell@thorntonco.gov)

CB&A was hired in April 2024 to find Thornton's next **City Manager**. We interviewed the elected officials, and the senior staff to create the recruitment profile. We conducted a nationwide search and recommended nine candidates to the City. Due to City commitments already on the calendar, the process was slightly elongated. The City selected five candidates to interview, though one withdrew when he received a job offer from another municipality. The City interviewed the four remaining candidates on August 15, 2024, and held a Town Hall meeting on August 16, 2024. The decision was difficult as the City felt that any one of the four could have done the job well. *Tansy Hayward, then Assistant City Manager of Raleigh, NC*, was unanimously selected on August 16, 2024.



### **City Manager, Wilmington, NC (population 122,695)**

**Contact:** HR Director Clayton Roberts at 910.341-5844, or [clayton.roberts@wilmingtonnc.gov](mailto:clayton.roberts@wilmingtonnc.gov)

CB&A was hired in December 2024 to find Wilmington's next **City Manager** though we did not meet with City Officials until mid-January. We interviewed the elected officials, the senior staff, and selected community members to create the recruitment profile. We conducted a salary survey and recommended a salary range. We led a nationwide search and sought out the candidates that best matched what the City was looking for. We completed full background checks on the top candidates, recommending nine individuals to the City. *Becky Hawke, then Town Manager of Matthews, NC*, was selected on May 20. Ms. Hawke remains with the City.



## **IV. References** *(continued)*

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### **Candidate References**

While it is important to deliver what the City expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from five of those candidates.

| <b>Placement</b>   | <b>Recruited To Be</b>  | <b>Contact at</b>                      |
|--|---|--|
| Dale Martin<br><i>Former City Manager for Winchester, CT</i>                           | City Manager, Fernandina Beach, FL<br><i>Appointed September 2015. He left in February 2023 and is currently the City Manager of Flagler Beach, FL.</i> | (904) 557-5047<br>dallmartin@yahoo.com |
| Eden Freeman<br><i>Former Assistant City Manager for Sandy Springs, GA</i>             | City Manager, Winchester, VA<br><i>Appointed June 2014, she left in March 2020. She returned to Sandy Springs as the City Manager in January 2022.</i>  | (404) 683-4816                         |
| Bryan Hill<br><i>Former Deputy Administrator for Beaufort County, SC</i>               | Administrator, James City County, VA<br><i>Appointed July 2014. Hired as the Fairfax County, VA, CEO in January 2018.</i>                               | (843) 368-7458                         |
| Chris Morrill<br><i>Former Assistant City Manager for Savannah, GA</i>                 | City Manager, Roanoke, VA<br><i>Appointed December 2009. Hired as the Executive Director of the Government Finance Officers Association in 2017.</i>    | (843) 368-7458                         |
| Raymond "Boz" Bossert, Jr.<br><i>Former Village Administrator for Port Edwards, WI</i> | General Manager, Sun 'N Lake of Sebring Improvement District, FL<br><i>Appointed July of 2023 and remains with the District.</i>                        | (706) 215-4567                         |

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## V. Fee and Warranty

---

### Fee

CB&A offers a firm, fixed price of \$33,500, which includes all the expenses we will incur. The only other expenses the City will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the City (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

| Requested Services                                     |                 |
|--|-----------------|
| Phase I: Needs Analysis / Information Gathering        | \$ 4,000        |
| Phase II: Recruiting                                   | 14,000          |
| Phase III: Screening                                   | 13,000          |
| Phase IV: Interview Process Coordination and Selection | 1,500           |
| Phase V: Negotiation and Warranty                      | 1,000           |
| <b>Firm, Fixed Fee Total</b>                           | <b>\$33,500</b> |

Please note, as previously stated, we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them.

### Warranty

We proudly stand behind our work with one of the more notable warranties in the industry, underscoring our commitment to quality and integrity. Our warranty includes the following:

1. Once the City employs our recommended candidate, we will not approach the selected City Administrator for any other recruitment as long as the individual is employed by the City.
2. Should the selected individual leave for any reason other than an Act of God within the first year, CB&A will repeat the search for the reimbursement of our costs only. (Act of God defined as: unexpected health conditions occurring to themselves or close family members, total incapacitation, or death).
3. If, after the final events and interviews, the City determines that the candidates presented do not meet the desired standards or are not an outstanding fit, CB&A will repeat the search process at no additional cost.
4. All services outlined in our proposal are covered under a guaranteed, all-inclusive fee. This fee will not be exceeded, except under the conditions listed.

This warranty is effective provided the City adheres to the following guidelines:

- The City follows our recommendations and the agreed upon 90-day project schedule, including all components of each phase (Phase I - V inclusive); and
- The City selects from the recommended candidates officially presented by CB&A.

We recognize that unique circumstances may arise. In such cases, CB&A is willing to engage in good faith discussions with the City to explore potential solutions, or alternative options, even if they fall outside the formal bounds of this warranty.



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**FROM:** Duane McDonald, Director of Solid Waste Services  
**DATE:** February 26, 2026  
**SUBJECT:** Proposal for Professional Air Compliance Services at the Fort Smith Landfill

### SUMMARY

The Fort Smith Sanitary Landfill operates under a Title V operating air permit because its design capacity exceeds 2.5 million cubic meters. The purpose of this and other related regulatory requirements includes ensuring gases produced by decomposition of organic wastes in the landfill are not allowed to escape to atmosphere and/or migrate off the landfill property.

SCS Engineers, which provides professional engineering services related to management, operations, construction and regulatory compliance to the landfill under an approved Master Services Agreement, has submitted a proposal to perform required Title V Air Compliance, Greenhouse Gas Emissions, and APC&EC Rule 19 monitoring and periodic reporting for 2026 in the amount of \$127,600.00. This is within the 2026 landfill operations budget for these activities and will be funded by Solid Waste Fund revenues.

Staff recommends approval of this proposal. Please contact me should you have any questions or require additional information regarding this request.

### ATTACHMENTS

1. [03-03-26\\_Item\\_ID\\_2584\\_Solid\\_Waste\\_Services.pdf](#)
2. [03-03-26 Item ID 2584 Solid Waste Services.pdf](#)

**FISCAL IMPACT:** \$127,600.00  
**BUDGET INFORMATION:** Budgeted / Solid Waste Services - Landfill Inspection and Testing - 63052104-520300

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING A PROPOSAL (WORK ORDER)  
WITH SCS ENGINEERS FOR PROFESSIONAL AIR COMPLIANCE SERVICES FOR  
THE SOLID WASTE SERVICES LANDFILL OPERATIONS DIVISION**

---

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

SECTION 1: The attached Proposal (Work Order) with SCS Engineers for Professional Air Compliance Services at the Fort Smith Landfill for the Solid Waste Services Department is hereby approved.

SECTION 2: The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the Proposal, for the amount not to exceed \$127,600.00, approved by Section 1 hereof.

This Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

*Approved as to form:*



\_\_\_\_\_  
NPR

January 5, 2026

Mr. Torrey Lougin  
City of Fort Smith  
5900 Commerce Road  
Fort Smith, Arkansas 72916

Subject: **Proposal for Professional Air Compliance Services**  
City of Fort Smith Landfill

Dear Mr. Lougin:

SCS Engineers (SCS) is pleased to present this proposal to perform annual air compliance services for the City of Fort Smith (City) and City of Fort Smith Landfill. The following outlines the scope of services that will be completed.

## **SCOPE OF SERVICES**

The landfill is subject to compliance with the following:

- Title V Operating Air Permit Number 1791-AOP-R2
- Arkansas Pollution Control and Ecology Commission (APC&ED) Rule 19, Chapter 17: *111D Requirements for Landfills*
- The Mandatory Greenhouse Gas Reporting Rule provided at 40 CFR Part 98

We will complete the following services to assist the City in maintaining compliance with the above requirements.

### Task 1 - Title V Air Compliance Reporting

The Landfill is required to operate under a Title V permit because the design capacity exceeds 2.5 million cubic meters and 2.5 million megagrams (Mg). The Title V permit requires the Landfill to submit semi-annual and annual compliance reports to the Arkansas Division of Environmental Quality (DEQ), Office of Air Quality, Compliance Branch. SCS will assist with the preparation and submittal of the following reports to fulfill the reporting requirements of the Title V permit.

- **Semi-Annual Monitoring (SAM) Reports (two per year).** In accordance with Section VIII, General Provision 7 of the permit, the Landfill must submit reports of required monitoring every 6 months, including results of routine, continuous, or periodic monitoring, and all instances of deviations from the permit requirements. SCS will coordinate with the Landfill to obtain the required information to prepare and submit the reports. The information compiled under Task 3B will also be used to prepare the SAM reports. SCS will complete the SAM Reports for submittal by the due dates of March 1, 2026 and September 1, 2026 for the reporting periods of August 1, 2025 to January 31, 2026, and February 1, 2026 to July 31, 2026, respectively.



- **Annual Compliance Certification Report.** In accordance with Section VIII, General Provision 21, the Landfill is required to submit an annual compliance certification. The certification shall include the permit term or condition that is the basis for the certification, the compliance status, whether compliance was continuous or intermittent, the method(s) used for determining compliance, and other facts DEQ may require to determine the compliance status of the landfill. SCS will prepare the compliance certification for submittal by the due date of September 1, 2026 for the reporting period of August 1, 2025 to July 31, 2026. The report will be submitted to DEQ as well as EPA Region 6 via CEDRI or hard copy submittal.

Provided SCS receives timely receipt of requested information, the semi-annual and annual reports will be sent to the Responsible Official for review and signature approximately 2 weeks before submittal through the DEQ ePortal.

## Task 2 – Greenhouse Gas Reporting Services

For this task, SCS will prepare the required report required by the mandatory greenhouse gas (GHG) reporting rule for calendar year 2025 GHG emissions. This work includes the preparation and submission of the required GHG emissions estimates and associated information required by the GHG reporting rule. The deadline for this submittal is March 31, 2026.

We will submit an information request to the Landfill with a list of data required to complete the report. Upon receipt of the requested information, we will prepare a draft of the report and supporting calculations for the Landfill's review and comment. Following the incorporation of comments, the report will be submitted electronically using EPA's electronic reporting tool, e-GGRT.

Following the report submittal, we will provide a memorandum for your files, including backup calculation spreadsheets and pertinent assumptions.

## Task 3 – APC&EC Rule 19, Chapter 17 Compliance Reporting

The landfill is subject to APC&EC Rule 19, Chapter 17, and National Emission Standards for Hazardous Air Pollutants (NESHAP) Subpart AAAAA. The landfill became required to commence operation, monitoring, and reporting of the gas collection and control system in accordance with APC&EC Rule 19 Chapter 17, and where cited NESHAP Subpart AAAAA, on March 20, 2024. We will assist with data review and compliance reporting to meet these requirements as discussed further in the following subtasks.

### Task 3A – Monthly Data Review

We understand that wellfield monitoring and balancing will be completed by Tomorrow RNG with data uploaded to the SCSeTools® database (eTools). SCS will review the wellfield monitoring data uploaded to eTools after the monthly monitoring events and compile a list of wells with recorded exceedances that require corrective action (within 15 days of the initial exceedance). We will provide the list of applicable wells to the Landfill and gas system operator to help facilitate the completion of corrective actions in the required timelines. Where able, we can also provide guidance and make recommendations on potential corrective actions to address exceedances. SCS assumes the initial corrective action, required within 5 days, will be performed the same day as the initial exceedance. We also assume data will be uploaded to eTools within 1 calendar day after the monitoring event to enable timely review. We have included \$2,500 per month for the review services.

NESHAP Subpart AAAAA specifies a series of analyses that are required for exceedances that cannot be resolved within 15 calendar days of the initial monitoring event. When required, SCS can provide assistance with completing the root cause analysis and corrective action analysis for wellfield exceedances that cannot be resolved within the 15-day and 60-day period, respectively. Because these additional services cannot be anticipated, they will be completed on an on-call basis under Task 3C – Non-Routine Compliance Assistance.

Below is a summary of the root cause analysis and corrective action analysis process.

- **Root Cause Analysis (RCA):** If an exceedance is not corrected within 15 days of the initial event, SCS can complete an RCA to attempt to identify the cause of the exceedance and potential solutions.
- **Corrective Action Analysis (CAA):** If the exceedance is not corrected within 60 days of the initial reading, SCS will prepare a CAA and develop an implementation schedule to complete additional corrective actions as soon as practical, but no more than 120 days following the initial reading. Details on the CAA will be included in the next NSPS compliance report.
- **Notification Required:** If the exceedance cannot be corrected within 120 days of the initial reading, SCS will submit the RCA, CAA, and implementation schedule to DEQ within 75 days of the initial exceedance.

The gas collection and control system is required to operate continuously, with documentation of downtime, and continuous monitoring of control device operating status to confirm compliance. SCS will also review monthly operating data and downtime records provided by the City for the GCCS components (blower) and control system components to assess compliance. In order to complete these services, we assume we will be provided with continuous chart recorder data for the landfill's flare, and continuous monitoring data from the gas processing plant to confirm operations of their system components.

### **Task 3B –NESHAP Compliance Reports**

In accordance with NESHAP AAAAA, the Landfill is required to submit semi-annual compliance reports to DEQ and the EPA consisting of the following information:

- Value and length of time for exceedances of applicable parameters monitored under 40 CFR 63.1961(a)(1), (b), (c), (d), and (g);
- Description and duration of periods when the gas stream was diverted from the control device or treatment system;
- Description and duration of periods when the control device or treatment system was not operating;
- All periods when the collection system was not operating;
- The location of each exceedance of the surface emissions limit of 500 ppm methane concentration above background, and the concentration recorded;
- The date of installation and the location of each well or collection system expansion; and
- For any corrective action analysis required in 40 CFR 63.1960(a)(3) or (5) that takes more than 60 days to correct, submit the root cause analysis and a schedule for implementation for actions not already completed.

The first semi-annual report is due on March 1, 2026, covering the reporting period of August 1, 2025, through January 31, 2026. The second semi-annual report will cover the period of February 1, 2026, through July 31, 2026, with the report being due on September 1, 2026. SCS will prepare the reports and provide a copy to the City for review and comment prior to the submittal of the final versions to DEQ.

### **Task 3C – Non-Routine Compliance Assistance**

As discussed under Task 3A, SCS can provide assistance with completing root cause analysis and corrective action analysis as required to address exceedances that cannot be corrected within the required timelines. We can also provide assistance with deviation reporting, as required, to meet the requirements of Section VIII, General Provision 8 of the Title V permit. With the extreme variation in the number and type of deviations identified at landfills, it is possible that the estimated monthly costs could increase or decrease based on the frequency and type of exceedances/deviations identified at the Landfill.

## Task 4 – Surface Emissions Monitoring

### **Task 4A – Quarterly Surface Emissions Monitoring**

SCS will perform surface emissions monitoring (SEM), as outlined in 40 CFR 63.1960(c), and the facility's Surface Emission Monitoring Plan (Work Plan) dated September 20, 2022, quarterly. Regulations and industry standards dictate that the monitoring be completed on foot.

SCS will perform four (4) events within this contract to allow the site to meet the quarterly calendar basis. SCS assumes a cost of \$7,750 for each event.

During the monitoring events, the landfill gas collection and control system will be operated in normal mode. Surface methane concentrations will be measured along the entire perimeter of the landfill, along a site-specific pattern, and at cover penetrations, and will include visual monitoring and documenting areas of stressed vegetation and cracks in the soil cover. For these conditions, their locations will be noted. The gas collection system well heads and other artificial penetrations (i.e., sumps and access risers) will be monitored in accordance with the Work Plan separately from the transverse monitoring.

- **Initial Monitoring Events:** Surface methane concentrations discovered to be in excess of 500 ppm above background will be flagged, recorded, and reported to the City immediately. Adjustments to nearby gas collection devices and/or cover maintenance will be required to be completed by the Landfill and/or gas system operator in an attempt to alleviate the exceedance within 10 calendar days of the original detection to comply with 40 CFR 60.1960f(c)(4)(ii).
  - **Initial Re-Monitoring (10-Day):** If adjustments are made on the day of the initial reading and sufficient time is available, the technician will attempt to reread the area that day. If adjustments are not made immediately, the technician will remobilize to the site and re-monitor the area within 10 days of the initial detection. If the initial exceedance is resolved, the area will be re-monitored during the 1-Month Re-Monitoring event.

- **Second 10-Day Re-Monitoring:** If the re-monitoring shows a second exceedance, additional corrective actions will be required within 10 days. The SCS technician will remobilize to the site and conduct a second 10-day re-monitoring event. If the exceedance is resolved, the area will be re-monitored during the 1-Month event. If the event shows a third exceedance, a new well or collection device must be installed within 120 days of the initial exceedance, or an alternative remedy may be submitted to DEQ.
- **1 Month Re-Monitoring:** Any area with an initial exceedance that showed a methane concentration below 500 ppm at a 10-day re-monitoring event, must be re-monitored 1 month from the initial exceedance. The SCS technician will remobilize to the site to complete the 1-Month event. If an area shows a third exceedance, a new well or collection device must be installed or an alternative remedy submitted to DEQ.
- **Reporting:** SCS will prepare and submit a quarterly compliance monitoring report to the City describing the surface methane monitoring event. The report will include the analytical data, discussion of the results, discussion of repairs or adjustments made, and the results of re-monitoring, if applicable.

We have included a lump sum fee of \$7,750 for the initial quarterly monitoring events and report preparation. The associated costs for the 10-day and 1-month re-monitoring events, and required reporting and recordkeeping associated with re-monitoring, will be billed on a time and materials basis performed under Task 4B.

#### **Task 4B – Follow-Up SEM**

In the event exceedances are detected, the associated costs for the re-monitoring required by 40 CFR 63.1960(c)(4) will be performed under this Task. We have provided a budgetary estimate for these services based on the average cost SCS Engineers has invoiced for similar services at other landfills. However, with the extreme variation in gas system and landfill operations, it is possible that the estimated costs could increase or decrease based on the frequency of re-monitoring required.

## PROJECT COSTS

The costs to complete the aforementioned scope of services are provided below. This will be billed on a lump sum basis. Work performed outside these scope of services will be completed on a time and material basis, in accordance with the MSA agreed upon rates, but will not proceed unless directed by the City.

| Task  | Fixed Cost (Lump Sum) |                |                  | Estimate Cost<br>(Time & Materials) |
|---|-----------------------|----------------|------------------|-------------------------------------|
|   | Cost Per Event        | Events in 2026 | Total            |                                     |
| <b>Task 1 – Title V Air Compliance Reporting</b>                    |                       |                |                  |                                     |
| GP-7: Semi-Annual Monitoring Report                                 | \$1,700               | 2              | \$3,400          | -                                   |
| GP-21: Annual Compliance Certification                              | \$1,700               | 1              | \$1,700          | -                                   |
| <b>Task 2 – Greenhouse Gas Report</b>                               |                       |                |                  |                                     |
| GHG Report  | \$3,000               | 1              | \$3,000          | -                                   |
| <b>Task 3 - APC&amp;EC Rule 19, Chapter 17 Compliance Reporting</b> |                       |                |                  |                                     |
| 3A: Monthly Review  | \$2,500               | 12             | \$30,000         | -                                   |
| 3B: NESHAP Compliance Reports                                       | \$6,750               | 2              | \$13,500         | -                                   |
| Task 3C: Non-Routine Compliance Assistance                          | -                     | -              | -                | \$15,000                            |
| <b>Task 4 – Surface Emissions Monitoring</b>                        |                       |                |                  |                                     |
| 4A: Quarterly Surface Emissions Monitoring                          | \$7,750               | 4              | \$31,000         |                                     |
| 4B: Follow-Up SEM   | -                     | -              | -                | \$30,000                            |
| <b>Total Fees</b>   |                       |                | <b>\$82,600</b>  | <b>\$45,000</b>                     |
| <b>Grand Total (Lump Sum + Time and Materials)</b>                  |                       |                | <b>\$127,600</b> |                                     |

## ASSUMPTIONS

This proposal and cost estimate were prepared based on the following assumptions:

- The gas system operator will upload wellfield monitoring data within 1 calendar day of completing wellfield monitoring.
- SCS will be provided with continuous chart recorder data for the Landfill’s flare and the gas processing plant operations, sufficient to assess compliance with the regulatory requirements. This data will be provided on a monthly basis in Excel format.
- The Landfill and/or gas system operator will perform corrective actions to address wellfield exceedances and surface emission monitoring exceedances.
- The Client/Owner will provide to SCS, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- The Client/Owner will notify SCS, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions so that we may revise the proposal or fee. A Work Order for the above tasks has been prepared for execution under the Master Service Agreement (MSA).

## GENERAL CONDITIONS

SCS appreciates the opportunity to provide environmental services for the City of Fort Smith Landfill. If you have any questions or comments regarding this proposal, please do not hesitate to contact Marilyn Jones at (913) 749-0715 or email at [mjones@scsengineers.com](mailto:mjones@scsengineers.com). If the proposed scope of services and fees presented herein meets your approval, work may begin by signing the Work Order in Attachment A and returning an original copy.

Sincerely,



Marilyn Jones  
Project Manager  
SCS Engineers



Michael Bradford, P.E.  
Project Director  
SCS Engineers



Bret Clements, P.E.  
Vice President  
SCS Engineers

Attachment

**ATTACHMENT A**

**WORK ORDER PURSUANT TO MASTER SERVICES AGREEMENT  
BETWEEN SCS AND CLIENT FOR PROFESSIONAL SERVICES**

**WORK ORDER NUMBER:**

**1. SCOPE OF SERVICES TO BE PERFORMED:**

See attached cover letter, dated January 5, 2026

**2. WORK ORDER SCHEDULE:**

See attached cover letter, dated January 5, 2026

**3. COMPENSATION:** Compensation shall be in accordance with either 3.1, 3.2 or 3.3 as indicated below. Any work added to the Scope of Services to be Performed shall be compensated at SCS' standard fee schedule in effect at the time of performance, unless otherwise agreed, subject to the terms and conditions of the Master Services Agreement between the parties.

- 3.1 SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance, provided that total compensation will not exceed \$\_\_\_\_\_ without the authorization of Client.
- 3.2 SCS will be compensated in the lump sum amount of \$127,600
- 3.3 Other: SCS will be compensated as follows:

**4. AGREEMENT BY THE PARTIES:** The parties have caused this Work Order to be executed by their duly authorized representatives.

**SCS ENGINEERS:**

**CLIENT:** City of Fort Smith

By: 

By: \_\_\_\_\_

Print name: Michael Bradford

Print Name: \_\_\_\_\_

Title: Project Director

Title: \_\_\_\_\_

Date: 1/5/2026

Date: \_\_\_\_\_



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Ken Savage, Transit Director  
**DATE:** 02/11/26  
**SUBJECT:** Resolution approving and authorizing the Mayor to execute an agreement with Cubic Transportation Systems, Inc. (known as UMO) for the purchase of a fare collection and trip planning system for the Fort Smith Transit Department

### SUMMARY

Attached is a resolution authorizing a service agreement that includes one-time expenses totaling \$99,042.75 (including tax) with Cubic (UMO) for the acquisition, hardware and implementation of a fare collection and trip planning system. The term of the agreement is for three (3) years with two (2) optional renewal extensions.

Funding for the agreement is included in the 2025 Carry Forward request approved by Ordinance 12-26 and is reimbursable by 80%. UMO requires an annual subscription fee for ongoing operations and updates. The attached cost proposal price lists the first-year subscription fee as \$40,000; however, this price will be negotiated to reflect actual project start time following implementation. Funding for the annual subscription for operations is included in the 2026 Budget. Ongoing annual subscriptions are slated to be in the \$50,000 range and are subject to a 3% increase annually.

Staff identified Cubic as the proposer that provided the best overall value and features pertaining to the department's search for a modern transit fare collection and trip planning system as advertised in RFP 2025-12. The evaluation team received proposals from four (4) separate firms in response to the RFP. The department is thankful for those that participated in the RFP process, and we recognize there are many advanced fare collection and trip planning systems available in the marketplace.

Fare media features such as contactless pay (through smart cards), mobile QR boarding (via cell phone application) and paper ticketing (through printed QR codes), will assist clients with new methods of paying for services. The system automatically recognizes routine ridership activity by client and optimizes incentives available for each passenger. Utilizing a system with built in incentives such as fare capping should increase ridership considering the department experiences a forty percent (40%) increase in ridership on free ride days.

Fare capping is a benefit that offers a more equitable method of applying incentives by the day, week, month or event. UMO can also recognize student ID's as fare media and will permit local schools to customize fare cards for their students or human service agencies to manage group accounts for entities acquiring services from the transit department. The department will continue to accept traditional fares, which are predominantly cash.

A Passenger Portal is a planned option that offers a web-based platform accessible to passengers via any computer on common web browsers. This portal allows passengers to purchase or reload passes, view balances and redeem benefit codes online. The department plans to make the Passenger Portal available in the main office and ultimately in libraries and community centers. The Administrative Portal is the central hub for transit staff, which contains a dashboard of performance indicators, reporting tools and data to assist with client information and requests.

A Merchant Portal is available as an expansion option to sell or reload fare products through campus bookstores or community centers using a web enabled device. An InComm Retail Network course of action is available as an expansion option by leveraging a national gift card infrastructure, which allows passengers to reload transit accounts at familiar outlets such as grocery stores, pharmacies and convenience stores. Staff's desire is to implement the Passenger and Administrative portals first and grow into the Merchant and perhaps Incomm Retail network in the future, as demand increases.

UMO provides seamless trip planning and fare access. Riders can enter their destination by address, landmark, or place of interest, and the app generates a complete journey plan, including walking directions, and bus transfers. Key planning benefits include multi-modal journey support, real-time vehicle tracking, and personalized preferences. This system also offers effortless payment and account management. Highlights include In-app fare purchases, wallet functionality, offline authentication and comprehensive account management.

Staff is also seeking to upgrade its scheduling software features midyear. The department's current RouteMatch software was acquired in 2020 and has changed ownership on three (3) separate occasions. The software is now owned by TripSpark and is slated to be discontinued. RouteShout maintains the phone application being utilized for today's trip planning and the plan is to replace it with UMO so passengers can utilize one phone app for their trip planning and fare payment needs. UMO, by Cubic, should dovetail nicely with the more modern scheduling software of today's marketplace as both rely on the modern General Transit Feed Specification (GTFS).

Seamless integration of all department data is staff's vision. The implementation plan includes a review and recommendation for a revised fare management policy. Implementation will involve six (6) months and will ensure a balanced approach that will increase ridership and passenger incentives without jeopardizing fare income. Cubic maintains a library of examples of fare management policies from transit agencies across the country.

Staff is confident the new features planned will encourage more ridership and provide a useful tool for our institutional and human service partners. Included you will find the cost proposal, UMO flyer, vendor evaluation, a list of benefits, and return of investment report for your review.

The fare access and trip planning system conforms to the Future Fort Smith Comprehensive Plan TI-1, Improve access and connectivity through enhancements to all modes of transportation and TI -3.1, Promote and maintain a public transit system that is safe, efficient, cost-effective and responsive to the needs of residents.

**ATTACHMENTS**

1. [RESOLUTION.pdf](#)
2. [Contract.pdf](#)
3. [Cost Proposal..pdf](#)
4. [RFP\\_2025-12\\_Evaluation.pdf](#)
5. [Return of Investment.pdf](#)

*FISCAL IMPACT: \$99,042.75*  
*BUDGET INFORMATION: Budgeted / Transit - Capital Outlay, Other Equipment*  
*01016550-531600*

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT WITH CUBIC TRANSPORTATION SYSTEMS, INC. (KNOWN AS UMO) FOR THE PURCHASE OF A FARE COLLECTION AND TRIP PLANNING SYSTEM FOR THE FORT SMITH TRANSIT DEPARTMENT**

---

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

SECTION 1: The Agreement with Cubic Transportation Systems, Inc., incorporated herein by reference, for the purchase of a fare collection and trip planning system in the amount of \$99,042.75 is hereby approved.

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

This resolution adopted this \_\_\_\_\_ day of March 2026.

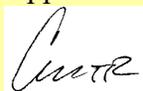
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:



\_\_\_\_\_

---

# ***Platform Services Agreement***

**Between**

**City of Fort Smith, Arkansas**

**and**

**Cubic Transportation Systems, Inc.**

**VERSION: February 2026**

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## 1. INTRODUCTION

This Platform Services Agreement, including all attachments, any Addendum (as define below), exhibits, and documents referenced, all of which are incorporated herein by this reference (collectively, this “Agreement”), is made and entered into as of the “Effective Date” between “Customer” and “Cubic”. Customer and Cubic may each be referred to as a “Party” and together, the “Parties.” Effective Date, Customer, and Cubic definitions are as specific in Section 3.1.1 / Exhibit A1: Specific Contract Summary.

### 1.1 Recitals

- A. Cubic provides a range of branded Platform services as software-as-a-service applications and related support services.
- B. Customer desires to license certain Platform services in accordance with the provisions of this Agreement.

The Parties agree as follows:

### 1.2 Definitions

#### DEFINITIONS

Capitalized terms not defined elsewhere in the Agreement have the following meanings:

| Term                                  | Definition  |
|---------------------------------------|---|
| Agreement                             | Means this Services Agreement, including all Exhibits and attachments hereto, as may be amended from time to time.  |
| Applicable Currency                   | Has the meaning given to it in Exhibit A1.  |
| Authorized Mobility Services Provider | The Customer, and any other local government entity, transit agency, or other mobility services provider authorized to utilize the Platform under this Agreement as listed in an applicable Exhibit.  |
| Back Office                           | The elements of the Platform Services hosted by or on behalf of Cubic.  |
| Business Day                          | A day other than a Saturday, Sunday, or public holiday in the jurisdiction specified as the Governing Law in Exhibit A1.  |
| Calendar Day, Day                     | Any day shown on the calendar beginning at 12:00 midnight Pacific Time, including Saturdays, Sundays, Holidays, and Non-Working Periods.  |
| Component Services                    | Means, where specified in an Exhibit, the services described in the applicable Exhibit to be provided or made available by Cubic under this Agreement.  |
| Confidential Information              | “Confidential Information” means information of a confidential nature, including, without limitation, product information, user manuals, data, pricing, financial information, end user information, software, specifications, research and development and proprietary algorithms and materials, that is (a) clearly and conspicuously marked as "confidential" or with similar designation or (b) is disclosed in a manner in which the disclosing Party reasonably communicated, or the receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used. |
| Contract Year                         | Each calendar year commencing on the Effective Date, or, where applicable, the anniversary of the Effective Date.   |

|   |  |
|---|--|
| Cubic Data                                    | The data, analytics, reporting, results, or other information made available to Customer in connection with the Platform Services, excluding Customer Data, Customer Confidential Information and Personal Information.  |
| Cubic Marks                                   | The trademarks, service marks, and logos owned or licensed by Cubic, as made available by Cubic from time to time for use in connection with the Services.   |
| Customer Data                                 | The data collected through the Platform relating to Users' use of Customer's transportation services and any analytics, reporting, or other information that Cubic provides to Customer in respect of such data as part of the Services.   |
| Customer-Managed Third Parties                | Any third-party, including equipment, services or technology providers or Customer partners, that integrates with or utilizes the Platform Services under direction or under a contract with the Customer.   |
| Documentation                                 | The operating manuals, user manuals; guides, service descriptions, service specifications, training materials, technical manuals; and support material relating to the Platform Services provided or made available to Customer.   |
| Effective Date                                | The date specified as such in Exhibit A1, upon which this Agreement becomes effective.   |
| Equipment                                     | The physical hardware described in the applicable Exhibits that is required to be delivered to Customer for use in conjunction with the Platform.  |
| Exhibit                                       | Means a description in this Agreement which sets forth additional terms and conditions that are specific to the Services covered by such Exhibit.  |
| Fees  | The fees payable by Customer as described in Exhibit E   |
| Force Majeure Event                           | An act, event, or omission beyond a Party's reasonable control, as further defined in the Force Majeure clause of this Agreement.  |
| Full Launch                                   | Full production launch where the Platform Services are available for use by agency passengers.   |
| Governing Laws                                | The meaning given to it by Exhibit A1.   |
| Implementation Services                       | The services required to configure and implement the Platform Services on behalf of Customer as set forth in Exhibit C.  |
| Initial Authorized Mobility Services Provider | Those as set-out in Exhibit D  |
| Initial Term                                  | The initial duration of this Agreement as specified in Exhibit A1  |
| Intellectual Property Rights                  | Trade secret rights, rights in know-how, moral rights, copyrights, patents, trademarks (and the goodwill represented thereby), and similar rights of any type under the laws of any governmental authority, domestic or foreign, including all applications for and registrations of any of the foregoing. |
| Liability Cap                                 | The maximum aggregate liability of a Party as specified in Exhibit A1 and further detailed in the Limits of Liability section of this Agreement.   |
| License Key                                   | An alphanumeric code that enables use of the Software  |
| Marketing Tool Kit                            | Marketing materials, other than Cubic Marks, made available by Cubic to the Customer for use by the Customer in its own marketing of the Services including graphics, videos and similar materials.  |
| Mobility Service Operator                     | An organization that operates vehicles or transit services on behalf of an Authorized Mobility Services Provider under an agreement with such Authorized Mobility Services Provider.   |

|                              |   |
|------------------------------|---|
| Notice to Proceed (NTP)      | The official start date for the Implementation Services, which shall be the Effective Date unless specified otherwise in Exhibit C.   |
| Operating Year               | The calendar year commencing on Operating Period Start Date for the first such year and anniversary of the Operating Period Start Date for each subsequent year.  |
| Payment Gateway              | Technology services facilitating the secure processing of electronic payments between Platform Services and a Merchant Acquirer.  |
| Platform                     | Means the Cubic Automated Fare Collection SaaS Platform, a proprietary software-as-a-service platform for account-based fare collection and mobility management, the specific components of which are described in the Exhibits.  |
| Professional Services        | “Professional Services” means any additional services beyond that defined in the initial Scope of Work that Cubic and Customer agree that Cubic shall provide via a Change Order.   |
| Reloadable Transit Card      | "Reloadable Transit Card" means the closed-loop, contactless smart card media procured and encoded by Cubic with proprietary security keys to function as a reloadable fare instrument within the Platform Services.  |
| Renewal Term                 | As defined by the applicable Exhibit.   |
| Revenue Service Commencement | The date at which a Service is first utilized by the Customer for commercial purposes.  |
| RMA                          | Return Merchandise Authorization  |
| Services                     | The Implementation Services, Platform Services, the Support Services, and related Documentation set out in the Contract Terms and Exhibits selected below. The Services includes all goods, products, licenses, services provided by Cubic under this Agreement.  |
| Software                     | The software applications provided by Cubic as part of the Services.  |
| Support Services             | The support services for Platform Services as set forth in Exhibit D  |
| Term                         | The Initial Term and all Renewal Terms for all Exhibits entered under this Agreement.   |
| Transit Data                 | Customer’s data as it relates to service schedules, vehicle real-time locations, vehicle capacity and other such transit data as is reasonably required for the provision of trip planning and service information through the Services’ trip planning tools , in whatever format made available by Customer, including GTFS-Static and GTFS-RT (GTFS being the General Transit Feed Specification published by gdfs.org or such successor organization). |
| Platform Privacy Policy      | Platform Privacy Policy means the privacy policy applicable to the Platform, the URL for which may be provided in an applicable Exhibit or updated by Cubic from time-to-time.  |
| Users                        | The end-users of the Platform Services.   |
| User Terms and Conditions    | Where applicable, the terms and conditions governing a User’s use of the Services, as referred to in an Exhibit or as otherwise amended by Cubic from time to time.   |

**1.3 Order of Precedence**

1. This Agreement (Sections 1 and 2) excluding the Exhibits (Section 3)
2. The Exhibits

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Any ambiguity, conflict or inconsistency between or among the documents comprising the Agreement will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

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## 2. CONTRACT TERMS

### 2.1 The Services, License Grants, and Restrictions

#### 2.1.1 *Services Provided*

Cubic shall, during the Term, provide the Services as set out in the Exhibits and make available the Documentation to the Customer subject to the terms of this Agreement [including complete payment of any and all applicable fees].

#### 2.1.2 *Rights and Licenses Granted to the Customer*

Cubic grants to Customer a limited non-exclusive, non-transferable, non-sublicensable right and license during the Term, to:

- A. Use the Services during the Term solely in connection with Customer's transit operations including Authorized Mobility Services Providers; and
- B. Use and copy the Documentation other than Documentation relating to the Equipment solely for Customer's internal business operations and as may be required by law, a non-exclusive, non-transferable, non-sublicensable right and license during the Term to use the Equipment Software and the Documentation related to the Equipment solely for Customer's internal business operations. Customer shall have no rights to copy, reverse engineer, modify or decompile such Software but shall be entitled to copy the Documentation unless copying such Documentation is prohibited by a third-party copyright stated on or asserted by a third party in that document.
- C. Use, modify and copy training material provided by Cubic pursuant to Exhibit B for Customer's internal business operations.
- D. Use and display Cubic's trademarks, service marks, and logos, including Cubic Marks and logos, as made available by such Cubic (the "Cubic Marks") (i) solely in connection and as necessary to carry out its obligations under this Agreement and (ii) to market and promote the Platform Services. Any goodwill which may be acquired through the use of the Cubic Marks shall inure solely to the benefit of Cubic. Customer shall abide by such usage guidelines as Cubic may provide to Customer in writing. Cubic reserves the right to update, replace, or retire any Cubic Marks or usage guidelines at any time upon sixty (60) Days' prior notice. In such event, Customer shall cease use of the updated, replaced, or retired Cubic Marks as soon as commercially practical thereafter. Cubic shall have no liability for any costs incurred by the Customer in respect of its use of or changes to the Cubic Marks.
- E. Use and adopt for its own purposes the materials in the Marketing Tool Kit (other than the Cubic Marks) to market and promote the Platform Services. Customer shall comply with such usage guidelines as Cubic may provide to Customer in writing.
- F. Upon expiration or termination of this Agreement, Customer shall immediately cease all use of the Cubic Marks, including in any marketing or promotional materials.

#### 2.1.3 *Exclusions*

Except to the extent expressly permitted under this Agreement, Customer shall not, and shall not permit any third party to:

- A. Copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Software, and/or Documentation (as applicable) in any form or media or by any means, or attempt to do the same;
- B. Reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or Software, or attempt to do the same;

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- C. Access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
  - D. Use any equipment other than the Equipment as described in Exhibit B in conjunction with the Services; or
  - E. License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, use, or make available, the Services, Software, and/or Documentation to or on behalf of any third party other than Users.

#### 2.1.4 **Unauthorized Access**

Customer shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Documentation. Customer shall promptly notify Cubic in the event of any such unauthorized access or use.

#### 2.1.5 **Updates and Changes to the Platform Services**

Cubic shall be entitled to make updates and changes to the Platform Services as follows:

- A. Cubic may update and change the Platform Services in its discretion, provided that such updates and changes do not materially impact the performance of the Platform Services.
- B. Cubic may from time to time, in its sole direction and with reasonable notice to the Customer, deprecate or replace programming interfaces, file formats or other interfaces to the Platform Services.
- C. Cubic may in its sole discretion change how the Platform Services are implemented, performed, or technically constructed.
- D. For the Customer's use and enablement of major new features that are made available in the Platform Services. New features may be subject to additional fees or services terms as determined by Cubic. No new features that are subject to additional fees will be enabled for Customer without the Customer's written consent.

#### 2.1.6 **API Access and Third-Party Integration**

Subject to the terms and conditions of this Agreement, **and the payment of applicable Fees as set forth in Exhibit E1 and governed by Exhibit C6**, Cubic grants Customer a non-exclusive, non-transferable right during the Term to access and use Cubic's standard application programming interfaces ("APIs"), as described in the then-current Documentation, solely for the purpose of integrating Customer's internal applications and Customer-Managed Third-Party systems with the Platform Services. **The right to access and use the APIs is not unlimited; it is subject to the rate limits, volume tiers, and subscription fees defined in Exhibit C6 (API Access Services). Access to specific high-volume or transaction-based APIs, including but not limited to those used for Ticket Vending Machines (TVMs) and Trip Planning services, is strictly prohibited unless specifically contracted for in Exhibit E1.**

The right to access and use the APIs does not include any development, implementation, or technical support services from Cubic. Should Customer require Cubic to perform any development, integration, consulting, or support services to facilitate Customer's use of the APIs or to integrate the Platform Services with any Customer or third-party application, such work shall be considered Professional Services. All such Professional Services shall be subject to a separately executed Statement of Work or Change Order, which will detail the scope of work, timeline, and applicable fees, and will be billed at Cubic's then-current professional services rates.

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### 2.1.7 **Use of Subcontractors**

Certain aspects of the Services may be performed by third-party subcontractors that are specific to the Services provided pursuant to this Contract (“Subcontractors”). Cubic will be responsible for the full and timely performance of such Subcontractors and the acts and omissions of each Subcontractor shall be deemed and treated as the acts and omissions of Cubic itself.

### 2.1.8 **Cubic Title to the Software and Documentation**

Cubic represents and warrants that it has exclusive title to the Software and Documentation or otherwise has the right to grant the license to Customer in accordance with this Agreement.

### 2.1.9 **Document Retention and Audit**

Customer shall have the right to audit, at its own cost and expense, Cubic’s performance of the contract for a period of seven years and Cubic must retain all relevant documents to substantiate its performance of all Services other than where this Agreement requires Cubic to delete or return data related to the Services. Such audits shall be conducted no more than once in any twelve- month period (except as required by Federal, State, or local laws) by the personnel or designee of Customer during the normal office hours of Cubic and subject to reasonable notice.

- A. Except as required by Federal, State, or local laws, Customer’s audit rights shall not include entitlement to any physical or independent access to Cubic systems or any rights to audit (i) the financial books or accounts of Cubic, (ii) security, (iii) in a manner that requires Cubic to disclose any information related to any other customer of Cubic or (iv) any service provider used by Cubic including but not limited to Cubic’s cloud hosting provider.
- B. Cubic shall be paid for its time and expenses supporting any audit at its then-current professional services rates.

### 2.1.10 **Personnel**

Cubic represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Cubic shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of or have any other contractual relationship with the Customer.

## 2.2 **Proprietary Rights**

Customer acknowledges and agrees that Cubic and/or its licensors own all Intellectual Property Rights in the Services, the Documentation, and all modifications, improvements and derivative works thereof. Except to the extent expressly set forth in this Agreement,

- A. Cubic does not grant to Customer any license, express or implied, to Cubic’s Intellectual Property Rights and
- B. nothing in these terms or the performance thereof, or that might otherwise be implied by law, will operate to grant Customer any right, title, or interest, implied or otherwise, in or to Cubic’s intellectual property. Cubic, on behalf of itself and its licensors, expressly reserves all Intellectual Property Rights not expressly granted under this Agreement.

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## 2.3 Equipment

### 2.3.1 *Cubic-Provided Equipment*

Cubic shall provide Customer with Equipment as set forth in Exhibit C. Cubic warrants that all Equipment shall be of good quality and free of any material defects or faulty workmanship for a one-year period from delivery, or, with respect to Equipment from third-party suppliers, the OEM warranty period provided by the applicable manufacturer. Applicable warranties from third-party suppliers will be provided to the Customer. Customer may extend the warranty period by purchasing extended warranty coverage in accordance with Exhibit B and subject to the fees set out in Exhibit D.

### 2.3.2 *Title to the Equipment and Risk of Loss Transfer*

Title to the Equipment and risk of loss shall transfer to Customer on delivery. For the purpose of this Section, Equipment shall be deemed delivered on the earlier of a) being received at a Customer controlled site or b) upon installation, whichever first occurs.

### 2.3.3 *Equipment Substitution or Replacement*

Cubic may substitute or replace the Equipment at no cost to Customer with alternative equipment at any time during the Term provided that such alternative equipment provides materially equivalent functionality as the replaced Equipment.

## 2.4 Fees and Payment

### 2.4.1 *Excluded from Prices and Fees*

Prices and Fees set forth in this Agreement are exclusive of all taxes or withholdings of any nature, (including but not limited to, withholding taxes, duties, tariffs, import and export fees, excise taxes, sales taxes, value-added taxes (VAT), goods and services taxes (GST)), and all other government levies or charges of any kind, whether federal, state, local, or foreign (collectively, "Taxes").

### 2.4.2 *Customer Responsibilities for Taxes*

Customer shall be solely responsible for the payment of all such Taxes arising from or relating to the sale, delivery, use, or performance of the goods and/or services provided under this Agreement. If Cubic is required to collect or remit any Taxes on behalf of the Customer, such amounts shall be invoiced to and paid by Customer in addition to the prices and Fees specified herein. Cubic shall invoice Fees monthly in arrears. Fees for Implementation Services shall be invoiced in accordance as set forth in Exhibit D. Unless otherwise stated in Exhibit D, Customer shall make payment for Equipment upon delivery.

### 2.4.3 *Customer Delivery of Tax-Exemption Waives*

Customer shall provide Cubic with any applicable tax exemption certificates or other documentation required to avoid the collection of Taxes by Cubic.

### 2.4.4 *Customer Obligations for Prompt Payment*

Customer shall pay in full all invoices submitted by Cubic within 30 Days of the date of submittal. All fees are stated, and payment shall be made, in the currency stated in Exhibit A1. Any undisputed amounts remaining unpaid following the payment due date and all payments disputed by Customer in good faith that are paid following the resolution of such dispute shall bear interest accruing from the original payment due date through the date that such amounts are paid at the lower interest rate of (a) 1.0% per month and (b) the highest interest rate allowed by law. Without limitation of Cubic's other rights or remedies, in the event that Customer fails to timely pay any invoiced amounts that are not the subject of a good-faith dispute, Cubic may, after providing written notice to Customer and an additional 10 Business Days to pay such amounts, suspend

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access to all or part of the Services and Cubic shall be under no obligation to provide any or all the Services until all such undisputed amounts are paid.

#### **2.4.5 *Fee Adjustments for Third-Party Services or Equipment***

In the event that Cubic's costs for any third-party equipment or services required to provide the Services increase, Cubic reserves the right to increase the corresponding Fees payable by Customer. Cubic shall provide Customer with at least sixty (60) days' prior written notice of any such fee adjustment. Upon receipt of such notice, Customer may either (a) accept the fee adjustment, which will take effect at the end of the notice period, or (b) terminate the specific part of the Services affected by the fee adjustment by providing written notice to Cubic prior to the effective date of the change.

#### **2.4.6 *Renewal Terms***

Cubic shall be entitled to increase the Fees for Platform Services at the start of each Renewal Term.

### **2.5 *Data Rights and Protection***

#### **2.5.1 *Customer Data Ownership***

As between the Parties, Customer shall own all right, title, and interest in and to the Customer Data. Customer Data shall be treated as Customer's Confidential Information.

#### **2.5.2 *Cubic Data***

As between the Parties, Cubic shall own all right, title, and interest in and to the Cubic Data. Cubic shall collect, use, process, and share Cubic Data in accordance with the User Terms and Conditions, the Platform Privacy Policy, and all applicable laws. Cubic Data shall be treated as Cubic's Confidential Information.

#### **2.5.3 *Cubic Use of Customer Data***

Cubic may use and disclose Customer Data solely:

- i. To provide the Services to Customer and to otherwise perform its obligations under this Agreement;
- ii. In accordance with the Platform Privacy Policy;
- iii. For Cubic's internal business purposes, including to operate, manage, maintain, and improve Cubic's products and services;
- iv. On an aggregated and anonymized basis for business operations, provided that such use does not permit a third party to associate any data with Customer; and
- v. If required by a court order, law, or governmental agency, subject to the confidentiality provisions of this Agreement.

#### **2.5.4 *Security***

Cubic shall maintain and operate the Platform Services in compliance with its information security management policies, which will address, at a minimum:

- i. Compliance with applicable statutory, regulatory, and legal requirements, including PCI-DSS;
- ii. Implementation and maintenance of security practices in compliance with industry best practices; and
- iii. Organizational risk management, security monitoring practices, and physical security measures intended to protect its facilities and systems from loss, damage, or other occurrences that may result in the Platform Services being unavailable.

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## 2.6 Warranties and Disclaimers

### 2.6.1 Cubic's Express Warranties

Cubic warrants that:

- i. The Platform Services will be free from material defects and conform in all material respects to the descriptions set forth in the applicable Exhibits and Documentation, as updated by Cubic from time-to-time;
- ii. The Implementation Services will be performed in a professional manner by persons qualified and skilled in their occupations; and
- iii. It has and will maintain all necessary licenses, consents, and permissions necessary to perform its obligations under this Agreement.

### 2.6.2 Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS WARRANTIES MADE BY CUBIC IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE MADE AVAILABLE TO CUSTOMER "AS IS." CUBIC EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR TITLE.

### 2.6.3 Limitation of Liability for Service Use

Without limiting the foregoing disclaimer, Cubic will have no liability for any: (i) errors, mistakes, or inaccuracies of information not caused by Cubic; (ii) any unauthorized access to or use of the Services not caused by Cubic's breach of its security obligations; (iii) any interruption of transmission to or from the Services caused by third parties; (iv) any bugs, viruses, or trojan horses transmitted on or through the Services by any third party; or (v) any loss or damage of any kind incurred as a result of the use of the Services in a manner not authorized by this Agreement.

### 2.6.4 Cubic-Provided Warranty for Equipment

#### 2.6.4.1 Cubic Warranty Terms

Equipment warranty terms are as follows:

- i. Cubic proprietary equipment shall be covered by a one-year (1-year) warranty commencing from the date of delivery of such hardware ("Standard Warranty Period").
- ii. All other equipment, inclusive of non-Cubic proprietary equipment, shall only be warranted to the extent there is an OEM warranty applicable, copies of which will be provided to Customer.
- iii. Cubic's warranty liability is limited to the repair or replacement of faults not caused by misuse or abuse, or from normal wear and tear. Cubic's warranty liability excludes faults contributed to by Customer's failure to maintain the equipment in accordance with the written manuals, training materials or formal written maintenance instructions issued to Customer;
- iv. Warranty repairs may only be completed by Cubic.
- v. Consumable parts including brackets, cables, batteries, and accessories are excluded from the warranty. Customer may purchase such parts from Cubic or a third party providing that Customer shall be responsible for costs of repairing any damage caused to the Equipment caused by the use of any non-conforming consumable part not purchased from Cubic.

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#### **2.6.4.2 Non-Warranty Repair**

- i. All Equipment sent into Cubic for repair not under warranty will still require an RMA prior to shipping and will be subject to Cubic's then-current and published repair fees and policies. A minimum fee will be charged even if the device is found to have no fault or defect.
- ii. By submitting the non-warranty Equipment for repair, Customer agrees to pay Cubic's then current fees for parts, materials and labor needed for repairs.
- iii. Cubic shall not be under any obligation to perform non-Warranty repairs under this Section. Where no RMA is given, Cubic is not responsible for any unreceived, lost, or misdirected Equipment.

#### **2.6.4.3 Equipment Substitution**

Cubic may substitute or replace the Equipment, at no cost to Customer, with alternative Equipment at any time during the Term providing such Equipment shall provide at least the same functionality as the original Equipment.

### **2.7 Customer Obligations**

#### **2.7.1 Required Cooperation and Access**

Customer shall provide Cubic:

- A. All necessary cooperation in relation to this Agreement; and
- B. All necessary access to such information as may be required by Cubic in order to provide the Services, including but not limited to Customer Data, Transit Data, security access information and configuration services; and
- C. And its Subcontractors for trip planning purposes a non-exclusive, royalty-free, sublicensable, worldwide, non-exclusive right and license to access, use, distribute, modify, publicly perform, and display Transit Data, including the right to sublicense such rights to Subcontractors. Such right and license is valid only for the Term of the Agreement and shall terminate upon the expiration of the Agreement.

#### **2.7.2 Law and Regulation Compliance**

The Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement;

#### **2.7.3 Customer Responsibilities**

The Customer shall carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the Parties, Cubic may adjust any agreed upon timetable or delivery schedule as reasonably necessary and Customer shall be liable for any reasonable and demonstrable costs related to such adjustment;

#### **2.7.4 Licenses, Consents, and Permissions**

The Customer shall obtain and shall maintain all necessary licenses, consents, and permissions applicable to Customer that are required for Cubic, its subcontractors and agents to perform their obligations under this Agreement, including without limitation the Services;

#### **2.7.5 Network and System Compliance**

The Customer shall ensure that its network and systems comply with the relevant specifications provided by Cubic. Failure to do so that results in degradation or suspension or non-commencement of the Services shall not constitute a Breach of this Agreement on the part of Cubic.

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### 2.7.6 *Network and Telecommunication Links*

The Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Customer's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet.

### 2.7.7 *Data, Approvals, and Other Deliverables*

The Customer shall provide required data, approvals, and other deliverables as required by Cubic to perform its obligations, including any implementation schedules, under this Agreement.

### 2.7.8 *PCI-DSS Practices*

The Customer shall implement and execute PCI-DSS practice as required by the responsibilities assigned to the Customer including but not limited to security policies and operational procedures, inspection of equipment for tampering, and personnel training.

### 2.7.9 *Physical Access to Customer Buses, Trains, and Installation Sites*

The Customer shall permit Cubic and its agents reasonable access to Customer's buses, installation sites and to the premises in which Customer conducts its business and furnish to Cubic other information as Cubic may reasonably request for performance of the Services.

### 2.7.10 *Data Services*

The Customer shall, unless specifically agreed otherwise in writing, provide and maintain the data services required for the Equipment to communicate with the Platform Services.

### 2.7.11 *Customer-Managed Third Parties*

The Customer shall, unless otherwise specified in this agreement manage and be responsible for any Customer-Managed Third Parties.

### 2.7.12 *Public Relations and Marketing*

Unless otherwise specified in this Agreement and/or Exhibits, the customer shall be responsible for public relations and marketing as it relates to services provided by the Customer that utilize the Platform Services.

## 2.8 **Indemnity**

### 2.8.1 *Indemnification by Cubic for Intellectual Property Infringement*

- A. Cubic's Obligation. Subject to the procedures in Section 2.8.4 and the limitations in this Section 2.8.1, Cubic will defend any action brought by a third party against Customer, its Authorized Mobility Services Providers, its Mobility Service Operators, or their respective directors and employees (a "Customer Indemnified Party") to the extent that it is based on a claim that the Services, Software, Documentation, or Equipment, as provided by Cubic, infringes a third-party Intellectual Property Right. Cubic will pay the damages and costs finally awarded against such Customer Indemnified Party in such action that are attributable to such claim.
- B. Remedies. If a claim described in Section 2.8.1(a) has been asserted or Cubic reasonably determines such a claim may be asserted, Cubic may, at its sole option and expense, and as the sole and exclusive remedy of the Customer Indemnified Parties: (i) procure the right for Customer to continue using the affected materials; (ii) replace or modify the affected materials to be non-infringing while providing materially equivalent functionality; or (iii) if options (i) and (ii) are not commercially

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practicable, terminate the affected Services and refund to Customer any prepaid Fees for Services not received prior to the date of termination.

- C. Exclusions. Cubic shall have no liability or obligation under this Section this Section 2.8.1 to the extent that any infringement claim is based on:
- i. A modification of the Services, Software, or Documentation by Customer or any party other than Cubic or its authorized subcontractors;
  - ii. The combination, operation, or use of the Services, Software, or Equipment with any product, data, or business process not supplied or approved in writing by Cubic;
  - iii. Cubic's compliance with any designs, specifications, or instructions provided by or on behalf of Customer;
  - iv. Customer's use of the Services in a manner contrary to the Documentation or in violation of this Agreement;
  - v. Customer's continued use of the allegedly infringing materials after receiving notice from Cubic of the alleged or actual infringement; or
  - vi. Customer's material breach of this Agreement or violation of applicable laws in its use of the Services.
- D. Exclusive Remedy. THIS SECTION 2.8.1 STATES THE ENTIRE LIABILITY AND OBLIGATION OF CUBIC, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER INDEMNIFIED PARTIES, WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

### 2.8.2 *General Indemnity*

Cubic shall indemnify Customer Indemnified Parties from and against any and all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), due to the gross negligence or willful misconduct of Cubic, or any of its Subcontractors' performance of this Agreement. Cubic will defend such Customer Indemnified Party at Cubic's expense and pay the damages and costs finally awarded against such Customer Indemnified Party in such action, but only if:

- A. Customer notifies Cubic promptly and without delay upon learning of such claim;
- B. Cubic has sole control over the defense of the claim and any negotiation for its settlement or compromise; and
- C. Customer provides Cubic with all available information and assistance reasonably necessary for Cubic to defend such claim

### 2.8.3 *Indemnification Procedures*

An Indemnified Party seeking indemnification under this Section 2.8.4 shall: (a) notify the Indemnifying Party promptly upon learning of any claim; (b) grant the Indemnifying Party sole control over the defense of the claim and any negotiation for its settlement or compromise; and (c) provide the Indemnifying Party with all available information and assistance reasonably necessary to defend such claim. The failure to provide prompt notice will not waive any right to indemnification, except to the extent that the failure to provide notice materially prejudices the Indemnifying Party's ability to defend the claim.

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## 2.9 **Corrective Action Plans**

### 2.9.1 **Notification of Material Breach**

If Customer believes that Cubic is in material breach of this Agreement, and such breach is capable of being cured, Customer shall first provide Cubic with a detailed written notice requesting a Corrective Action Plan ("CAP Request"). This CAP Request must include specific, substantiated documentation and data that demonstrates the nature, scope, and impact of the alleged material breach. No CAP Request may be issued, and Cubic shall not be considered in breach, for any failure or delay caused by factors outside of Cubic's reasonable control, including but not limited to Customer's acts or omissions, failures of Customer-controlled systems, the performance of third-party services not subcontracted by Cubic (including internet service providers), or a Force Majeure Event.

### 2.9.2 **Corrective Action Plan (CAP)**

Following its receipt of a valid CAP Request, Cubic shall use commercially reasonable efforts to investigate the alleged material breach. Within thirty (30) business days, Cubic shall propose a written corrective action plan (the "Corrective Action Plan" or "CAP"). The content of the Corrective Action Plan, including the description of the proposed remedies and the timeline for implementation, shall be determined by Cubic in its reasonable discretion and good faith. The Corrective Action Plan will be provided to Customer for review and approval, and such approval shall not be unreasonably withheld, conditioned, or delayed.

### 2.9.3 **Implementation and Default**

Upon Customer's approval of the Corrective Action Plan, Cubic shall use commercially reasonable efforts to implement the CAP in accordance with the timeline specified therein. Only if Cubic (i) fails to provide a Corrective Action Plan within the timeframe set forth in Section 2.9.2 or (ii) fails to materially comply with a mutually approved Corrective Action Plan, shall Customer be entitled to issue a Default Notice pursuant to this Agreement.

## 2.10 **Term and Termination**

### 2.10.1 **Effective Date and Term**

This Agreement shall, unless otherwise terminated as provided in this Section 2.10, commence on the Effective Date and continue for the Initial Term as set in Exhibit A1. This agreement shall automatically renew (Renewal Term) unless either Party gives 180 Days' notice (per Notices to Customer in Exhibit A1) to the other Party of its intention not to renew. "Term" means the Initial Term and any Renewal Terms that have been exercised.

### 2.10.2 **Breach**

Either Party may, subject to this Section 2.10, terminate this Agreement if either Party breaches or defaults on any of the material provisions of this Agreement and such breach is not cured within the specified time in Section 2.9, then in addition to all other rights and remedies of law or equity or otherwise, then the Party not in default shall have the right to terminate this Agreement without any charge or liability, at any time thereafter.

### 2.10.3 **Breach for Missed Payment**

Either Party may terminate this Agreement by giving notice if the other Party does not make a payment within sixty (60) Calendar Days of the date such amount is due.

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#### **2.10.4 Immediate Termination**

Notwithstanding Section 12.1, Customer will have the right to immediately terminate the Agreement upon giving notice to Cubic where Cubic is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of Cubic's insolvency.

#### **2.10.5 Actions Upon Expiration or Termination of this Agreement**

Upon the expiration or termination of this Agreement for any reason:

- i. All rights and licenses granted under this Agreement to Customer shall immediately terminate;
- ii. each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party if requested to do so by the other Party;
- iii. Cubic may destroy or otherwise dispose of any of the Customer Data in its possession unless Cubic receives, no later than thirty (30) Days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then-most recent back-up of the Customer Data. Cubic shall use reasonable commercial efforts (and subject Section 3.2.2.6, Transition Out Services) to deliver the back-up to Customer within thirty (30) Days of its receipt of such request, provided that Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Customer shall pay all reasonable expenses incurred by Cubic in returning or disposing of Customer Data;
- iv. any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
- v. Sections 3.10, 3.12, 5, 6, 7, 9, 10, 12, 15, 16, 27, and 28 will survive any termination or expiration of this Agreement.

#### **2.10.6 Holdover and Retroactive Payment**

In the event this Agreement expires or is terminated while the Parties are actively negotiating a renewal or successor agreement, and the Customer continues to access or use the Services (the "Holdover Period"), the terms and conditions of this Agreement shall remain in full force and effect regarding such use. Upon execution of the renewal or successor agreement, Cubic shall invoice the Customer for the Holdover Period at the rates set forth in the renewal or successor agreement (the "Retroactive Fees"). If the Customer has paid fees during the Holdover Period at the expired rate, the Customer shall pay the difference between the expired rate and the new rate. Additionally, unless the delay in executing the renewal or successor agreement is reasonably attributable to Cubic, the Customer shall pay a late fee on the Retroactive Fees calculated in accordance with the interest rate provisions set forth in Section 2.4.4.

### **2.11 Suspension of Services**

#### **2.11.1 Reasons for Cubic Suspension**

Cubic may suspend its provision of the Platform Services, in its sole discretion, if it reasonably believes that:

- i. Customer or a User is engaged in or has experienced any activity that materially harms Platform Services, or Cubic's ability to operate and maintain the same;
- ii. a security incident has occurred; or
- iii. Customer has engaged in any fraudulent or illegal activity or any activity that could result in legal liability.

#### **2.11.2 Efforts Made by Cubic**

Cubic will use reasonable efforts under the circumstances to:

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- i. provide prior written notice of such suspension, which notice shall include a reasonable explanation and description of the basis for its intended suspension to allow Customer to respond (to the extent practicable), mitigate and/or cure the underlying circumstances, if curable; and
  - ii. limit such suspension to the extent necessary to mitigate the prospective harm. Any such suspension may continue until the event causing such suspension has been cured or until Cubic has received satisfactory assurances that such event will not recur. To the extent the issue that gave rise to a suspension is caused by Customer, Customer shall take all reasonable measures to remedy the issues as expeditiously as possible.

## 2.12 **Force Majeure**

Except for payment obligations, neither Party shall have any liability to the other Party under this Agreement if a Party is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or any other party), failure of a utility service or transport or telecommunications network, acts of God, war, epidemic, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default, equipment failures, shortages in transportation, service failures or delays in the performance of suppliers or sub-contractors, or the inability to obtain labor or raw materials provided that the other Party is notified of such an event and its expected duration and the anticipated impact to the Services provided under this Agreement.

## 2.13 **Limits of Liability**

### 2.13.1 **No Consequential Damages**

To the maximum extent permitted by applicable law, neither party will have any liability for any indirect, special, incidental, punitive or consequential damages (including, as a result of any delay in rendering service,, loss of data, loss of use, or the loss of profit or revenue) arising out of or in connection with these terms, however caused, and under whatever cause of action or theory of liability brought (including under any contract, negligence or other tort theory of liability) even if such party has been advised of the possibility of such damages.

### 2.13.2 **Liability Cap**

To the maximum extent permitted by applicable law, in no event shall Cubic's liability for any claim arising out of or in connection with these terms (when aggregated with its liability for all other claims arising out of or in connection with these terms) exceed the greater (a) that amount specified in Exhibit A1 and (b) the amounts paid by customer to Cubic during the 12-month period immediately preceding the incident giving rise to such liability

### 2.13.3 **Exceptions**

The exclusions and limitations of liability in this Section shall not apply to

- A. a breach by a party of its confidentiality obligations under this agreement;
- B. a party's indemnification obligations under Section 2.8 of this agreement (or any amounts paid or payable in connection with such obligations);
- C. a party's liability for personal injury or physical harm; or
- D. customer's breach of section 2.1.2.

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## 2.14 Confidentiality

### 2.14.1 Definitions

Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

- A. is or becomes publicly known other than through any act or omission of the receiving Party;
- B. was in the other Party's lawful possession before the disclosure;
- C. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
- D. is independently developed by the receiving Party, which independent development can be shown by written evidence.

### 2.14.2 Confidence

Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

### 2.14.3 Reasonable Actions for Protection

Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

### 2.14.4 Customer Acknowledgement

Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Cubic's Confidential Information.

### 2.14.5 Cubic Acknowledgement

Cubic acknowledges that the Customer Data is the Confidential Information of Customer.

### 2.14.6 Agreement Protections

The provisions of this Agreement are the Confidential Information of each Party

### 2.14.7 Required Disclosure of Confidential Information

If a Party is required to disclose the Confidential Information of the other Party in accordance with judicial or governmental order or requirement, including the Arkansas Freedom of Information Act, it shall promptly notify the other Party so that the other Party may contest the order or requirement or seek confidential treatment for such information.

### 2.14.8 Public Acknowledgement of This Agreement

No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

### 2.14.9 Breach of Confidentiality Provisions

The Parties acknowledge that breach of any confidentiality provisions (including but not limited to those relating to the protection of all personal information) may cause irreparable harm to the other Party or to any third-party to whom the other Party owes a duty of confidence, and that the injury to the other Party or to any

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third-party may be difficult to calculate and inadequately compensate in damages. The Parties each agree that the other Party is entitled to seek injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of such confidentiality provisions.

## **2.15 Assignment**

### **2.15.1 Consent for Transfer**

Neither Party may, without the prior written consent of the other Party, assign or transfer its rights or obligations under this Agreement.

### **2.15.2 Cubic Assignment**

Notwithstanding Section 2.15.1, Cubic, in its discretion, may assign the Agreement in connection with the sale of all or substantially all its assets, equity interests or business or to any affiliated entity.

### **2.15.3 Binding and Inurement**

Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns, as set out herein. Any attempted assignment in violation of this Section 2.15 shall be null and void.

## **2.16 Required Terms and Conditions**

The Parties shall comply with the requirements of Exhibit E, if applicable.

## **2.17 Conflict**

If there is an inconsistency between any of the provisions in the main body of this Agreement (Section 2) and the Exhibits (Section 3), the provisions in the main body of this Agreement shall prevail.

## **2.18 Variation**

Except as otherwise provided herein, no amendment to, or waiver of, any provision of these terms will be effective unless in writing and signed by both Parties.

## **2.19 No Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **2.20 Rights and Remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **2.21 Severance**

Each provision of this Agreement shall be viewed as separate and distinct, and in the event that any provision shall be deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, the court or arbitrator finding such illegality, invalidity or unenforceability shall modify or reform these terms to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed shall be deleted and the remaining provisions of these terms shall continue in full force and effect.

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## 2.22 Entire Agreement

### 2.22.1 *This Agreement Supersedes Any Previous Agreements*

This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

### 2.22.2 *Delivery of the Scope Within This Agreement*

- A. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- B. Cubic's performance of the Services may be subject to or reliant upon Customer's acts or omissions. Where Customer fails to perform such act or omission, whether set out in this Agreement or otherwise agreed between the Parties, Cubic may, on written notice to Customer, adjust any agreed upon timetable or delivery schedule as reasonably necessary and Customer shall be liable for any reasonable and demonstrable costs related to such adjustment.

## 2.23 No Partnership or Agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other Party in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 2.24 Third-Party Rights

This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns).

## 2.25 Notices

Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class mail or internationally recognized overnight courier to the other Party at its address set out in Exhibit A1, or such other address as may have been notified by that Party for such purposes. All notices must include delivery receipts, such as proof from the carrier that the notice was delivered; all notices shall be deemed to have been received when delivered.

## 2.26 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the state or province specified in Exhibit A1 without regard to its laws on personal jurisdiction. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any related transaction between the Parties.

## 2.27 Disputes

If a dispute arises with regard to this Agreement which is not resolved informally by the Parties, the Parties will escalate such dispute to senior management, with the intention of reaching resolution within 30 Business Days. In the event of any dispute under this Agreement that cannot be resolved within such 30 Business Day period, by the Parties, after using commercially reasonable efforts to do so, either Party may initiate litigation in a court of competent jurisdiction to resolve the dispute.. The Parties agree that any litigation filed relating to

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this Agreement shall be filed in the federal or state courts located in Sebastian County, Arkansas, Fort Smith District and the Parties consent to the jurisdiction and venue of such courts.

## 2.28 **Compliance with Laws and Operational Adjustments**

Each Party, in exercising its rights and performing its obligations under this Agreement, shall comply with all applicable local, state, national, and international laws, tariffs, governmental rules, and regulations. Customer acknowledges and agrees that Cubic may, from time to time, be required to make modifications to its operations, supply chain, or choice of material suppliers to comply with such laws or regulations. Such compliance-driven modifications and cost impacts shall not be deemed a breach of this Agreement. Cubic commits to using commercially reasonable efforts to implement any such changes in a manner that ensures the consistent and timely delivery of the goods and services hereunder. Furthermore, in the event there is a change in law or regulation that causes a material change in cost to Cubic, then the Fees set out in Exhibit E1 may be adjusted to reflect a reasonable share of such change in costs.

## 2.29 **Insurance**

### 2.29.1 ***Cubic-Provided Insurance***

During the Term, and at Cubic's sole expense, Cubic shall procure and maintain the insurance coverages described in Exhibit E3.

### 2.29.2 ***Certificate of Insurance***

If requested by Customer, Cubic shall furnish to Customer, once each calendar year, a Certificate of Insurance which shall certify Cubic's insurance policy adequately covers the insurance obligations under this Agreement.

## 2.30 **Miscellaneous**

Both Parties will comply with the other Party's on-site access and COVID-19 procedures as applicable to performing work within sites. Each Party will provide such policies in advance as requested by the other Party.

## 2.31 **Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, effective as of the Effective Date.

[SIGNATURE NEXT PAGE]

2.32 **Signatures**

**Customer Name as Specified by Exhibit A1**

**Cubic Transportation Systems, Inc.**

By: \_\_\_\_\_  
(Authorized Signature)

By: Anastasia Cunningham-Thomas  
Anastasia Cunningham-Thomas (Feb 18, 2026 10:49:49 EST)  
\_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: Anastasia Cunningham-Thomas  
\_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Title: Regional Counsel/Director of Contracts NAM  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: 2/18/2026  
\_\_\_\_\_

### 3. EXHIBITS

The following services comprise the Platform Services in scope of this Agreement.

| Exhibit #                                | Exhibit Title                               | Notes                               |
|--|---|-------------------------------------|
| <b>Exhibit A: Introduction</b>           |   | Always included                     |
| <b>Exhibit A1</b>                        | Specific Contract and Customer Terms        | <input checked="" type="checkbox"/> |
| <b>Exhibit B: Core Platform Services</b> |   | Select ONE of the following:        |
| <b>Exhibit B1</b>                        | Umo Platform Service Description            | <input checked="" type="checkbox"/> |
| <b>Exhibit B2</b>                        | cFlex Platform Service Description          | <input type="checkbox"/>            |
| <b>Exhibit C: Component Services</b>     |   | Select all that apply               |
| <b>Exhibit C1</b>                        | CubicPay Services [cEMV Support]            | <input checked="" type="checkbox"/> |
| <b>Exhibit C2</b>                        | Platform Support Services                   | <input checked="" type="checkbox"/> |
| <b>Exhibit C3</b>                        | Card Services                               | <input checked="" type="checkbox"/> |
| <b>Exhibit C4</b>                        | Trip Planning Services                      | <input checked="" type="checkbox"/> |
| <b>Exhibit C5</b>                        | InComm Retail Network Services              | <input checked="" type="checkbox"/> |
| <b>Exhibit C6</b>                        | Installation Services                       | <input type="checkbox"/>            |
| <b>Exhibit C7</b>                        | API Access Services                         | <input type="checkbox"/>            |
| <b>Exhibit C8</b>                        | Enterprise Program and Integration Services |                                     |
| <b>Exhibit D: Implementation</b>         |   | Select ONE of the following:        |
| <b>Exhibit D1</b>                        | Umo Platform Implementation Services        | <input checked="" type="checkbox"/> |
| <b>Exhibit D2</b>                        | cFlex Platform Implementation Services      | <input type="checkbox"/>            |
| <b>Exhibit E: Commercials and Legal</b>  |   | Select all that apply               |
| <b>Exhibit E1</b>                        | Fees  | <input checked="" type="checkbox"/> |
| <b>Exhibit E2</b>                        | Documentation                               | <input checked="" type="checkbox"/> |
| <b>Exhibit E3</b>                        | Insurance Requirements                      | <input checked="" type="checkbox"/> |
| <b>Exhibit E4</b>                        | Required Terms                              | <input checked="" type="checkbox"/> |
| <b>Exhibit E5</b>                        | Fare Collection as a Service (FCaaS) Option | <input type="checkbox"/>            |

3.1 **Exhibit A: Summary**

3.1.1 **Exhibit A1: Specific Contract Summary**

| Item                       | <b>[CONTRACTS TO FILL OUT]</b>   |
|----------------------------|--|
| <b>Cubic Entity</b>        | Cubic Transportation Systems, Inc.   |
| <b>Effective Date</b>      |  |
| <b>Customer Name</b>       | City of Fort Smith, AR   |
| <b>Initial Term Length</b> | 3 years  |
| <b>Renewal Term Length</b> | Two (2) options for (1) year Renewals  |
| <b>Liability Cap</b>       | The amounts paid by customer to Cubic during the 12-month period immediately preceding the incident giving rise to such liability.   |
| <b>Currency</b>            | USD  |
| <b>Notices to Customer</b> | City of Fort Smith Transit Department<br>Attn: Gregory A. Carthon, Transit Operation Program Specialist<br>6821 Jenny Lind Road<br>Fort Smith, AR 72908<br>Copy to: <a href="mailto:Transit@fortsmithar.gov">Transit@fortsmithar.gov</a>   |
| <b>Notices to Cubic</b>    | Cubic Transportation Systems, Inc.<br>Attn: Legal Department<br>c/o Cubic Transportation Systems Limited<br>9233 Balboa Avenue<br>San Diego, CA 92123<br><a href="mailto:Ab.jenkins@cubic.com">Ab.jenkins@cubic.com</a><br>Copy to: <a href="mailto:UmoContracts@cubic.com">UmoContracts@cubic.com</a> |
| <b>Governing Law</b>       | Arkansas   |

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## 3.2 Exhibit B: Core Platform Services

### 3.2.1 Exhibit B1: Umo Platform Services Description

#### 3.2.1.1 Umo Platform Service Description

The Umo Service is a cloud-based electronic fare collection service provided on an as-a-service basis.

The Umo Service shall provide the following functionality:

- Process fare and other mobility transactions through Umo Pass compatible devices from a variety of Umo compatible fare media including Umo pass cards
- Available products and fare rules include, but are not limited to:
  - Passes (Calendar, Time, Trip)
  - Transfers
  - Fare Capping
  - Special Fare Program Passes
  - Special Fare Program Positive List
  - Discount and Special Fare Program Benefit Codes
- Enable the purchase of fare and other supported mobility services products through a mobile application and end-user website;
- Enable the Customer to support end-users using web-based support and end-user account management functions;
- Enable the Customer to set-up and administer special fare programs and institutional program partners;
- Enable the Customer to create and export reports for financial reporting and service management including transaction level reports.

#### 3.2.1.2 Umo Platform Configuration Specific Cubic Obligations

- Configure product and fare rules on behalf of the Customer as defined in the Implementation Services scope in Exhibit D1.
- Configure any such other Umo Service parameters that cannot be configured by the Customer itself through the Platform configuration tools.

#### 3.2.1.3 Umo Platform Specific Customer Obligations

- Determine the fare rules and products to be configured on the Umo Pass Service for the Initial Implementation Services for Revenue Collection commencement and onwards through the Term.
- Validate and in a timely manner, approve fare rule and configuration changes
- Unless otherwise specified in this Agreement, provide general User customer support services for the Umo Services including pass redemption, refunds, and instruction on use and troubleshooting.
- Perform fare product sales through physical sales locations (such as, but not limited to, Customer ticket windows).
- Encourage and promote use of the Umo service through rider alerts, social media and demonstration events. The Customer will, with reasonable effort, incentivize riders to use the Umo Platform in lieu of cash.
- Establish and implement a phased rollout schedule for introduction of fare products and fare media, to be supplied by Customer.
- Operate and maintain an AVL system capable of providing driver login and bus route and location information (as per Attachment 2 to Exhibit E2) or perform manual login of readers to route to the Umo Platform via the Umo Administrative Portal.
- Provide the mobile data plans or network connections for use by equipment that needs to communicate with the Umo Services.
- Enter and maintain, where applicable, inter-agency or inter-operator agreements with the Authorized Mobility Services Providers and Mobility Service Operators.

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#### 3.2.1.4 Additional Umo Pass Specific Terms

- A. Cubic shall not be liable for any failure or degradation of the Umo Services to the extent caused by the failure, inaccuracy, or unavailability of the Customer's AVL system or the data provided therefrom.
- B. Platform Privacy Policy: <https://umomobility.com/app/privacy-policy/>

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### 3.2.2 *Exhibit B2: cFlex Platform Services Description*

#### 3.2.2.1 **cFlex Service Description**

The cFlex Service is a cloud-based, open-loop payment processing overlay provided on an as-a-service basis. It is designed as an extension for a Customer's existing closed-loop transit fare system to enable the acceptance of contactless EMV payments ("tap-to-pay") from credit cards, debit cards, and mobile wallets.

The cFlex Service processes these open-loop payment taps from the Customer's field devices and routes the transactions through the CubicPay Service (Exhibit C1) for fare calculation, authorization, and settlement.

#### 3.2.2.2 **Specific Cubic Obligations**

Cubic shall:

- A. Provide and operate the back-end cFlex payment processing overlay service.
- B. Integrate the cFlex Service with the Customer's existing fare calculation engine to determine the correct fare for open-loop transactions.
- C. Maintain PCI-DSS compliance for all cFlex Service components provided by Cubic.

#### 3.2.2.3 **Specific Customer Obligations**

The Customer shall:

- A. **Maintain Existing System.** Be solely responsible for providing, operating, and maintaining its own pre-existing, fully functional closed-loop fare collection system, including its fare engine and any associated software.
- B. **Provide and Maintain Certified Validators.** Ensure that all validation devices used in its transit system to accept open-loop payments have achieved and maintain Visa Global Level 3 (L3) eEMV certification, or that Customer has obtained and maintains an appropriate L3 waiver from all applicable payment schemes for the duration of the Term. Furthermore, Customer shall be solely responsible for the ongoing physical maintenance, operational status, and network connectivity of such devices to ensure they remain in good working order and are capable of communicating with the cFlex Service.
- C. **Ensure Fare Calculation Accuracy.** Be solely responsible for the accuracy and proper functioning of its fare engine and the fare rules applied to transactions processed by the cFlex Service.
- D. **Manage Closed-Loop System.** Be responsible for all aspects of its closed-loop system, including card issuance, stored value management, and customer support related to its proprietary media.

#### 3.2.2.4 **Additional cFlex Specific Terms**

- A. **Service Prerequisite.** The Customer acknowledges that the cFlex Service is an overlay and is entirely dependent on the Customer's pre-existing, L3-certified closed-loop system. The cFlex Service cannot function independently and will not be provided in the absence of a compliant underlying system.
- B. **Disclaimer of Liability.** Cubic shall not be liable for any failure, inaccuracy, or degradation of the cFlex Service, including but not limited to any failure to process transactions or collect fares, to the extent caused by: (i) the Customer's underlying closed-loop system, its fare engine, or its network; or (ii) the failure of Customer's validation devices, whether due to lack of proper maintenance, physical damage, software issues not caused by Cubic, loss of power or network connectivity, or failure to maintain the required L3 certifications or waivers.
- C. **Integration Services.** Any development, consulting, or support work required from Cubic to integrate the cFlex Service with the Customer's specific fare system or third-party components shall be considered Professional Services and is subject to a separately executed Statement of Work or Change Order.

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### 3.3 Exhibit C: Component Services

#### 3.3.1 Exhibit C1: CubicPay Services

##### 3.3.1.1 CubicPay Services Description

- A. CubicPay Service is a cloud-based tokenization and payment gateway provided on an as-a-service basis.
- B. The CubicPay Service shall provide the following functionality:
  - a. E-commerce Transaction Processing: Process credit and debit card payment transactions from the Umo mobile application, Umo end-user website and Umo customer service interface to the applicable merchant acquiring service for authorization and settlement.
  - b. Retail Transaction Processing: Process credit and debit card payment transactions from Umo Platform certified ticket vending machines (TVM OEMs currently supported include Cubic, BEA-TT, VenTek, and Flowbird) and other retail payment devices.
  - c. Open Payment Processing, if applicable:
    - i. Process contactless EMV fare and mobility payment taps from physical or virtual (through compatible mobile wallets such as Apple Pay and Google Pay) bank and debit cards issued by compatible card schemes at CubicPay certified devices (Mobility Payment Taps);
    - ii. Route Mobility Payment Taps to the Umo Platform for fare calculation and recording;
    - iii. Route resulting bank and debit card transactions to applicable merchant acquiring service for authorization and settlement;
    - iv. Tokenization;
    - v. Securely encrypt and store bank and debit card credentials in a PCI-DSS certified tokenization solution;
    - vi. Maintain and make available to CubicPay certified devices a list of blocked credit and debit card credentials;

##### 3.3.1.2 CubicPay Specific Cubic Obligations

- A. Configure and maintain the configuration of the CubicPay Service;
- B. Ensure compatibility and maintain certification of the CubicPay Service with the Umo Pay standard product supported merchant acquiring service;
- C. Ensure the on-going compliance of the Cubic Pay Service with the PCI-DSS standard;
- D. Integrate and maintain the integration between the Cubic Pay Service and the Umo Pass Service

##### 3.3.1.3 CubicPay Specific Customer Obligations

- A. The Customer shall establish and maintain, a merchant account with a payment acquirer from Cubic's list of standard support acquirers (currently Moneris and FiServ) for the duration of the Term.
- B. The Customer shall provide Cubic with any configuration information and other reasonably required assistance to configure and maintain the configuration of such Merchant Facility.

##### 3.3.1.4 Additional CubicPay Specific Terms

- A. The Customer shall bear any fraud or revenue risk as it relates to the acceptance of credit and debit cards by the Customer on the Umo Platform.
- B. To the extent the Payment Gateway is not provided by the Merchant Acquirer, the Customer shall pay the applicable Payment Gateway fees on a passthrough basis unless otherwise agreed between the Parties in Exhibit E1.
- C. To the extent the Customer requires, and Cubic agrees, to support a Merchant Acquirer not offered as part of the standard Umo Pay Service offering, the Customer shall pay the applicable Merchant Acquirer establish and maintenance fees as agreed between the Parties in accordance with Exhibit E1 or as established in a mutually-agreed-upon Statement of Work.

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### 3.3.2 **Exhibit C2: Platform Support Services**

The purpose of this Exhibit is to describe the support and warranty services provided by Cubic to the Customer for the Umo Services.

The following section sets out which Umo Support Services described in this Exhibit A3 have been purchased and are included in this Agreement.

For the purposes of this Exhibit, an “Incident” is an issue with the Umo Services impacting the availability of functionality or services.

#### 3.3.2.1 **Service Delivery Management**

- A. Cubic will assign a service delivery manager (“Service Delivery Manager”) to act as the primary person responsible for managing the service relationship between the Customer and Cubic under this Agreement.
- B. The Service Delivery Manager has primary responsibility to:
  - a. Track and manage to resolution configuration and other change requests in relation to the Umo Services;
  - b. Manage and resolve service delivery issues as an escalated point of contact; and
  - c. Meet regularly (monthly or as otherwise mutually agreed with the Customer) to review Cubic’s service performance with the Customer.

#### 3.3.2.2 **Cubic Help Desk**

- A. Support comprises of technical and knowledge support to the Customer including:
  - a. to escalate Incidents to relevant resolver groups and provide overall Incident management;
  - b. to assist the Customer with general enquiries in connection with the Umo Services;
  - c. to launch the RMA process.
- B. Where applicable any resolver groups will provide the Customer with:
  - a. instructions on how to resolve the issue being experienced; and/or
  - b. results of diagnostics and investigations with details on what actions will be carried out by Cubic to resolve the Incident; and/or
  - c. the deployment of a workaround; and/or
  - d. to notify the customer that the Incident is to be resolved through the release of software

#### 3.3.2.3 **Software Hosting and Maintenance Services**

- A. Cubic will use commercially reasonable efforts to provide updates and new versions of the Umo Services to Customer as they are made generally available to its customers. Cubic may schedule intentional downtime for system maintenance or upgrades. Cubic will strive to minimize downtime for maximum availability of the Umo Services.
- B. Cubic will be responsible for the operation and availability of the Back Office and to use commercially reasonable efforts to downgrade any major issues in the Back Office and to use commercially reasonable efforts to (i) provide Customer with an initial response to any reported major issue within four (4) business hours, and (ii) work diligently to provide a workaround or permanent resolution to such major issue as soon as reasonably practicable. Major issues are defined as issues that prevent passengers from using the Umo Services or prevent the Customer from collecting revenue, that are not a Support Exclusion.
- C. Cubic reserves the right to perform scheduled maintenance of the platform during non-core business hours. Non-core business hours are defined as 10:00 pm to 2:00 am (Pacific Time Zone). Cubic maintains a standing scheduled maintenance window of either 10:00 pm to 2:00 am (Pacific Time Zone) or 10:00 pm to 2:00 am (Pacific Time Zone) once a month on Sunday (“Scheduled Downtime”). Cubic may schedule additional Scheduled Downtimes outside of the current once-a-month schedule by providing notification to Customer at least three (3) Business Days in advance; this notification will be provided via the agreed upon communication protocol to designated support representatives.
- D. Additionally, any downtime caused by factors outside of Cubic’s reasonable control do not factor into the availability of the Umo Services, including any force majeure event, internet service, cloud hosting, cellular or communications network provider availability outside of Cubic’s platform, any

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downtime resulting from outages of third-party connections or utilities, and actions or inactions of the Customer.

- E. Cubic reserves the right to perform emergency maintenance at any time and without prior notice if such maintenance is deemed necessary by Cubic in its reasonable discretion to address a critical system failure or to maintain the security or integrity of the Umo Services, its data, and its underlying infrastructure. Downtime resulting from such emergency maintenance shall not be counted against any service level availability commitments. Cubic will use commercially reasonable efforts to provide notice to Customer as soon as practicable following the commencement of any emergency maintenance.
- F. "Support Exclusions" are those items that Cubic is not responsible for providing support hereunder for failures to the extent caused by: (a) Customer or third party supplied infrastructure or internet, communications or network failures; (b) modifications to the Equipment; (c) use of the Equipment or the Umo Services in combination with other products not intended to be so combined, or otherwise not specifically authorized in writing by Cubic; (d) use in violation of the Agreement or its Exhibits; (e) Force Majeure events; or (e) use of the Equipment or the Umo Services in a manner inconsistent with the Documentation.

#### **3.3.2.4 Configuration Services**

Cubic will be responsible for:

- A. Configuration management and control.
- B. Provision and maintenance of configuration Documentation.
- C. Coordination and management of the configuration of the services in conjunction with the Customer.

#### **3.3.2.5 Hardware Maintenance Services**

- A. Customer is responsible for all "first level" of support and maintenance to address hardware defects in accordance with any maintenance instructions issued by Cubic, including, but not limited to, cleaning of the Equipment, and protection of Equipment from damage and temperatures above or below reader tolerances specifications, de-installation of faulty Equipment, replacement with a spare, and return of the faulty Equipment to Cubic if needed. The Customer shall return malfunctioning readers to Cubic for repair/replacement in accordance with Cubic's return maintenance authority processes.
- B. All Equipment not repaired by the Customer through "first level" support at a Cubic designated facility, Cubic shall be responsible for repairing at the discretion of the Customer.
- C. Where Customer is unable to rectify a hardware fault, Customer may report any hardware failure to their assigned Service Delivery Manager with the following information:
  - a. Date the Equipment fault was discovered
  - b. Equipment type
  - c. Equipment serial number
  - d. Detailed description of the Equipment fault
  - e. Detailed description of Customer first-level support steps taken to resolve the fault
  - f. A statement as to whether the Equipment repair should be covered under warranty
- D. If the Equipment fault cannot be repaired remotely, Cubic shall provide a Return Merchandise Authorization Number ("RMA") to Customer authorizing the return of faulty Equipment to be repaired or replaced under warranty as per the Warranty and Extended Warranty clause below.
- E. Customer shall be responsible for all costs of shipping repairs to Cubic for Equipment not covered under a valid warranty, including Equipment returned with no fault found or with issues not covered by an applicable warranty. Cubic shall be responsible for all costs of shipping repaired or replaced units to Customer.
- F. Unless otherwise agreed between the Parties during the implementation phase, the assumed RMA model will involve returning Equipment for warranty service directly to Cubic on being issued a RMA.
- G. If the faulty Equipment is under warranty and does not show signs of physical damage or tampering, Cubic will repair the Equipment at no cost to the Customer.
- H. Cubic shall perform the following maintenance activities on all Equipment sent into Cubic for repair:
  - a. Confirm whether the Equipment is under warranty
  - b. Take receipt of Equipment sent to Cubic and verify an RMA number was issued
  - c. Investigate the alleged Equipment fault

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- d. Perform any necessary repairs on the Equipment to rectify the fault
  - e. Test the Equipment to ensure it is in good working order prior to its return to the Customer

### **3.3.2.6 Transition-Out Services**

- A. Cubic will support the Customer as reasonably required to transition the Customer out of the Umo Services on termination if required, including but not limited to:
  - a. Preparing and delivering to the Customer in a mutually agreed data format an export of the Customer Data (where the Customer elects not to utilize tools built into the Umo Services to extract such Customer Data).
  - b. Providing knowledge support as reasonably required by Customer staff or contractors to receive and utilize the exported Customer Data.
- B. Transition out services will be determined on a case-by-case basis in a mutually-agreed-upon Scope of Work, follow the Change Order process, and use the then-year Cubic Professional Services labor rates.
- C. Transition out services are not available for such Customer Data of a highly PCI-DSS or privacy sensitive nature such as tokenized credit and debit card details.

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### 3.3.3 **Exhibit C3: Card Services**

#### 3.3.3.1 **Card Services Description**

- A. Card Services comprises of Card Procurement and Card Encoding, managed exclusively by Cubic.
- B. Card Procurement comprises of Cubic ordering and managing the delivery of Umo Cards from qualified Card manufacturers (“Card Orders”).
  - a. Card orders will be placed by the Customer by submitting a Card order request.
  - b. Card orders will be delivered to Cubic’s service facility for Card Encoding or, where encoded by the manufacturer, to work with the Umo Services directly to the Customer’s nominated ship-to location.
- C. Card Encoding is the service wherein Cubic encodes Umo Cards to be compatible with the Umo Services by placing a card image and associated security keys onto the Umo Cards. All Umo Cards must be procured and encoded through the processes managed by Cubic.

#### 3.3.3.2 **Cubic Obligations**

- A. With respect to Card Procurement, Cubic shall:
  - a. Upon receipt of a Card Order request from the Customer, use commercially reasonable efforts to obtain binding quotes from its qualified suppliers.
  - b. Provide a formal, all-inclusive quote to the Customer for the total cost of the Card Order. The price quoted shall be fixed for a period of thirty (30) days.
  - c. A Card Order will be processed only upon Cubic’s receipt of a valid Purchase Order from the Customer that matches the price and terms of Cubic’s quote.
  - d. Manage placed orders with manufacturers until the Umo Cards are received by Customer and use commercially reasonable efforts to resolve any issues with such orders.
- B. With respect to Card Encoding, Cubic shall:
  - a. Perform Card Encoding to agreed timelines for each Card Order, taking into account the size of the Card Order, available staffing, and other Card Encoding obligations.
  - b. Ship the encoded cards in bulk to the Customer-designated receiving location upon the completion of encoding.

#### 3.3.3.3 **Customer Obligations**

With respect to Card Procurement, Customer shall:

- A. Monitor stock levels of Umo Cards and initiate Card Orders to maintain supply, taking into account manufacturing and shipping lead-times
- B. Provide and approve Card designs (printed images) subject to the Umo Card Specification and brand Umo brand usage guidelines.
- C. Issue a valid Purchase Order to Cubic to confirm its acceptance of a formal quote and to initiate the placement of a Card Order.

#### 3.3.3.4 **Additional Card Service Terms**

For fare media procured by Cubic, title and risks shall pass to the Customer on the fare media being delivered to the Customer’s specified delivery location.

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### 3.3.4 **Exhibit C4: Trip Planning Services**

#### 3.3.4.1 **Trip Planning Description**

The Trip Planning Service enables Users to perform door-to-door journey planning within the Umo Services platform. The service utilizes the Customer's transit data to provide Users with up-to-the-minute information on predicted departure and arrival times, real-time vehicle GPS locations, and service alerts to facilitate accurate and convenient trip planning.

The scope of the Trip Planning Service is limited to transit services provided by the Customer's and its Authorized Mobility Services Providers' owned and operated vehicles. The service expressly excludes trip planning for third-party micro-mobility providers, such as independently owned and operated bikeshares, scooter shares, or ride-hailing services, unless otherwise agreed via a Change Order.

#### 3.3.4.2 **Cubic Specific Obligations**

Cubic shall:

- A. Ingest and process the GTFS-Static and GTFS-RT data feeds provided by the Customer.
- B. Provide the trip planning functionality within the Umo mobile application and/or end-user website, allowing Users to plan journeys using the Customer's transit services.
- C. Present the trip planning results, including routes, schedules, and real-time vehicle information, to Users through the Umo Services interface.

#### 3.3.4.3 **Customer Specific Obligations**

The Customer shall:

- A. Provide and Maintain GTFS Feeds. Be solely responsible for providing, hosting, and maintaining complete, accurate, and compliant GTFS-Static and GTFS-RT data feeds. These feeds must be continuously maintained and updated in accordance with the then-current Global Transit Feed Specification for the duration of the Term.
- B. Host GTFS Feeds. Host the GTFS feeds at a stable, publicly accessible web URL and provide Cubic with the location of said URL.
- C. Grant Access Rights. Grant Cubic and its subcontractors a non-exclusive, royalty-free, worldwide right and license to access, use, copy, and process the Customer's GTFS feeds for the sole purpose of providing the Trip Planning Service under this Agreement.
- D. Maintain Privacy Policies. Ensure it has and maintains appropriate privacy policies and provides all necessary disclosures to its Users regarding the collection and use of precise location information as required to use the Trip Planning Service.

#### 3.3.4.4 **Additional Trip Planning Terms**

- A. Dependency on Customer Data. The Customer acknowledges and agrees that the accuracy, availability, and performance of the Trip Planning Service are entirely dependent on the quality, completeness, and timeliness of the GTFS feeds provided and maintained by the Customer.
- B. Disclaimer of Liability. Cubic shall not be liable for any failure, inaccuracy, or degradation of the Trip Planning Service, including but not limited to incorrect trip plans, schedules, or vehicle locations, to the extent that such issues are caused by deficient, inaccurate, incomplete, or unavailable GTFS feeds from the Customer. The failure of the Customer to maintain its GTFS feeds may result in the Trip Planning Service being partially or wholly non-functional, and such an event shall not be considered a breach of this Agreement by Cubic.

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### 3.3.5 *Exhibit C5: InComm Retail Network Services*

#### 3.3.5.1 Introduction and Commercial Principles

Additional terms apply where the Customer exercises the option to utilize the InComm Retail Network (“InComm Services”) for the load of stored value and/or Umo Card distribution. The following sections describe the InComm Services and the respective roles of the Customer, Cubic, and InComm.

The Parties acknowledge that the terms applicable to the InComm Services will require a direct agreement between the Customer and InComm. Cubic is not a party to such an agreement. Cubic and Customer agree to negotiate any related terms in good faith based on the following commercial principles:

- A. **Third-Party Service.** The Customer acknowledges that the InComm Services are a standard third-party service offered, provided, and operated independently by InComm. As such, Cubic makes no representations or warranties regarding the performance, availability, or continuity of the InComm Services. The Customer’s use of the InComm Services is contingent on the Customer entering into and maintaining a direct contractual agreement with InComm.
- B. **Cubic’s Limited Role.** Cubic’s sole role is that of a technical integrator and service manager. Cubic’s responsibilities are strictly limited to providing the technical interface between the InComm network and the Umo platform and, if required by InComm’s service offering, acting as an agent to forward any funds settled by InComm to the Customer. Cubic’s liabilities related to the InComm Services are limited to its performance of this defined work scope.
- C. **InComm Fees.** The Customer acknowledges that InComm’s business model involves settling funds net of InComm’s fees and commissions. The Customer is solely responsible for the payment of any fees and commissions assessed by InComm (“InComm Fees”).
- D. **Service Options.** Customer has the option to enable one of two InComm Services, subject to a direct agreement with InComm:
  - i. “InComm Standard Reload Services” which enables Users with a compatible Umo Card to add stored value at participating InComm retail locations.
  - ii. “InComm Transit Services” which enables additional functionality, including the ability for Users to utilize the Umo App to identify their account for reload and enables distribution of Umo Cards by InComm.

#### 3.3.5.2 InComm Fees

The Customer acknowledges that InComm Fees are set by InComm and may be varied by InComm with notice directly to the Customer, pursuant to the Customer’s agreement with InComm. All InComm Fees are the sole responsibility of the Customer.

#### 3.3.5.3 Data and Retailer Participation

- A. **Data.** The Customer acknowledges that InComm Services are performed utilizing technology and operational services in the United States.
- B. **Retailer Participation.** The Customer acknowledges that neither InComm nor Cubic can compel retailers that are part of the InComm Retail Network to participate in or offer the InComm Services.

#### 3.3.5.4 Termination Rights

The Customer acknowledges that InComm shall have the right to terminate the InComm Services it provides pursuant to its direct agreement with the Customer. In the event of such a termination, Cubic shall have the right to immediately and without liability terminate the technical integration supporting the InComm Services.

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Cubic shall have no obligation to provide a replacement for the InComm Services or any similar retail network solution.

### 3.3.6 Exhibit C6: Installation Services

A. Cubic will install and commission the following equipment:

| Equipment                         | Included                      |
|-----------------------------------|-------------------------------|
| Bus-Mounted Front-Door Validator  | YES Installation not included |
| Bus-Mounted Rear-Door Validator   | NO                            |
| Bus-Mounted Secondary Door Target | NO                            |
| Switch                            | NO                            |
| Modem                             | NO                            |
| Router                            | NO                            |
| Antenna                           | NO                            |
| Mechanical Farebox                | NO                            |
| Platform Validator                | NO                            |
| Ticket Vending Machine            | NO                            |
| Through-the-Wall Vault            | NO                            |
| Stand-Alone Vault                 | NO                            |

B. Bus Equipment (includes validators, switches, modems, routers, antennae, and fareboxes)  
Installation Requirements:

- a. Cubic will be responsible for:
  - i. In-person execution of the prototype hardware installation verification.
  - ii. Survey of the vehicle fleet.
  - iii. Development of the installation plan.
  - iv. Provision and maintenance of the installation drawings and guidelines.
  - v. Qualification of the installation Subcontractor including verification of required insurance, capability, experience, licensing, permits, and compliance to human and industrial resource requirements.
  - vi. Coordination and management of the Subcontractor.
  - vii. Verification and quality assurance of the work performed by the Subcontractor.
- b. The Customer will be responsible for:
  - i. Coordinating and making buses available from the Mobility Service Operators in accordance with the quantities and locations defined in the Implementation Schedule.
  - ii. Customer shall make a minimum of four (4) vehicles available per scheduled installation shift. Failure to do so shall be considered a Customer-caused delay. For each day of delay caused by Customer's failure to meet its obligations under this section, the project timeline shall be extended by one day, and Customer shall pay Cubic a daily standby fee of \$1000 to cover the costs of the idle installation team.
  - iii. Providing photos and other information as reasonably required by Cubic to perform the Desktop Survey.
  - iv. Providing a team to complete an 'in-person' survey of the fleet and collaborate on installation plans.
  - v. Having onsite resources available to confirm that the installation and commissioning of the Equipment has been completed in accordance with the installation and commissioning Documentation.
  - vi. Where applicable, provisioning to Cubic, and enabling of cellular SIM cards in accordance with the installation plan and schedule.
- c. Installation Assumptions and Requirements
  - i. The Fees and schedule for Implementation Services are based on the following key assumptions regarding the installation process
    1. Single Site Visit: Unless otherwise specified in a mutually agreed upon installation plan, Cubic assumes that the site survey, prototype vehicle installation and approval, and the full-fleet installation will be completed by Cubic's installation team in a single, continuous site visit. Any additional site

- 
- visit required by the Service Delivery Manager or Installation Subcontractor will be invoiced using Professional Services rates and Time & Materials.
2. Vehicle Availability: During the full-fleet installation phase, the Customer shall make a minimum of four (4) vehicles available for installation per scheduled shift (one shift per day).
  3. Consequences of Delays or Deviations: Any deviation from the assumptions above, including any Customer-caused delay, interruption, or failure to provide the required number of vehicles, shall entitle Cubic to an equitable adjustment to the schedule and Fees. Such adjustments may include, but are not limited to, mobilization and demobilization costs for any required additional site visits and daily standby fees to cover the costs of the idle installation team. All such adjustments will be documented via a Change Order.

C. Ticket Vending Machines and Platform Validators

- a. Cubic will be responsible for:
  - i. In-person execution of the prototype hardware installation verification.
  - ii. Survey of station installation site.
  - iii. Development of the installation plan.
  - iv. Provision and maintenance of the installation drawings and guidelines.
  - v. Qualification of the installation Subcontractor including verification of required insurance, capability, experience, licensing, permits, and compliance to human and industrial resource requirements.
  - vi. Coordination and management of the Subcontractor
  - vii. Verification and quality assurance of the work performed by the Subcontractor.
- b. The Customer will be responsible for:
  - i. Civil works including ensuring Equipment mounting locations are level, of appropriate dimensions, and installed with conduit placed appropriately to serve the platform validator being installed.
  - ii. Testing of electrical and communication cabling prior to installation.
  - iii. Providing photos and other information as reasonably required by Cubic to perform the installation site survey.
  - iv. Providing access to the sites as reasonably required by Cubic to perform the installation.
  - v. Having onsite resources available to confirm that the installation and commissioning of the Equipment has been completed in accordance with the installation and commissioning Documentation.
  - vi. Validating Umo Services readiness for revenue service.

D. Through-the-Wall and Stand-Alone Cash Vaults

- a. Cubic will be responsible for:
  - i. Delivery of the vault and installation kit
  - ii. Cubic will cut the wall according to the dimensions of the plan and apply sealant to the contours.
  - iii. Cubic will remove the legacy vault; and
  - iv. Cubic will place the new vault and install it using the included installation kit
- b. The Customer will be responsible for:
  - i. N/A

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### 3.3.7 **Exhibit C7: API Access Services**

**API Service Description** The API Access Service provides the Customer and approved Customer-Managed Third Parties with secure, authenticated access to the Umo Platform's programmatic interfaces. This Exhibit governs the commercial terms and operational limits for "Premium API Access," which includes high-volume integrations such as Ticket Vending Machines (TVMs), Trip Planning tools, and third-party Mobility-as-a-Service (MaaS) applications.

**Commercial Model** Access to the APIs is provided under a tiered commercial model consisting of a **Monthly Platform Access Fee** and, where applicable, **Usage-Based Transaction Fees**.

#### 1. **Monthly Platform Access Fee:**

- This fixed monthly fee covers the maintenance of the API Gateway, security monitoring, and the provision of API keys/credentials.
- The fee varies based on the "Service Tier" selected by the Customer (e.g., Standard, High-Volume, or Enterprise) as defined in Exhibit E1 (Fees).

#### 2. **Usage-Based Fees:**

- **TVM API:** Utilization of the API for Ticket Vending Machines is subject to a per-device licensing fee or a per-transaction fee as specified in Exhibit E1.
- **Trip Planning API:** Utilization of the Trip Planning API is subject to a monthly quota of API calls. Usage exceeding the monthly quota will be billed at the "Overage Rate" specified in Exhibit E1.

**Specific Cubic Obligations** Cubic shall:

- Provide secure API credentials (API Keys, Client Secrets) to the Customer.
- Maintain the API Gateway availability in accordance with the Service Level Agreements defined in Exhibit C2 (Platform Support Services).
- Provide Documentation for standard API endpoints.
- Monitor API usage and throttle or block traffic that exceeds the agreed-upon rate limits to protect the integrity of the Platform.

**Specific Customer Obligations** The Customer shall:

- **Security of Credentials:** Be solely responsible for maintaining the confidentiality and security of all API keys and credentials. The Customer accepts responsibility for all activities and Fees incurred under its API credentials.
- **Rate Limiting:** Adhere to the technical rate limits (e.g., requests per second) defined in the API Documentation. Cubic reserves the right to temporarily suspend API access if the Customer's traffic volume threatens the stability of the Platform Services.
- **TVM and Trip Planning Certification:** Ensure that any third-party TVM or Trip Planning application accessing the API has been certified by Cubic prior to connecting to the production environment.

#### **Additional API Terms**

- **No Resale:** The Customer may not license, sell, rent, or lease API access to any third party without Cubic's prior written consent.
- **Updates:** Cubic acts in accordance with Section 2.1.5 of the Agreement regarding updates and deprecation of API versions.

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### 3.3.8 *Exhibit C8: Enterprise Program and Integration Services*

#### 3.3.8.1 **Service Description**

The Enterprise Program and Integration Services ("Enterprise Services") provide the Customer with an enhanced level of project delivery, systems integration, and program management support. These services are designed to supplement the standard Umo Platform Services by providing a dedicated "project wrapper" to manage complex deployment requirements, regional interoperability, or extensive integrations with third-party systems.

Unlike the standard Platform Services, which are delivered as a uniform Commercial-Off-The-Shelf (COTS) solution, the Enterprise Services provide the Customer with access to Cubic's broader engineering and delivery organization to manage the specific operational and technical complexities defined in this Exhibit.

#### 3.3.8.2 **Core Service Components**

The Enterprise Services generally comprise the following disciplines, as further detailed in Section 3.3.8.4 (Specific Scope of Enterprise Services):

- **Program Management:** Provision of a dedicated Program Manager or project team to oversee schedule, risk, and scope beyond the standard Implementation Services. This includes management of complex contractual deliverables, stakeholder coordination, and extended governance structures.
- **Systems Integration:** Technical engineering services to facilitate the integration of the Platform Services with Customer-specific legacy systems, third-party hardware (subject to certification), or external data warehouses.
- **Advanced Engineering Support:** Dedicated engineering resources to support complex configuration validation, data migration, and User Acceptance Testing (UAT) phases that exceed standard SaaS onboarding parameters.
- **Operational Transition:** Enhanced "train-the-trainer" and operational support during the transition from legacy systems to the Platform Services.

#### 3.3.8.3 **Commercial Structure**

The Enterprise Services are provided on a model distinct from the standard SaaS subscription. Unless otherwise specified in Exhibit E1 (Fees), these services are billed as follows:

- **Professional Services:** Specific integration and engineering tasks are billed on a Time and Materials (T&M) basis or a Fixed Price milestone basis as defined in the applicable Statement of Work or Change Order.
- **Recurring Program Management:** Ongoing dedicated program management, if selected, is billed as a recurring monthly fee.

#### 3.3.8.4 **Specific Scope of Enterprise Services**

The Parties agree that Cubic shall provide the following specific Enterprise Services under this Agreement:

#### 3.3.8.5 **Limitations**

The Customer acknowledges that while the Enterprise Services provide additional support and integration capabilities, the core Umo Platform remains a multi-tenant SaaS solution. The Enterprise Services do not include customization of the core Umo Platform source code or the

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development of bespoke features that deviate from the Platform roadmap, unless explicitly agreed to as a funded development effort in a separate Change Order.

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### 3.4 **Exhibit D: Software Implementation**

#### 3.4.1 **Exhibit D1: Umo Platform Implementation Services**

##### 3.4.1.1 **Service Description**

- A. Implementation Services are the activities executed to supply, install, configure, verify, and commission the Umo Services as documented in Exhibit B.
- B. The Implementation Services will incorporate updates to the Umo Services hardware and features available prior to the Services Commencement Date.
- C. During the Mobilization Period, Cubic will establish an implementation plan that defines the implementation approach and controls including, but not limited to:
  - a. Communication protocol
  - b. Delivery of documentation
  - c. Project execution and governance, including variation and change order management.
- D. As part of the implementation plan, each Party will nominate personnel responsible for implementation as follows:
  - a. Point of contact accountable for the day-to-day management, coordination, and execution of the Implementation Services.
  - b. Executive sponsor.
  - c. Steering committee membership.

##### 3.4.1.2 **Equipment Supply**

- A. Cubic will supply Equipment as set out in Exhibit E1:
- B. The Bus Validator Mounting Assembly Kit includes mounts for either horizontal or vertical stanchions, provided such stanchions are readily available. Any additional parts required for installation beyond this scope will be processed through a change order and will be subject to additional fees.
- C. In addition to the purchased Bus Validators and Validator Installation Kits, Cubic will be responsible for providing as reasonably required cabling, connectors, in-line fuses and other parts to connect the Bus Validators to the vehicle power systems.
- D. An individual item of Equipment is deemed delivered in accordance with the below:
  - a) The item being installed by on a vehicle, either by Cubic or by the Customer.
  - b) The item being delivered by Cubic to an Authorized Mobility Services Provider or Mobility Service Operator under the direction and agreement by the Customer.
  - c) The item having been received by the Customer at the Customer's nominated receiving location for such item.
- E. Cubic will be responsible for:
  - a) Specification of the Equipment.
  - b) Execution of the hardware installation verification.
  - c) Supply of the Equipment.
  - d) Qualification of suppliers.
  - e) Verification of the supplied Equipment to the specification and required certifications, standards, and quality.
  - f) Supply chain management.
  - g) Logistics, receipt, and storage.
- F. The Customer will be responsible for:

- 
- a) Defining the representative sample of the fleet (“prototypes”).
  - b) Assembling the prototype vehicles for the purpose of hardware installation verification.
  - c) Providing access for Cubic to perform the hardware installation verification.

#### **3.4.1.3 Equipment Commissioning**

#### **3.4.1.4 Configuration**

- A. Cubic will configure the Services, including but not limited to:
  - a. Fare policy definition.
  - b. Transport Network Topology (GTFS).
  - c. Configurable branding elements.
  - d. User accounts.
  - e. Payment gateways and third-party interfaces.
  - f. Asset definition and record keeping for Equipment.
- B. The Customer will be responsible for:
  - a. Provision of required configuration inputs that are the responsibility of the Customer, Authorized Mobility Services Providers and Mobility Service Operators or other third parties.
  - b. Delivery of inputs according to schedule.
  - c. Approval of configuration Documentation.
- C. Any delay by Customer in providing or approving required configuration inputs shall result in a day-for-day extension to the project schedule.

#### **3.4.1.5 Certification**

- A. Cubic shall secure the necessary certifications required for the provision of the Services and the supply and installation of the Equipment.
- B. Cubic will be responsible for:
  - a) Application, verification, and remediation of required certifications.
  - b) Providing PCI-DSS Attestation of Compliance for the applicable Umo Services.
- C. The Customer will be responsible for:
  - a) PCI-DSS certification for the Mobility Service Providers and Mobility Service Operators responsibilities, including compliance by Mobility Service Providers and Mobility Service Operator personnel.

#### **3.4.1.6 Service Commissioning**

- A. Cubic will coordinate the commissioning and enablement of the Services for each Authorized Mobility Services Provider.
- B. Cubic will be responsible for:
  - a) Verifying completion of the preceding or dependent configuration, installation, and commissioning activities.
  - b) Delivery of train-the-trainer training to each Authorized Mobility Services Provider including all User manuals and training materials.
  - c) Enablement of the Services.
  - d) Post-commissioning monitoring and tuning of the configuration through to acceptance and transition to operations.
- C. The Customer will be responsible for:
  - a) Manage the enrollment of passenger and staff participants.
  - b) Validating and approving that the Umo Services are ready for revenue service.

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### 3.4.1.7 Training

- A. Cubic will provide training for the following roles:
  - a) Fare program administrators including in the use of Customer configurable system parameters
  - b) Back-office staff (including financial operations staff and on the use of reports)
  - c) Front office/customer service personnel
  - d) Bus operators
  - e) Bus and station maintenance staff
- B. The Customer may record training sessions and print or duplicate training materials for internal reference and use or incorporate the training materials and content into the Customer's own training materials and documents.
- C. Cubic will be responsible for:
  - a) Provision of training materials, which may be supplied in electronic format including recorded video presentations.
  - b) Delivery of virtual customer training. In-person training is available via Change Order.
- D. The Customer will be responsible for:
  - a) Provision of facilities for delivery of training, including but not limited to conference or meeting rooms, audio-visual equipment, internet connectivity, consumables.
  - b) Provision of suitability of qualified trainees.

### 3.4.1.8 TVM Integration Support

Cubic will make the TVM API available to Customer's chosen TVM vendor and will provide such integration support as is reasonably required by the TVM vendor to utilize the API and develop and test the integration to the Umo Services. Such integration support will be billed monthly in arrears using the then-current Professional Services rates.

### 3.4.1.9 Transition to Operations

- A. Cubic will establish the Umo Services set out in Exhibit A prior to the earliest applicable Services Commencement Date.
- B. Cubic will coordinate with the Customer to execute the soft launch prior to the go-live.
- C. Cubic will support the Customer in the Customer's performance of configuration validation testing during the Soft Launch Period.
- D. Cubic shall maintain a register of Incidents raised by the Customer. If there is an Incident deemed to be critical, urgent or moderate that impacts the completion of Soft Launch, Cubic shall resolve said Incident.

### 3.4.1.10 Documentation

- A. Cubic will submit implementation Documentation to the Customer during the Implementation Services. Standard Documentation is not subject to Customer review and approval.
- B. Standard Documentation may include:
  - a) Installation and commissioning records for Equipment.
  - b) Configuration Documentation.
  - c) Certification Documentation.
  - d) Operator Implementation Checklist.
- C. Non-Standard Documentation
  - a) To the extent that Cubic provides any non-standard Documentation then such Documentation shall be subject to review and approval by the Customer. Documents

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- shall be comprehensive, and include, where applicable, step-by-step instructions, explanatory pictures, required parts and components (with quantity, description, and part numbers), and relevant as-built wiring diagrams.
- b) Customer shall complete any required review within ten (10) Business Days of submittal and to the extent that any changes are required, Customer shall act reasonably in determining those changes and shall provide a detailed summary of the required changes.
  - c) Providing any subsequent submittal incorporates the proposed Customer changes or as otherwise agreed prior to that submittal, the Customer shall confirm approval of that Documentation within five (5) Business Days of re-submittal.

#### **3.4.1.11 Acceptance**

- A. "Final Acceptance" will be achieved on completion of the following conditions:
  - a) Completion of the Soft Launch Period in accordance with Section 11 of this Exhibit;
  - b) Cubic's demonstration to the Customer's reasonable satisfaction that Cubic's standard operator checklist has been completed a copy of which will be provided to Customer at the start of the Implementation Services; and
  - c) The Customer validating and confirming in writing that the Umo Services meet the requirements set out in the Umo Services description.
- B. The Customer shall, within 30 days from the date Cubic notifies the Customer in writing that the Umo Services are ready for Final Acceptance, either:
  - a) Confirm in writing that the Final Acceptance milestone has been achieved; or
  - b) Decline in writing the Final Acceptance and provide a list of issues ("Draft Acceptance Issue List") that, in the Customer's reasonable belief, need to be resolved in order for the Customer to reach Final Acceptance.
- C. The Parties will work together promptly in good faith to mutually review the Draft Acceptance Issue List and create a mutually agreed list of issues that require resolution for Final Acceptance ("Final Acceptance Issue List"). If there is a dispute on what issues constitute a failure to meet the requirements set out in the Umo Services description and Compliance Matrix, such dispute will be resolved per Article 8 (Disputes) of this Agreement.
- D. Cubic will then take reasonable steps to resolve issues in the Final Acceptance Issue List and notify the Customer, in writing, when, in Cubic's opinion, such issues are resolved and request that the Customer confirm acceptance in accordance with 3.1.3.11.B above.
- E. Notwithstanding Clauses 3.1.3.11.A and 3.1.3.11.B above, the Implementation Services are deemed automatically accepted if the Customer fails to decline acceptance in accordance with 3.4.1.11.C above.
- F. To the extent that additional Umo Services features are enabled progressively over the contract Term, revenue service or beneficial use of that feature by Customer shall constitute acceptance of such new features.
- G. For the avoidance of doubt, acceptance by the Customer does not relieve Cubic from addressing incidents impacting the Umo Services in accordance with Exhibit A3 Umo Support Services.

#### **3.4.1.12 Schedule**

- A. Cubic will be responsible for:
  - a) Maintaining a register of implementation milestones reflecting the planned, forecasted, and actual delivery dates.

- b) Maintaining a register of scheduled integration milestones for management of alignment between Cubic’s master program and the Customer’s program of related or dependent work.
  - c) Delivery of an implementation status report no more frequently than monthly including:
    - i. Milestone registers current as at the close of the preceding month.
    - ii. A Level 2 schedule printed to PDF format, where Level 2 is defined by AACE International Recommended Practice No. 91R-16.
    - iii. Planned, forecasted, and actual dates for enablement of Umo Services.
    - iv. Scheduling the Implementation Services such that Holidays and Non-Working Periods are non-working Days for Customer and Operators except by mutual agreement between the Parties.
- B. The Customer will be responsible for:
- a) Maintaining the Customer’s schedules, schedule data and scheduling procedures.
  - b) Providing content and inputs to the Cubic-maintained master program and planning registers when requested.

**3.4.1.13 Initial Authorized Mobility Service Providers**

The Customer HAS NOT included additional Authorized Mobility Services Providers.  
If yes, list:

**3.4.1.14 Preliminary Milestone Schedule**

The following table lists the Level 1 Project Milestones and estimated target dates for completion based on the assumed contract Notice to Proceed, which will be the Effective Date on Page 1 of this Agreement.

| <b>Project Milestone</b>               | <b>Estimated Target Completion Date in Months from Notice to Proceed</b> |
|--|--|
| Notice to Proceed – Contract Award     | NTP  |
| Implementation Planning - Mobilization | NTP +1   |
| Ordering of Hardware                   | NTP +1   |
| Hardware Delivery                      | NTP + 4  |
| Local Bus Installation                 | NTP +5   |
| Final Acceptance                       | NTP + 7  |

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### 3.4.2 *Exhibit D2: cFlex Platform Implementation Services*

#### 3.4.2.1 **Service Description**

- A. Implementation Services are the activities executed to supply, install, configure, verify, and commission the cFlex Services as documented in Exhibit A2.
- B. The Implementation Services will incorporate updates to the cFlex Services features available prior to the Services Commencement Date.
- C. During the Mobilization Period, Cubic will establish an implementation plan that defines the implementation approach and controls including, but not limited to:
  - a. Communication protocol
  - b. Delivery of documentation
  - c. Project execution and governance, including variation and change order management.
- D. As part of the implementation plan, each Party will nominate personnel responsible for implementation as follows:
  - a. Point of contact accountable for the day-to-day management, coordination, and execution of the Implementation Services.
  - b. Executive sponsor.
  - c. Steering committee membership.

#### 3.4.2.2 **Configuration**

- D. Cubic will configure the Services, including but not limited to:
  - a. Fare policy definition.
  - b. Configurable branding elements.
  - c. User accounts.
  - d. Payment gateways and third-party interfaces.
  - e. Asset definition and record keeping for Equipment.
- E. The Customer will be responsible for:
  - a. Provision of required configuration inputs that are the responsibility of the Customer, Authorized Mobility Services Providers and Mobility Service Operators or other third parties.
  - b. Delivery of inputs according to schedule.
  - c. Approval of configuration Documentation.
- F. Any delay by Customer in providing or approving required configuration inputs shall result in a day-for-day extension to the project schedule.

#### 3.4.2.3 **Certification**

- D. Cubic shall secure the necessary certifications required for the provision of the Services and the supply and installation of the Equipment.
- E. Cubic will be responsible for:
  - a) Application, verification, and remediation of required certifications.
  - b) Providing PCI-DSS Attestation of Compliance for the applicable Umo Services.
- F. The Customer will be responsible for:
  - a) PCI-DSS certification for the Mobility Service Providers and Mobility Service Operators responsibilities, including compliance by Mobility Service Providers and Mobility Service Operator personnel.

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#### 3.4.2.4 Service Commissioning

- D. Cubic will coordinate the commissioning and enablement of the Services for each Authorized Mobility Services Provider.
- E. Cubic will be responsible for:
  - a) Verifying completion of the preceding or dependent configuration, installation, and commissioning activities.
  - b) Delivery of train-the-trainer training to each Authorized Mobility Services Provider including all User manuals and training materials.
  - c) Enablement of the Services.
  - d) Post-commissioning monitoring and tuning of the configuration through to acceptance and transition to operations.
- F. The Customer will be responsible for:
  - a) Manage the enrollment of passenger and staff participants.
  - b) Validating and approving that the cFlex Services are ready for revenue service.

#### 3.4.2.5 Training

- E. Cubic will provide training for the following roles:
  - a) Fare program administrators including in the use of Customer configurable system parameters
  - b) Back-office staff (including financial operations staff and on the use of reports)
  - c) Front office/customer service personnel
  - d) Bus operators
  - e) Bus and station maintenance staff
- F. The Customer may record training sessions and print or duplicate training materials for internal reference and use or incorporate the training materials and content into the Customer's own training materials and documents.
- G. Cubic will be responsible for:
  - a) Provision of training materials, which may be supplied in electronic format including recorded video presentations.
  - b) Delivery of in-person or in-camera train-the-trainer format training.
- H. The Customer will be responsible for:
  - a) Provision of facilities for delivery of training, including but not limited to conference or meeting rooms, audio-visual equipment, internet connectivity, consumables.
  - b) Provision of suitability of qualified trainees.

#### 3.4.2.6 Transition to Operations

- E. Cubic will establish the cFlex Services set out in Exhibit A2 prior to the earliest applicable Services Commencement Date.
- F. Cubic will coordinate with the Customer to execute the soft launch prior to the go-live.
- G. Cubic will support the Customer in the Customer's performance of configuration validation testing during the Soft Launch Period.
- H. Cubic shall maintain a register of Incidents raised by the Customer. If there is an Incident deemed to be critical, urgent or moderate that impacts the completion of Soft Launch, Cubic shall resolve said Incident.

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### 3.4.2.7 Documentation

- D. Cubic will submit implementation Documentation to the Customer during the Implementation Services. Standard Documentation is not subject to Customer review and approval.
- E. Standard Documentation may include:
  - a) Configuration Documentation.
  - b) Certification Documentation.
  - c) Operator Implementation Checklist.
- F. Non-Standard Documentation
  - a) To the extent that Cubic provides any non-standard Documentation then such Documentation shall be subject to review and approval by the Customer. Documents shall be comprehensive, and include, where applicable, step-by-step instructions and explanatory pictures.
  - b) Customer shall complete any required review within ten (10) Business Days of submittal and to the extent that any changes are required, Customer shall act reasonably in determining those changes and shall provide a detailed summary of the required changes.
  - c) Providing any subsequent submittal incorporates the proposed Customer changes or as otherwise agreed prior to that submittal, the Customer shall confirm approval of that Documentation within five (5) Business Days of re-submittal.

### 3.4.2.8 Acceptance

- H. Final Acceptance will be achieved on completion of the following conditions:
  - a) Completion of the Soft Launch Period in accordance with Section 11 of this Exhibit;
  - b) Cubic's demonstration to the Customer's reasonable satisfaction that Cubic's standard operator checklist has been completed a copy of which will be provided to Customer at the start of the Implementation Services; and
  - c) The Customer validating and confirming in writing that the Umo Services meet the requirements set out in the Umo Services description.
- I. The Customer shall, within 30 days from the date Cubic notifies the Customer in writing that the Umo Services are ready for Final Acceptance, either:
  - a) Confirm in writing that the Final Acceptance milestone has been achieved; or
  - b) Decline in writing the Final Acceptance and provide a list of issues ("Draft Acceptance Issue List") that, in the Customer's reasonable belief, need to be resolved for the Customer to reach Final Acceptance.
- J. The Parties will work together promptly in good faith to mutually review the Draft Acceptance Issue List and create a mutually agreed list of issues that require resolution for Final Acceptance ("Final Acceptance Issue List"). If there is a dispute on what issues constitute a failure to meet the requirements set out in the cFlex Services description and Compliance Matrix, such dispute will be resolved per Section 2.27 (Disputes) of this Agreement.
- K. Cubic will then take reasonable steps to resolve issues in the Final Acceptance Issue List and notify the Customer, in writing, when, in Cubic's opinion, such issues are resolved and request that the Customer confirm acceptance in accordance with 3.1.3.11.B above.
- L. The Implementation Services are deemed automatically accepted if the Customer fails to decline acceptance within three (3) business days.
- M. To the extent that additional cFlex Services features are enabled progressively over the contract Term, revenue service, or beneficial use of that feature by Customer shall constitute acceptance of such new features.

- N. Final Acceptance by the Customer does not relieve Cubic from addressing incidents impacting the Umo Services in accordance with Exhibit B2 Platform Support Services.

**3.4.2.9 Schedule**

- C. Cubic will be responsible for:
- a) Maintaining a register of implementation milestones reflecting the planned, forecasted, and actual delivery dates.
  - b) Maintaining a register of scheduled integration milestones for management of alignment between Cubic’s master program and the Customer’s program of related or dependent work.
  - c) Delivery of an implementation status report no more frequently than monthly including:
    - i. Milestone registers current as at the close of the preceding month.
    - ii. A Level 2 schedule printed to PDF format, where Level 2 is defined by AACE International Recommended Practice No. 91R-16.
    - iii. Planned, forecasted, and actual dates for enablement of Umo Services.
    - iv. Scheduling the Implementation Services such that Holidays and Non-Working Periods are non-working Days for Customer and Operators except by mutual agreement between the Parties.
- D. The Customer will be responsible for:
- a) Maintaining the Customer’s schedules, schedule data and scheduling procedures.
  - b) Providing content and inputs to the Cubic-maintained master program and planning registers when requested.

**3.4.2.10 Preliminary Milestone Schedule**

The following table lists the Level 1 Project Milestones and estimated target dates for completion based on the assumed contract Notice to Proceed, which will be the Effective Date on Page 1 of this Agreement.

| <b>Project Milestone</b>               | <b>Estimated Target Completion Date in Months from Notice to Proceed</b> |
|--|--|
| Notice to Proceed – Contract Award     | NTP  |
| Implementation Planning - Mobilization | NTP +1   |
| Soft Launch                            | NTP + 6  |
| Final Acceptance                       | NTP + 7  |

### 3.5 Exhibit E: Commercials and Legal

#### 3.5.1 Exhibit E1: Fees

Unless specifically stated otherwise, all amounts are the currency stated in Exhibit A1, and exclusive of taxes, duties, and tariffs as further set out in the Agreement.

##### 3.5.1.1 Capital Costs

The following one-time fees are payable for the Implementation Services and the initial procurement of Equipment, if applicable.

| Itemized List of Equipment and Services Item | Category           | Included?  | Qty | Unit Price | Extended Price | Notes  |
|--|--------------------|------------|-----|------------|----------------|--|
| <b>Launch Services</b>                       | Project Management | <b>YES</b> | 1   | \$40,000   | \$40,000       | Project management, fare policy configuration, virtual training, testing and operational readiness, API Library, and hardware commissioning. |
| <b>Validator</b>                             | Hardware           | <b>YES</b> | 10  | \$2,475    | \$24,750       | Buy America-compliant cEMV capable reader with a one-year warranty   |
| <b>Validator Installation Kit</b>            | Hardware           | <b>NO</b>  |     |            |                |  |
| <b>Validator Mounting Kit</b>                | Hardware           | <b>YES</b> | 10  | \$150      | \$1,500        | 1-year warranty  |
| <b>Validator Backing Plate</b>               | Hardware           | <b>YES</b> | 10  | \$100      | \$1,000        |  |
| <b>Samsung Xcover 6 Pro (HHU)</b>            | Hardware           | <b>YES</b> | 6   | \$1,200    | \$7,200        | 1-year warranty  |
| <b>Trip Planning Activation</b>              |                    | <b>YES</b> | 1   | \$8,000    | \$8,000        | One-time API connection fee  |
| <b>Mechanical Farebox</b>                    | Hardware           | <b>NO</b>  |     |            |                |  |
| <b>Through-the-Wall Vault</b>                | Hardware           | <b>NO</b>  |     |            |                |  |
| <b>Ticket Vending Machine</b>                | Hardware           | <b>NO</b>  |     |            |                |  |

|  |            |            |       |        |         |  |
|--|------------|------------|-------|--------|---------|--|
| <b>Driver Control Unit</b>                 | Hardware   | <b>NO</b>  |       |        |         |  |
| <b>Installation of Hardware</b>            | Services   | <b>NO</b>  |       |        |         |  |
| <b>Reloadable Transit Card</b>             | Consumable | <b>YES</b> | 2,000 | \$4.00 | \$8,000 |  |
| <b>Roll of Paper Tickets (500 Tickets)</b> | Consumable | <b>NO</b>  |       |        |         |  |

### 3.5.1.1.1 Payment Milestones for Capital Costs

| Project Milestone (as per Exhibit C)     | Payment % |
|--|-----------|
| <b>NTP</b>                               | 25%       |
| <b>Implementation Planning Completed</b> | 25%       |
| <b>Equipment Ordered</b>                 | 20%       |
| <b>Equipment Delivered</b>               | 10%       |
| <b>Equipment Installed</b>               | 10%       |
| <b>Revenue Service Commencement</b>      | 10%       |

### 3.5.1.2 Ongoing Costs

The following recurring fees shall be payable commencing on the date of Revenue Service Commencement, unless specified otherwise.

#### 3.5.1.2.1 Recurring Monthly Fees [for CAPEX-funded Projects]

The following fees are invoiced monthly in arrears.

##### A. *Operating Expenses: Ongoing Subscription Fees*

| Item                 | Price    | QTY | Unit     | Total          | Comment  |
|----------------------|----------|-----|----------|----------------|--|
| Annual Licensing Fee | \$40,000 | N/A | Annually | \$40,000       | Includes all support and hosting. Subject to a 3% yearly indexation. |
| Trip Planning Fee    | \$1,200  | 1   | Monthly  | \$1,200        | Subject to a 3% yearly indexation                                    |
| <b>Monthly Total</b> |          |     |          | <b>\$4,534</b> |  |

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### **3.5.1.3 Other Fees and Adjustments**

#### **3.5.1.3.1 Onboarding and Recurring Fees for Adding Authorized Mobility Service Providers**

For each additional Authorized Mobility Services Provider added to this Agreement, the fees for onboarding, equipment, and recurring services shall be quoted based on Cubic's then-current rates and documented in a Change Order.

#### **3.5.1.3.2 Additional Equipment Orders**

The Customer may procure additional Equipment under this Agreement. Pricing for such equipment will be quoted at the time of request and documented in a Change Order.

- A. Bus-mounted Validators
- B. Platform Validators
- C. Handheld Validators
- D. Mechanical Farebox
- E. Registering Farebox
- F. Integrated Cash Vault
- G. Modems
- H. Antennae
- I. Switches
- J. Driver Control Units
- K. Reloadable Transit Cards
- L. Paper Tickets
- M. Ticket Vending Machine(s)
- N. Real-time Passenger Information Systems (including CAD/AVL)
- O. Traffic Management Devices and Software

#### **3.5.1.3.3 Change Orders**

Any changes to the Services, including any agreed changes to the Fees, schedule, or scope, will be documented in a written Change Order signed by both Parties.

### **3.5.1.4 General Commercial Terms**

#### **3.5.1.4.1 Annual Fee Escalation**

All recurring fees (both annual and monthly) shall be subject to a fixed escalation of three percent (3%) annually. The first such escalation will be applied on the first anniversary of the Revenue Service Commencement Date, and on each anniversary thereof for the remainder of the Term.

#### **3.5.1.4.2 Customer Obligations**

THE FEES SET OUT IN THIS EXHIBIT AND THE SCHEDULE SET OUT IN THE APPLICABLE IMPLEMENTATION SERVICES EXHIBIT ARE BASED ON CUSTOMER'S PERFORMANCE OF ITS OBLIGATIONS IN A TIMELY MANNER AND THE ASSUMPTIONS SET OUT IN THIS AGREEMENT. TO THE EXTENT THAT CUSTOMER FAILS TO PERFORM THESE OBLIGATIONS IN A TIMELY MANNER, OR THESE ASSUMPTIONS ARE INCORRECT, CUBIC SHALL BE ENTITLED TO AN EQUITABLE ADJUSTMENT TO THE SCHEDULE AND ANY FEES OR COSTS, TO BE DOCUMENTED VIA A CHANGE ORDER

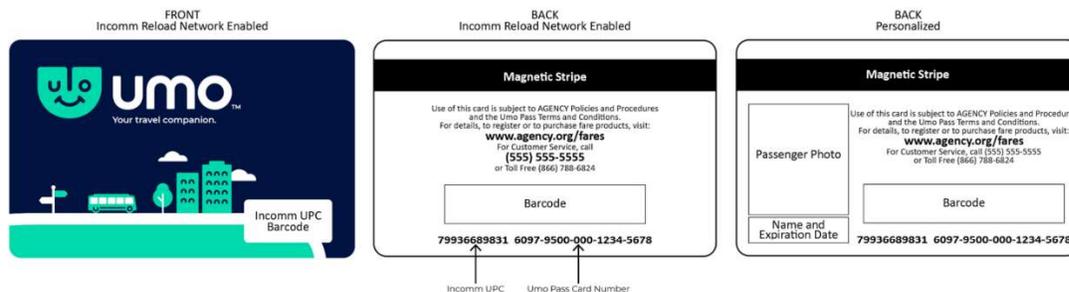
### 3.5.2 Exhibit E2: Documentation

#### 3.5.2.1 Attachment 1: Umo Card Specification

This attachment provides the preliminary Card specification for closed-loop Cards to be used with Umo Services. Cubic will provide a final specification prior to any Card orders. InComm-enabled cards have additional requirements and may have a price differential when quoted for a Purchase Order. InComm-enabled cards will not work in the InComm Reload Network unless the Customer has separately contracted the services of InComm.

#### Requirements:

- Clean and free of burrs and sharp edges
- Compliant with ISO/IEC 14443 parts 1-3 and ISO/IEC 18092
- Dimensions compliant with ISO/IEC 7810 and ISO/IEC 7813
- Encoded by Cubic for use in the Umo Pass System
- Chip type: MIFARE® DESFire EV3 2K or other, compatible chip type approved by Cubic
- Chip permanent unique identifier (“UID”), confirmed by Cubic as unique within the Umo Pass system
- Chip to be placed clear of magnetic stripe; placement to be approved by Cubic prior to printing
- Card numbers: Unique Card number (sixteen (16) digits or longer), provided by Cubic (e.g., in Excel file), printed on Card in dimensions and format shown below
- Bar code: Card number; printed within the dimensions shown below using the Code 128 bar code format
- Cross-reference Table: Linking UID and printed Card number
- Front of Card
  - Two-color graphics extending to all four (4) edges. Any Card design with more than two (2) Pantone colors are subject to additional fees
  - Umo Pass logo: within area shown below
  - Customer-approved logo (“Customer Logo”) and design graphic (“Customer Design Graphic”): may be printed within the areas shown below; final printer-ready graphic file(s) prepared and approved by Cubic.
  - InComm-enabled Cards require UPC Bar Code 2: UPC-A format printed on the Card face
- Back of Card: Black, static text as shown below with Card number and corresponding bar code
  - InComm-enabled Cards require the following
    - Card printed bar code using Code 128-C bar code format
    - Unique thirty-digit (30-digit) number and twelve-digit (12-digit) UPC
    - HI-coercivity magnetic stripe encoded to use in InComm Reload Network (if utilized)



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### 3.5.2.2 Attachment 2: AVL Compatibility Requirements

The Umo Pass Services have the following requirements for integration with CAD/AVL systems:

- A. Standard integration via GTFS and GTFS-RT
  - a. The standard integration for the automatic import of route and bus location information from CAD/AVL systems into the Umo Pass Services is via data feeds conforming to the real-time and static General Transit Feed Specification (<https://gtfs.org/>) via an internet accessible location that enables Cubic to automatically look for an import of updated files. Compatibility requirements include:
    - 1. Route identifiers, stop identifiers, and trip identifiers must be consistent across the GTFS Static and GTFS Realtime.
    - 2. GTFS-RT must contain unique vehicle identifiers for each vehicle in the fleet.
- B. Custom integration via the CAD/AVL system API
  - a. Integration via GTFS is the preferred and most common integration. Alternatively, Cubic can integrate on professional services, directly with CAD/AVL systems where the CAD/AVL system provides a suitable API, and the Customer securing acceptable access to such API through the Customer's commercial agreement with the CAD/AVL vendor. Compatibility requirements include:
    - 1. Consistent naming of key data elements such as route identifiers, stop identifiers, and trip identifiers across both the scheduled and real-time information available via the API; and
    - 2. Where the CAD/AVL is utilized for real-time information only, naming convention to ensure such data elements are consistent between the GTFS static feed and the real-time API data.

### 3.5.2.3 Attachment 3: Validator Specification Documentation

The validator scheduled to be installed at the time of Contract Execution / Notice to Proceed is the HID VAL 100.

| Element              | Description   |
|----------------------|---|
| Display              | Full color, 4.3"<br>Antireflective/antiglare<br>480 x 272 resolution  |
| Processor            | Dual core 1GHz  |
| Umo Media Interfaces | <b>NFC Closed Loop:</b> MIFARE® DESFire EV2 2K<br><b>Barcode:</b> QR Code<br><b>Open Payments:</b><br>EMVCo L1 certified secure board<br>EMVCo L2 certified for Visa, Mastercard, American Express and Discover |
| User Interfaces      | Configurable audio output<br>4 x RGB LEDs   |
| Connectivity         | USB, Ethernet, , RS232, GPS<br>Wi-Fi; Bluetooth 4, Bluetooth Low Energy<br>3G/4G/GPRS   |
| Security             | PCI SRED 5.1  |
| Tolerances           | Storage temperature: -30°C to 70°C<br>Operating temperature: -20°C to 50°C<br>Humidity: 0–95% RH, non-condensing<br>IP54, IK07 rated  |
| OS                   | Linux OS  |
| Voltage              | Supports 10.5-33VDC   |
| Dimensions           | HxWxD 265x145.5x188 mm  |
| Weight               | 1.7 kg  |
| Mounting             | Pole mounted with vertical mount orientation attaching to 32mm or 36mm poles.   |

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3.5.3 *Exhibit E3: Insurance Requirements*

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3.5.4 *Exhibit E4: Required Terms*

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### 3.5.5 *Exhibit E5: Fare Collection as a Service (FCaaS) Option*

This Exhibit outlines the terms and conditions for the Fare Collection as a Service (FCaaS) payment model. If selected by the Customer, the terms herein supplement and, where applicable, supersede the standard pricing and equipment purchase terms outlined elsewhere in this Agreement.

#### 3.5.5.1 **FCaaS Model Overview**

Under the FCaaS model, the Customer shall pay a recurring service fee for the use of the Umo Platform, including the provision, installation, and ongoing hardware support of validators ("Equipment"), for the Term of this Agreement. This model is designed to provide the Customer with predictable operational expenses in lieu of an upfront capital expenditure for the Equipment.

#### 3.5.5.2 **FCaaS Fees**

The Customer shall pay Cubic the fees as specified in the Fee Schedule (Exhibit E1). These fees may consist of one or more of the following components:

- A. A Fixed Monthly Service Fee.
- B. A Variable Monthly Fee, which may be calculated on a per-validator, per-transaction, or revenue-sharing basis, as explicitly detailed in the Fee Schedule.

#### 3.5.5.3 **Scope of Services & Responsibilities**

- A. Cubic Responsibilities:
  - i. Equipment Provisioning: Cubic shall supply the quantity and type of Umo validators as specified in this Agreement.
  - ii. Installation: Cubic shall perform the initial installation and commissioning of the Equipment in accordance with the terms and assumptions outlined in Exhibit D1.
  - iii. Hardware Support and Spares: Cubic shall manage the repair and replacement of faulty Equipment. In the event of an Equipment malfunction, the Customer shall follow the standard Return Merchandise Authorization (RMA) process to return the faulty unit to Cubic's designated facility. Upon receipt and verification of the fault, Cubic shall ship a replacement unit to the Customer from a shared-spares pool.
- B. Customer Responsibilities:
  - i. General Obligations: The Customer shall fulfill all of its standard obligations as outlined in the main body of this Agreement, including but not limited to maintaining its GTFS data, providing necessary operational support, and ensuring a safe environment for the Equipment.
  - ii. Installation Support: The Customer shall provide access to its fleet and facilities as required for the site survey and installation, per the assumptions outlined in Exhibit D1.
  - iii. Equipment Care: The Customer is responsible for the proper care and daily maintenance of the Equipment. The Customer shall ensure that the Equipment is not subjected to misuse, abuse, neglect, unauthorized modification, or vandalism. Damage to Equipment resulting from such actions is outside the scope of standard hardware support and may incur additional fees for repair or replacement.

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#### **3.5.5.4 Title to Equipment**

Title to all Equipment provided under the FCaaS model shall remain with Cubic or its designated third-party financing partner for the duration of the FCaaS term. The Customer is granted a license to use the Equipment for the sole purpose of fare collection as an integrated part of the Umo Platform.

#### **3.5.5.5 Capital Purchase (Buy-Out) Option**

- A. Option to Purchase: At any time during the Term, the Customer shall have the option to purchase all Equipment provided under the FCaaS model (the "Buy-Out"), subject to mutual agreement on terms and pricing.
- B. Buy-Out Price Calculation: Upon the Customer's written request to exercise this option, Cubic shall provide a lump-sum Buy-Out price. This price will be calculated based on the remaining unamortized capital value of the Equipment, determined by a pre-agreed depreciation schedule.
- C. Transition to O&M Model: Upon Cubic's receipt of the full Buy-Out payment, (i) title to the Equipment shall transfer to the Customer, (ii) the FCaaS model and its associated fees shall terminate, and (iii) the parties shall immediately transition to a standard Operations & Maintenance (O&M) support model, with monthly fees adjusted accordingly as per a revised Fee Schedule.



## **CUBIC FOR FORT SMITH TRANSIT FARE COLLECTION AND TRIP PLANNING SYSTEM**

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### **ADDENDUM TO CUBIC SERVICE AGREEMENT**

#### **Between the City of Fort Smith and Cubic Transportation Systems, Inc.**

Due to Federal Transit Administration (FTA) funding of the Transit Fare Collection and Trip Planning System for Fort Smith Transit, the following federal requirements are hereby incorporated into and made a part of the Transit Fare Collection and Trip Planning System Service Agreement between Cubic Transportation Systems, Inc. ("Cubic Transportation Systems, Inc.") and the City of Fort Smith / Fort Smith Transit ("FST").

These requirements are imposed pursuant to FTA Circular 4220.1E and other applicable federal statutes, regulations, and directives governing federally assisted procurements.

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### **SECTION 11 – FEDERAL COMPLIANCE AND REGULATORY REQUIREMENTS**

#### **11.1 FEDERAL FUNDING NOTICE**

This Contract is subject to financial assistance agreements between the City of Fort Smith / Fort Smith Transit (FST) and the United States Department of Transportation (USDOT), Federal Transit Administration (FTA). As a result, the Cubic Transportation Systems, Inc. shall comply with all applicable federal statutes, regulations, executive orders, FTA circulars, and policies governing federally funded transit procurements, including those incorporated by reference herein.

Acceptance of this Contract constitutes the Cubic Transportation Systems, Inc.'s agreement to comply with all federal requirements whether or not expressly stated in this Contract.

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#### **11.2 CIVIL RIGHTS – NONDISCRIMINATION (TITLE VI)**

The Cubic Transportation Systems, Inc. agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), the Department of Transportation's implementing regulations (49 CFR Part 21), and all related statutes and directives. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

The Cubic Transportation Systems, Inc. shall include this provision in every subcontract and vendor agreement financed in whole or in part with federal funds.

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### **11.3 EQUAL EMPLOYMENT OPPORTUNITY**

The Cubic Transportation Systems, Inc. shall comply with all applicable Equal Employment Opportunity requirements, including Executive Order 11246, as amended, and the regulations issued thereunder. The Cubic Transportation Systems, Inc. shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status.

The Cubic Transportation Systems, Inc. agrees to:

- (a) Take affirmative action to ensure equal opportunity in all employment practices;
- (b) Post all required notices in conspicuous places available to employees and applicants; and
- (c) Include these requirements in all applicable subcontracts.

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### **11.4 AMERICANS WITH DISABILITIES ACT (ADA) AND SECTION 508**

The Cubic Transportation Systems, Inc. shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), Section 504 of the Rehabilitation Act, and Section 508 accessibility requirements.

All systems, software, hardware, websites, mobile applications, and public-facing interfaces provided under this Contract shall be accessible to individuals with disabilities and shall conform, at a minimum, to WCAG 2.1 Level AA standards.

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### **11.5 BUY AMERICA REQUIREMENTS**

The Cubic Transportation Systems, Inc. shall comply with Buy America requirements set forth in 49 U.S.C. §5323(j) and 49 CFR Part 661. All steel, iron, and manufactured products used in FTA-funded portions of this Contract shall be produced in the United States unless a valid waiver applies.

A signed Buy America Certification shall be submitted as required. Failure to comply may result in a determination of non-responsiveness or breach of Contract.

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### **11.6 DEBARMENT AND SUSPENSION**

The Cubic Transportation Systems, Inc. certifies compliance with Executive Orders 12549 and 12689 and 2 CFR Part 180. Neither the Cubic Transportation Systems, Inc. nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted transactions.

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### **11.7 LOBBYING RESTRICTIONS**

The Cubic Transportation Systems, Inc. shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). No federal appropriated funds shall be used to influence or attempt to influence any federal official in connection with the awarding of this Contract.

The Cubic Transportation Systems, Inc. shall submit the required Certification Regarding Lobbying and disclose the use of any non-federal funds used for lobbying activities.

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## **11.8 ENERGY CONSERVATION AND ENVIRONMENTAL COMPLIANCE**

The Cubic Transportation Systems, Inc. shall comply with all applicable standards and regulations issued pursuant to the Energy Policy and Conservation Act and the National Environmental Policy Act (NEPA). Environmentally responsible practices are encouraged throughout Contract performance.

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## **11.9 ACCESS TO RECORDS AND AUDITS**

In accordance with 2 CFR §200.337 and the FTA Master Agreement, the Cubic Transportation Systems, Inc. shall permit the City of Fort Smith, FST, FTA, the U.S. Comptroller General, or their authorized representatives to inspect, audit, and copy any records directly pertinent to this Contract.

Records shall be retained for a minimum of three (3) years following final payment, or longer if required by law.

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## **11.10 FEDERAL CHANGES**

The Cubic Transportation Systems, Inc. shall comply with all applicable FTA regulations, circulars, policies, and directives, including those issued or amended during the term of this Contract. Such changes shall not relieve the Cubic Transportation Systems, Inc. of its obligations.

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## **11.11 NO FEDERAL GOVERNMENT OBLIGATION**

The Federal Government is not a party to this Contract and assumes no obligations or liabilities arising from this Contract.

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## **11.12 INCORPORATION OF FTA TERMS**

All FTA-required contractual provisions are hereby incorporated by reference. In the event of a conflict, FTA requirements shall control.

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## **11.13 TERMINATION**

### **11.13.1 Termination for Convenience**

FST may terminate this Contract, in whole or in part, at any time by written notice. The Cubic Transportation Systems, Inc. shall cease work, preserve property, and deliver all completed or in-progress work and data. Compensation shall be limited to allowable costs incurred through the termination date. Lost profits are not recoverable.

### **11.13.2 Termination for Default**

FST may terminate this Contract for failure to perform, failure to comply with legal or federal requirements, or failure to make adequate progress. FST may procure substitute services and recover excess costs.

### 11.13.3 Termination for Lack of Funding

This Contract is contingent upon the availability of funding. In the event funding becomes unavailable, FST may terminate the Contract without penalty.

### 11.13.4 Federal Termination Requirements

All termination actions shall comply with 2 CFR Part 200, the FTA Master Agreement, and FTA Circular 4220.1F. These requirements shall be flowed down to all subcontractors.

### 11.13.5 Transition and Data Return

Upon termination, the Cubic Transportation Systems, Inc. shall ensure continuity of operations, return all system data and documentation, and provide reasonable transition assistance.

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## CERTIFICATION AND ACKNOWLEDGMENT

I, Cubic Transportation Systems, Inc., hereby certifies that I have read, understand, and agree to comply with all Federal Transit Administration (FTA) requirements and City of Fort Smith requirements set forth herein as they relate to the Transit Fare Collection and Trip Planning System service for the City of Fort Smith Transit Department.

By signing below, the undersigned affirms that they are authorized to bind Cubic Transportation Systems, Inc. to these requirements.

**Signature:** Anastasia Cunningham-Thomas  
Anastasia Cunningham-Thomas (Feb 18, 2026 10:50:30 EST)

**Printed Name & Title:** Anastasia Cunningham-Thomas (Regional Director/Counsel of Contracts NAM)

**Date:** 2/18/2026



## Revised Cost Proposal I Response to Request for Proposal (RFP) 2025-12I Transit Fare Collection and Trip Planning System

**SUBMITTED BY:**

Cubic Transportation Systems, Inc.

26 January 2026

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## 1. Cost Proposal

The table below outlines the proposed one-time costs associated with the Umo Platform, inclusive of all features.

All fees are shown in USD exclusive of any applicable federal, state, or local government sales taxes.

Cubic's proposed solution to Fort Smith Transit (FST) is predicated on and subject to Cubic's Platform Service Agreement, which is available upon request. If the terms set out in our PSA do not adequately address material terms proposed by FST, Cubic is willing to enter into good faith discussions with FST on modifications to such terms.

### 1.1. Capital Expenses: One-Time Startup Costs

Table 1: Capital Expenses: One-Time Startup Costs

| Item                       | Price    | QTY   | Unit     | Total           | Comments   |
|----------------------------|----------|-------|----------|-----------------|--|
| Launch Services            | \$40,000 | 1     | One-time | \$40,000        | Project management, fare policy configuration, virtual training, testing and operational readiness, API Library, and hardware commissioning. |
| Trip Planning Activation   | \$8,000  | 1     | One-time | \$8,000         | One-time API connection fee  |
| Fixed-mount Validators     | \$2,475  | 10    | Per unit | \$24,750        | Buy America-compliant cEMV capable reader with a one-year warranty   |
| Validator Mounts           | \$150    | 10    | Per unit | \$1,500         | 1-year warranty  |
| Validator Backing Plate    | \$100    | 10    | Per unit | \$1,000         |  |
| Samsung Xcover 6 Pro (HHU) | \$1,200  | 6     | Per unit | \$7,200         | 1-year warranty  |
| Reloadable Transit Cards   | \$4.00   | 2,000 | Per unit | \$8,000         |  |
| <b>Total</b>               |          |       |          | <b>\$90,450</b> |  |

#### 1.1.1. Optional (Spare)

|                         |         |   |          |                |  |
|-------------------------|---------|---|----------|----------------|--|
| Fixed-Mount Validator   | \$2,475 | 1 | Per Unit | \$2,475        | Buy America-compliant cEMV capable reader with a one-year warranty |
| Validator Mounts        | \$150   | 1 | Per unit | \$150          | 1-year warranty  |
| Validator Backing Plate | \$100   | 1 | Per unit | \$100          |  |
| <b>Total</b>            |         |   |          | <b>\$2,725</b> |  |

### 1.2. Operating Expenses: Ongoing Subscription Fees

The table below outlines Umo's subscription fees, inclusive of all associated operations, support, project management, customer success, hosting, and security fees. This rate covers all ongoing operations and maintenance of FST's fare collection program, including open payment enablement and trip planning.

The simplified annual subscription fee allows FST to easily forecast anticipated vendor payments while eliminating any transaction (per tap) fees.



Table 2: Operating Expenses: Ongoing Subscription Fees

| Item                    | Price    | QTY | Unit     | Total          | Comment  |
|-------------------------|----------|-----|----------|----------------|--|
| Annual Subscription Fee | \$40,000 | N/A | Annually | \$40,000       | Includes all support and hosting. Subject to a 3% yearly indexation. |
| Trip Planning Fee       | \$1,200  | 1   | Monthly  | \$1,200        | Subject to a 3% yearly indexation                                    |
| <b>Monthly Total</b>    |          |     |          | <b>\$4,534</b> |  |



## Meet Umo®

We take care of the technology,  
so you can take care of your riders.



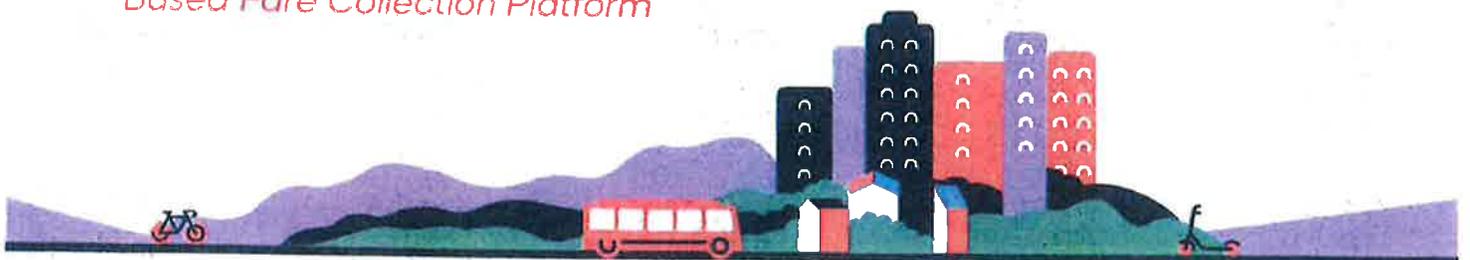
**Umo is an account-based fare payment platform that enables flexible and accessible travel for riders, transit agencies and mobility service providers.** It simplifies travel by integrating all regional transportation options – from buses, trains, trams and ferries to rideshare, scooters and bikes – into one experience. Umo is an out-of-the-box solution that automatically enables regional interoperability for improved connectivity, data sharing and the development of regional fare products.

Umo gives your riders a broad set of payment options that ensure equity for everyone. Umo will keep your riders moving efficiently by offering multi-modal journey planning, contactless payment, real-time travel information, rewards opportunities and the ability to engage with their community.

Umo's SaaS (Software-as-a-Service) platform-based approach simplifies transportation management, enabling everyone from the smallest bus operator to the largest regional transport authority to deliver a reliable public transit experience – for a fraction of the cost of bespoke systems.

Our architecture allows agencies to quickly roll out new features across all operators, enabling you and your riders to access new functionalities and system enhancements as the platform evolves in response to the market and technological advancements. This means no costly change orders..... ever.

*Over 70 Transit Agencies  
Trust Umo as Their Account-  
Based Fare Collection Platform*



# Happy Riders. Happy Providers.



## Benefits for Riders

- **Multiple Payment Options:** Riders can pay for transit trips whichever way they prefer, including contactless credit/debit cards, mobile app with Apple or Google Pay, a smart card reloadable online or at retail outlets, or cash on board.
- **Seamless:** Travel between transit agencies with a single mobility account.
- **App Engagement:** Provide feedback on bus and train operations and see calories burnt, carbon emitted, and occupancy info for a trip.
- **Notifications:** Travelers can enable alerts, so they never miss their stop or an account top-up.
- **Real-Time Information:** Provide travelers with information about next time arrivals and service alerts.
- **Rewards & Loyalty:** Riders receive loyalty rewards and personalized offers for using public transit.
- **Accessible:** Optimized for the visually impaired using VoiceOver and TalkBack technologies, which allow them to navigate through the app with ease through their text-to-voice programs.

## Benefits for Agencies

- **Rapid Deployment:** Launch Umo in your city in 90 days or less.
- **Reporting:** Powerful back-office reporting to drive decision making while minimizing impact on staff resources.
- **Flexible Fare Configurations:** Easily deploy fare capping or other fare policies to encourage ridership and promote equity.
- **Rider Engagement:** Engage riders with in-app surveys, polling and route-based messaging localized for their region and language.
- **Open Architecture:** Umo is pre-integrated with many CAD/AVL and payment providers and offers extensive integration options should you wish to extend functionality further to suit your needs.
- **Automatic Upgrades:** The Umo Platform is updated regularly to provide enhancements for you and your riders.
- **Boost Ridership:** Public transit agencies can personalize campaigns to encourage traveling behavior through incentives and messages to their riders in real-time.

## MOBILITY FOR ALL

*With Umo, payment options are inclusive and do not require smartphones, credit cards or bank accounts. Our platform leverages universal design principles to deliver accessibility for all.*

*Every agency on the Umo platform is automatically connected to and pre-integrated with other Umo agencies within the country. Share data, fare products and insights to drive ridership and improve the customer experience.*



| Evaluator Name   | Department              | Proposer  | Project                            |   |                          |                                  |                                   | References & Past Performance | TOTAL SCORE                        |                         |
|------------------|-------------------------|-----------|------------------------------------|---|--------------------------|----------------------------------|-----------------------------------|-------------------------------|------------------------------------|-------------------------|
|                  |                         |           | Vendor Qualifications & Experience | Scope of Services & System Requirements | Integration Requirements | Management & Implementation Plan | Documentation, Training & Support |                               |                                    | Cost Proposal & Pricing |
|                  |                         |           | Section 3 (20)                     | Section 4 (25)                          | Section 5.6 (15)         | Section 5 (10)                   | Section 6.8 (10)                  | Section 9/10 (15)             | Section 7 (5)                      |                         |
| Gregory Carthon  | Fort Smith Transit-6550 | Cubic-Umo | 19                                 | 24                                      | 14                       | 9                                | 9                                 | 13                            | 5                                  | 93                      |
| Nancy Kain       | Fort Smith Transit-6550 | Cubic-Umo | 20                                 | 23                                      | 14                       | 8                                | 8                                 | 13                            | 5                                  | 91                      |
| Jason Haley      | Fort Smith Transit-6550 | Cubic-Umo | 19                                 | 24                                      | 12                       | 10                               | 10                                | 15                            | 5                                  | 95                      |
| Jeff Turrentine  | Fort Smith Transit-6550 | Cubic-Umo | 17                                 | 21                                      | 12                       | 8                                | 8                                 | 14                            | 4                                  | 84                      |
| David Hewitt     | Fort Smith Transit-6550 | Cubic-Umo | 18                                 | 24                                      | 14                       | 8                                | 9                                 | 13                            | 4                                  | 90                      |
| Douglas Martinez | Fort Smith Transit-6550 | Cubic-Umo | 19                                 | 23                                      | 15                       | 9                                | 8                                 | 13                            | 5                                  | 92                      |
|                  |                         |           |                                    |   |                          |                                  |                                   |                               | <b>90.83333333</b> Consensus Score |                         |
| Evaluator Name   | Department              | Proposer  | Section 3 (20)                     | Section 4 (25)                          | Section 4.5 (15)         | Section 5 (10)                   | Section 6.8 (10)                  | Section 9/10 (15)             | Section 7 (5)                      | TOTAL SCORE             |
| Gregory Carthon  | Fort Smith Transit-6550 | Matawan   | 16                                 | 20                                      | 13                       | 8                                | 8                                 | 15                            | 4                                  | 84                      |
| Nancy Kain       | Fort Smith Transit-6550 | Matawan   | 17                                 | 21                                      | 13                       | 8                                | 8                                 | 9                             | 4                                  | 80                      |
| Jason Haley      | Fort Smith Transit-6550 | Matawan   | 19                                 | 20                                      | 13                       | 8                                | 8                                 | 5                             | 4                                  | 77                      |
| Jeff Turrentine  | Fort Smith Transit-6550 | Matawan   | 15                                 | 20                                      | 10                       | 7                                | 7                                 | 12                            | 3                                  | 74                      |
| David Hewitt     | Fort Smith Transit-6550 | Matawan   | 18                                 | 21                                      | 12                       | 7                                | 8                                 | 15                            | 4                                  | 85                      |
| Douglas Martinez | Fort Smith Transit-6550 | Matawan   | 16                                 | 19                                      | 13                       | 8                                | 7                                 | 15                            | 4                                  | 82                      |
|                  |                         |           |                                    |   |                          |                                  |                                   |                               | <b>80.33333333</b> Consensus Score |                         |
| Evaluator Name   | Department              | Proposer  | Section 3 (20)                     | Section 4 (25)                          | Section 4.5 (15)         | Section 5 (10)                   | Section 6.8 (10)                  | Section 9/10 (15)             | Section 7 (5)                      | TOTAL SCORE             |
| Gregory Carthon  | Fort Smith Transit-6550 | Modeshift | 18                                 | 22                                      | 14                       | 9                                | 9                                 | 13                            | 5                                  | 90                      |
| Nancy Kain       | Fort Smith Transit-6550 | Modeshift | 17                                 | 21                                      | 13                       | 8                                | 8                                 | 10                            | 3                                  | 80                      |
| Jason Haley      | Fort Smith Transit-6550 | Modeshift | 19                                 | 24                                      | 14                       | 9                                | 8                                 | 5                             | 4                                  | 83                      |
| Jeff Turrentine  | Fort Smith Transit-6550 | Modeshift | 16                                 | 21                                      | 11                       | 8                                | 7                                 | 13                            | 4                                  | 80                      |
| David Hewitt     | Fort Smith Transit-6550 | Modeshift | 17                                 | 22                                      | 13                       | 9                                | 8                                 | 13                            | 5                                  | 87                      |
| Douglas Martinez | Fort Smith Transit-6550 | Modeshift | 17                                 | 21                                      | 14                       | 9                                | 9                                 | 12                            | 5                                  | 87                      |
|                  |                         |           |                                    |   |                          |                                  |                                   |                               | <b>84.5</b> Consensus Score        |                         |
| Evaluator Name   | Department              | Proposer  | Section 3 (20)                     | Section 4 (25)                          | Section 4.5 (15)         | Section 5 (10)                   | Section 6.8 (10)                  | Section 9/10 (15)             | Section 7 (5)                      | TOTAL SCORE             |
| Gregory Carthon  | Fort Smith Transit-6550 | Kontron   | 17                                 | 21                                      | 13                       | 8                                | 8                                 | 14                            | 4                                  | 85                      |
| Nancy Kain       | Fort Smith Transit-6550 | Kontron   | 16                                 | 20                                      | 12                       | 7                                | 7                                 | 11                            | 3                                  | 76                      |
| Jason Haley      | Fort Smith Transit-6550 | Kontron   | 10                                 | 20                                      | 14                       | 8                                | 5                                 | 12                            | 4                                  | 73                      |
| Jeff Turrentine  | Fort Smith Transit-6550 | Kontron   | 15                                 | 20                                      | 11                       | 7                                | 7                                 | 13                            | 3                                  | 76                      |
| David Hewitt     | Fort Smith Transit-6550 | Kontron   | 17                                 | 21                                      | 13                       | 9                                | 8                                 | 14                            | 4                                  | 86                      |
| Douglas Martinez | Fort Smith Transit-6550 | Kontron   | 17                                 | 20                                      | 13                       | 8                                | 8                                 | 14                            | 4                                  | 84                      |
|                  |                         |           |                                    |   |                          |                                  |                                   |                               | <b>80</b> Consensus Score          |                         |



## **Moving Fort Smith Forward: The Value of a Modern Transit Fare Collection & Trip Planning System**

### **Overview**

Upgrading to a modern Transit Fare Collection & Trip Planning System is a strategic investment that enhances customer experience, strengthens operations, improves financial accountability, and positions Fort Smith Transit for future growth. This modernization aligns with best practices across the transit industry and supports the agency's mission to provide efficient, equitable, and reliable transportation.

### **Improved Rider Experience**

- **Easy, flexible payments** including mobile apps, contactless cards, passes, and cash options.
- **Real-time trip planning** with accurate arrival times, route guidance, and service alerts.
- **Faster boarding and reduced wait times**, improving on-time performance and customer satisfaction.

### **Better Data & Decision-Making**

- **Accurate, real-time data** on ridership, fares, and travel patterns.
- Supports **data-driven service planning**, route optimization, and performance monitoring.
- Enhances **grant applications, audits, and FTA reporting** with reliable system-generated data.

### **Financial Accountability & Revenue Protection**

- Reduces fare evasion through automated, account-based systems.
- Improves fare reconciliation, reporting accuracy, and internal controls.
- Enables flexible fare policies (daily caps, reduced fares, passes) without added administrative burden.

### **Operational Efficiency**

- Minimizes cash handling and manual processes, reducing staff workload and risk.
- Integrates with CAD/AVL, fixed-route, and demand-response services for a unified system.
- Allows staff to focus more on service delivery and customer support.

### **Equity, Accessibility & Compliance**

- Supports reduced-fare programs for seniors, students, veterans, and low-income riders.
- Improves ADA accessibility through user-friendly trip planning tools.
- Enhances compliance with federal requirements and Title VI considerations.

### **Future-Ready & Sustainable**

- Scales as services expand regionally and supports future fare integration.
- Reduces paper tickets and passes, supporting sustainability goals.
- Positions Fort Smith Transit for emerging technologies and Mobility-as-a-Service (MaaS).

### **Conclusion**

A modern Transit Fare Collection & Trip Planning System is more than a technology upgrade—it is a service improvement that increases efficiency, transparency, and rider satisfaction. Investing in this system ensures Fort Smith Transit is prepared to meet today's expectations while building a strong, adaptable foundation for the future.



## The ROI of a Modern Fare Collection & Trip Planning System

From a financial standpoint, this investment improves revenue capture, reduces operating risk, lowers administrative costs, and strengthens our ability to secure outside funding—while positioning the agency for long-term sustainability.

### 1. ROI Is More Than Revenue—It's Cost Avoidance + Efficiency

Traditional fare systems incur costs in staff time, cash handling, potential errors, and outdated data.

#### Return comes from:

- Reduced cash handling, counting, and reconciliation time
  - Fewer fare disputes and potential billing errors
  - Less paper, printing, and physical pass distribution
  - Reduced risk(s) and cleaner financial reporting
- 

### 2. Revenue Protection Pays for Itself

Modern systems typically **increase captured revenue** without raising fares. Example:

- Reduced fare evasion
  - Accurate fare enforcement and validation
  - Account-based systems prevent loss from damaged or expired passes
  - Easier payment options mean fewer missed fares
- 

### 3. Staff Time = Real Money

Automated systems shift staff away from manual tasks.

#### ROI example:

- Less time selling, tracking, and replacing passes
  - Fewer customer complaints and investigations
  - Reduced IT and manual reporting support
- 

### 4. Better Data = Better Funding

Funding agencies increasingly expect **high-quality data**.

#### A modern system:

- Strengthens FTA reporting and compliance
- Improves grant competitiveness
- Provides defensible data for service changes and expansions
- Supports regional service growth (a stated Fort Smith Transit goal)



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Wes Milam, Director of Public Safety Communications  
**DATE:** February 25, 2026  
**SUBJECT:** Agreement with Fort Smith EMS to provide emergency medical dispatch services to RVCC.

### **SUMMARY**

Plans continue toward full consolidation of the Sebastian County public safety answering point (PSAP) with the Fort Smith PSAP the week of July 6, 2026. Upon consolidation, the unified center will be temporarily located at the current City of Fort Smith PSAP within the Fort Smith Police Headquarters building until funding can be identified for a separate facility. This move will satisfy our legislative requirements for consolidation.

Despite the consolidation, we will not have the appropriate resources with which to conduct emergency medical dispatch (EMD) services. EMS services require a specific, accredited process of protocol dispatching to maintain the appropriate level of care until an ambulance can arrive on scene. The plan remains that RVCC will eventually assume EMD services when the resources are available and upon eventual location at a standalone facility. Until that time, the RVCC must continue to transfer 911 calls involving emergency medical situations to Fort Smith EMS.

Thus, this memorandum of agreement with Fort Smith EMS is presented for approval. The RVCC will provide funding to Fort Smith EMS to maintain this level of emergency medical dispatch services in the amount of \$125,000. The RVCC 2026 operating budget has funding identified for this need.

### **ATTACHMENTS**

1. [Item\\_2552\\_Resolution\\_FSEMS.pdf](#)
2. [FSEMS MOA February 2026.docx](#)

**FISCAL IMPACT:** \$125,000.00  
**BUDGET INFORMATION:** Budgeted / RVCC - 911 Fund

RESOLUTION NO \_\_\_\_\_

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH FORT SMITH EMS TO PROVIDE EMERGENCY MEDICAL DISPATCH SERVICES FOR THE RIVER VALLEY COMMUNICATIONS CENTER

---

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, Fort Smith EMS is certified to provide emergency medical dispatch (EMD) services for the City and the County; and,

WHEREAS, there exists a need to enter into an agreement with Fort Smith EMS to provide said services to the River Valley Communications Center.

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

Section 1: The Agreement with Fort Smith EMS, incorporated herein by reference, for the provision of emergency medical dispatch services, is hereby approved.

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

This Resolution adopted this 3<sup>rd</sup> day of March, 2026.

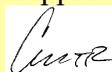
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:



\_\_\_\_\_

# MEMORANDUM OF AGREEMENT

Between

City of Fort Smith, Arkansas

And

Fort Smith EMS

## Purpose

This MOA establishes an agreement between the City of Fort Smith and Fort Smith EMS for the provision of 911 dispatching services for all EMS calls within Sebastian County, including first responder call-outs.

## Scope of Services

Fort Smith EMS agrees to:

- Provide 911 dispatching services for all EMS-related calls within Sebastian County.
- Coordinate and dispatch first responder units as appropriate.
- Maintain compliance with all applicable local, state, and federal regulations regarding emergency medical dispatching.

## Term

This agreement shall commence on January 1, 2026, and remain in effect until December 31, 2026 unless terminated earlier by mutual agreement or as otherwise provided herein.

## Compensation

The City of Fort Smith agrees to pay Fort Smith EMS the amount of \$125,000 annually for the services described in this agreement. Payment terms shall be quarterly and paid from the 911 funds.

## Liability

To the extent required by law, each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Nothing in this agreement

shall be construed as creating any liability for one party for the acts or omissions of the other party. Nothing in this agreement shall be construed as a waiver of any tort immunity (see Ark. Code Ann. § 21-9-301) by the City.

## Termination

Either party may terminate this agreement, for any reason, upon providing [insert notice period, e.g., 90 days] written notice to the other party. Such written notice shall be sent to a party at the address noted below.

## Signatures

|  |                                     |
|--|-------------------------------------|
| City of Fort Smith                     | Fort Smith EMS                      |
| Signature:                             | Signature:                          |
| Printed Name:                          | Printed Name:                       |
| Title:                                 | Title:                              |
| 623 Garrison AVE. Fort Smith, AR 72901 | 3417 Duke AVE. Fort Smith, AR 72908 |
| Date: _____                            | Date: _____                         |



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Wes Milam, Director of Public Safety Communications (RVCC)  
**DATE:** February 25, 2026  
**SUBJECT:** Purchase of Everbridge mass notification software for the River Valley Communications Center.

### SUMMARY

The City of Fort Smith, Sebastian County Office of Emergency Management (OEM), and the River Valley Communications Center (RVCC) utilize a mass notification system for the purpose of sending critical alerts and updates to citizens, visitors, and City of Fort Smith employees. This system is maintained and funded by the RVCC 911 fund. We are seeking to replace our current software with Everbridge mass notification software. This is a more efficient and user-friendly software with the ability to integrate with 911 emergency CAD systems.

Everbridge software allows FEMA-approved alerting authorities, such as 911 Emergency Communications Centers and Emergency Management Agencies, to issue public alerts through FEMA's Integrated Public Alert & Warning System (IPAWS) for Emergency Alert Systems (EAS), Wireless Emergency Alerts (WEA), and Non-Weather Emergency Alerts (NWEM) to NOAA Weather Radios. This system will also allow real-time emergency alerts to be sent to Fort Smith City Employees in times of need, greatly improving response to the emergency and providing instructions for employees.

This agreement is presented for approval to purchase this software. Everbridge, Inc is an approved vendor within the GSA purchasing system (Contract # 47QTCA24D0083). The 2026 amount for implementation will be \$34,410.25 in 2026, followed by two annual payments of \$31,343.33. The RVCC 2026 operating budget has funding for this purchase.

### ATTACHMENTS

1. [Item\\_2553\\_Resolution\\_Everbridge.pdf](#)
2. [RVCC-Everbridge Agreement](#)

**FISCAL IMPACT:** \$97,097.00  
**BUDGET INFORMATION:** Budgeted / RVCC - 911 Fund

RESOLUTION NO \_\_\_\_\_

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH EVERBRIDGE INC. TO PURCHASE MASS NOTIFICATION SOFTWARE FOR THE RIVER VALLEY COMMUNICATIONS CENTER

---

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

Section 1: The Agreement with Everbridge, Inc., incorporated herein by reference, for the purchase of a mass notification software system in the amount of \$97,096.91, is hereby approved.

Section 2: Everbridge, Inc. is an approved GSA vendor under purchasing contract # 47GTCA24D0083 for the software subcategory of Information Technology.

Section 3: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Agreement approved by Section 1.

This Resolution adopted this 3<sup>rd</sup> day of March, 2026.

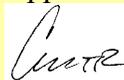
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:



---

**Prepared for:**

Wes Milam  
 River Valley Communications Center  
 100 South 10th St  
 Ft. Smith AR 72901  
 United States  
 Ph: (479) 709-5000  
 Fax: +1.479.783.2356  
 Email: tmilam@fortmithpd.org

**Quotation**

**Quote #:** Q-250494-1  
**Date:** 1/14/2026  
**Expires On:** 2/12/2026  
**Confidential**  
  
**Salesperson:** Nate Vogel  
**Phone:**  
**Email:** nate.vogel@everbridge.com  
**Payment Term:** Net 30  
**Entity ID:** Everbridge, Inc. - 26-2919312

**Contract Summary Information:**

|                                   |           |
|-----------------------------------|-----------|
| Contract Period:                  | 36 Months |
| Contract Option Years (in months) | 24 Months |

Year 1

| Qty                  | Product Code           | Description  | GSA Classification | Price         |
|----------------------|------------------------|--|--------------------|---------------|
| 130,000              | EBSPB-000000053-PF-SUB | Everbridge 360 – Public Safety Comms (Public Alerting) | GSA Product        | USD 29,202.39 |
| 2                    | 101-01-11-1001-000     | Everbridge Additional Organization                     | GSA Product        | USD 856.38    |
| 1                    | 101-01-11-1099-000     | SLG Premium Audio Bulletin Board                       | GSA Product        | USD 1,284.56  |
| <b>Year 1 TOTAL:</b> |                        |  |                    | USD 31,343.33 |

Year 2

| Qty                  | Product Code           | Description  | GSA Classification | Price         |
|----------------------|------------------------|--|--------------------|---------------|
| 130,000              | EBSPB-000000053-PF-SUB | Everbridge 360 – Public Safety Comms (Public Alerting) | GSA Product        | USD 29,202.39 |
| 2                    | 101-01-11-1001-000     | Everbridge Additional Organization                     | GSA Product        | USD 856.38    |
| 1                    | 101-01-11-1099-000     | SLG Premium Audio Bulletin Board                       | GSA Product        | USD 1,284.56  |
| <b>Year 2 TOTAL:</b> |                        |  |                    | USD 31,343.33 |

Year 3

| Qty                  | Product Code           | Description  | GSA Classification | Price         |
|----------------------|------------------------|--|--------------------|---------------|
| 130,000              | EBSPB-000000053-PF-SUB | Everbridge 360 – Public Safety Comms (Public Alerting) | GSA Product        | USD 29,202.39 |
| 2                    | 101-01-11-1001-000     | Everbridge Additional Organization                     | GSA Product        | USD 856.38    |
| 1                    | 101-01-11-1099-000     | SLG Premium Audio Bulletin Board                       | GSA Product        | USD 1,284.56  |
| <b>Year 3 TOTAL:</b> |                        |  |                    | USD 31,343.33 |

Professional Services

| Qty                                 | Product Code           | Description                                    | GSA Classification | Price        |
|-------------------------------------|------------------------|--|--------------------|--------------|
| 130,000                             | EBSPB-000000058-EN-SUB | ProServ - Everbridge 360 – Public Safety Comms | GSA Product        | USD 2,920.24 |
| <b>Professional Services TOTAL:</b> |                        |  |                    | USD 2,920.24 |

**Pricing Summary:**

|   |                      |
|---|----------------------|
| Year One Fees:                          | USD 31,343.33        |
| One-time Implementation and Setup Fees: | USD 146.68           |
| Professional Services:                  | USD 2,920.24         |
| <b>Total Year One Fees Due:</b>         | <b>USD 34,410.25</b> |

**Ongoing Fees:**

|                  |               |
|------------------|---------------|
| Year Two Fees:   | USD 31,343.33 |
| Year Three Fees: | USD 31,343.33 |

**Messaging Credits Summary:**

|        | <b>Initial Credits Allowance</b> | <b>Additional Credits Purchased</b> | <b>Total Credits</b> |
|--------|----------------------------------|-------------------------------------|----------------------|
| Year 1 | 3,000,000                        | 0                                   | 3,000,000            |
| Year 2 | 3,000,000                        | 0                                   | 3,000,000            |
| Year 3 | 3,000,000                        | 0                                   | 3,000,000            |

**Option Years:**

|                                   |               |
|-----------------------------------|---------------|
| Contract Option Years (in months) | 24 Months     |
| Ongoing Annual Fees :             | USD 31,343.33 |

**Quote Terms:**

1. Quote subject to terms & conditions of GSA Contract No. 47QTCA24D0083 and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. 47QTCA24D0083, or the EULA.

**Supplemental Notes:**

GSA Contract #47QTCA24D0083

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

**Name (Print):**

**Title:**

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

**Name (Print):**

**Title:**

**Everbridge, Inc.**  
**8300 Boone Blvd, Suite 800**  
**Vienna, VA 22182**  
**(818) 230-9700**  
**THANK YOU FOR YOUR BUSINESS!**



**Everbridge, Inc.**  
**GSA Approved End User License Agreement - SaaS**

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (“**Client**”), effective on the date of signature by an authorized signatory on the Quote or other ordering document (“**Effective Date**”). Everbridge and Client are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

**1. SERVICES.**

**1.1 Orders.** Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

**1.2 Users; Contacts.** “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

**2. PAYMENT TERMS.** Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. All pricing must be consistent with the Schedule Price List. If Client exceeds any role-based numbers, messaging credits or other usage levels consistent with the Schedule Price list. All Professional Services must be used within 12 months from date of purchase.

**3. RESPONSIBILITIES.**

**3.1 Client Data.** Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

**3.2 Use of Solutions.** Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on [www.everbridge.com](http://www.everbridge.com). Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

**3.3 Data Privacy.** Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

**3.4 Data Security.** Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge’s security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: <https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf>.

4. **TERM.** The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein.

#### 5. **SUSPENSION.**

5.1 **Suspension.** Everbridge may temporarily suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

#### 6. **PROPRIETARY RIGHTS.**

6.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 **Restrictions.** Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 **Reservation of Rights.** The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

#### 7. **CONFIDENTIAL INFORMATION.**

7.1 **Definition.** "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 **Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 **Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** During the duration of the Term, Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation during the period the Services are purchased. Everbridge shall provide 24X7X365 Client support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

**8.2 Disclaimer.** THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 SMS Transmission.** CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

## 9. INDEMNIFICATION.

**9.1 By Everbridge.** Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

**9.2 Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

**10. LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. Client understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

**11. INSURANCE.** Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least \$5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least \$5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

## 12. MISCELLANEOUS.

**12.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**12.2 Force Majeure; Limitations.** See GSA Schedule 70 contract and individual ordering document.

**12.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

**12.4 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Client, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

**12.5 Governing Law.** This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

**12.6 Notices.** Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

**12.7 No Third-Party Beneficiaries.** There are no third- party beneficiaries to this Agreement.

**12.8 Survival.** Sections 2, 3.1, 6, 7, 9, 10 11, 12 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

**12.9 Equal Employment Opportunity.** Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

**12.10 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

**12.11 U.S. Government End-Users.** The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government Clients and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

**12.12 General.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

EXHIBIT A  
Additional Business Terms

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

**If Client Is Ordering Nixle® Products or Community Engagement:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, “**Public Communications**”), (b) use and display Client’s trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client’s website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

**If Client Is Ordering Everbridge Suite Products:**

1. **Messaging Credits.** The Solutions include units of usage (“**Messaging Credits**”) for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths (“**Notifications**”). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client’s use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
  - SMS Text messages:
    - i. For messages that contain only GSM characters, each 153 characters or portion thereof.
    - ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
    - iii. GSM characters include only characters in the GSM 7-bit default alphabet.
    - iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
  - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
  - TTY: One minute per TTY message.
  - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client’s use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client’s use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. “**Data Feed**” means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records (“**Resident Connection Data**”) in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

**Non-Emergency Messaging**

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, and any other similar laws and regulation (collectively, “**Consumer Protection Law**”). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws.

EXHIBIT B  
IPAWS- CMAS/WEA Addendum

*This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

1. **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

# Everbridge Public Safety Communications

## Overview

**Everbridge Public Safety Communications combines the power of the Everbridge 360 platform with Community Engagement (formerly Nixle), Everbridge’s anonymous opt-in SMS community alerting service, to provide a complete platform for managing a full spectrum of community communications.**

Everbridge Public Safety Communications is built on the robust Everbridge 360 platform featuring advanced security protocols, scalable infrastructure, mobile accessibility, interactive reporting, and adaptive resource mapping designed to mirror your organization. These capabilities are supported by enterprise-grade data management tools, offering flexible and comprehensive data handling options. Everbridge Public Safety Communications enables the sending of targeted or broad notifications via text, voice, email, desktop alerts, social media and secure internal collaboration. Alerts can be targeted to individuals or groups using predefined lists, geographic locations, and visual intelligence tools.

Everbridge Public Safety Communications allows FEMA-approved alerting authorities to issue public alerts through FEMA’s Integrated Public Alert and Warning System (IPAWS). Once FEMA credentials are obtained, administrators upload the assigned digital certificate into their Everbridge Organization.

Everbridge Public Safety Communications with Community Engagement (formerly Nixle), utilizing SMS zip code and keyword opt-ins, makes it easy to expand your community reach:

- Everbridge Community Engagement enables individuals to quickly sign up, based on their locations of interest, or by simply sending a keyword via SMS. These individuals are known as Subscribers—communications recipients not managed by organizations, but whom Everbridge offers organizations to communicate with just as easily as organization Contacts. Organization Contacts are recipients whom organizations upload to Everbridge or register via Member Portal and are maintained directly by the organization.
- Everbridge Community website and Public Safety mobile app allow subscribers to manage their personal profiles, explore organizations in their communities, and subscribe anonymously to receive messages regarding specific topics or general messages from organizations.
- Each organization can optionally have its own branded website where subscribers can gather more information about a topic and view previous messages.

Below is a list of the key inclusions for your Everbridge Public Safety Communications system.

## Core Platform Access

- Unlimited Users/Administrators for:

- Web-based portal to initiate messages, reporting, and administration of groups and users.
- ManageBridge Application (iOS, Android).
- Three (3) Organizations with unlimited nested static and dynamic groups.
- One (1) Contact data location may be chosen per organization, in either the United States, Germany, Canada, or the United Kingdom.
- Four (4) Everbridge basic conference bridge codes.
- Basic Audio Bulletin Board with unique organization ID.

**Core Features**

- Custom-branded portal for connecting with Contacts you uploaded into Everbridge or have signed up via your member portal.
- Custom-branded subscription pages within Everbridge Community to make it easy for individuals to opt into receiving your messages (powered by Community Engagement).
- Flexible role-based access controls to manage user permissions.
- Real-Time dashboard.
- Interactive map to view alerts and launch communications.
- Automatically broadcast customized government-issued weather messages (US and Europe) based on the recipient, location and type of weather events.
- Custom reporting.
- Secure Collaboration encrypted chat with individuals or groups via mobile and desktop.
- Everbridge Elastic Infrastructure for message delivery.
- Everbridge Community Engagement Subscriptions (formerly Nixle) with five (5) opt-in keywords.
- Client hereby grants to Company a non-exclusive, royalty-free, and fully-paid, transferable, worldwide, irrevocable, and perpetual right and license (including the right to sublicense through multiple tiers of sublicensees) to (a) use, copy, display, disseminate, publicly perform, publicly display, digitally transmit, publish, translate, reformat, create derivative works from, and otherwise use communications Client sends through the Solutions (“Client Communications”) as necessary to provide the applicable Solutions and for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google Alerts, National Center for Missing & Exploited Children) and users of the Everbridge Community Engagement/Everbridge Nixle service (collectively, “Public Communications”), (b) use and display Client’s trademarks, service marks and logos, in connection with providing the applicable Solutions, including any Public Communications, and (c) to use, sell, offer to sell, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Client Communications. Client hereby grants to Company a non-exclusive, fully paid right to place a widget on Client’s website to facilitate Subscriber opt-in registrations to the applicable Solutions. Client further acknowledges and agrees that all personal information collected from or about individuals registering through such widget by Company as well as any other personal information used in connection with the Solutions, shall be controlled and processed by Company in accordance with the

Community Engagement (formerly Nixle) and Visitor Engagement Services-Specific Data Practices in Company's privacy notice available at: <https://www.everbridge.com/about/legal/everbridge-global-privacy-notice>.

### Advanced Capabilities

- Access to Incident Management to automate incident communication workflows.
- Incident Chat to coordinate and collaborate.
- SmartConference with four (4) lines for audio conference bridging.
- Single Sign-On (SSO).
- Desktop Alerts – Urgent full-screen takeover alerts.
- Contact Management and Notification APIs.
- Email Ingestion – Launch notifications through email.

## Key features

### Core Messaging Capabilities

- One-screen broadcast creation workflow to speed message creation and reduce human error.
- Standard, polling, or on-the-fly 'One-Touch' Conference Call messages.
- Multi-language Text-to-Speech Engine and Custom Voice Recording.
- Real-time reporting for situational awareness and after-action analysis.
- Five (5) Live Operator Message Initiations per year.
- Unlimited Communication Templates.
- Audio Bulletin Board.
- Notification escalation: Automatically sends to the next person/group if no confirmation is received
- Four (4) Everbridge basic conference bridge codes.
- Customizable caller ID and source email address.

### User Access & Security

- Single Sign-On (SSO) for simplified user management.
- Interactive Dashboard for organizational activity summary.
- Flexible role-based access controls to manage user permissions.
- Access to:
  - Real-Time Dashboard
  - Notifications History
  - Interactive mapping
  - Custom Reporting

### Publishing & Distribution

- Everbridge Network: Access situational intelligence and notifications shared by other public and private groups.
- Web Posting: Publish notifications to websites and services via HTTPS API.
- Social Media Integration: Publish directly to Facebook and Twitter.

- Mobile App from Everbridge: Notifications to smartphones of residents and employees, with custom logo display.
- Audio Bulletin Board: Contacts can retrieve messages at their convenience.
- For authorized authorities in the United States, publish messages:
  - Wireless Emergency Alerts (WEA) (short text message to mobile phones).
  - Emergency Alert System (EAS) (short text message to televisions and audio message to radio).
  - Non-Weather Emergency Alerts (NWEM) (short audio messages to NOAA radio).
  - COG-to-COG (messages to other alerting authorities who have access to IPAWs).
  - *Note: Everbridge has no influence over the channel permissions assigned to a client. For instance, if a client is granted access to send only to WEA, then Everbridge cannot force the notification to also be sent to the EAS channel.*

**Messaging Channels & Delivery**

- SMPP based True SMS text messaging: Character limits for SMS text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
- Email.
- Voice messages.
- Mobile app.
- TAP.
- Microsoft Teams.
- Slack.
- Pager.
- TTY.
- Fax.
- Organization-specific customizable caller ID.
- Everbridge transmits messages through various channels using standard protocols. Messaging services like email, voice calls, and SMS may experience delays or undelivered messages due to third parties, often chosen by you or the recipient (e.g., busy signal, carrier network issues, or dead battery). Everbridge does not guarantee delivery and recommends using multiple channels for critical communications.

**Message Credit System**

- Messaging is subject to usage limits ("Message Credits") as outlined in your quote or pricing document.
- Monitor usage, limits, and remaining credits via the Client Portal.
- Each of the following is counted towards message credits:
  - SMS text messages.
  - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
  - TTY: One minute per TTY message.

- Fax: Per Page Transmitted.

**Mobile & Location-Based Features**

- Access to ManageBridge for launching, monitoring, and receiving notifications on on-going incidents.
- Everbridge Public Safety mobile app community members to receive notifications.
- Everbridge 360 mobile app for staff and community officials.
- Public Incident Zone: Alert residents via Everbridge’s Mobile app when entering an impacted area.

**Geospatial & Contact Management Tools**

- Integrated contact selection: GIS/map-based, rule-based, group-based, or individual.
- Map-based drawing and selection tools with imported shape files (e.g., Google Maps, Bing Maps, ESRI).
- Automatic and custom point address geo-coding for contacts.
- Contact filtering based on custom criteria.
- Self-service contact record adjustments.
- Contact import via CSV upload and Contact API.
- Bulk contact management automation via Secure FTP.

**IPAWS Integration (U.S. Only)**

- Client Responsibilities:
  - Maintain credentials, Digital Certificate, COG ID, and Common Name in Everbridge account.
  - Ensure only FEMA-authorized Alert Originators access IPAWS-OPEN.
  - Notify Everbridge of any changes to access rights.
  - Assume full responsibility for message content and credential security.
- Messaging via IPAWS:
  - Everbridge is not liable for distribution or delivery through IPAWS-OPEN.
  - FEMA may include features within IPAWS architecture not supported by Everbridge.
- User Capabilities:
  - View permissions assigned to the COG ID via Organization Settings.
  - Send notifications to IPAWS Channels authorized on the Alert Originator’s COG profile.
  - Select “live” or “test” IPAWS environments before sending.
  - Review messages sent to the client’s COG ID via Everbridge Interactive Visibility.
- Termination:
  - Access ends upon contract termination or breach of MOA.
  - Everbridge may terminate access if FEMA changes system terms or feasibility.
- **IPAWS Authorization:** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client’s credentials provided by FEMA (each, an “IPAWS User”), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement (“MOA”) with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User’s right to access IPAWS-OPEN. Client

shall only access IPAWS-OPEN using its designated credentials and FEMA-issued digital certificate (“Digital Certificate”). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys’ fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

- **Credentials:** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
- **Messaging:** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System (also referred as Commercial Mobile Alert System), is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) FEMA may include features within IPAWS architecture not supported by Everbridge, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
- **Term:** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially changes the business terms and/or feasibility for Everbridge to provide such access.

## Set-up, Implementation & Support

- Up to 10 remote hours of support via a dedicated Implementation Specialist during a Standard
- Implementation. These 10 hours are inclusive of web-based training, system testing, and administrative set-up. Your Implementation Specialist will also deliver your EB Suite system with best-practice recommended settings configured.
- Initial Contact Data Upload and Test Broadcast Support.
- 5 Live Operator Message Initiations per year.
- Unlimited Access to Everbridge University classes.
- 24x7 Customer Support (phone, web, email).
- Global Support/Operations Centers for Redundant Live Support.
- To enable our customer support teams to more effectively solve our customers’ support-related issues by providing analytics, suggesting guidance, and improving our knowledge base, we use an artificial intelligence feature and provide access to our knowledge base through an artificial intelligence chat feature. Access to

support tickets is needed for the feature to operate, except for the chat feature where no support ticket or other customer data is required.

**For IPAWS (U.S. Only)**

- This feature is only for clients who have received credentials from FEMA.
- Implementations Team must enable the approved channels for a client's Organization. Please note, IPAWS is not available at the Account Level.
- Client administrators must load the FEMA-provided digital certificate in the Settings page for the desired organizations.
- Clients must contact Everbridge Technical Support if they want to make subsequent changes to their channel options.
- Everbridge may terminate access if FEMA changes system terms or feasibility.

## Usage

For more information about the policies that apply to our Services and how you use them, refer to our Policy Page <https://www.everbridge.com/company-policies>. You will obtain all requisite permissions or consents to support your use. For more information on the accreditations, certifications and operational practices relevant to the Service(s) you have purchased from us, refer to [trust.everbridge.com](https://trust.everbridge.com).

For a full product description, along with best practices and product details, please see the Everbridge User Guide and Everbridge University.

## Overview

The **Everbridge Public Safety Communications** deployment follows a comprehensive project methodology to ensure a successful implementation of the Everbridge platform. Professional Services led deployments focus on achieving rapid time-to-value, ensuring clients fulfil their duty of care by protecting employees, residents, and assets during critical events. The service includes remote consulting & training assistance for system configuration, data management, and communication training. Deployments are led by an experienced consultant with Critical Event Management (“CEM”) and technology expertise.

## Scope

Everbridge will provide client access to an Everbridge Consultant for the following:

- **System Provisioning:** Baseline account set up by Implementation Specialist. Everbridge will provision up to three (3) Organizations as aligned with client licensing and to meet client’s use-case needs. One Organization will serve as the Production environment and one Organization will serve as a sandbox or testing environment.
- **System Configuration:** Everbridge will provide an initial configuration of the Organization(s) to align with Best Practice recommendations. These settings will be reviewed with the client during deployment to ensure they are aligned to support the client’s various use-cases.
  - Everbridge 360 Organization Settings:
    - Default Notification Settings
    - Customizable caller ID, Voice Greetings, and custom voice recording
    - Email Branding and Header/Footer
    - Smart Conference Bridges
    - Visitor/Community Engagement keywords for SMS opt-in message capability
- **Data Management Consultation:** The Everbridge Consultant will provide remote consulting sessions focused on the successful understanding and configuration of contact data management in Everbridge.
  - Everbridge will conduct a deep dive session with the client’s project team to map out data requirements to maximize use of Everbridge based on client’s use-cases, including delivery methods, static address information, and additional information fields.
  - Everbridge will guide and assist the client in configuring the Everbridge system to support the proposed data structure.
  - Client will be responsible for configuring the contact data file(s) to be passed to Everbridge. Everbridge will guide the client through an initial manual upload of contact data and assist with data validation and troubleshooting of errors (if required).



deploying the ManageBridge and Everbridge 360 Mobile Apps, as well as the Everbridge Desktop App.

- **Single Sign-On (SSO):** A Professional Services Resource will provide consultative support on how the client can configure Single Sign-On within the Everbridge platform.
  - **Manager Portal** configuration for authenticated user access (e.g. administrators and operators) to Everbridge and the Everbridge ManageBridge App.
    - *Note: Manager Portal SSO is configured at the Account level only and will therefore be shared across all Organizations.*
  - **Member Portal** configuration to facilitate contact access to the Everbridge 360 Mobile App and/or Everbridge Member Portal. Member Portal SSO can be configured at the Organization level.
- **Custom From Email:** The Everbridge Consultant will guide the client team through the configuration of a 'Custom From Email' for email communication. Successful configuration and deployment of this feature will require assistance from the client's IT team.
- **Project Management:** Provides a baseline project plan for the client to leverage. Additional project management resources can be purchased to assist with ongoing activities such as project plan revisions, risk mitigation, gap analysis, etc.
- **Post Go Live Transition** from the Everbridge deployment team to the Everbridge Account Management and Product Support teams.

## Out of Scope Items

- Onsite training (training requires a minimum of 2 consecutive days at (1) client location).
- Development & maintenance of any custom integrations by Everbridge (e.g., API).
- Training or consultation on any Everbridge products beyond Everbridge Public Safety Communications.
- Integration with any legacy, internal/proprietary, or third-party systems not contained in Everbridge list of approved connectors.
- Migration of data from 1 or more legacy systems into Everbridge.

## Resource Estimates and Pricing

### Contractor Compensation

| Service Item                            | Location | Cost |
|---|----------|------|
| Everbridge Public Safety Communications | REMOTE   |      |

| Service Item | Location | Cost      |
|--------------|----------|-----------|
| Total        |          | See Quote |

**Completion Criteria:** The engagement is considered complete upon the delivery of the Professional Services Scope outlined within this inclusion sheet. The Professional Services rendered pursuant to this inclusion sheet shall be valid and usable for the lesser of twelve (12) months or the completion of the services scope defined in this inclusion sheet. At the end of 12 months, all remaining consulting support will expire and will no longer be valid.



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Andrew Richards, CFO  
**FROM:** Danny Baker, Chief of Police  
**DATE:** February 11, 2026  
**SUBJECT:** CID and K9 Vehicle Purchase (4703)

### SUMMARY

In accordance with our approved 2026 Capital Improvement Plan included with this packet, the Police Department is requesting authorization to purchase six (6) vehicles to be utilized by the **Criminal Investigations Division**. These vehicles consist of **three (3) unmarked GMC Terrain Elevation SUVs (\$85,200)**, two (2) unmarked Ford Maverick trucks (\$58,286), and (2) marked Dodge Durango Pursuit AWD SUVs (\$147,806.38 including up-fitting) to replace aging and high-mileage vehicles. The purchase, including associated equipment, totals \$291,292.38 and will be made utilizing the Police Department's portion of the Sales and Use Tax funds.

These purchases are in accordance with applicable laws and policies and have been reviewed and approved as appropriate by the COFS Purchasing Manager.

I respectfully request for this item to be placed before the Fort Smith Board of Directors at the March 3rd, 2026 Regular Meeting.

### ATTACHMENTS

1. [3-3-26\\_Item\\_ID\\_2564\\_\\_Resolution\\_-\\_GMC\\_Terrain\\_SUVs.pdf](#)
2. [2026 CID Vehicle Packet Memo.pdf](#)
3. [2026 CIP.pdf](#)
4. [3-3-26 Item ID 2564 CID-GMC Terrain PGR Packet.pdf](#)
5. [Vehicle Photos.pdf](#)

**FISCAL IMPACT:** \$85,200.00  
**BUDGET INFORMATION:** Budgeted / Police - 1/8 Cent Sales and Use Tax

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF  
THREE (3) GMC TERRAIN-ELEVATION SPORT UTILITY VEHICLES  
FOR THE FORT SMITH POLICE DEPARTMENT  
CRIMINAL INVESTIGATIONS DIVISION

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

The attached bids for the purchase of three (3) GMC Terrain-Elevation Sport  
Utility Vehicles for the Criminal Investigations Division are hereby accepted and  
the purchase of said vehicles is hereby authorized.

This Resolution adopted this \_\_\_\_\_ day of March, 2026.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
No publication required



# FORT SMITH POLICE DEPARTMENT

## MEMORANDUM

**To: Chief Danny Baker**  
**From: Deputy Chief Jason Thompson**  
**Subject: CID Vehicle Purchases**  
**Date: February 10, 2026**

Recipient Response:

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Funds were approved by the Fort Smith Board of Directors during the 2026 Budget process as part of the Capital Improvement Plan for the Fort Smith Police Department to purchase vehicles for CID. The amount approved for CID vehicles was \$300,000. The funds have already been allocated to that account and are currently located in the Sales Use and Tax fund. The funding for this purchase will come from the Sales Use and Tax fund account 47091120-531100.

CID obtained quotes for GMC Terrain Elevations, and I recommend we purchase three GMC Terrain Elevations from Everett GMC of Bryant for \$28,400 per unit for a total purchase price of **\$85,200**. These vehicles will be replacing current FSPD Assets 304, 041, and 276, which will be sold at auction.

CID obtained quotes for 2026 Ford Mavericks, and I recommend we purchase two Ford Mavericks from Randall Ford for \$29,143 per unit for a total purchase price of **\$58,286**. These vehicles will be replacing current FSPD Assets 753 and 358.

CID is also replacing two K9 vehicles. The State Contract price for the 2026 Dodge Durango Pursuit AWD SUV is \$39,117 per unit. I recommend we purchase two Dodge Durangos at the State Contract price for \$78,234.

Quotes were obtained for upfitting, mobile data terminals, AXON Fleet cameras, and reflective striping for the Dodge Durangos. I recommend we utilize the following quotes:

- Upfitting of two Dodge Durangos (Omega Emergency Services) \$41,742.20
- Turnkey Mobile MDT upfitting \$19,482.00
- ABC reflective striping \$ 1,200.00
- AXON Fleet cameras \$ 7,148.18

*Service Honor Integrity Education Legacy Dedication*



## FORT SMITH POLICE DEPARTMENT

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The total purchase price for the Dodge Durangos, including upfitting, is **\$147,806.38**. These vehicles will be replacing Asset 280, the current K9 back-up vehicle, which will be sold at auction. Assets 513 and 455, the current K9 vehicles, will be utilized as back-up vehicles for the K9 unit.

The total purchase for the three GMC Terrain's, two Ford Maverick's, and two fully upfitted Dodge Durango's is **\$291,292.38**, which is below the amount approved by the Board of Directors.

All three purchase packets were reviewed and approved by Purchasing.

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

|                                | 2025 | 2026           | 2027           | 2028           | 2029           | 2030           |
|--------------------------------|------|----------------|----------------|----------------|----------------|----------------|
| <b>Technology</b>              |      |                |                |                |                |                |
| 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    |
| <b>Mobility</b>                |      |                |                |                |                |                |
| 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    |
| <b>Facilities</b>              |      |                |                |                |                |                |
| 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         |

|                                     |                |                |                |                |                |                |
|-------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Anticipated Expense:</b>         |                | \$2,798,700.00 | \$2,770,926.00 | \$2,623,616.00 | \$2,681,953.00 | \$2,615,147.00 |
| <b>Anticipated Tax Revenue:</b>     |                | \$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   |
| <b>Total Anticipated Funding:</b>   |                | \$6,229,600.00 | \$5,479,600.00 | \$5,315,840.00 | \$5,705,417.00 | \$5,548,431.00 |
| <b>Total Available for Salaries</b> |                | \$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                     |                     |
|--------------------------|---------------------|
| Accountability           |                     |
| Axon                     | \$737,000.00        |
| <b>Total</b>             | <b>\$737,000.00</b> |
| Crime Prev/Det/Inv       |                     |
| Obs Tower Ref            | \$25,000.00         |
| Item 2                   | \$0.00              |
| Item 3                   | \$0.00              |
| Item 4                   | \$0.00              |
| Item 5                   | \$0.00              |
| Item 6                   | \$0.00              |
| <b>Total</b>             | <b>\$25,000.00</b>  |
| Officer Safety/Equipment |                     |
| Firearms/Optics          | \$32,300.00         |
| Body Armor               | \$93,000.00         |
| Item 3                   | \$0.00              |
| <b>Total</b>             | <b>\$125,300.00</b> |

| 2027                     |                     |
|--------------------------|---------------------|
| Accountability           |                     |
| Axon                     | \$737,000.00        |
| <b>Total</b>             | <b>\$737,000.00</b> |
| Crime Prev/Det/Inv       |                     |
| Drone Repl.              | \$85,000.00         |
| CFL Workstation          | \$30,000.00         |
| Item 3                   | \$0.00              |
| Item 4                   | \$0.00              |
| Item 5                   | \$0.00              |
| Item 6                   | \$0.00              |
| <b>Total</b>             | <b>\$115,000.00</b> |
| Officer Safety/Equipment |                     |
| Body Armor               | \$93,000.00         |
| Firearms/Optics          | \$32,300.00         |
| Item 3                   | \$0.00              |
| <b>Total</b>             | <b>\$125,300.00</b> |

| 2028                     |                     |
|--------------------------|---------------------|
| Accountability           |                     |
| Axon                     | \$737,000.00        |
| <b>Total</b>             | <b>\$737,000.00</b> |
| Crime Prev/Det/Inv       |                     |
| CFL Workstation          | \$30,000.00         |
| Item 2                   | \$0.00              |
| Item 3                   | \$0.00              |
| Item 4                   | \$0.00              |
| Item 5                   | \$0.00              |
| Item 6                   | \$0.00              |
| <b>Total</b>             | <b>\$30,000.00</b>  |
| Officer Safety/Equipment |                     |
| Body Armor               | \$93,000.00         |
| Item 2                   | \$0.00              |
| Item 3                   | \$0.00              |
| <b>Total</b>             | <b>\$93,000.00</b>  |

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

| 2030                     |                     |
|--------------------------|---------------------|
| Accountability           |                     |
| Axon                     | \$737,000.00        |
| <b>Total</b>             | <b>\$737,000.00</b> |
| Crime Prev/Det/Inv       |                     |
| Item 1                   |                     |
| Item 2                   | \$0.00              |
| Item 3                   | \$0.00              |
| Item 4                   | \$0.00              |
| Item 5                   | \$0.00              |
| Item 6                   | \$0.00              |
| <b>Total</b>             | <b>\$0.00</b>       |
| Officer Safety/Equipment |                     |
| Body Armor               | \$93,000.00         |
| Item 2                   | \$0.00              |
| Item 3                   | \$0.00              |
| <b>Total</b>             | <b>\$93,000.00</b>  |

# 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                            |                       |
|---------------------------------|-----------------------|
| <b>Primary Patrol Vehicles</b>  |                       |
| 17 Fully Equipped PPVs          | \$1,105,000.00        |
| 4 Special Ops Vehicles          | \$260,000.00          |
| <b>Total</b>                    | <b>\$1,365,000.00</b> |
| <b>CID Vehicles</b>             |                       |
| 5 CID Vehicles                  | \$150,000.00          |
| 2 K9 Vehicles                   | \$150,000.00          |
| <b>Total</b>                    | <b>\$300,000.00</b>   |
| <b>Other (Motors/Bikes/etc)</b> |                       |
| 5 Fully Equip e-Bikes           | \$20,000.00           |
| 2 Fully Equip Motorcycles       | \$65,000.00           |
| <b>Total</b>                    | <b>\$85,000.00</b>    |

| 2027                            |                       |
|---------------------------------|-----------------------|
| <b>Primary Patrol Vehicles</b>  |                       |
| 17 Fully Equipped PPVs          | \$1,138,150.00        |
| 4 Special Ops Vehicles          | \$267,800.00          |
| <b>Total</b>                    | <b>\$1,405,950.00</b> |
| <b>CID Vehicles</b>             |                       |
| 5 CID Vehicles                  | \$154,500.00          |
| Item 2                          | \$0.00                |
| <b>Total</b>                    | <b>\$154,500.00</b>   |
| <b>Other (Motors/Bikes/etc)</b> |                       |
| Mounted Patrol Vehicle          | \$80,000.00           |
| Item 2                          | \$0.00                |
| <b>Total</b>                    | <b>\$80,000.00</b>    |

| 2028                            |                       |
|---------------------------------|-----------------------|
| <b>Primary Patrol Vehicles</b>  |                       |
| 17 Fully Equipped PPVs          | \$1,172,295.00        |
| 4 Special Ops Vehicles          | \$275,834.00          |
| <b>Total</b>                    | <b>\$1,448,129.00</b> |
| <b>CID Vehicles</b>             |                       |
| 5 CID Vehicles                  | \$159,135.00          |
| Item 2                          | \$0.00                |
| <b>Total</b>                    | <b>\$159,135.00</b>   |
| <b>Other (Motors/Bikes/etc)</b> |                       |
| Item 1                          |                       |
| Item 2                          | \$0.00                |
| <b>Total</b>                    | <b>\$0.00</b>         |

| 2029                            |                       |
|---------------------------------|-----------------------|
| <b>Primary Patrol Vehicles</b>  |                       |
| 17 Fully Equipped PPVs          | \$1,207,464.00        |
| 4 Special Ops Vehicles          | \$284,110.00          |
| <b>Total</b>                    | <b>\$1,491,574.00</b> |
| <b>CID Vehicles</b>             |                       |
| 5 CID Vehicles                  | \$163,909.00          |
| Item 2                          | \$0.00                |
| <b>Total</b>                    | <b>\$163,909.00</b>   |
| <b>Other (Motors/Bikes/etc)</b> |                       |
| Animal Control Vehicles         | \$100,000.00          |
| Item 2                          | \$0.00                |
| <b>Total</b>                    | <b>\$100,000.00</b>   |

| 2030                            |                       |
|---------------------------------|-----------------------|
| <b>Primary Patrol Vehicles</b>  |                       |
| 17 Fully Equipped PPVs          | \$1,243,688.00        |
| 4 Special Ops Vehicles          | \$292,633.00          |
| <b>Total</b>                    | <b>\$1,536,321.00</b> |
| <b>CID Vehicles</b>             |                       |
| 5 CID Vehicles                  | \$168,826.00          |
| Item 2                          | \$0.00                |
| <b>Total</b>                    | <b>\$168,826.00</b>   |
| <b>Other (Motors/Bikes/etc)</b> |                       |
| Com Rel Vehicle                 | \$80,000.00           |
| Item 2                          | \$0.00                |
| <b>Total</b>                    | <b>\$80,000.00</b>    |

# Facilities

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





# FORT SMITH POLICE DEPARTMENT

## MEMORANDUM

**To: Chief Danny Baker**  
**From: Captain Dewey Young** *Dewey*  
**Subject: CID Vehicle Purchase**  
**Date: 02/04/2026**

Recipient Response:

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I am requesting authorization to purchase three (3) new vehicles for the Criminal Investigations Division (CID). This purchase will replace Assets 304, 041, and 276 which will be sold at auction. Funding for this purchase will be from the Sales and Use Tax 47091120-531100-Capital Outlay (see PGR for amounts)

I obtained the following pricing for vehicles that are in-stock, ready for immediate delivery, and meet the needs of CID.

- 2026 GMC Terrain-Elevation \$28,400.00 (Everett GMC of Bryant)
- 2026 GMC Terrain-Elevation \$30,835.00 (McLarty Daniel Bentonville)
- 2026 GMC Terrain-Elevation \$34,02000 (Harry Robinson Fort Smith)

I recommend that we purchase three (3) 2026 GMC Terrain-Elevations from Everett GMC of Bryant Arkansas for \$28,400.00 each for a total price of **\$85,200.00**. The purchase packet has been sent to the Purchasing Department and Zachary Shaver advised that packet is good for purchase.



---

**RE: GMC Terrain Purchase**

---

**From** Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

**Date** Thu 2/5/2026 8:54 AM

**To** Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

Good morning Capt Young

I've reviewed both both the Terrain and Maverick packets you sent. All quotes and info was included, they are good. Please let me know if you have any questions.



Zachary Shaver

Purchasing Technician

City of Fort Smith, Arkansas

623 Garrison Ave, Fort Smith, AR 72901

P: 479-784-2268 | F: 479-784-2272 | E: [zachary.shaver@fortsmithar.gov](mailto:zachary.shaver@fortsmithar.gov)

*\*\*If you are interested in registering to become a vendor or view key information and business records pertaining to your account, you can do so using the [Vendor Self-Service Portal](#).\*\**

---

**From:** Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

**Sent:** Wednesday, February 4, 2026 2:22 PM

**To:** Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

**Subject:** GMC Terrain Purchase

When have a moment, can you please take a look at the attached purchase packet and let me know if anything needs to be added or changed.

Captain Dewey Young 4260

Criminal Investigations Commander

Fort Smith Police Department

(479) 709-5136



## 2026 TERRAIN ELEVATION FWD

EXTERIOR: RIVERSTONE METALLIC  
INTERIOR: GIDEON GRAY / AFTER  
DARK

1.5L TURBO DOHC ENGINE  
CVT TRANSMISSION

PULL THIS STRIP TO EXPOSE ADHESIVE

Visit us at [www.gmc.com](http://www.gmc.com)

### STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

#### OWNER BENEFITS

- 3 YEAR/36,000 MILE\* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/ 60,000 MILE\* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT \*WHICHEVER COMES FIRST SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

#### PERFORMANCE & MECHANICAL

- 17" GRAZEN METALLIC MACHINED ALUMINUM WHEELS
- 17" STEEL SPARE WHEEL

#### CONNECTIVITY & TECHNOLOGY

- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS

- PREMIUM GMC INFOTAINMENT SYSTEM W/ 15" DIAGONAL LCD DISPLAY WITH GOOGLE BUILT-IN WITH WIRELESS APPLE CARPLAY AND ANDROID AUTO FOR COMPATIBLE PHONES
- 11" DIAGONAL DRIVER INFORMATION CENTER
- SIRIUSXM AUDIO W/TRIAL SEE SIRIUSXM.COM/TERMS
- KEYLESS OPEN AND START
- REMOTE START
- ACTIVE NOISE CANCELLATION

#### INTERIOR

- HEATED FRONT BUCKET SEATS
- HEATED STEERING WHEEL
- USB PORTS
- EXPRESS UP/DOWN DRIVER WINDOW, ALL EXPRESS DOWN
- ILLUMINATED VISOR VANITY MIRRORS

#### EXTERIOR

- OUTSIDE HEATED MIRRORS
- LED HEADLAMPS
- LED TAIL LAMPS
- REAR DEEP-TINTED WINDOWS

#### SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- ENHANCED LANE KEEP ASSIST WITH LANE DEPARTURE WARNING
- FOLLOWING DISTANCE INDICATOR
- FORWARD COLLISION ALERT
- INTELLIBEAM, AUTO HIGH BEAM
- INTERSECTION AUTOMATIC EMERGENCY BRAKING
- REAR CROSS TRAFFIC BRAKING
- REVERSE AUTOMATIC BRAKING
- REAR PARK ASSIST
- BLIND ZONE STEERING ASSIST
- SAFETY ALERT SEAT

- HD REAR VISION CAMERA
- ADAPTIVE CRUISE CONTROL

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE **\$30,100.00**

#### OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

RIVERSTONE METALLIC 495.00  
FRONT LICENSE PLATE BRACKET 40.00

TOTAL OPTIONS **\$535.00**

TOTAL VEHICLE & OPTIONS **\$30,635.00**

DESTINATION CHARGE 1,795.00

TOTAL VEHICLE PRICE\* **\$32,430.00**

**\$28,400**

### EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy TERRAIN FWD

Small SUVs range from 14 to 125 MPG  
The best vehicle rates 146 MPGe

**27** MPG  
combined city/hwy

**26** MPG  
city

**28** MPG  
highway

3.7 gallons per 100 miles

You spend **\$750** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **\$1,850**

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **5**

Smog Rating (tailpipe only) **6**

This vehicle emits 329 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at [fuelconomy.gov](http://fuelconomy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

[fuelconomy.gov](http://fuelconomy.gov)  
Calculate personalized estimates and compare vehicles

Smartphone QR Code

### GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

### PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:  
U.S./CANADIAN PARTS CONTENT: 11%  
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 55%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:  
FINAL ASSEMBLY POINT:  
SAN LUIS POTOSI, MEXICO  
COUNTRY OF ORIGIN:  
ENGINE: MEXICO  
TRANSMISSION: MEXICO

This label has been applied pursuant to Federal law - Do not remove prior to delivery to the ultimate purchaser. Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above. Local taxes or license fees.

© 2025 General Motors LLC  
GMLL, PH02 004 - 11/01/2025

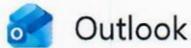
Better drives start with OnStar  
Activate today

Learn how to activate your OnStar service at [onstar.com/activate](http://onstar.com/activate)

ORDER NO F0C9VK SALES CODE E  
SALES MODEL CODE TP026  
DEALER NO 08234  
FINAL ASSEMBLY:  
SAN LUIS POTOSI, MEXICO  
VIN 3GKALMEG3TL339260 REISSUE

DEALER TO WHOM DELIVERED  
EVERETT BUICK GMC  
PO BOX 898  
BRYANT, AR 72089-0898

1-800-950-CARSALES



---

**FW: scan**

---

**From** Nick Stewart <nstewart@everettbgmc.com>

**Date** Wed 12/10/2025 4:42 PM

**To** Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

 1 attachment (919 KB)

Scanned\_from\_a\_Lexmark\_Multifunction\_Product12-10-2025-163813.pdf;

I have attached a bid on three colors. I currently do not have a black or red one but by the time you buy I may.

All white will be \$28,000

Any other than white will be \$28,400 due to a paint color cost.

Thank you,

*Nick Stewart | Fleet Manager*

Everett Buick GMC | Bryant, AR

o. 501-315-7100

c. 501-960-7070

e. [nstewart@everettbgmc.com](mailto:nstewart@everettbgmc.com)



---

**From:** Everett Scanner <everettscanner@everettfordar.com>

**Sent:** Wednesday, December 10, 2025 4:38 PM

**To:** Nick Stewart <nstewart@everettbgmc.com>

**Subject:** scan

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

\*\*

# McLarty Daniel Buick GMC

Date: 1/29/2026 4:25 PM  
 Salesperson: \_\_\_\_\_  
 Manager: Todd McPherson

**FOR INTERNAL USE ONLY**

**CUSTOMER** Forst Smith Police Department Home Phone : \_\_\_\_\_  
 Address : \_\_\_\_\_ Work Phone : \_\_\_\_\_  
 E-Mail : \_\_\_\_\_ Cell Phone : \_\_\_\_\_

**VEHICLE**  
 Stock # : 123456 New / Used : **New** VIN : \_\_\_\_\_ Mileage: \_\_\_\_\_  
 Vehicle : 2026 GMC Terrain Color : \_\_\_\_\_  
 Type : Elevation 4dr Front-Wheel Drive  
 Body Size : \_\_\_\_\_ Style : \_\_\_\_\_ Weight : 0 Unit Class : \_\_\_\_\_

| Loan Payments                |               | Estimated     |               |          |
|------------------------------|---------------|---------------|---------------|----------|
| Cash Down                    |               | .00           | 1,000.00      | 2,500.00 |
| <b>48 Months /</b><br>8.99 * | <b>770.02</b> | <b>745.05</b> | <b>707.59</b> |          |
| <b>60 Months /</b><br>8.99 * | <b>642.30</b> | <b>621.47</b> | <b>590.22</b> |          |
| <b>72 Months /</b><br>8.99 * | <b>557.72</b> | <b>539.63</b> | <b>512.50</b> |          |

\* A.P.R. Subject to equity and credit requirements.

|                            |                  |
|----------------------------|------------------|
| Market Value Selling Price | 33,335.00        |
| Discount                   | 2,632.00         |
| Adjusted Price             | 30,703.00        |
| S and H Fee                | 129.00           |
| Filing Fee                 | 3.00             |
| Balance                    | <b>30,835.00</b> |

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



# 2026 TERRAIN ELEVATION FWD

EXTERIOR: VOLCANIC RED TINTCOAT  
INTERIOR: AFTER DARK

1.5L TURBO DOHC ENGINE  
CVT TRANSMISSION

PULL THIS STRIP TO EXPOSE ADHESIVE



### STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

#### OWNER BENEFITS

- 3 YEAR/36,000 MILE\* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/ 60,000 MILE\* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT \*WHICHEVER COMES FIRST SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

#### PERFORMANCE & MECHANICAL

- 17" GRAZEN METALLIC MACHINED ALUMINUM WHEELS
- 17" STEEL SPARE WHEEL

#### CONNECTIVITY & TECHNOLOGY

- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS

- PREMIUM GMC INFOTAINMENT SYSTEM W/ 15" DIAGONAL LCD DISPLAY WITH GOOGLE BUILT-IN WITH WIRELESS APPLE CARPLAY AND ANDROID AUTO FOR COMPATIBLE PHONES
- 11" DIAGONAL DRIVER INFORMATION CENTER
- SIRIUSXM AUDIO W/TRIAL SEE SIRIUSXM.COM/TERMS
- KEYLESS OPEN AND START
- REMOTE START
- ACTIVE NOISE CANCELLATION

#### INTERIOR

- HEATED FRONT BUCKET SEATS
- HEATED STEERING WHEEL
- USB PORTS
- EXPRESS UP/DOWN DRIVER WINDOW, ALL EXPRESS DOWN
- ILLUMINATED VISOR VANITY MIRRORS

#### EXTERIOR

- OUTSIDE HEATED MIRRORS
- LED HEADLAMPS
- LED TAIL LAMPS
- REAR DEEP-TINTED WINDOWS

#### SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- ENHANCED LANE KEEP ASSIST WITH LANE DEPARTURE WARNING
- FOLLOWING DISTANCE INDICATOR
- FORWARD COLLISION ALERT
- INTELLIBEAM, AUTO HIGH BEAM
- INTERSECTION AUTOMATIC EMERGENCY BRAKING
- REAR CROSS TRAFFIC BRAKING
- REVERSE AUTOMATIC BRAKING
- REAR PARK ASSIST
- BLIND ZONE STEERING ASSIST
- SAFETY ALERT SEAT

- ADAPTIVE CRUISE CONTROL

MANUFACTURER'S SUGGESTED RETAIL PRICE

**STANDARD VEHICLE PRICE \$30,100.00**

#### OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

|                               |        |
|-------------------------------|--------|
| TECHNOLOGY PACKAGE II         | 945.00 |
| • REAR CAMERA MIRROR W/WASHER |        |
| • FRONT FOG LAMPS             |        |
| • REAR PEDESTRIAN ALERT       |        |
| • HD SURROUND VISION          |        |
| • TRAFFIC SIGN RECOGNITION    |        |
| VOLCANIC RED TINTCOAT         | 645.00 |
| EBONY TWILIGHT METALLIC ROOF  | 495.00 |
| FRONT LICENSE PLATE BRACKET   | 40.00  |

TOTAL OPTIONS \$2,125.00

TOTAL VEHICLE & OPTIONS \$32,225.00

DESTINATION CHARGE 1,795.00

Visit us at [www.gmc.com](http://www.gmc.com)

**TOTAL VEHICLE PRICE\* \$34,020.00**

### EPA DOT Fuel Economy and Environment



Gasoline Vehicle

#### Fuel Economy

TERRAIN FWD

**27** MPG  
combined city/hwy

26 city

28 highway

3.7 gallons per 100 miles

Small SUVs range from 14 to 125 MPG. The best vehicle rates 146 MPGe.

You spend **\$750**

more in fuel costs over 5 years compared to the average new vehicle.

G A B

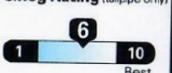
Annual fuel cost **\$1,850**

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 329 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

Smog Rating (tailpipe only)



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

[fuelconomy.gov](http://fuelconomy.gov)

Calculate personalized estimates and compare vehicles



### GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA) [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236



Better drives start with OnStar®  
Activate today

Learn more at [onstar.com](http://onstar.com), or scan the QR code

[onstar.com/privacy](http://onstar.com/privacy)



### PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:  
U.S./CANADIAN PARTS CONTENT: 11%  
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 55%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:  
FINAL ASSEMBLY POINT:  
SAN LUIS POTOSI, MEXICO  
COUNTRY OF ORIGIN:  
ENGINE: MEXICO  
TRANSMISSION: MEXICO

This label has been applied pursuant to Federal law - Do not remove prior to delivery to the ultimate purchaser. Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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GMLBL\_PROD\_0043 - 10/23/2023

ORDER NO FMRB03 SALES CODE E  
SALES MODEL CODE TPR26  
DEALER NO 11112  
FINAL ASSEMBLY:  
SAN LUIS POTOSI, MEXICO  
VIN 3GKALMEG1TL265644 REISSUE  
DEALER TO WHOM DELIVERED  
HARRY ROBINSON BUICK-GMC, INC.  
PO BOX 10123  
FORT SMITH, AR 72917-0123



# Harry Robinson Buick GMC

6000 S 36th Street

Fort Smith, AR 72908

<https://www.harryrobinsonbuickgmc.com>

**Sales: 4792221446**

**Service: 4792221613**

**Body Shop: 4792221630**

## 2026 GMC Terrain Elevation



**Body Style:** SUV

**Model Code:** TPB26

**Engine:** GAS, 4 CYL, L4, 1.5L, DI,  
DOHC, DVVT, TURBO, GEN 1  
GMNA

**Transmission:** Automatic

**Drive Type:** FWD

**Ext. Color:** Volcanic Red Tintcoat

**Int. Color:** After Dark, Premium  
Cloth Seat Trim

**MPG:** 26 City / 28 Hwy

**VIN #:** 3GKALMEG1TL265644

**Stock #:** 26123

### Standard Equipment

#### Entertainment

- Wi-Fi® hotspot capable
  - Terms and limitations apply. See [onstar.com](http://onstar.com) (<http://onstar.com>) or dealer for details.
- Active Noise Cancellation
  - This technology blocks and absorbs sound, as well as dampens and eliminates vibrations, helping to leave outside noise where it belongs
  - In-cabin microphones distinguish unwanted powertrain noise and cancels it to help create a quiet interior cabin
- Infotainment, High
- Google built-in compatibility
  - Experience added personalization and convenience with Google built-in<sup>1</sup> compatibility. Get Google Assistant, Google Maps, and Google Play for access to hands-free help, live traffic updates, and access to your favorite apps.
- SiriusXM with 360L Trial Subscription
  - With your trial subscription, new GM vehicles equipped with SiriusXM with 360L advance in-car technology will bring you closer to your favorite stars, artists, creators, hosts and athletes<sup>1</sup>
  - SiriusXM with 360L transforms your ride with our most extensive and personalized radio experience on the road that lets you enjoy ad-free music, talk and news, live sports, comedy, podcasts and more
  - Experience SiriusXM wherever you go in your vehicle and on the SiriusXM app with personalization features to make discovering

Asset 753, 2019 Dodge Durango, 55,198 miles. Will not start and has mildew damage from being flooded on the roadway during a recent flooding event.



Asset 280, 2010 Chevy Tahoe, 100,000 miles on it. MDT is obsolete and leaks water through the roof.



Asset 276, 2011 Chevy Suburban, 115,712 mile on it. Needs some mechanical maintenance to it that will cost between \$2,000-\$4,000.



Asset 041, 209 Nissan Altima, 123,027 miles, Vehicle needs some work on the suspension, the dashboard is cracking and a side mirror needs to be replaced.



Asset 358, 2015 Dodge Caravan, 123,663 miles. Vehicle needs a new transmission, the estimated cost to repair it is \$5,000 to \$6,000.



Asset 304, 2013 Infinity Q56, 160,900 miles. This vehicle was a seizure and diverted to official use.



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Andrew Richards, CFO  
**FROM:** Danny Baker, Chief of Police  
**DATE:** February 11, 2026  
**SUBJECT:** CID and K9 Vehicle Purchase (4703)

### SUMMARY

In accordance with our approved 2026 Capital Improvement Plan included with Item 2564 of this agenda packet, the Police Department is requesting authorization to purchase six (6) vehicles to be utilized by the **Criminal Investigations Division**. These vehicles consist of three (3) unmarked GMC Terrain Elevation SUVs (\$85,200), **two (2) unmarked Ford Maverick trucks (\$58,286)**, and (2) marked Dodge Durango Pursuit AWD SUVs (\$147,806.38 including up-fitting) to replace aging and high-mileage vehicles. The purchase, including associated equipment, totals \$291,292.38 and will be made utilizing the Police Department's portion of the Sales and Use Tax funds.

These purchases are in accordance with applicable laws and policies and have been reviewed and approved as appropriate by the COFS Purchasing Manager.

I respectfully request for this item to be placed before the Fort Smith Board of Directors at the March 3rd, 2026 Regular Meeting.

### ATTACHMENTS

1. [3-3-26\\_Item\\_ID\\_2566\\_\\_Resolution\\_-\\_Ford\\_Maverick\\_Trucks.pdf](#)
2. [3-3-26\\_Item\\_ID\\_2566\\_CID-Ford\\_Maverick\\_PGR\\_Packet.pdf](#)

**FISCAL IMPACT:** \$58,286.00  
**BUDGET INFORMATION:** Budgeted / Police - 1/8 Cent Sales and Use Tax

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF  
TWO (2) FORD MAVERICK XL PICKUP TRUCKS  
INCLUDING A BEDCOVER FOR THE FORT SMITH POLICE DEPARTMENT  
CRIMINAL INVESTIGATIONS DIVISION

---

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

The attached bids for the purchase of two (2) Ford Maverick XL Pickup  
Trucks and bedcovers for the Criminal Investigations Division are hereby accepted.

This Resolution adopted this \_\_\_\_\_ day of March, 2026.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
No publication required





# FORT SMITH POLICE DEPARTMENT

## MEMORANDUM

**To:** Chief Danny Baker  
**From:** Cpt. Dewey Young *DW*  
**Subject:** CID Vehicle Purchase  
**Date:** 02/04/2026

|                     |
|---------------------|
| Recipient Response: |
|                     |
|                     |
|                     |
|                     |
|                     |
|                     |

I am requesting authorization to purchase two (2) new vehicles for the Criminal Investigations Division (CID). This purchase will replace Assets 753 and 358 which will be sold at auction. Funding for this purchase will be from the Sale Use and Tax 47091120-531100-Capital Outlay (see PGR for amounts)

I obtained the following pricing for vehicles that are in-stock, ready for immediate delivery, and meet the needs of CID.

- 2026 Ford Maverick XL \$29,143.00 (Randall Ford Fort Smith)
- 2026 Ford Maverick XL \$29,431.00 (McLarty Ford North Little Rock)
- 2025 Ford Maverick XL \$30,694.00 (Bill White Ford Booneville)

I recommend that we purchase the two (2) 2026 Ford Mavericks XL for \$29,143.00 from Randall Ford. The purchase price includes a locking bedcover. The purchase packet has been sent to the Purchasing Department and Zachary Shaver advised that packet is good for purchase.



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**RE: GMC Terrain Purchase**

---

From Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

Date Thu 2/5/2026 8:54 AM

To Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

Good morning Capt Young

I've reviewed both both the Terrain and Maverick packets you sent. All quotes and info was included, they are good. Please let me know if you have any questions.



Zachary Shaver

Purchasing Technician

City of Fort Smith, Arkansas

623 Garrison Ave, Fort Smith, AR 72901

P: 479-784-2268 | F: 479-784-2272 | E: [zachary.shaver@fortsmithar.gov](mailto:zachary.shaver@fortsmithar.gov)

*\*\*If you are interested in registering to become a vendor or view key information and business records pertaining to your account, you can do so using the [Vendor Self-Service Portal](#). \*\**

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**From:** Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

**Sent:** Wednesday, February 4, 2026 2:22 PM

**To:** Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

**Subject:** GMC Terrain Purchase

When have a moment, can you please take a look at the attached purchase packet and let me know if anything needs to be added or changed.

Captain Dewey Young 4260

Criminal Investigations Commander

Fort Smith Police Department

(479) 709-5136

Prepared for: Dewey Young  
 Captain, Ft Smith Police Dept  
 Prepared by: PATRICK HARRINGTON  
 01/23/2026



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

**2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 620

**Pricing Summary - Single Vehicle**

|                        | <b>MSRP</b>        |
|------------------------|--------------------|
| <i>Vehicle Pricing</i> |                    |
| Base Vehicle Price     | \$28,145.00        |
| Options                | \$0.00             |
| Colors                 | \$0.00             |
| Upfitting              | \$0.00             |
| Fleet Discount         | \$0.00             |
| Fuel Charge            | \$0.00             |
| Destination Charge     | \$1,695.00         |
| <b>Subtotal</b>        | <b>\$29,840.00</b> |

*Pre-Tax Adjustments*

| <b>Code</b>     | <b>Description</b>           | <b>MSRP</b>        |
|-----------------|------------------------------|--------------------|
| Fleet Discounts | Fleet & Commercial Discounts | -\$2,297.00        |
| Bed Cover       | Bed Cover                    | \$1,600.00         |
| <b>Total</b>    |                              | <b>\$29,143.00</b> |

*\$27,543  
w/o bed cover*

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: DEWEY YOUNG

FSPD

Prepared by: Willam Allen

01/23/2026



Mark McLarty Ford | 4400 Landers Road North Little Rock Arkansas | 72117

2026 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 620 | Quote ID: FSPD

## Pricing Summary - Single Vehicle

|                        | <b>MSRP</b>        |
|------------------------|--------------------|
| <i>Vehicle Pricing</i> |                    |
| Base Vehicle Price     | \$28,145.00        |
| Options                | \$0.00             |
| Colors                 | \$0.00             |
| Upfitting              | \$0.00             |
| Fleet Discount         | \$0.00             |
| Fuel Charge            | \$0.00             |
| Destination Charge     | \$1,695.00         |
| <b>Subtotal</b>        | <b>\$29,840.00</b> |

### Pre-Tax Adjustments

| Code         | Description | <b>MSRP</b>        |
|--------------|-------------|--------------------|
| AR           | GPC         | -\$1,559.00        |
| <b>Total</b> |             | <b>\$28,281.00</b> |

1,150.00 (Bed cover)  
**29,431.00**

Customer Signature \_\_\_\_\_

Acceptance Date \_\_\_\_\_

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Bill White Ford**

1837 W. State Hwy 10 - Booneville, AR 72927

Phone: 479-675-2313

Purchase Date: 02/02/26

Salesperson: Christian Huff

**Retail Disclosure**

Phone: 479-675-2313

**Buyer:**

FORT SMITH PD  
 100 SOUTH 10TH ST  
 Fort Smith, AR 72901  
 Work: 479-739-5826

Bus. Email: DEYOUNG@FORTSMITHPD.ORG

**Co-Buyer:****Purchased Vehicle**

| <u>Stock #</u> | <u>Vehicle</u>       | <u>Color</u> | <u>Miles</u> | <u>VIN</u>        |
|----------------|----------------------|--------------|--------------|-------------------|
| F0057          | 2025 FORD MAVERICK X | WHITE        | 5            | 3FTTW8BA9SRB76452 |

**Itemization of Amounts Financed**

| <u>Selling Price</u> | <u>Selling Price</u>            |                    |
|----------------------|---------------------------------|--------------------|
|                      |                                 | \$29,965.00        |
| <b>Fees</b>          | <b>Service and Handling Fee</b> | \$129.00           |
| <b>Gap</b>           | <b>GS Administrator GAP</b>     | \$0.00             |
| <b>Service</b>       | <b>GS Administrators VSC</b>    | \$0.00             |
| <b>Warranty</b>      | <b>GS Administrators VSC</b>    | \$0.00             |
|                      | <b>Total Cash Price</b>         | <b>\$30,094.00</b> |

**Monies Received**

|                     |                              |                    |
|---------------------|------------------------------|--------------------|
| <b>Rebates</b>      |                              | \$1,000.00         |
| <b>Trades</b>       | <b>Total Trade Allowance</b> | \$0.00             |
|                     | <b>Total Trade Payoff</b>    | \$0.00             |
|                     | <b>Total Trade Net</b>       | \$0.00             |
| <b>Down Payment</b> | <b>Cash Deposit</b>          | \$0.00             |
|                     | <b>Cash Down Payment</b>     | \$0.00             |
|                     | <b>Deferred Cash</b>         | \$0.00             |
|                     | <b>Total Credits</b>         | \$1,000.00         |
|                     | <b>Total Cash Price</b>      | \$30,094.00        |
|                     | <b>Total Credits (-)</b>     | \$1,000.00         |
|                     | <b>Balance Due</b>           | <b>\$29,094.00</b> |

**Financing Terms**

|                                      |                    |
|--------------------------------------|--------------------|
| -1 Monthly Payments of               | \$0.00             |
| With 1 Final Payment of              | \$29,094.00        |
| <b>Total Of Payments</b>             | <b>\$29,094.00</b> |
| <b>Amount Financed</b>               | <b>\$29,094.00</b> |
| <b>Finance Charge</b>                | \$0.00             |
| APR                                  | 0.00%              |
| <b>Effective APR</b>                 | 0.00%              |
| <b>Term</b>                          | 0 Months           |
| <b>Bank Fee (Incept)</b>             | \$0.00             |
| <b>VSI Single Int. Prem (Incept)</b> | \$0.00             |

Signature: \_\_\_\_\_



## MEMORANDUM

**TO:** Jeff Dingman, Acting City Administrator  
**CC:** Andrew Richards, CFO  
**FROM:** Danny Baker, Chief of Police  
**DATE:** February 11, 2026  
**SUBJECT:** CID and K9 Vehicle Purchase (4703)

### SUMMARY

In accordance with our approved 2026 Capital Improvement Plan included with Item 2564 of this agenda packet, the Police Department is requesting authorization to purchase six (6) vehicles to be utilized by the **Criminal Investigations Division**. These vehicles consist of three (3) unmarked GMC Terrain Elevation SUVs (\$85,200), two (2) unmarked Ford Maverick trucks (\$58,286), and **(2) marked Dodge Durango Pursuit AWD SUVs (\$147,806.38 including up-fitting)** to replace aging and high-mileage vehicles. The purchase, including associated equipment, totals \$291,292.38 and will be made utilizing the Police Department's portion of the Sales and Use Tax funds.

These purchases are in accordance with applicable laws and policies and have been reviewed and approved as appropriate by the COFS Purchasing Manager.

I respectfully request for this item to be placed before the Fort Smith Board of Directors at the March 3rd, 2026 Regular Meeting.

### ATTACHMENTS

1. [3-3-26\\_Item\\_ID\\_2565\\_\\_Resolution\\_-\\_Dodge\\_Durango\\_K9.pdf](#)
2. [3-3-26 Item ID 2565 CID-Dodge Durango PGR Packet.pdf](#)

**FISCAL IMPACT:** \$147,806.38  
**BUDGET INFORMATION:** Budgeted / Police - 1/8 Cent Sales and Use Tax

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF TWO (2) POLICE K9 VEHICLES AND UP-FITTING EQUIPMENT FOR THE FORT SMITH POLICE DEPARTMENT

---

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

The attached bids for the purchase of two (2) K9 Dodge Durangos and up-fitting of police vehicle equipment for the Police Department are hereby accepted.

This Resolution adopted this \_\_\_\_\_ day of March, 2026.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
No publication required





# FORT SMITH POLICE DEPARTMENT

## MEMORANDUM

**To: Chief Danny Baker**

**From: Cpt. Dewey Young** *DW*

**Subject: FY2026 K9 Vehicle Purchase**

**Date: 01/20/2026**

|                     |
|---------------------|
| Recipient Response: |
| _____               |
| _____               |
| _____               |
| _____               |
| _____               |
| _____               |

Consistent with our Capital Improvement Plan (CIP), quotes were obtained to purchase and upfit the replacement of our two (2) K9 vehicles. With the purchase of these two vehicles, we will retire asset 280 and it will be sold at auction. Assets 513 and 455 will remain in the fleet as spare K-9 vehicles. Funding for this purchase will be from the Sales and Use Tax 47091120-531100-Capital Outlay (See PGR for amounts). Quotes were obtained from several vendors and are listed below:

Vehicle:

Breeden Dodge:

1. 2026 V6 Police Pursuit Vehicle (PPV) AWD—\$39,117.00 (State Contract Price)
2. Red River Dodge—\$39,000.00

Upfitting:

1. Breeden Dodge (Omega Emergency Services)—\$20,871.10
2. Red River Dodge (Omega Emergency Services)—\$21,221.10
3. Integrity Upfitters—\$19,445.22

Note: Integrity Upfitters is currently unable to provide a quote with a light-bar for the rooftop of the vehicle. The quote is for a “slick top”. Adding a light-bar to the rooftop would cost approximately \$2,500 per vehicle.

Additional equipment and expenses associated with this purchase are:

Mobile Data Terminals (MDT)

*Service Honor Integrity Education Legacy Dedication*



# FORT SMITH POLICE DEPARTMENT

- Turn-Key Mobile Inc—\$11,281.17 (State Contract)

## AXON Equipment

- Equipment purchase and Installation of AXON Fleet—\$7,148.18

## Reflective Striping:

1. ABC Printing & Signs—\$600.00
2. International Name Plate Supplies LTD—\$975.00
3. Graphic Service Company—\$1,387.50

It should be noted that Axon equipment and radios will be repurposed from the retired K9 vehicles. The only cost will be labor and is included in the upfitting quotes.

It is my recommendation that we make the following purchases:

## Vehicles:

Breeden Dodge two (2) 2026 Dodge Durangos PPV AWD for \$39,117 each for a total of **\$78,234.00**. (It is 330-mile round trip to Red River Heber Springs which would offset the \$234 dollar price difference)

## Upfitting:

Omega Emergency Services for upfit two (2) 2026 Dodge Durangos for \$20,871.10 each for a total of **\$41,742.20**. (Integrity Upfitters quote was slightly lower but does not account for an exterior roof light-bar which would increase the cost by \$2,500)

## Mobile Data Terminals:

Turn-Key Mobile Inc. for MDT equipment for two (2) vehicles in the amount of \$11,281.17 each and for a total of **\$22,562.34**.

## Axon Fleet:

*Service Honor Integrity Education Legacy Dedication*



# FORT SMITH POLICE DEPARTMENT

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Purchase Axon Fleet equipment for two (2) vehicles in the amount of \$3,574.09 each which totals **\$7,148.18**.

Reflective Striping:

ABC Printing & Signs for the striping of two (2) vehicles in the amount of \$600.00 each for a total of **\$1,200.00**

Total vehicle purchase price for two (2) K9 vehicles: **\$147,806.38**

*Service Honor Integrity Education Legacy Dedication*



**Fw: Vehicle Purchase Packet**

**From** Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

**Date** Fri 2/6/2026 8:35 AM

**To** Byers, Bonita C <bonita.byers@fortsmithpd.org>

📎 1 attachment (158 KB)  
State Vehicle Contract.pdf;

Get [Outlook for iOS](#)

**From:** Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

**Sent:** Friday, January 23, 2026 2:20:46 PM

**To:** Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

**Subject:** RE: Vehicle Purchase Packet

Good afternoon Capt Young

That info looks good. I attached the state contract showing the Durango price if you want to add that even though you referenced. I always add it to the vehicles I do anyway.



Zachary Shaver  
Purchasing Technician  
City of Fort Smith, Arkansas  
623 Garrison Ave, Fort Smith, AR 72901  
P: 479-784-2268 | F: 479-784-2272 | E: [zachary.shaver@fortsmithar.gov](mailto:zachary.shaver@fortsmithar.gov)

*\*\*If you are interested in registering to become a vendor or view key information and business records pertaining to your account, you can do so using the [Vendor Self-Service Portal](#).\*\**

**From:** Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

**Sent:** Friday, January 23, 2026 2:00 PM

**To:** Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

**Subject:** Vehicle Purchase Packet

When you get a chance, can you please take a look at the attached vehicle purchase packet for two K9 vehicles and let me know if I need to change anything or if it will be in compliance.

Captain Dewey Young 4260  
Criminal Investigations Commander

**2026 State Vehicle Contract**

| Item #                                | Vehicle Type | Description                                      | Model                   | Price        | Vendor               | Vendor #  | OA #       |
|---------------------------------------|--------------|--|-------------------------|--------------|----------------------|-----------|------------|
| <b>SEDANS</b>                         |              |  |                         |              |                      |           |            |
| 5                                     | SAA          | 4-Door Small Station Wagon                       | Chevy trax              | \$ 21,732.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| <b>TRUCKS</b>                         |              |  |                         |              |                      |           |            |
| 6                                     | PAB          | Small Pickup Truck, Extended Cab, 4x2            | Chevy 1500 Double Cab   | \$ 34,571.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 7                                     | PAD          | Small Pickup Truck, Crew Cab, 4x2                | Ford Maverick           | \$ 27,131.00 | Mark McLarty Ford    | 100223045 | 4600057216 |
| 8                                     | PBA          | 1/2 Ton, Regular Cab, 4x2                        | Chevy 1500 Reg. Cab     | \$ 33,220.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 9                                     | PBB          | 1/2T Truck, Extended Cab, 4X2                    | Chevy 1500 Double Cab   | \$ 34,518.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 10                                    | PBC          | 1/2 Ton, Crew Cab, 4X2                           | Ram 1500 Crew Cab       | \$ 35,568.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 11                                    | PAE          | 1/2 Ton, Crew Cab, 4x4                           | Ram 1500 Crew Cab       | \$ 39,119.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 12                                    | PCA          | 1/2 Ton, Regular Cab, 4X4                        | Chevy 1500 Reg. Cab     | \$ 37,047.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| 13                                    | PCB          | 1/2 Ton, Extended Cab, 4X4                       | Ram 1500 Quad Cab       | \$ 36,994.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 14                                    | PCC          | 1/2 Ton, Crew Cab, 4X4                           | Ram 1500 Crew Cab       | \$ 40,182.00 | Smart Chrysler       | 100233364 | 4600057235 |
| 15                                    | PJA          | 3/4 Ton Regular Cab, 4X2                         | Ram 2500 Reg. Cab       | \$ 37,077.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 16                                    | PJB          | 3/4 Ton Crew Cab, 4X2                            | Ram 2500 Crew Cab       | \$ 41,540.00 | Smart Chrysler       | 100233364 | 4600057235 |
| 17                                    | PJD          | 3/4 Ton Crew Cab, 4X2                            | Ram 2500 Crew Cab       | \$ 40,351.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 18                                    | PEA          | 3/4 Ton Regular Cab, 4X4                         | Ram 2500 Reg. Cab       | \$ 39,729.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 19                                    | PEB          | 3/4 Ton Extended Cab, 4X4                        | Ram 2500 Crew Cab       | \$ 44,118.00 | Smart Chrysler       | 100233364 | 4600057235 |
| 20                                    | PED          | 3/4 Ton Crew Cab, 4X4                            | Ram 2500 Crew Cab       | \$ 43,003.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 21                                    | PKA          | 1 Ton Regular Cab, Dual RWD                      | Ram 3500 Reg. Cab       | \$ 39,494.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 22                                    | PKD          | 1 Ton Regular Cab, Dual RWD, Diesel              | Ram 3500 Reg. Cab       | \$ 52,089.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 23                                    | PQB          | 1 Ton Crew Cab, Single RWD, Chassis Cab          | Ram 3500 Crew Cab       | \$ 41,563.00 | Red River Dodge      | 100254267 | 4600057214 |
| 24                                    | PRA          | 1 Ton Regular Cab, Dual RWD, Chassis Cab         | Ram 3500 Reg. Cab       | \$ 42,234.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 25                                    | PRB          | 1 Ton Crew Cab, Dual RWD, Chassis Cab            | Ram 3500 Crew Cab       | \$ 45,069.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 26                                    | PQD          | 1 Ton Crew Cab, Single RWD, Chassis Cab, Diesel  | Ram 3500 Crew Cab       | \$ 53,168.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 27                                    | PRC          | 1 Ton Regular Cab, Dual RWD, Chassis Cab, Diesel | Ram 3500 Reg. Cab       | \$ 51,575.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 28                                    | PRD          | 1 Ton Crew Cab, Dual RWD, Chassis Cab, Diesel    | Chevy 3500 Crew Cab     | \$ 54,473.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| <b>VANS &amp; SUV's</b>               |              |  |                         |              |                      |           |            |
| 29                                    | VAA          | 1/2T Full-Size Utility Van                       | Chevy Express           | \$ 37,228.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 30                                    | VAB          | 3/4T Full-Size Utility Van                       | Chevy Express           | \$ 37,220.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 31                                    | VAC          | 1T Full-Size Utility Van                         | Chevy Express           | \$ 40,582.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 32                                    | VBA          | 1/2T 8-Passenger Van                             | Chrysler Pacifica       | \$ 40,580.00 | Smart Chrysler       | 100233364 | 4600057235 |
| 33                                    | VGA          | 3/4T 8-Passenger Van                             | Chevy Express Passenger | \$ 41,985.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 34                                    | VCA          | 1T 12-Passenger Van                              | Chevy Express Passenger | \$ 42,620.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 35                                    | VDA          | 1T 15-Passenger Van                              | Chevy Express Passenger | \$ 47,708.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| 37                                    | VEB          | Special purpose 5-Passenger Wagon                | Jeep Grand Cherokee 4x4 | \$ 38,458.00 | Red River Dodge      | 100254267 | 4600057214 |
| 38                                    | VFA          | Compact Mini-Van, 7-Passenger                    | Kia Carnival            | \$ 38,980.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 39                                    | VHA          | Sub-Compact SUV 4x2                              | Chevy Trailblazer       | \$ 22,140.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 40                                    | VHB          | Sub-Compact SUV, 4x4                             | Chevy Trailblazer AWD   | \$ 24,120.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 41                                    | VHC          | Compact SUV 4x2                                  | Chevy Equinox           | \$ 26,300.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 42                                    | VHD          | Compact SUV 4x4                                  | Chevy Equinox AWD       | \$ 28,320.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 43                                    | VIA          | Midsize SUV 4x2                                  | Ford Explorer           | \$ 34,788.00 | Mark McLarty Ford    | 100223045 | 4600057216 |
| 44                                    | VIB          | Midsize SUV 4x4                                  | Dodge Durango AWD       | \$ 35,094.00 | Red River Dodge      | 100254267 | 4600057214 |
| 45                                    | VSA          | Full-Size SUV 4x2                                | Jeep Grand Wagoneer     | \$ 54,745.00 | Red River Dodge      | 100254267 | 4600057214 |
| 46                                    | VSF          | Full-Size SUV 4x4                                | Jeep Grand Wagoneer     | \$ 57,502.00 | Red River Dodge      | 100254267 | 4600057214 |
| 47                                    | PMA          | Full-Size SUV 4x2                                | Ford Expedition         | \$ 56,500.00 | Mark McLarty Ford    | 100223045 | 4600057216 |
| <b>HYBRID &amp; ELECTRIC VEHICLES</b> |              |  |                         |              |                      |           |            |
| 54                                    | HVA          | 8 Passenger Van - Plug-in Hybrid Electric        | Chrysler Pacifica PHEV  | \$ 52,500.00 | Red River Dodge      | 100254267 | 4600057214 |
| 55                                    | HBE          | 4-Door Station Wagon - Electric                  | Chevy Blazer EV         | \$ 36,323.00 | Bale Chevrolet       | 100095671 | 4600057212 |

**2026 State Vehicle Contract**

| Item #                 | Vehicle Type | Description                                | Model                               | Price        | Vendor               | Vendor #  | OA #       |
|------------------------|--------------|--|-------------------------------------|--------------|----------------------|-----------|------------|
| 56                     | HEB          | Hatchback - Electric                       | Chevy Equinox EV                    | \$ 27,284.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| <b>POLICE VEHICLES</b> |              |  |                                     |              |                      |           |            |
| 57                     | JAA          | 4-Door Campus Security Mid-Size Sedan      | Kia K4                              | \$ 24,580.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 60                     | UPP          | Dodge Durango <b>PPV, AWD</b>              | Dodge Durango Pursuit               | \$ 39,117.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 62                     | PRP          | Dodge RAM 1500 SSV, 4WD                    | Ram 1500                            | \$ 39,827.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 63                     | PRQ          | Dodge RAM 2500 SSV, 4WD                    | Ram 2500                            | \$ 43,613.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 64                     | PRR          | Dodge RAM 3500 SSV, 4WD                    | Ram 3500                            | \$ 44,707.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 65                     | PPV          | Chevrolet Tahoe <b>PPV, 2WD</b>            | Chevy Tahoe                         | \$ 51,058.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| 66                     | PFW          | Chevrolet Tahoe <b>PPV, 4WD</b>            | Chevy Tahoe                         | \$ 54,710.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| 68                     | PST          | Chevrolet Silverado 1500 SSV, 4WD          | Chevy Silverado 1500                | \$ 43,635.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 69                     | HPU          | Ford Hybrid <b>PPV, SUV, 2WD</b>           | Ford Police Interceptor Utility AWD | \$ 43,419.00 | Red River Ford       | 100244944 | 4600057213 |
| 70                     | PPU          | Ford F-150 Super Crew <b>PPV, SSV, 4x2</b> | Ford F-150 Responder                | \$ 45,805.00 | Mark McLarty Ford    | 100223045 | 4600057216 |



# BREEDEN

DODGE // CHRYSLER Jeep RAM

January 13, 2026

2026 Dodge Durango Pursuit Vehicle AWD (Model WDEE75)  
Final Proposal **K-9 Units**

|   |                       |
|---|-----------------------|
| State Contract Item# 60                       | \$39,117.00 each      |
| Turn-Key Mobile Inc. (Est-15524)              | \$ 9,741.00 each      |
| Omega Emergency Services (Quote #1)           | \$20,871.10 each      |
| <u>ABC Printing &amp; Signs (Quote 16299)</u> | <u>\$ 600.00 each</u> |
| Total Per Unit                                | \$70,329.10           |
| Grand Total for Two (2) K-9 Units             | \$140,658.20          |

\*Lead Time T.B.D.

Thank you,

Dean Pendergrass  
Commercial/Fleet Sales Manager

# Omega Emergency Services

# QUOTE

OmegaCustoms.com

215 Commerce Drive  
Alma, AR 72921  
(479) 363-2071

1012 E. Henri De Tonti Blvd, Unit #A  
Tontitown, AR 72762  
(479) 670-3600

**DATE** 12/18/2025  
**EXPIRES** 90 days  
**QUOTE #** 1

**Quote For:**

FSPD K9 DURANGO

Prepared by: Brian  
479-670-3600

| PART            | DESCRIPTION  | PRICE      | QTY   | AMOUNT     |
|-----------------|--|------------|-------|------------|
| EGIS 2602B      | PDM 14 POWER PANEL W TIMERS 175A   | \$179.00   | 1.00  | \$179.00   |
| LABOR           | LABOR FOR ALL LISTED COMPONENTS  | \$115.00   | 32.00 | \$3,680.00 |
| 36-4075         | PUSH BUMPER DURANGO  | \$469.00   | 1.00  | \$469.00   |
| 36-4075PB       | PIT Bar Elite DURANGO  | \$469.00   | 1.00  | \$469.00   |
| 36-4075W        | Wing Wrap Elite DURANGO  | \$326.00   | 1.00  | \$326.00   |
| 36-6005         | LIGHT COVER 2 LIGHTS DURANGO   | \$49.00    | 1.00  | \$49.00    |
| DUAL KA         | STALKER DUAL BAN RADAR   | \$2,890.00 | 1.00  | \$2,890.00 |
| CW0410-WR       | 400 Series compartment light, 5.4" red/white   | \$69.00    | 2.00  | \$138.00   |
| VALR51J-P1BL    | 51" Valor, Red/Blue warning lights, all 2-color except positions 15, 25, and 26 low hook mount | \$2,454.10 | 1.00  | \$2,454.10 |
| PF200           | 100/200 W Siren/Light Controller with 21 BUTTON HEAD   | \$1,369.00 | 1.00  | \$1,369.00 |
| PFSYNC-1        | OBD SYNC CABLE FOR VEH INTEGRATION   | \$99.00    | 1.00  | \$99.00    |
| ES124C          | 100W SPEAKER AND BRACKET- FREE   | \$0.00     | 1.00  | \$0.00     |
| MPS62UVW        | MicroPulse Ultra 6, Dual-Color, Clear lens   | \$105.00   | 6.00  | \$630.00   |
| SPOILER         | L-BRACKET FOR REAR SPOILER LIGHTS PAIR   | \$12.00    | 2.00  | \$24.00    |
| 416900          | 1" BUBBLE LIGHTS DUAL COLOR  | \$79.00    | 4.00  | \$316.00   |
| RBKIT-SOLO      | SINGLE RUMBLER AND BRACKET   | \$489.00   | 1.00  | \$489.00   |
| PFSYNC-1        | ON SCENE SYNC MODULE FOR LIGHT & AUDIO   | \$179.00   | 1.00  | \$179.00   |
| MPSWP-BAW       | MIRROR LIGHT - BLUE/WHITE & AMBER TURN   | \$139.00   | 2.00  | \$278.00   |
| MPSMW9-DUR21MIR | MIRROR BRACKETS-PAIR   | \$39.00    | 1.00  | \$39.00    |
| TINT            | WINDOW TINT ALL GLASS  | \$350.00   | 1.00  | \$350.00   |
| 75799           | STREAMLIGHT 12V RE CHARGE  | \$139.00   | 1.00  | \$139.00   |
| 1/3 2/3         | AMERICAN ALUMINUM K9   | \$0.00     | 0.00  | \$0.00     |
|                 | KENNEL, ALARM SYSTEM, DOOR POPPER  | \$5,990.00 | 1.00  | \$5,990.00 |
| SC-917-5        | WEAPON RACK UNDER STORAGE - HORIZONTAL W UNIVERSAL HANDCUFF STYLE LOCK                         | \$315.00   | 1.00  | \$315.00   |
|                 | ELECTRONIC CONTROLLERS IN BACK OF UNIT   | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES CAMERAS AND ALL ASSOCIATED EQUIPMENT   | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES CRADLE POINTS AND ALL ASSOCIATED EQUIPMENT                                       | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES RADIOS AND ALL ASSOCIATED EQUIPMENT  | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES CONSOLE AND ALL CONSOLE EQUIPMENT  | \$0.00     | 0.00  | \$0.00     |

SUBTOTAL \$20,871.10

TAX RATE 0.00%

| PART | DESCRIPTION  | PRICE | QTY       | AMOUNT      |
|------|--|-------|-----------|-------------|
|      | THANK YOU FOR YOUR BUSINESS!   |       |           | DEALER PO   |
|      | <p>**** Please Note****</p> <p>We will not pay for service done at a dealership or another shop. If there is a concern regarding work we have completed please contact us first. We will take care of the issue. We do not honor the opinion of another shops techs.</p> |       | OTHER     | \$20,871.10 |
|      |  |       | SALES TAX |             |

# QUOTE



**Red River Dodge Chrysler Jeep Ram Fiat**  
 #1 Ram Dealer in Arkansas

DATE: 12/29/2025

1060 Heber Springs Rd South, Heber Springs, Ar. 72543  
 Office 501-362-5831 Cell 501-206-9958 Fax 501632-5522  
 Email  
[mike@redriverdodge.com](mailto:mike@redriverdodge.com)  
[christina@redriverdodge.com](mailto:christina@redriverdodge.com)

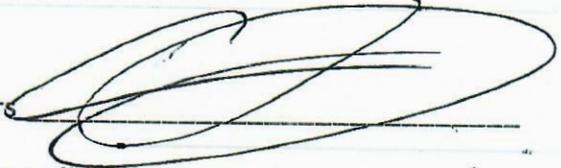
*Contracts  
 with Omega  
 for upfitting.*

| SALESPERSON | JOB           | MODEL                          | COLOR |
|-------------|---------------|--------------------------------|-------|
| Mike Haley  | Fleet Manager | 2026 Dodge Durango Pursuit AWD | White |

|   | DESCRIPTION                          | UNIT PRICE     | LINE TOTAL          |
|---|--------------------------------------|----------------|---------------------|
| 2 | <b>WDEE75 Durango Pursuit AWD</b>    | \$ 39,000.00   | \$ 78,000.00        |
|   | 3.6L V6 VVT Engine                   | STD            | STD                 |
|   | 8 Speed Auto 8HP70 Transmission      | STD            | STD                 |
|   | Cloth Bucket Seats W/Vinyl Rear seat | STD            | STD                 |
|   | Backup Camera                        | STD            | STD                 |
|   | Deactivated Rear Windows & Locks     | STD            | STD                 |
|   | Keyless Entry /4 Key Fobs            | STD            | STD                 |
|   | Trailer Tow Package                  | STD            | STD                 |
|   | 220 Amp Alternator                   | STD            | STD                 |
|   | Blind Spot Cross Path Detection      | STD            | STD                 |
|   | Selectable Steering Modes            | STD            | STD                 |
|   | Rear Load Leveling Suspension        | STD            | STD                 |
|   | In Dash Auxiliary switches           | STD            | STD                 |
|   | 255/60R18BSWON/OFFROADTIRES          | STD            | STD                 |
|   | LED Spotlight                        | STD            | STD                 |
|   | Deactivated Rear Doors/Windows       | STD            | STD                 |
|   | Havis Police Console                 | \$ 1,195.00    | \$ 2,390.00         |
|   | Tinted Windows                       | \$ 300.00      | \$ 600.00           |
|   | 5yr/100K mile Powertrain Warranty    |                | STD                 |
|   |                                      |                |                     |
|   |                                      | <b>DURANGO</b> | <b>\$ 80,990.00</b> |

|                                |               |
|--------------------------------|---------------|
| Police upfit 2 @ (\$21,221.10) | \$ 42,442.20  |
| TOTAL                          | \$ 123,432.00 |
|                                |               |

THANK YOU FOR YOUR BUSINESS!

Quote By Mike Haley/Christina Dewberry Fleet Managers 

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

TO ACCEPT THIS PURCHASE AGREEMENT PLEASE SIGN X \_\_\_\_\_

# Omega Emergency Services

OmegaCustoms.com

215 Commerce Drive  
Alma, AR 72921  
(479) 363-2071

1012 E. Henri De Tonti Blvd, Unit #A  
Tontitown, AR 72762  
(479) 670-3600

# QUOTE

DATE 12/18/2025  
EXPIRES 90 days  
QUOTE # 1

## Quote For:

FSPD K9 DURANGO

Prepared by: Brian  
479-670-3600

| PART            | DESCRIPTION  | PRICE      | QTY   | AMOUNT     |
|-----------------|--|------------|-------|------------|
| EGIS 2602B      | PDM 14 POWER PANEL W TIMERS 175A   | \$179.00   | 1.00  | \$179.00   |
| LABOR           | LABOR FOR ALL LISTED COMPONENTS  | \$115.00   | 32.00 | \$3,680.00 |
| 36-4075         | PUSH BUMPER DURANGO  | \$469.00   | 1.00  | \$469.00   |
| 36-4075PB       | PIT Bar Elite DURANGO  | \$469.00   | 1.00  | \$469.00   |
| 36-4075W        | Wing-Wrap-Elite DURANGO  | \$326.00   | 1.00  | \$326.00   |
| 36-6005         | LIGHT COVER 2 LIGHTS DURANGO   | \$49.00    | 1.00  | \$49.00    |
| DUAL KA         | STALKER DUAL BAN RADAR   | \$2,890.00 | 1.00  | \$2,890.00 |
| CW0410-WR       | 400 Series compartment light, 5.4" red/white   | \$69.00    | 2.00  | \$138.00   |
| VALR51J-P1BL    | 51" Valor, Red/Blue warning lights, all 2-color except positions 15, 25, and 26 low hook mount | \$2,454.10 | 1.00  | \$2,454.10 |
| PF200           | 100/200 W Siren/Light Controller with 21 BUTTON HEAD   | \$1,369.00 | 1.00  | \$1,369.00 |
| PFSYNC-1        | OBD SYNC CABLE FOR VEH INTEGRATION   | \$99.00    | 1.00  | \$99.00    |
| ES124C          | 100W SPEAKER AND BRACKET- FREE   | \$0.00     | 1.00  | \$0.00     |
| MPS62UVW        | MicroPulse Ultra 6, Dual-Color, Clear lens   | \$105.00   | 6.00  | \$630.00   |
| SPOILER         | L-BRACKET FOR REAR SPOILER LIGHTS PAIR   | \$12.00    | 2.00  | \$24.00    |
| 416900          | 1" BUBBLE LIGHTS DUAL COLOR  | \$79.00    | 4.00  | \$316.00   |
| RBKIT-SOLO      | SINGLE RUMBLER AND BRACKET   | \$489.00   | 1.00  | \$489.00   |
| PFSYNC-1        | ON SCENE SYNC MODULE FOR LIGHT & AUDIO   | \$179.00   | 1.00  | \$179.00   |
| MPSWP-BAW       | MIRROR LIGHT - BLUE/WHITE & AMBER TURN   | \$139.00   | 2.00  | \$278.00   |
| MPSMW9-DUR21MIR | MIRROR BRACKETS-PAIR   | \$39.00    | 1.00  | \$39.00    |
| TINT            | WINDOW TINT ALL GLASS  | \$350.00   | 1.00  | \$350.00   |
| 75799           | STREAMLIGHT 12V RE CHARGE  | \$139.00   | 1.00  | \$139.00   |
| 1/3 2/3         | AMERICAN ALUMINUM K9   | \$0.00     | 0.00  | \$0.00     |
|                 | KENNEL, ALARM SYSTEM, DOOR POPPER  | \$5,990.00 | 1.00  | \$5,990.00 |
| SC-917-5        | WEAPON RACK UNDER STORAGE - HORIZONTAL W UNIVERSAL HANDCUFF STYLE LOCK                         | \$315.00   | 1.00  | \$315.00   |
|                 | ELECTRONIC CONTROLLERS IN BACK OF UNIT   | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES CAMERAS AND ALL ASSOCIATED EQUIPMENT   | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES CRADLE POINTS AND ALL ASSOCIATED EQUIPMENT                                       | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES RADIOS AND ALL ASSOCIATED EQUIPMENT  | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES CONSOLE AND ALL CONSOLE EQUIPMENT  | \$0.00     | 0.00  | \$0.00     |
|                 | Dealer Upfit Fee   |            |       | \$350.00   |

SUBTOTAL \$21,221.10

| PART | DESCRIPTION  | PRICE | QTY       | AMOUNT      |
|------|--|-------|-----------|-------------|
|      | THANK YOU FOR YOUR BUSINESS!   |       | TAX RATE  | 0.00%       |
|      |  |       | SALES TAX | DEALER PO   |
|      | <p>**** Please Note****</p> <p>We will not pay for service done at a dealership or another shop. If there is a concern regarding work we have completed please contact us first. We will take care of the issue. We do not honor the opinion of another shops techs.</p> |       | OTHER     | \$21,221.10 |

Integrity Upfitters  
 649 W County Line Rd  
 Springdale, AR 72764-8005 USA  
 rusty@integrityupfitters.com  
 www.integrityupfitters.com



**ADDRESS**  
 Fort Smith Police Dept

**SHIP TO**  
 Fort Smith Police Dept

**Estimate 1188**

**DATE 01/19/2026**

**SALES REP**  
 Rusty

| DATE | DESCRIPTION   | QTY  | RATE | AMOUNT   |           |
|------|---|--|------|----------|-----------|
|      | <b>DURANGO PUSH BUMPER ELITE BLACK</b>                                  | DURANGO PUSH BUMPER ELITE BLACK                                  | 1    | 482.02   | 482.02T   |
|      | <b>DURANGO ACCESSORY FOR 36-4075 PUSH BUMPER ELITE WIRE COVER BLACK</b> | DURANGO ACCESSORY FOR 36-4075 PUSH BUMPER ELITE WIRE COVER BLACK | 1    | 44.23    | 44.23T    |
|      | <b>4 LIGHT CHANNEL,PUSH BUMPER 23.5IN FEDERAL SIGNAL MICROPULSE</b>     | 4 LIGHT CHANNEL,PUSH BUMPER 23.5IN FEDERAL SIGNAL MICROPULSE     | 1    | 44.23    | 44.23T    |
|      | <b>MPS123U-RBW</b>  | MPS123U-RBW PUSH BAR LIGHT, 45 degree mount                      | 2    | 149.00   | 298.00T   |
|      | <b>MPS63U-RBW</b>   | MPS63U-RBW   | 4    | 119.00   | 476.00T   |
|      | <b>MPSW9-RBW</b>  | MPSW9 Wide angle tri color mirror light                          | 2    | 149.00   | 298.00T   |
|      | <b>MPSMW9-DUR21MIR</b>  | MPSMW9-DUR21MIR mirror mount                                     | 1    | 30.00    | 30.00T    |
|      | <b>SIFMJS-DUR16-P3</b>  | Split front ILS visor lighting                                   | 1    | 788.80   | 788.80T   |
|      | <b>PF200R</b>   | PF200R Remote Head siren controller                              | 1    | 1,098.40 | 1,098.40T |
|      | <b>ES100C</b>   | ES100C Siren speaker (one included)                              | 2    | 135.00   | 270.00T   |

| DATE                   | DESCRIPTION  | QTY | RATE     | AMOUNT    |
|------------------------|--|-----|----------|-----------|
| <b>OBCABLE25-DGCAN</b> | Cable, OBD, Dodge Can-C, 25 ft (wig wags, vehicle integration)   | 1   | 175.00   | 175.00T   |
| <b>ESB-DUR15</b>       | Dual EC100 mount   | 1   | 25.00    | 25.00T    |
| <b>EXPMOD24</b>        | EXPMOD24 (expansion module)  | 1   | 225.00   | 225.00T   |
| <b>425-6706</b>        | Durango 2021+ DGS/Max Depth Contour Console (16" FP) (relocates OEM HVAC and USB to console)               | 1   | 472.27   | 472.27T   |
| <b>425-6619</b>        | 425-6619 Harris XG-75 plate *** (need radio model)***  | 1   | 49.49    | 49.49T    |
| <b>425-6666</b>        | Jotto PF200R plate   | 1   | 49.49    | 49.49T    |
| <b>CM-SDMT-SL-LED</b>  | Console side height adjustable mount with slide arm for docking station (??)                               | 1   | 459.60   | 459.60T   |
| <b>AC-MAG-MIC</b>      | Magnetic Mic   | 2   | 39.55    | 79.10T    |
| <b>425-6038</b>        | 4" FP - Cup Holder - Center Console ( 2.75" x 4" x 8.75")  | 1   | 49.00    | 49.00T    |
| <b>GR9-ZRT-AR-BLM</b>  | Gun Rack - Single Weapon, Partition Mounted, Vertical, M4, Handcuff style clasp, HCK                       | 1   | 465.90   | 465.90T   |
| <b>AA-K9-10-140-1</b>  | K9-PLATFORM-K9-2011-CURRENT-DODGE DURANGO-MATTE BLACK WITH NON-TOXIC RUBBER MAT AND 1" RED/WHITE LED LIGHT | 1   | 3,337.92 | 3,337.92T |
| <b>AA-K9-04-008</b>    | K9-Cool Guard PLUS M910  | 1   | 2,170.38 | 2,170.38T |
| <b>SA-10458</b>        | K9-COOL GUARD SYSTEM RESCUE UPGRADE  | 1   | 552.67   | 552.67T   |
| <b>SA-10459</b>        | K9-COOL GUARD SYSTEM ENFORCER PAGER SYSTEM   | 1   | 567.30   | 567.30T   |
| <b>SA-10521</b>        | M610 Cool Guard Cell Phone Comm Complete Unit  | 1   | 997.30   | 997.30T   |
| <b>Services</b>        | Shipping of K9 unit  | 1   | 280.00   | 280.00T   |

| DATE                    | DESCRIPTION   | QTY | RATE     | AMOUNT    |
|-------------------------|---|-----|----------|-----------|
| <del>XSM2-BRW-US</del>  | Federal Signal Xstream B/R/W (rear quarter glass)     | 2   | 201.30   | 402.60T   |
| <del>QT0420</del>       | Feniex Quantum 2.0 Tri Color rear stick w/directional | 1   | 429.00   | 429.00T   |
| <del>MPS 123U-RBW</del> | Tri Color 36- LED R/B/W (plate side)                  | 2   | 139.00   | 278.00T   |
| <del>MPS63U-RBW</del>   | MPS63U-RBW (open hatch)                               | 2   | 119.00   | 238.00T   |
| <del>Services</del>     | Install provided radios                               | 2   | 75.00    | 150.00T   |
| <del>Services</del>     | Install provided Axon camera system                   | 1   | 150.00   | 150.00T   |
| <del>Services</del>     | Labor, supplies, shipping                             | 1   | 2,350.00 | 2,350.00T |

Contact Integrity Upfitters, LLC to pay.

SUBTOTAL 17,782.70  
TAX 1,662.52

**TOTAL \$19,445.22**

Accepted By

Accepted Date



**Turn-Key  
Mobile, Inc.**

**TURN-KEY MOBILE, INC.**

4510 Country Club Drive  
Jefferson City, Missouri 65109

**Estimate**

|               |                     |                  |                          |
|---------------|---------------------|------------------|--------------------------|
| Estimate#     | : <b>EST-15554</b>  | Sales person/ISS | : <b>Patrick Lee</b>     |
| Estimate Date | : <b>12/19/2025</b> | Created By (ISS) | : <b>LaMonica Archer</b> |
| Expiry Date   | : <b>01/21/2026</b> |                  |                          |

|  |  |
|--|--|
| <b>Bill To</b>   | <b>Ship To</b>   |
| <b>Fort Smith Police Department AR</b><br>City of Fort Smith / Accounts Payable<br>PO Box 1908<br>Fort Smith, Arkansas 72902 | Fort Smith Police Department AR<br>ITS Department - Carla Cravens<br>801 Carnall Avenue, Suite 100<br>Fort Smith, Arkansas 72901 |

| #                            | Item & Description   | Qty | Rate     | Amount   |
|------------------------------|--|-----|----------|----------|
| 1                            | CF-33YAAAXB<br>Panasonic Mk 4 Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD<br>Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E,<br>Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 8MP Rear<br>Camera, Standard Batteries (2), TPM 2.0, Flat | 2   | 3,450.00 | 6,900.00 |
| <b>Warranty</b>              |  |     |          |          |
| 2                            | FZ-SVCTPNF3YR<br>Panasonic PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2 and 3)  | 2   | 300.00   | 600.00   |
| <b>Brother Printers</b>      |  |     |          |          |
| 3                            | BR-PJ823D2Y14W<br>Panasonic Brother PocketJet8 PJ823 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter<br>14 ft (bare wire).   | 2   | 575.00   | 1,150.00 |
| <b>Sharkfin Antenna</b>      |  |     |          |          |
| 4                            | SH-IN2440<br>Panorama Low profile Sharkfin, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi,<br>GPS/GNSS, 5m/16 cables for use with IBR600, IBR900, IBR1100. FirstNet compatible. Black   | 2   | 265.00   | 530.00   |
| <b>Cradlepoint</b>           |  |     |          |          |
| 5                            | MBA3-R980-5GD-A<br>Cradlepoint 3-yr NetCloud Mobile Router Essentials Plan, Advanced Plan, and R980 Router<br>with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or<br>antennas, Global)  | 2   | 1,640.00 | 3,280.00 |
| <b>L-TRON Scanner</b>        |  |     |          |          |
| 6                            | 4910LR-152-LTRK-HID<br>I-Tron 4190LR Microphone Style Driver License Reader Kit.<br>Includes: - 2D Barcode Imager Pre-Installed with a Protective Ergonomic Boot and Radio<br>Mic Hanger<br>- Custom Firmware, TraCs 7.x and 10.x Compatible<br>- Coiled 9.5' USB Interface Cable<br>- USB HID                             | 2   | 485.00   | 970.00   |
| <b>Havis Mount Equipment</b> |  |     |          |          |
| 7                            | C-VS-0410-DUR-PM<br>Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-<br>2026 Dodge Durango  | 2   | 575.00   | 1,150.00 |
| 8                            | C-DMM-3024<br>Havis Heavy-Duty Dash Mount for 2021-2025 Dodge Durango  | 2   | 415.00   | 830.00   |
| 9                            | C-HDM-207<br>Havis 3.5" Heavy-Duty Telescoping Pole  | 2   | 115.00   | 230.00   |
| 10                           | MD-ARM-0606<br>Havis Swivel Arm Mount with 6" base, 6" Extension   | 2   | 180.00   | 360.00   |
| 11                           | C-ARM-108<br>Havis Side Mounted Swing-Away Flip Up Armrest   | 2   | 190.00   | 380.00   |
| 12                           | C-HDM-307<br>Havis Heavy Duty Adapter Plate for Swivel Arm Mounts  | 2   | 16.00    | 32.00    |

Order Notes:

| #  | Item & Description  | Qty | Rate     | Amount   |
|----|---|-----|----------|----------|
| 13 | PKG-KB-2003<br>Havis Package - Rugged Chidlet Style Keyboard with Mount (Includes Emergency Key)  | 2   | 525.00   | 1,050.00 |
| 14 | HA-33TVDA0P<br>Havis Premium Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, VGA. Includes Havis Power Supply. Features two front USB ports for easy access. Not compatible when tablet is equipped with any Rotating Hand Strap AND one of the following: quick-release SSD or 5G Modem or Long Life Battery. | 2   | 1,055.00 | 2,110.00 |
| 15 | C-VS-0410-DUR-PM<br>Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-2026 Dodge Durango   | 2   | 575.00   | 1,150.00 |

**Terms & Conditions**

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

|                                 |                    |
|---------------------------------|--------------------|
| Sub Total                       | 20,722.00          |
| City - Fort Smith - 65-01 (2%)  | 387.44             |
| County - Sebastian - 65-00 (1%) | 193.72             |
| State - AR (6.5%)               | 1,259.18           |
| <b>Total</b>                    | <b>\$22,562.34</b> |

Authorized Acceptance Signature

Order Notes:

ABC Printing & Signs  
 10 W. Woodson Ave Bonanza, AR 72916  
 orders@abcprintingandsigns.com  
 (479) 638-8608  
 EIN #: 46-4983425



Tax ID: 78735512-SLS  
 http://abcprintingandsigns.com

# Quote 16299

New graphics for 2026 Dodge Durango patrol  
 unit/k9

SALES REP INFO  
 Jennifer Hattabaugh  
 jennifer@abcprintingandsigns.com

QUOTE DATE  
 12/11/2025  
 QUOTE DUE DATE  
 01/10/2026  
 QUOTE EXPIRY  
 DATE  
 01/01/2026  
 TERMS  
 Net30

REQUESTED BY  
 Breeden Dodge  
 Attn: Kevin Kiene

CONTACT INFO  
 Dean Pendegrass  
 dean@breedendodge.com  
 (479) 883-9678

| # | ITEM  | QTY | UOM  | U.PRICE  | TOTAL (EXCL. TAX) | TAXABLE |
|---|---|-----|------|----------|-------------------|---------|
| 1 | <b>Graphics for new patrol cars</b><br>Graphics package for new 2026 Dodge Durango police vehicles.<br>Reflective vinyl graphics installed.<br><br>QTY 1 K9 Unit<br>QTY 17 Patrol Units<br><br>Same look as previous Durango.<br><br>Unit numbers TBD | 18  | Unit | \$600.00 | \$10,800.00       | N       |

1. A signed copy of the estimate or quotation by the customer to indicate acceptance is required and should be returned to ABC Printing & Signs to begin production. Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept ABC Printing & Signs Terms and Conditions. No work on a project will commence until either document has been received by ABC Printing & Signs. By accepting a Quotation or Estimate, you acknowledge having read and accepted these Terms & Conditions.
2. Quote is based on original specifications from the customer. Price may change, contingent upon final review of the project.
3. Unless noted, the price does not include charges for design, drawings, and layout or pre-flight of customer-supplied digital artwork which is billed separately at the rate of \$95 per hour. If design is included, this is an estimate and can change based on revisions or deviations from the original scope.
4. Applicable City and State Sales Tax and shipping charges are not included.
5. TERMS: We can require 1/2 down payment upon acceptance and balance due upon completion. All prices quoted are subject to change after 30 days.
6. ABC Printing & Signs will start charging a 3% convenience fee for all credit card transactions starting April 1, 2022
7. On installations - Rock, stumps, poor soil conditions, water in excavations, and other unforeseen site conditions may incur additional charges.
8. All Merchandise remains the property of ABC Printing & Signs until the account is paid in full.
9. Overruns or underruns not exceeding 10% of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to the customer, proportionately.
10. Electrical runs in excess of 6' from the sign will be the responsibility of the client.
11. Clients PO in no way negates the Terms and Conditions specified on ABC Printing & Signs work order or signed quote.
12. Signage and/or designs are for that purpose only and cannot be considered a logo design.
13. Permits to be furnished by the customer unless otherwise noted. If the permit application is prepared by ABC Printing & Signs a minimum \$150 per hour, 1 hour minimum preparation fee will be charged in addition to the actual permit fee based on the time required.
14. A Work Estimate is an estimate of the cost of work described, this price can change due to unknowns encountered after the job has begun. This can be either a Not-To-Exceed price or a Non-binding price and will be noted. Non-binding prices with a difference of \$250 or 15%, whichever is greater will seek approval to continue the work described.

**Subtotal:** \$10,800.00  
**Sales Tax (0%):** \$0.00  
**Total:** \$10,800.00

SIGNATURE:

DATE:

# Quote #3008

Fort Smith Police- Vehicle Graphics -Spec. Ops

**QUOTE**

Thank you for your business!



**Graphic Services**  
 319 Rogers Avenue  
 Fort Smith, Arkansas 72901  
 479-783-1297  
<https://graphicfs.net>  
[jennifer@graphicfs.net](mailto:jennifer@graphicfs.net)

**Created** January 15, 2026  
**Customer Due Date** January 30, 2026  
**Terms** Net 30  
**Total** \$6,448.46  
**Outstanding** \$6,448.46

**Customer Billing**  
 Fort Smith Police Dept  
 Stephen Reed  
 100 South 10th St.  
 Fort Smith, Arkansas 72901  
 479-709-5111 Office, Cell 479-548-2200  
[Stephen.Reed@Fortsmithepd.org](mailto:Stephen.Reed@Fortsmithepd.org)

**Customer Shipping**  
 Fort Smith Police Dept  
 Stephen Reed  
 100 South 10th St.  
 Fort Smith, Arkansas 72901

| Category         | Item # | Color | Description  | Qty | Items | Price      | Taxed | Total      |
|------------------|--------|-------|--|-----|-------|------------|-------|------------|
| Vehicle Graphics |        |       | Reflective Vinyl Graphics   5600   +1360Z   +Install   ( Dodge Durango's)              | 2   | 2     | \$1,387.50 | X     | \$2,775.00 |
| Vehicle Graphics |        |       | Reflective Vinyl Graphics   5600   +1360Z   +Install   ( Dodge Ram 2500 4 Door Trucks) | 2   | 2     | \$1,557.00 | X     | \$3,114.00 |

IMPRINT #3008-1

Set up vehicle graphics for 2 Spec Ops. Dodge Durango's. and 2 Dodge Ram 2500 4 Door Trucks

IMPRINT #3008-2

Print & Cut graphics to be installed.

**Total Quantity** 4  
**Item Total** \$5,889.00  
**Fees Total** \$0.00  
**Sub Total** \$5,889.00  
**Tax** \$559.46 ( 9.5% )  
**Total Due** \$6,448.46  
**Paid** \$0.00  
**Outstanding** \$6,448.46

Fill out your terms & conditions here: [https://www.printavo.com/accounts/invoice\\_information](https://www.printavo.com/accounts/invoice_information)

## QUOTE



**INTERNATIONAL**  
NAME PLATE SUPPLIES LTD.

Date: 01/20/2026

To: Stephen Reed

Company: Fort Smith PD

Phone:

Email:

From: Tammy Bryant

Phone: 903-295-4835 ext 3234

Decals & Installation

Pages: 1

Thank you for the opportunity to quote. We are pleased to offer the following pricing for your consideration.

Quote 1 for Patrol-TOTAL \$16,575.00

17 Qty Vinyl Decals for 2026 Dodge Durangos

\$975.00 Per Vehicle (includes Installation)

Quote 2 for Special Ops-TOTAL \$1,950

2 Qty Vinyl Decals for 2026 Dodge Durangos

\$975.00 Per Vehicle (includes Installation)

This pricing Reflects all 19 Total being completed in one trip.

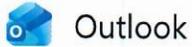
Tammy Bryant

Sales & Marketing

Please check out our manufacturing capabilities:

[www.inps.net/capabilities](http://www.inps.net/capabilities)

Our prices are exclusive of taxes, etc., and are FOB our plant; our terms are net 30 days on approved credit; delivery is determined upon receipt of order; this quote is valid for 90 days. Our manufacturing policy incorporates a 10% over/under run which will be shipped and billed as such. **INPS must be notified of any discrepancies within five days of receipt of order.** If you have any questions, please do not hesitate to call.



---

**RE: Vehicle Purchase Packet**

---

**From** Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

**Date** Fri 1/23/2026 2:21 PM

**To** Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

1 attachment (158 KB)

State Vehicle Contract.pdf;

Good afternoon Capt Young

That info looks good. I attached the state contract showing the Durango price if you want to add that even though you referenced. I always add it to the vehicles I do anyway.



Zachary Shaver  
Purchasing Technician  
City of Fort Smith, Arkansas  
623 Garrison Ave, Fort Smith, AR 72901  
P: 479-784-2268 | F: 479-784-2272 | E: [zachary.shaver@fortsmithar.gov](mailto:zachary.shaver@fortsmithar.gov)

*\*\*If you are interested in registering to become a vendor or view key information and business records pertaining to your account, you can do so using the [Vendor Self-Service Portal](#).\*\**

---

**From:** Young, Dewey (Capt) <deyoung@Fortsmithpd.org>

**Sent:** Friday, January 23, 2026 2:00 PM

**To:** Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

**Subject:** Vehicle Purchase Packet

When you get a chance, can you please take a look at the attached vehicle purchase packet for two K9 vehicles and let me know if I need to change anything or if it will be in compliance.

Captain Dewey Young 4260  
Criminal Investigations Commander  
Fort Smith Police Department  
(479) 709-5120



Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic:(800) 978-2737  
 International: +1.800.978.2737

Q-804430-46058EC

Issued: 02/05/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 04/15/2026

Account Number: 164915

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

| SHIP TO   | BILL TO   |
|---|---|
| Fort Smith Police Dept. - AR<br>100 S 10th St<br>Fort Smith,<br>AR<br>72901-3710<br>USA | Ft Smith Police Dept / Fort Smith Police Dept. - AR<br>100 S 10th St<br>Fort Smith<br>AR<br>72901-3710<br>USA<br>Email: |

| SALES REPRESENTATIVE  | PRIMARY CONTACT  |
|---|--|
| Eduardo Carreras<br>Phone:<br>Email: ecarreras@axon.com<br>Fax: | Dillon Harris<br>Phone: 479-709-5041<br>Email: dillon.harris@fortsmithpd.org<br>Fax: |

**Quote Summary**

|                               |                     |
|-------------------------------|---------------------|
| Program Length                | 34.5 Months         |
| <b>TOTAL COST</b>             | <b>\$209,447.07</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$225,167.93</b> |

**Discount Summary**

|                          |                     |
|--------------------------|---------------------|
| Average Savings Per Year | \$37,487.96         |
| <b>TOTAL SAVINGS</b>     | <b>\$107,777.88</b> |

## Payment Summary

| Date         | Subtotal            | Tax                | Total               |
|--------------|---------------------|--------------------|---------------------|
| Mar 2026     | \$69,815.69         | \$5,240.28         | \$75,055.97         |
| Jan 2027     | \$69,815.69         | \$5,240.28         | \$75,055.97         |
| Jan 2028     | \$69,815.69         | \$5,240.30         | \$75,055.99         |
| <b>Total</b> | <b>\$209,447.07</b> | <b>\$15,720.86</b> | <b>\$225,167.93</b> |

|                        |              |
|------------------------|--------------|
| Quote Unbundled Price: | \$314,777.40 |
| Quote List Price:      | \$209,135.85 |
| Quote Subtotal:        | \$209,447.07 |

## Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item           | Description                       | Qty | Term | Unbundled | List Price | Net Price | Subtotal            | Tax                | Total               |
|----------------|-----------------------------------|-----|------|-----------|------------|-----------|---------------------|--------------------|---------------------|
| <b>Program</b> |                                   |     |      |           |            |           |                     |                    |                     |
| 80461          | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21  | 25   |           | \$115.75   | \$120.38  | \$63,199.50         | \$6,003.96         | \$69,203.46         |
| Fleet3B+TAP    | Fleet 3 Basic + TAP               | 21  | 35   | \$345.59  | \$201.86   | \$198.98  | \$146,247.57        | \$9,716.90         | \$155,964.47        |
| <b>Total</b>   |                                   |     |      |           |            |           | <b>\$209,447.07</b> | <b>\$15,720.86</b> | <b>\$225,167.93</b> |

## Delivery Schedule

### Hardware

| Bundle              | Item   | Description   | QTY | Shipping Location | Estimated Delivery Date |
|---------------------|--------|---|-----|-------------------|-------------------------|
| Fleet 3 Basic + TAP | 100469 | AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET               | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 101675 | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 101924 | AXON FLEET - TAOGAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT    | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 70112  | AXON SIGNAL - VEHICLE                                     | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 72036  | AXON FLEET 3 - STANDARD 2 CAMERA KIT                      | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 72040  | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT                 | 21  | 1                 | 02/01/2029              |

### Software

| Bundle              | Item  | Description  | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE              | 21  | 04/15/2026           | 02/28/2029         |
| Fleet 3 Basic + TAP | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED | 42  | 04/15/2026           | 02/28/2029         |

### Services

| Bundle              | Item  | Description   | QTY |
|---------------------|-------|---|-----|
| Fleet 3 Basic + TAP | 73391 | AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED | 21  |

### Warranties

| Bundle              | Item  | Description                                | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80379 | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT   | 21  | 03/15/2027           | 02/28/2029         |
| Fleet 3 Basic + TAP | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 21  | 03/15/2027           | 02/28/2029         |

## Shipping Locations

| Location Number | Street        | City       | State | Zip        | Country |
|-----------------|---------------|------------|-------|------------|---------|
| 1               | 100 S 10th St | Fort Smith | AR    | 72901-3710 | USA     |

## Payment Details

| <b>Mar 2026</b> |             |                                   |     |                    |                   |                    |
|-----------------|-------------|-----------------------------------|-----|--------------------|-------------------|--------------------|
| Invoice Plan    | Item        | Description                       | Qty | Subtotal           | Tax               | Total              |
| Coterm Payment  | 80461       | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21  | \$21,066.50        | \$2,001.32        | \$23,067.82        |
| Coterm Payment  | Fleet3B+TAP | Fleet 3 Basic + TAP               | 21  | \$48,749.19        | \$3,238.96        | \$51,988.15        |
| <b>Total</b>    |             |                                   |     | <b>\$69,815.69</b> | <b>\$5,240.28</b> | <b>\$75,055.97</b> |

| <b>Jan 2027</b>  |             |                                   |     |                    |                   |                    |
|------------------|-------------|-----------------------------------|-----|--------------------|-------------------|--------------------|
| Invoice Plan     | Item        | Description                       | Qty | Subtotal           | Tax               | Total              |
| Annual Payment 2 | 80461       | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21  | \$21,066.50        | \$2,001.32        | \$23,067.82        |
| Annual Payment 2 | Fleet3B+TAP | Fleet 3 Basic + TAP               | 21  | \$48,749.19        | \$3,238.96        | \$51,988.15        |
| <b>Total</b>     |             |                                   |     | <b>\$69,815.69</b> | <b>\$5,240.28</b> | <b>\$75,055.97</b> |

| <b>Jan 2028</b>  |             |                                   |     |                    |                   |                    |
|------------------|-------------|-----------------------------------|-----|--------------------|-------------------|--------------------|
| Invoice Plan     | Item        | Description                       | Qty | Subtotal           | Tax               | Total              |
| Annual Payment 3 | 80461       | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21  | \$21,066.50        | \$2,001.32        | \$23,067.82        |
| Annual Payment 3 | Fleet3B+TAP | Fleet 3 Basic + TAP               | 21  | \$48,749.19        | \$3,238.98        | \$51,988.17        |
| <b>Total</b>     |             |                                   |     | <b>\$69,815.69</b> | <b>\$5,240.30</b> | <b>\$75,055.99</b> |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

### Rewrite Estimates

**Estimated Amounts and Contract Terminations.** Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

### Refresh Shipment Timing

**Technology Assurance Plan (TAP) Refresh Prior to Renewal.** For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

### Shipment Timing

**Shipment Variance.** Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

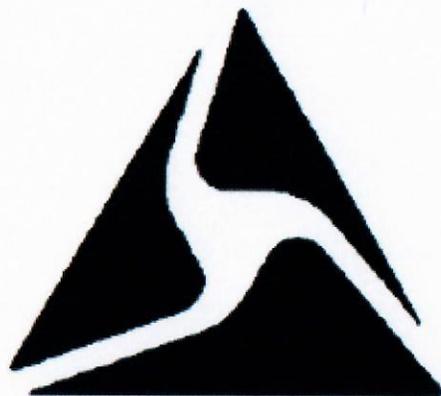
---

Signature

---

Date Signed

2/5/2026





## MEMORANDUM

**TO:** Jeff Dingman, Acting City  
**CC:** Andrew Richards, CFO  
**FROM:** Danny Baker, Chief of Police  
**DATE:** February 20, 2026  
**SUBJECT:** Patrol Special Operations Vehicle Purchase (4705)

### SUMMARY

In accordance with our approved 2026 Capital Improvement Plan included with Item 2564 of this agenda packet, the Police Department is requesting authorization to purchase four (4) vehicles to be utilized by the **Patrol Special Operations Division**. These vehicles consist of two (2) 2026 Dodge Durango SUVs and two (2) 2026 Dodge Ram 2500 trucks to replace two (2) aging and high-mileage vehicles and add two (2) vehicles to the fleet. The purchase, including associated equipment, totals **\$249,020.96** and will be made utilizing the Police Department's portion of the Sales and Use Tax funds.

All four (4) vehicles will be purchased from Breeden Dodge in Fort Smith. These purchases are in accordance with applicable laws and policies and have been reviewed and approved as appropriate by the COFS Purchasing Manager.

I respectfully request for this item to be placed before the Fort Smith Board of Directors at the March 3rd, 2026 Regular Meeting.

### ATTACHMENTS

1. [3-3-26\\_Item\\_ID\\_2581\\_Resolution\\_-\\_Dodge\\_Durango\\_and\\_Ram\\_2500.pdf](#)
2. [3-3-26\\_Item\\_2581\\_Special\\_Operations\\_Packet\\_Memo.pdf](#)
3. [3-3-26\\_Item\\_ID\\_2581\\_Spec\\_Ops\\_Dodge\\_Durango\\_&\\_Ram\\_2500\\_Packet.pdf](#)

**FISCAL IMPACT:** \$249,020.96  
**BUDGET INFORMATION:** Budgeted / Police - 1/8 Cent Sales and Use Tax

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF TWO (2) DODGE DURANGO PURSUIT AWD SUVs and TWO (2) DODGE RAM 2500 PICKUP TRUCKS WITH UP-FITTING EQUIPMENT

---

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

The attached bids for the purchase of two (2) Dodge Durango Pursuit AWD SUVs, two (2) Dodge Ram 2500 pickup trucks, and up-fitting of police vehicle equipment for the Police Department are hereby accepted.

This Resolution adopted this \_\_\_\_\_ day of March, 2026.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
No publication required



# FORT SMITH POLICE DEPARTMENT

## MEMORANDUM

**To:** Chief Danny Baker *DCB 2/20/2026*  
**From:** Lt. Robert Schibbelhut 4378 *RS 2/19/26*  
**Subject:** 2026 Special Operations Fleet Vehicle Purchase  
**Date:** February 16<sup>th</sup>, 2026

|                     |
|---------------------|
| Recipient Response: |
| _____               |
| _____               |
| _____               |
| _____               |
| _____               |
| _____               |

Consistent with the approved Capital Improvement Plan (CIP), I request authorization to purchase four (4) vehicles, two (2) 2026 Dodge Durango's and two (2) Dodge Ram 2500's. Funding for this purchase was approved by the Board of Directors and has been appropriated for accordingly in the 2026 budget (1/8% Sales and Use Tax – 47091120-531100). The four (4) new vehicles will replace two (2) older patrol units and add two trucks needed for use in the Patrol Special Operations Division.

The following quotes were obtained from dealerships which include up-fitting:

- Red River \$255,116.42
- Landers \$253,704.60
- Breeden \$249,020.96

I recommend that we purchase the vehicles from Breeden Dodge, which is a local Fort Smith business, for a total cost of **\$249,020.96**.





January 13,2026

2026 Dodge Durango Pursuit Vehicle AWD (Model WDEE75)  
Final Proposal **SPEC OPPTS**

|   |                       |
|---|-----------------------|
| State Contract Item# 60                       | \$39,117.00 each      |
| Turn-Key Mobile Inc. (Est-15555)              | \$ 9,359.00 each      |
| Omega Emergency Services (Quote #1)           | \$17,285.57each       |
| Teeco-Louisiana                               | \$ 565.13each         |
| <u>ABC Printing &amp; Signs (Quote 16299)</u> | <u>\$ 600.00 each</u> |
| Total Per Unit                                | \$66,926.70 each      |
| Grand Total for Two (2) Spec Oppts            | \$133,853.40          |

\*Lead Time T.B.D.

Thank you,

Dean Pendergrass  
Commercial/Fleet Sales Manager



**Turn-Key  
Mobile, Inc.**

**TURNKEY MOBILE INC**

4510 Country Club Drive  
Jefferson City Missouri 65109

**Estimate**

|               |                     |                     |                          |
|---------------|---------------------|---------------------|--------------------------|
| Estimate#     | : <b>EST-15729</b>  | Sales person/ISS    | : <b>Patrick Lee</b>     |
| Estimate Date | : <b>01/28/2026</b> | Created By (ISS)    | : <b>LaMonica Archer</b> |
| Expiry Date   | : <b>01/31/2026</b> | Purchasing Contract | : <b>None</b>            |

|  |   |
|--|---|
| <b>Bill To</b>   | <b>Ship To</b>  |
| <b>Breeden Dodge Chrysler Jeep, Inc</b><br>Dean Pendergrass<br>5900 Highway 71 S<br>Fort Smith, Arkansas 72921 | Breeden Dodge Chrysler Jeep, Inc<br>Dean Pendergrass<br>Omega Car and Truck Accessories<br>215 Commerce Drive<br>Alma, Arkansas 72921 |

| #                          | Item & Description  | Qty | Rate     | Amount   |
|----------------------------|---|-----|----------|----------|
| <b>Fort Smith Arkansas</b> |   |     |          |          |
| 1                          | CF-33YAAAXB<br>Panasonic Mk 4 Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Standard Batteries (2), TPM 2.0, Flat   | 2   | 3,406.00 | 6,812.00 |
| 2                          | HA-UNKB2003<br>HAVIS PACKAGE CHICLET KEYBOARD WITH MOUNT FOR ALL TOUGHBOOK  | 2   | 552.00   | 1,104.00 |
| 3                          | FZ-SVCTPNF3YR<br>Panasonic PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2 and 3)   | 2   | 315.00   | 630.00   |
| 4                          | HA-33TVDA0P<br>Havis Premium Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, VGA. Includes Havis Power Supply. Features two front USB ports for easy access. Not compatible when tablet is equipped with any Rotating Hand Strap AND one of the following: quick-release SSD or 5G Modem or Long Life Battery. | 2   | 1,060.00 | 2,120.00 |
| 5                          | BR-PJ823D2Y14W<br>Panasonic Brother PocketJet8 PJ823 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire).   | 2   | 525.00   | 1,050.00 |
| 6                          | CP-R9803YE<br>Panasonic Cradlepoint 3-yr NetCloud Mobile Router Essentials Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or antennas, Global)   | 2   | 1,350.00 | 2,700.00 |
| 7                          | SH-IN2440<br>Panorama Low profile Sharkfin, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi, GPS/GNSS, 5m/16 cables for use with IBR600, IBR900, IBR1100. FirstNet compatible. Black   | 2   | 265.00   | 530.00   |
| 8                          | 4910LR-152-LTRK-HID<br>I-Tron 4190LR Microphone Style Driver License Reader Kit.<br>Includes: - 2D Barcode Imager Pre-Installed with a Protective Ergonomic Boot and Radio Mic Hanger<br>-Custom Firmware, TraCs 7.x and 10.x Compatible<br>- Coiled 9.5' USB Interface Cable<br>- USB HID  | 2   | 485.00   | 970.00   |
| 9                          | C-VS-0410-DUR-PM<br>Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-2026 Dodge Durango   | 2   | 530.00   | 1,060.00 |
| 10                         | C-DMM-3024<br>Havis Heavy-Duty Dash Mount for 2021-2025 Dodge Durango   | 2   | 405.00   | 810.00   |
| 11                         | C-HDM-207<br>Havis 3.5" Heavy-Duty Telescoping Pole   | 2   | 116.00   | 232.00   |
| 12                         | MD-ARM-0606<br>Havis Swivel Arm Mount with 6" base, 6" Extension  | 2   | 113.00   | 226.00   |
| 13                         | C-ARM-108<br>Havis Side Mounted Swing-Away Flip Up Armrest  | 2   | 220.00   | 440.00   |

| #  | Item & Description  | Qty | Rate  | Amount |
|----|---|-----|-------|--------|
| 14 | C-HDM-307<br>Havis Heavy Duty Adapter Plate for Swivel Arm Mounts | 2   | 17.00 | 34.00  |
| 15 | Shipping NOT Included   | 1   | 0.00  | 0.00   |

|              |                    |
|--------------|--------------------|
| Sub Total    | 18,718.00          |
| <b>Total</b> | <b>\$18,718.00</b> |

**Terms & Conditions**

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

Authorized Acceptance Signature

# Omega Emergency Services

OmegaCustoms.com

215 Commerce Drive  
Alma, AR 72921  
(479) 363-2071

1012 E. Henri De Tonti Blvd, Unit #A  
Tontitown, AR 72762  
(479) 670-3600

# QUOTE

**DATE** 12/18/2025  
**EXPIRES** 90 days  
**QUOTE #** 1

**Quote For:**

FSPD SPECIAL OPS / PATROL

Prepared by: Brian  
479-670-3600

| PART            | DESCRIPTION  | PRICE      | QTY   | AMOUNT     |
|-----------------|--|------------|-------|------------|
| EGIS 2602B      | PDM 14 POWER PANEL W TIMERS 175A   | \$179.00   | 1.00  | \$179.00   |
| LABOR           | LABOR FOR ALL LISTED COMPONENTS  | \$115.00   | 30.00 | \$3,450.00 |
| 36-4075         | PUSH BUMPER DURANGO  | \$469.00   | 1.00  | \$469.00   |
| 36-4075PB       | PIT Bar Elite DURANGO  | \$469.00   | 1.00  | \$469.00   |
| 36-4075W        | Wing Wrap Elite DURANGO  | \$326.00   | 1.00  | \$326.00   |
| 36-6005         | LIGHT COVER 2 LIGHTS DURANGO   | \$49.00    | 1.00  | \$49.00    |
| DUAL KA         | STALKER DUAL BAN RADAR   | \$2,890.00 | 1.00  | \$2,890.00 |
| CW0410-WR       | 400 Series compartment light, 5.4" red/white   | \$69.00    | 2.00  | \$138.00   |
| VALR51J-P1BL    | 51" Valor, Red/Blue warning lights, all 2-color except positions 15, 25, and 26 low hook mount | \$2,454.10 | 1.00  | \$2,454.10 |
| PF400           | 400 W Siren/Light Controller with 21 BUTTON HEAD   | \$1,369.00 | 1.00  | \$1,369.00 |
| PFSYNC-1        | OBD SYNC CABLE FOR VEH INTEGRATION   | \$99.00    | 1.00  | \$99.00    |
| ES124C          | 100W SPEAKER AND BRACKET- FREE   | \$0.00     | 1.00  | \$0.00     |
| MPS62UVW        | MicroPulse Ultra 6, Dual-Color, Clear lens   | \$105.00   | 6.00  | \$630.00   |
| SPOILER         | L-BRACKET FOR REAR SPOILER LIGHTS PAIR   | \$12.00    | 2.00  | \$24.00    |
| 416900          | 1" BUBBLE LIGHTS DUAL COLOR  | \$79.00    | 4.00  | \$316.00   |
| RBKIT-SOLO      | SINGLE RUMBLER AND BRACKET   | \$489.00   | 1.00  | \$489.00   |
| PFSYNC-1        | ON SCENE SYNC MODULE FOR LIGHT & AUDIO   | \$179.00   | 1.00  | \$179.00   |
| MPSWP-BAW       | MIRROR LIGHT - BLUE/WHITE & AMBER TURN   | \$139.00   | 2.00  | \$278.00   |
| MPSMW9-DUR21MIR | MIRROR BRACKETS-PAIR   | \$39.00    | 1.00  | \$39.00    |
| TINT            | WINDOW TINT FRONT WINDOWS  | \$100.00   | 1.00  | \$100.00   |
| 75799           | STREAMLIGHT 12V RE CHARGE  | \$139.00   | 1.00  | \$139.00   |
| 475-0965        | UDRH -SPACESAVER , High Security/High Visibility Window  | \$805.91   | 1.00  | \$805.91   |
| 475-8848        | HSEP - LOWER EXTENSION PANELS UNDER SEAT   | \$89.56    | 1.00  | \$89.56    |
| 475-1516        | Replacement Bio-Seat AND REAR PARTITION  | \$1,462.00 | 1.00  | \$1,462.00 |
| 475-1764        | Window Armor and ABS Door Panels   | \$527.00   | 1.00  | \$527.00   |
| SC-917-5        | WEAPON RACK UNDER STORAGE - HORIZONTAL W UNIVERSAL HANDCUFF STYLE LOCK                         | \$315.00   | 1.00  | \$315.00   |
|                 | ELECTRONIC CONTROLLERS IN BACK OF UNIT   | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES CAMERAS AND ALL ASSOCIATED EQUIPMENT   | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES CRADLE POINTS AND ALL ASSOCIATED EQUIPMENT                                       | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES RADIOS AND ALL ASSOCIATED EQUIPMENT  | \$0.00     | 0.00  | \$0.00     |
|                 | DEPT PROVIDES CONSOLE AND ALL CONSOLE EQUIPMENT  | \$0.00     | 0.00  | \$0.00     |

| PART | DESCRIPTION | PRICE | QTY | AMOUNT |
|------|-------------|-------|-----|--------|
|------|-------------|-------|-----|--------|

SUBTOTAL \$17,285.57

TAX RATE 0.00%

SALES TAX **DEALER PO**

OTHER \$17,285.57

**THANK YOU FOR YOUR BUSINESS!**

\*\*\*\* Please Note\*\*\*\*

We will not pay for service done at a dealership or another shop. If there is a concern regarding work we have completed please contact us first. We will take care of the issue. We do not honor the opinion of another shops techs.



January 13,2026

2026 RAM 2500 CREW CAB 4X4 6.4LV8 GAS ENGINE (Model DJ7L91)  
Final Proposal **SPEC OPPS**

|  |                         |
|--|-------------------------|
| State Contract Item# 60                    | \$43,003.00 each        |
| <u>Omega Emergency Services (Quote #1)</u> | <u>\$ 4,948.00 each</u> |
| Total Per Unit                             | \$47,951.00 each        |
| Grand Total for Two (2) Spec Opps          | \$95,902.00             |

\*Lead Time T.B.D.

Thank you,

Dean Pendergrass  
Commercial/Fleet Sales Manager



# QUOTE



## Red River Dodge Chrysler Jeep Ram Fiat

DATE: 01/13/2026

#1 Ram Dealer in Arkansas

1060 Heber Springs Rd South, Heber Springs, Ar.72543  
 Office 501-362-5831 Cell 501-206-9958 Fax 501632-5522  
 Email

[mike@redriverdodge.com](mailto:mike@redriverdodge.com)  
[christina@redriverdodge.com](mailto:christina@redriverdodge.com)

### City of Fort Smith

Free Delivery to your location

| SALESPERSON | JOB           | MODEL                          | COLOR |
|-------------|---------------|--------------------------------|-------|
| Mike Haley  | Fleet Manager | 2026 Dodge Durango Pursuit AWD | White |

|   | DESCRIPTION                         | UNIT PRICE   | LINE TOTAL   |
|---|-------------------------------------|--------------|--------------|
| 2 | WDEE75 Durango Pursuit AWD          | \$ 39,000.00 | \$ 78,000.00 |
|   | 3.6L V6 24V VVT Engine              | STD          | STD          |
|   | 8 Speed Auto 8HP70 Transmission     | STD          | STD          |
|   | Cloth Bucket Seats/ Vinyl Rear seat | STD          | STD          |
|   | Backup Camera                       | STD          | STD          |
|   | Deactivated Rear Windows & Locks    | STD          | STD          |
|   | Keyless Entry /4 Key Fobs           | STD          | STD          |
|   | Trailer Tow Package                 | STD          | STD          |
|   | 220 Amp Alternator                  | STD          | STD          |
|   | Blind Spot Cross Path Detection     | STD          | STD          |
|   | Selectable Steering Modes           | STD          | STD          |
|   | Rear Load Leveling Suspension       | STD          | STD          |
|   | In Dash Auxiliary switches          | STD          | STD          |
|   | 255/60R18BSWON/OFFROADTIRES         | STD          | STD          |
|   | LED Spotlight                       | STD          | STD          |
|   | 5yr/100K mile Powertrain Warranty   |              | STD          |

|                     |              |     |               |
|---------------------|--------------|-----|---------------|
| Durango total Each  | \$ 39,000.00 | X 2 | \$ 78,000.00  |
| Police Upfit Each   | \$ 16,599.00 | X 2 | \$ 33,198.00  |
| Combined Total Each | \$ 55,599.00 | X 2 | \$ 111,198.00 |

THANK YOU FOR YOUR BUSINESS!

Quote By Mike Haley/Christina Dewberry Fleet Managers

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

TO ACCEPT THIS PURCHASE AGREEMENT PLEASE SIGN X \_\_\_\_\_

FSPD DURANGO x 2 - SPECIAL OPERATIONS DIV

**EMERGENCY VEHICLE PACKAGE**

BLUE SEA, SOLENOID TIMER 120A 12VDC ATD - Prevents Battery Drain with Automatic Shut off Timers, Can be programmed to certain time points for Different Items

BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover

Manual on Off Circuit Breaker (For Maintenance) - Circuit Breaker, Surface Mount, 150 Amp

Westin Durango Center Section Pushbumper

Westin Durango Pit Bars/Front End Protection

Westin Upper Pit Wings (Headlight Covers)

Soundoff Mpower - Blue/Amber/White - Front Top of Push - 4" mpower HD with Stud Mount 18 LED 9-32 Volt SAE with 1.5' Pigtail Clear Housing/Lens BLU/AMB/WHT

Westin Light Channel with 2 Lights - Mounted with -Blue/Amber/White HD Mpowers, Blue Warning, White Scene, Amber Turn Signal (Front)

Side of PB Mount - Lights at 35 Degree Angle (Intersce - Lights are at 35 Degree Angle for Intersection Warning - Blue Warn, White Scene, Amber Turn Signal (Front)

Soundoff Mpower - Blue/Amber/White Side of PB @ 35 - Side of PB- Blue - Warning, White -Alley, Amber Turn Signal (Front)

STALKER Dual - 2 Antenna Radar System - Dual Antenna Radar Front and Rear

Soundoff Dome Light

Mpower 48 Lightbar Blue/White Front / Blue/Amb Rear- Mpower Lightbar (top of the Line for Soundoff)

Metal Top Prevents Hail Damage

Lightbar is Blue White Front (Full Scene Capable)

Lightbar is Blue Amber Rear (Arrow Stick Capable)

Light Bar has two Tio Pods on rear (Red Brake)

Still able to do Blue/Amber across entire rear of Bar

Cut out Corners when Door Open on Unit

Prisoner Loading alley on Passenger Side (when right rear door opened)

SOI BLUEPRINT 500 SERIES REMOTE AMP W/LINK - Park / Kill Siren Standard - Push to Chagne Siren tones on Vehicle Horn Standard

SOI PUSH BUTTON CONTROL PANEL W/MICROPHONE - Push Button Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote)

SOI 100J SERIES COMPOSITE SPEAKER

SOI SOUND OFF / BLUEPRINT SYNC MODULE

Mpower Trio R/B/W - Trio Mpower - Tag Mounted (On License Plate Bracket) Red Brake / Rear Turn Signal , Blue Warning Patterns, White Reverse

Mpower Trio R/B/W - Mounted in Rear Glass - Facing Rear, Mounted High, Red Brake / Rear Turn Signal, Blue Warning Patterns, White Reverse

SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE- These can be mountd in the Reverse or on the Rear D-Pllar 4 total per unit

SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS

SOUNDOFF ETSS100 SPEAKER BRACKET 18-23 DURANGO

BLUE/AMBER/WHITE Under Mirror - Blue Warn, White Alley, Amber Turn Signal

SOI 2016-25 DURANGO UNDER MIRROR MNT BRAKET

TINT - 2 Front Windows

SLI STINGER LED HPL, DC CHARGER

JOTTO, CAGE

JOTTO, PATRIOT LOWER EXTENSION PANNEL

JOTTO PPV REPLACEMENT SEAT SYSTEM

JOTTO 475-2151 DURNGO DOOR ARMOR / WINDOW ARMOR

RAPID-ADJUST UNIVERSAL GUN RACK WITH NEW SC-6 XL - LOCK - Universal Weapn Rack, Will take and AR Platform or a Shot Gun (870 Style 12 Guage)

DANA SAFETY SUPPLY PROVIDES THE FOLLOWING WARRANTY

LIFETIME INSTALL WORKMANSHIP WARRANTY

DANA SAFETY WILL FIX WORKMANSHIP ITEMS ONSITE AT FORT

SMITH PD THAT ARE WORKMAN SHIP

THE PARTS WILL BE COVERED UNDER THE ORIGINAL

MANUFACTURES WARRANTY , 5 YEAR

Department Provided :

Axon Fleet System

Modem/Antenna for Modem

Console / Printer / Computer Stand

Radio and Antenna and Coax Cable





**Turn-Key  
Mobile, Inc.**

**TURNKEY MOBILE INC**

4510  
Country Club Drive  
Jefferson City Missouri 65109

**Estimate**

|               |              |                     |                   |
|---------------|--------------|---------------------|-------------------|
| Estimate#     | : EST-15555  | Sales person/ISS    | : Patrick Lee     |
| Estimate Date | : 12/19/2025 | Created By (ISS)    | : LaMonica Archer |
| Expiry Date   | : 01/21/2026 | Purchasing Contract | : NASPO Panasonic |

|  |  |
|--|--|
| <b>Bill To</b>   | <b>Ship To</b>   |
| <b>Fort Smith Police Department AR</b><br>City of Fort Smith / Accounts Payable<br>PO Box 1908<br>Fort Smith, Arkansas 72902 | Fort Smith Police Department AR<br>ITS Department - Carla Cravens<br>801 Carnall Avenue, Suite 100<br>Fort Smith, Arkansas 72901 |

| # | Item & Description   | Qty | Rate     | Amount   |
|---|--|-----|----------|----------|
| 1 | Contract-NASPO Panasonic<br>NASPO Contract # MA23019 <a href="https://na.panasonic.com/us/sites/default/files/2023-09/NASPO_Panasonic_Master%20Agreement%2023019_Executed.pdf">https://na.panasonic.com/us/sites/default/files/2023-09/NASPO_Panasonic_Master%20Agreement%2023019_Executed.pdf</a>                         | 1   | 0.00     | 0.00     |
| 2 | CF-33YAAAXB<br>Panasonic Mk 4 Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD<br>Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E,<br>Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 8MP Rear<br>Camera, Standard Batteries (2), TPM 2.0, Flat | 2   | 3,450.00 | 6,900.00 |

|                 |   |   |        |        |
|-----------------|---|---|--------|--------|
| <b>Warranty</b> |   |   |        |        |
| 3               | FZ-SVCTPNF3YR<br>Panasonic PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2 and 3) | 2 | 300.00 | 600.00 |

|                         |  |   |        |          |
|-------------------------|--|---|--------|----------|
| <b>Brother Printers</b> |  |   |        |          |
| 4                       | BR-PJ823D2Y14W<br>Panasonic Brother PocketJet8 PJ823 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter<br>14 ft (bare wire). | 2 | 575.00 | 1,150.00 |

|                         |  |   |        |        |
|-------------------------|--|---|--------|--------|
| <b>Sharkfin Antenna</b> |  |   |        |        |
| 5                       | SH-IN2440<br>Panorama Low profile Sharkfin, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi,<br>GPS/GNSS, 5m/16 cables for use with IBR600, IBR900, IBR1100. FirstNet compatible. Black | 2 | 265.00 | 530.00 |

|                    |   |   |          |          |
|--------------------|---|---|----------|----------|
| <b>Cradlepoint</b> |   |   |          |          |
| 6                  | Contract-NASPO Cradlepoint<br>NASPO Master Agreement #: AR3189 CradlePoint Inc. <a href="https://naspo.valuepoint.org/portfolio/data-communications-2019-2026/cradlepoint-inc/">https://naspo.valuepoint.org/portfolio/data-communications-2019-2026/cradlepoint-inc/</a> | 1 | 0.00     | 0.00     |
| 7                  | MBA3-R980-5GD-A<br>Cradlepoint 3-yr NetCloud Mobile Router Essentials Plan, Advanced Plan, and R980 Router<br>with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or<br>antennas, Global)   | 2 | 1,640.00 | 3,280.00 |

|                       |   |   |        |        |
|-----------------------|---|---|--------|--------|
| <b>L-TRON Scanner</b> |   |   |        |        |
| 8                     | 4910LR-152-LTRK-HID<br>I-Tron 4190LR Microphone Style Driver License Reader Kit.<br>Includes: - 2D Barcode Imager Pre-Installed with a Protective Ergonomic Boot and Radio<br>Mic Hanger<br>-Custom Firmware, TraCs 7.x and 10.x Compatible<br>- Coiled 9.5' USB Interface Cable<br>- USB HID | 2 | 485.00 | 970.00 |

|                              |   |   |        |          |
|------------------------------|---|---|--------|----------|
| <b>Havis Mount Equipment</b> |   |   |        |          |
| 9                            | C-VS-0410-DUR-PM<br>Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-<br>2026 Dodge Durango | 2 | 575.00 | 1,150.00 |
| 10                           | C-DMM-3024<br>Havis Heavy-Duty Dash Mount for 2021-2025 Dodge Durango   | 2 | 415.00 | 830.00   |
| 11                           | C-HDM-207<br>Havis 3.5" Heavy-Duty Telescoping Pole   | 2 | 115.00 | 230.00   |

Order Notes:

| #  | Item & Description  | Qty | Rate     | Amount   |
|----|---|-----|----------|----------|
| 12 | MD-ARM-0606<br>Havis Swivel Arm Mount with 6" base, 6" Extension  | 2   | 180.00   | 360.00   |
| 13 | C-ARM-108<br>Havis Side Mounted Swing-Away Flip Up Armrest  | 2   | 190.00   | 380.00   |
| 14 | C-HDM-307<br>Havis Heavy Duty Adapter Plate for Swivel Arm Mounts   | 2   | 16.00    | 32.00    |
| 15 | PKG-KB-2003<br>Havis Package - Rugged Chiclet Style Keyboard with Mount (Includes Emergency Key)  | 2   | 525.00   | 1,050.00 |
| 16 | HA-33TVDA0P<br>Havis Premium Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, VGA. Includes Havis Power Supply. Features two front USB ports for easy access. Not compatible when tablet is equipped with any Rotating Hand Strap AND one of the following: quick-release SSD or 5G Modem or Long Life Battery. | 2   | 1,055.00 | 2,110.00 |
| 17 | C-VS-0410-DUR-PM<br>Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-2026 Dodge Durango   | 2   | 575.00   | 1,150.00 |

**Terms & Conditions**

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|                                 |                    |
|---------------------------------|--------------------|
| Sub Total                       | 20,722.00          |
| City - Fort Smith - 65-01 (2%)  | 387.44             |
| County - Sebastian - 65-00 (1%) | 193.72             |
| State - AR (6.5%)               | 1,259.18           |
| <b>Total</b>                    | <b>\$22,562.34</b> |

Authorized Acceptance Signature

# QUOTE



## Red River Dodge Chrysler Jeep Ram Fiat

DATE: 1/14/2026

#1 Ram Dealer in Arkansas

1060 Heber Springs Rd South,  
 Heber Springs, Ar. 72543  
 Office 501-362-5831  
 Cell 501-206-9958  
 Fax 501632-5522  
 Email

[mike@redriverdodge.com](mailto:mike@redriverdodge.com)  
[christina@redriverdodge.com](mailto:christina@redriverdodge.com)

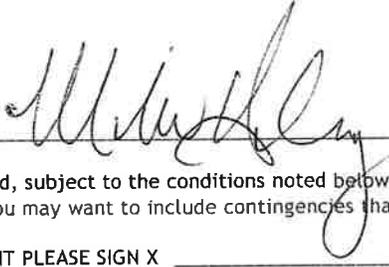
City of Fort Smith

| SALESPERSON | JOB           | MODEL                                    | COLOR |
|-------------|---------------|--|-------|
| Mike Haley  | Fleet Manager | 2026 Ram 2500 Crew Cab SSV 4x4 6.4ft Bed | White |

|                                | DESCRIPTION                                      | UNIT PRICE   | LINE TOTAL          |
|--------------------------------|--|--------------|---------------------|
| 2                              | DJ7L91 2500 Tradesman Crew Cab SSV 4x4 6.4ft Bed | \$ 43,500.00 | \$ 87,000.00        |
|                                | 6.4L V8 HEMI HD Engine                           |              | STD                 |
|                                | 8 Speed Automatic Transmission                   |              | STD                 |
|                                | 40/20/40 Vinyl Split Bench Seat                  |              | STD                 |
|                                | SSV Package                                      |              | STD                 |
|                                | Uconnect 5 w 8.4" Display                        |              | STD                 |
|                                | Power Windows & Door Locks                       |              | STD                 |
|                                | Remote Keyless Entry                             |              | STD                 |
|                                | Class V Hitch                                    |              | STD                 |
|                                | Full Size Spare Tire                             |              | STD                 |
|                                | Trailer Brake Controller                         |              | STD                 |
|                                | 10yr/100K Mile Powertrain Warranty               |              | STD                 |
| <b>TOTAL EACH \$ 43,500.00</b> |  |              | <b>\$ 87,000.00</b> |

|  |                             |              |
|--|-----------------------------|--------------|
|  | UPFIT EACH \$ 5,244.00 X 2  | \$ 10,488.00 |
|  | TOTAL EACH \$ 48,744.00 X 2 | \$ 97,488.00 |

THANK YOU FOR YOUR BUSINESS!

Quote By Mike Haley Fleet Manager 

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

TO ACCEPT THIS PURCHASE AGREEMENT PLEASE SIGN X \_\_\_\_\_

SSV Package

- Auxiliary Switches - I/P Mounted (LHL)
- Upfitter Electronic Module (VSIM) (XXS)
- Dash Pass Thru Wire Circuits (BC3)
- Auxiliary Switches Prep (LH2)
- Transfer Case Skid Plate Shield (XEF)

**BLUE SEA, SOLENOID TIMER 120A 12VDC ATD**  
**SOI, 400 SERIES HH REMOTE SIREN, 100WATT**  
**SOI 100J SERIES COMPOSITE SPEAKER**  
**VISOR - BLUE ONLY**

**SOI, MPWR FASCIA, 4", QM, BLK HSG, BLU/WHT - mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color -Blue/White**

**SOI 8-LIGHT WARNING BAR 26" ALL BLUE**

**SOI, SL RUNNING, 61", 5MOD, B/W, 2CLR/DUO - SL Running Light, 61" - 5 Module, Dual Color Blue/White, Blue Print Compatible**

**SOI UNIVERSAL MOUNTING KIT NLINE RUNNING LIGHTS**

**TINT TINT 4 DOORS / REAR GLASS / BROW**

**INSTALL RADIO - COMPUTER STAND - CAMERA SYS**

2026 DODGE DURANGO PURSUIT ITEM # 60

|   |             |
|---|-------------|
| 2026 ARKANSAS STATE CONTRACT BASE PRICE | 39,117.00   |
| ADD WHITE PAINT                         | N/C         |
| DRIVER'S SPOTLIGHT                      | STD         |
| REAR VINYL SEAT                         | STD         |
| REAR DOOR SWITCHES DISCONNECTED         | STD         |
| <hr/>                                   |             |
| TOTAL PRICE WITH OPTIONS                | \$39,117.00 |
| ADD POLICE EQUIPMENT                    | 16,599.00   |
| <hr/>                                   |             |
| TOTAL PRICE                             | \$55,716.00 |

FOR 2 SPECIAL OPS DURANGO'S = \$111,432.00

Rick Layton

Landers Chrysler 501-680-2359

401 COLONEL GLENN PLAZA LOOP

LITTLE ROCK, AR 72210

[rick.layton@landerscorp.com](mailto:rick.layton@landerscorp.com)

## Vehicle Specifications & Options Pricing

**ITEM 60**

**TYPE UPP 10133947**  
**Dodge Durango Police**  
**Pursuit Vehicle, AWD**  
**(NO SUBSTITUTES)**

|                             |                              |
|-----------------------------|------------------------------|
| <b>Dealer Name:</b>         | <b>LANDERS CHRYSLER KIA</b>  |
| <b>Vehicle Make/Model</b>   | <b>DODGE DURANGO PURSUIT</b> |
| <b>Model Code:</b>          | <b>WDEE75</b>                |
| <b>City MPG Estimate</b>    | <b>17</b>                    |
| <b>Highway MPG Estimate</b> | <b>24</b>                    |

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**VEHICLE BID PRICE**

**\$39,117.00**

| Body & Chassis                                   | Base Vehicle Minimum Requirements   | Enter Vehicle Specification (Fill-in Unshaded Blanks Only) |
|--|---|--|
| Dodge Durango PPV; AWD                           | All Standard Manufacturer Equipment   |  |
| Police Package                                   | Including all features listed in manufacturer's printed specifications and literature as a part of their standard police equipment package. |  |
| <b>Engine</b>                                    |   |  |
| Engine (Police Pursuit)                          | List size   | 3.6L V6 293 HP   |
| Fuel Type  | List Primary Type   |  |
| <b>Transmission/Drive</b>                        |   |  |
| Automatic Transmission                           | Automatic - List Type, Speeds etc.  | 8 SPEED AUTOMATIC  |
| All Wheel Drive (AWD)                            | All Wheel Drive (AWD)   |  |
| <b>Doors &amp; Windows</b>                       |   |  |
| Door Locks                                       | Power Locks (Operable From Front Only)  |  |
| <b>Interior</b>                                  |   |  |
| Spot Lamp  | Spot Lamp (Driver's Side)   |  |
| Radio Suppression Package                        | Mfg. Std.   |  |
| Quiet Sound Group (Noise Suppression)            | Mfg. Std.   |  |
| Remote Deck Lid Release Control on Driver's Side | Remote Deck Lid Release Control on Driver's Side  |  |
| <b>Seats</b>                                     |   |  |
| Front Seat                                       | Cloth   |  |
| Rear Seat  | Vinyl   |  |
| <b>Tires &amp; Wheels</b>                        |   |  |
| Police Pursuit Tires & Wheels                    | Police Pursuit Rated - List Size  | P255/60TR18  |
| Spare  | Full Size Spare   | FULL SIZE  |
| <b>Warranty</b>                                  |   |  |
| Bumper to Bumper Warranty                        | 3 Years or 36,000 miles, whichever comes first  | 3 YEARS OR 36,000 MILES                                    |
| Drivetrain Warranty                              | 5 years or 100,000 miles, whichever comes first   | 5 YEARS OR 100,000 MILES                                   |

| <b>ITEM 60</b>  | <b>VEHICLE OPTIONS</b> |   | <b>Dealer Name:</b>  |              |
|---|------------------------|---|--|--------------|
| <b>TYPE UPP</b><br><b>Dodge Durango PPV, AWD</b><br><b>(NO SUBSTITUTES)</b>                       |                        |   | <b>LANDERS CHRYSLER KIA</b>                                |              |
| <a href="#">Back to Table of Contents</a>   |                        |   |  |              |
| <b>Engine</b>   | <b>Code</b>            | <b>Option Minimum Requirement</b>   | <b>Enter Optional Equip. Desc. &amp; Mfg. Option Codes</b> | <b>Price</b> |
| Engine Upgrade  | CC                     | Mfg. Std.   | 5.7L V8 360HP  | \$3,340.00   |
| <b>Electrical</b>   |                        |   |  |              |
| Additional Spotlight  | OO                     | Spotlight: Additional Front Passenger Side  | LNA  | \$795.00     |
| Delete Spot Lamp (Credit)   | MO                     | Deduction For Delete Spot Lamp  | DSL  | \$250.00     |
| <b>Doors &amp; Windows</b>  |                        |   |  |              |
| Tinted Windows  | TG                     | Add Deep Tinted Glass   | DTG  | \$325.00     |
| Switches: Rear Window Inoperative.<br>Rear Door, Interior, Door Locks and<br>Handles Inoperative. | WD                     | Switches: Rear Window Inoperative (only operate<br>from driver's position).<br>Rear Door, Interior, Door Locks and Handles<br>Inoperative (can only be opened from the<br>outside). |  | STD          |
| <b>Interior</b>   |                        |   |  |              |
| Police Console  | PC                     | Police Console  | CUG  | \$1,195.00   |
| Rear Vinyl Seats  | RVS                    | Rear Vinyl Seats  |  | \$STD        |
| Carpeted Floors With Mats   | CM                     | Carpeted Floors With Mats   | CKD  | \$260.00     |
| Vinyl Floor   | VF                     | Vinyl Floor   |  | \$STD        |
| Rear Air Conditioning   | RA                     | Factory Installed Rear Auxiliary Air Conditioning   |  | STD          |
| <b>Exterior</b>   |                        |   |  |              |
| Integrated Com. System  | IC                     | Integrated Communication System   | Display Integration Enabler Module                         | \$1,995.00   |
| <b>Other</b>  |                        |   |  |              |
| SKID PLATE  | ADL                    | SKID PLATE  | ADL  | \$433.00     |
| CIVILIAN CENTER CONSOLE   | CUF                    | CIVILIAN CENTER CONSOLE   | CUF  | \$470.00     |
| ALUMINUM WHEELS   | WPI                    | ALUMINUM WHEELS   | WPI  | \$530.00     |
| POWER REAR LIFTGATE   | JRC                    | POWER REAR LIFTGATE   | JRC  | \$580.00     |
| 4 ADDITIONAL KEYS   | XCS                    | 4 ADDITIONAL KEYS   | XCS  | \$460.00     |
| DESTROYER GRAY PAINT  | PDN                    | DESTROYER GRAY PAINT  | PDN  | \$456.00     |
| NIGHT MOVES PAINT   | PCQ                    | NIGHT MOVES PAINT   | PCQ  | \$456.00     |
| OCTANE RED PAINT  | PRV                    | OCTANE RED PAINT  | PRV  | \$456.00     |
| RED OXIDE PAINT   | PHC                    | RED OXIDE PAINT   | PHC  | \$456.00     |
| TRIPLE NICKEL PAINT   | PSE                    | TRIPLE NICKEL PAINT   | PSE  | \$456.00     |
| VAPOR GREY PAINT  | PAS                    | VAPOR GREY PAINT  | PAS  | \$456.00     |

# Sales Quote

DANA SAFETY SUPPLY, INC  
 500 S EDWARDIA DR  
 GREENSBORO, NC 27409

Telephone: 800-845-0045

|                 |         |
|-----------------|---------|
| Sales Quote No. | 609408  |
| Customer No.    | LANDERS |

**Bill To**

STEVE LANDERS FLEET  
 401 Colonel Glenn Plaza Loop  
 Little Rock, AR 72210

**Ship To**

STEVE LANDERS FLEET  
 401 Colonel Glenn Plaza Loop  
 Little Rock, AR 72210

Contact:  
 Telephone:  
 E-mail: ARCACCTSPAY@LANDERSCORP.COM

Contact:  
 Telephone:  
 E-mail: ARCACCTSPAY@LANDERSCORP.COM

|            |                    |                          |                    |                |
|------------|--------------------|--------------------------|--------------------|----------------|
| Quote Date | Ship Via           | F.O.B.                   | Customer PO Number | Payment Method |
| 01/12/26   | UPS GROUND FREIGHT | QUOTED FREIGHT           |                    | NET30          |
| Entered By |                    | Salesperson              | Ordered By         | Resale Number  |
| Cody Craig |                    | Cody Craig - Little Rock | RICK LAYTON        |                |

| Order Quantity | Approve Quantity | Tax | Item Number / Description  | Unit Price | Extended Price |
|----------------|------------------|-----|--|------------|----------------|
|                |                  |     | Approved By: _____<br><input type="checkbox"/> Approve All Items & Quantities<br><b>Quote Good for 30 Days</b> |            |                |

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| Print Time | 09:01:21 PM |
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|                    |                  |
|--------------------|------------------|
| Subtotal           | 32,758.00        |
| Freight            | 440.00           |
| <b>Order Total</b> | <b>33,198.00</b> |

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

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| 01/12/26       | UPS GROUND FREIGHT       | QUOTED FREIGHT |   | NET30          |                |
| Entered By     | Salesperson              | Ordered By     | Resale Number   |                |                |
| Cody Craig     | Cody Craig - Little Rock | RICK LAYTON    |   |                |                |
| Order Quantity | Approve Quantity         | Tax            | Item Number / Description   | Unit Price     | Extended Price |
| 1              | 1                        | N              | INFO<br>FSPD DURANGO x 2 - SPECIAL OPERATIONS DIV<br>Warehouse: DROP  | 0.0000         | 0.00           |
| 2              | 2                        | Y              | EVP<br>EMERGENCY VEHICLE PACKAGE<br>Warehouse: DROP   | 16,029.0000    | 32,058.00      |
| 2              | 2                        | Y              | 7615B<br>BLUE SEA, SOLENOID TIMER 120A 12VDC ATD<br>Warehouse: DROP<br>Prevents Battery Drain with Automatic Shut off Timers                      | 0.0000         | 0.00           |
| 4              | 4                        | Y              | Can be programmed to certain time points for Different Items<br>5026B<br>BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover<br>Warehouse: DROP | 0.0000         | 0.00           |
| 2              | 2                        | Y              | 4703-150B<br>Manual on Off Circuit Breaker (For Maintenance)<br>Warehouse: DROP   | 0.0000         | 0.00           |
| 2              | 2                        | Y              | Circuit Breaker, Surface Mount, 150 Amp<br>INSTALL<br>DSS INSTALLATION OF EQUIPMENT<br>Warehouse: DROP  | 0.0000         | 0.00           |

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| Order Quantity | Approve Quantity   | Tax                      | Item Number / Description  | Unit Price     | Extended Price |
| 2              | 2                  | Y                        | INSTALL KIT<br>MISC INSTALLATION SUPPLIES I.E.<br>Warehouse: DROP<br>LOOM, WIRE, HARDWARE, CONNECTORS, ETC<br>*****  | 0.0000         | 0.00           |
| 2              | 2                  | Y                        | 36-4075<br>Westin Durango Center Section Pushbumper<br>Warehouse: DROP   | 0.0000         | 0.00           |
| 2              | 2                  | Y                        | 36-4075PB<br>Westin Durango Pit Bars/Front End Protection<br>Warehouse: DROP   | 0.0000         | 0.00           |
| 2              | 2                  | Y                        | 36-4075W<br>Westin Upper Pit Wings (Headlight Covers)<br>Warehouse: DROP   | 0.0000         | 0.00           |
| 4              | 4                  | Y                        | EMPS4001T-1<br>Soundoff Mpower - Blue/Amber/White - Front Top of Push<br>Warehouse: DROP<br>4" mpower HD with Stud Mount 18 LED 9-32 Volt SAE with 1.5' Pigtail Clear Housing/Lens BLU/AMB/WHT | 0.0000         | 0.00           |

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| Cody Craig     |                    | Cody Craig - Little Rock | RICK LAYTON  |                |                |
| Order Quantity | Approve Quantity   | Tax                      | Item Number / Description  | Unit Price     | Extended Price |
| 2              | 2                  | Y                        | 36-6005SMP2<br>Westin Light Channel with 2 Lights<br>Warehouse: DROP<br><br>Mounted with<br><br>Blue/Amber/White HD Mpowers<br>Blue Warning<br>White Scene   | 0.0000         | 0.00           |
| 4              | 4                  | Y                        | Amber Turn Signal (Front)<br>PMP2WDG35B<br>Side of PB Mount - Lights at 35 Degree Angle (Intersce<br>Warehouse: DROP<br><br>Lights are at 35 Degree Angle for Intersection Warning<br>Blue Warn<br>White Scene | 0.0000         | 0.00           |
| 4              | 4                  | Y                        | Amber Turn Signal (Front)<br>EMPS2001D-1<br>Soundoff Mpower - Blue/Amber/White Side of PB @ 35<br>Warehouse: DROP<br><br>Side of PB<br><br>Blue - Warning<br>White -Alley<br>Amber Turn Signal (Front)         | 0.0000         | 0.00           |

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| Cody Craig     |                    | Cody Craig - Little Rock | RICK LAYTON  |                |                |
| Order Quantity | Approve Quantity   | Tax                      | Item Number / Description  | Unit Price     | Extended Price |
| 2              | 2                  | Y                        | 805-0022-00<br>STALKER Dual - 2 Antenna Radar System<br>Warehouse: DROP  | 0.0000         | 0.00           |
| 4              | 4                  | Y                        | Dual Antenna Radar Front and Rear<br>ECVDMLTAL00<br>Soundoff Dome Light<br>Warehouse: DROP   | 0.0000         | 0.00           |
| 2              | 2                  | Y                        | Dome Lights<br>EMPLB<br>Mpower 48 Lightbar Blue/White Front / Blue/Amb Rear<br>SEE ATTACHED Vin #:<br>Warehouse: DROP<br>Mpower Lightbar (top of the Line for Soundoff)<br>Metal Top Prevents Hail Damage<br>Lightbar is Blue White Front (Full Scene Capable)<br>Lightbar is Blue Amber Rear (Arrow Stick Capable)<br>Light Bar has two Tio Pods on rear (Red Brake)<br>Still able to do Blue/Amber across entire rear of Bar<br>Cut out Corners when Door Open on Unit<br>Prisoner Loading alley on Passenger Side (when right rear door opened) | 0.0000         | 0.00           |

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| Order Quantity | Approve Quantity   | Tax                      | Item Number / Description  | Unit Price     | Extended Price |
| 2              | 2                  | Y                        | ENGSA5101<br>SOI BLUEPRINT 500 SERIES REMOTE AMP W/LINK<br>Warehouse: DROP<br><br>Park / Kill Siren Standard<br>Push to Chagne Siren tones on Vehicle Horn Standard                  | 0.0000         | 0.00           |
| 2              | 2                  | Y                        | ENGCP18003<br>SOI PUSH BUTTON CONTROL PANEL W/MICROPHONE<br>Warehouse: DROP<br><br>Push Button Control Panel with Microphone, compatible with bluePRINT®<br>Control Systems (Remote) | 0.0000         | 0.00           |
| 2              | 2                  | Y                        | MISC<br>ENGLNVH012 - Durango Link<br>Warehouse: DROP   | 0.0000         | 0.00           |
| 2              | 2                  | Y                        | ETSS100J<br>SOI 100J SERIES COMPOSITE SPEAKER<br>Warehouse: DROP<br><br>100J series composite speaker w/ universal bail brkt-100 watt  | 0.0000         | 0.00           |
| 2              | 2                  | Y                        | ENGSYMD01<br>SOI SOUND OFF / BLUEPRINT SYNC MODULE<br>Warehouse: DROP  | 0.0000         | 0.00           |

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| 4              | 4                        | Y              | EMPS2STS5RBW<br>Mpower Trio R/B/W<br>Warehouse: DROP<br>Trio Mpower - Tag Mounted (On License Plate Bracket)<br>Red Brake / Rear Turn Signal<br>Blue Warning Patterns<br>White Reverse | 0.0000         | 0.00           |
| 4              | 4                        | Y              | EMPS2STS5RBW<br>Mpower Trio R/B/W<br>Warehouse: DROP<br>Mounted in Rear Glass - Facing Rear<br>Mounted High<br>Red Brake / Rear Turn Signal<br>Blue Warning Patterns<br>White Reverse  | 0.0000         | 0.00           |
| 8              | 8                        | Y              | ELUC3H010B<br>SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE<br>Warehouse: DROP<br>These can be mountd in the Reverse or on the Rear D-Pillar<br>4 total per unit                         | 0.0000         | 0.00           |

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| Order Quantity | Approve Quantity         | Tax            | Item Number / Description  | Unit Price     | Extended Price |
| 2              | 2                        | Y              | ETSKLF101<br>SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS<br>Warehouse: DROP<br>Low Frequency Siren System    | 0.0000         | 0.00           |
| 2              | 2                        | Y              | ETSSVBK05<br>SOUNDOFF ETSS100 SPEAKER BRACKET 18-23 DURANGO<br>Warehouse: DROP                                   | 0.0000         | 0.00           |
| 4              | 4                        | Y              | EMPS208RP-1<br>BLUE/AMBER/WHITE Under Mirror<br>Warehouse: DROP<br>Blue Warn<br>White Alley<br>Amber Turn Signal | 0.0000         | 0.00           |
| 4              | 4                        | Y              | PNT3BKUMB4<br>SOI 2016-25 DURANGO UNDER MIRROR MNT BRAKET<br>Warehouse: DROP<br>Under Mirror Brackets            | 0.0000         | 0.00           |
| 2              | 2                        | Y              | TINT<br>2 front windows<br>Warehouse: DROP<br>Match Front Windows with Rear Windows                              | 0.0000         | 0.00           |
| 2              | 2                        | Y              | 75799<br>SLI STINGER LED HPL, DC CHARGER<br>Warehouse: DROP  | 0.0000         | 0.00           |

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# Sales Quote

DANA SAFETY SUPPLY, INC  
 500 S EDWARDIA DR  
 GREENSBORO, NC 27409

|                 |         |
|-----------------|---------|
| Sales Quote No. | 609408  |
| Customer No.    | LANDERS |

Telephone: 800-845-0045

**Bill To**

STEVE LANDERS FLEET  
 401 Colonel Glenn Plaza Loop  
 Little Rock, AR 72210

**Ship To**

STEVE LANDERS FLEET  
 401 Colonel Glenn Plaza Loop  
 Little Rock, AR 72210

Contact:  
 Telephone:  
 E-mail: ARCACCTSPAY@LANDERSCORP.COM

Contact:  
 Telephone:  
 E-mail: ARCACCTSPAY@LANDERSCORP.COM

| Quote Date     | Ship Via                 | F.O.B.         | Customer PO Number  | Payment Method |                |
|----------------|--------------------------|----------------|---|----------------|----------------|
| 01/12/26       | UPS GROUND FREIGHT       | QUOTED FREIGHT |   | NET30          |                |
| Entered By     | Salesperson              | Ordered By     | Resale Number   |                |                |
| Cody Craig     | Cody Craig - Little Rock | RICK LAYTON    |   |                |                |
| Order Quantity | Approve Quantity         | Tax            | Item Number / Description   | Unit Price     | Extended Price |
| 2              | 2                        | Y              | 475-0965<br>JOTTO, CAGE<br>Warehouse: DROP  | 0.0000         | 0.00           |
| 2              | 2                        | Y              | 475-8848<br>JOTTO, PATRIOT LOWER EXTENSION PANNEL<br>Warehouse: DROP  | 0.0000         | 0.00           |
| 2              | 2                        | Y              | 475-1516<br>JOTTO PPV REPLACEMENT SEAT SSSYTEM<br>Warehouse: DROP   | 0.0000         | 0.00           |
| 2              | 2                        | Y              | MISC<br>JOTTO 475-2151 DURNGO DOOR ARMOR / WINDOW ARMOR<br>Warehouse: DROP  | 0.0000         | 0.00           |
| 2              | 2                        | Y              | SC-917-5<br>RAPID-ADJUST UNIVERSAL GUN RACK WITH NEW SC-6 XI<br>LOCK<br>Warehouse: DROP<br>Universal Weapn Rack                       | 0.0000         | 0.00           |
| 2              | 2                        | Y              | Will take and AR Platform or a Shot Gun (870 Style 12 Guage)<br>UPFITTER<br>UPFITTER FEE CHARGED BY THE DEALERSHIP<br>Warehouse: DROP | 350.0000       | 700.00         |

|            |             |
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Continued on Next Page

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**500 S EDWARDIA DR**  
**GREENSBORO, NC 27409**

Telephone: 800-845-0045

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STEVE LANDERS FLEET  
 401 Colonel Glenn Plaza Loop  
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 401 Colonel Glenn Plaza Loop  
 Little Rock, AR 72210

**Contact:**  
**Telephone:**  
**E-mail: ARCACTSPAY@LANDERSCORP.COM**

**Contact:**  
**Telephone:**  
**E-mail: ARCACTSPAY@LANDERSCORP.COM**

| Quote Date     | Ship Via                 | F.O.B.         | Customer PO Number  | Payment Method |                |
|----------------|--------------------------|----------------|---|----------------|----------------|
| 01/12/26       | UPS GROUND FREIGHT       | QUOTED FREIGHT |   | NET30          |                |
| Entered By     | Salesperson              | Ordered By     | Resale Number   |                |                |
| Cody Craig     | Cody Craig - Little Rock | RICK LAYTON    |   |                |                |
| Order Quantity | Approve Quantity         | Tax            | Item Number / Description   | Unit Price     | Extended Price |
| 2              | 2                        | N              | INFO<br>VEHICLE INFORMATION<br>Warehouse: DROP<br>Department Provided<br>Axon Fleet System<br>Modem/Antenna for Modem<br>Console / Printer / Computer Stand<br>Radio and Antenna and Coax Cable   | 0.0000         | 0.00           |
| 2              | 2                        | Y              | DELIVERY<br>Transport - Little Rock AR to Fort Smtih Police Dept<br>Warehouse: DROP<br>Via Insured Commerical Transport Trucks (1 Million Liability Policy)   | 0.0000         | 0.00           |
| 2              | 2                        | Y              | WARRANTY<br>REPAIR UNDER WARRANTY OF EMERGENCY EQUIPMENT<br>Warehouse: DROP<br>DANA SAFETY SUPPLY PROVIDES THE FOLLOWING WARRANTY<br><br>LIFETIME INSTALL WORKMANSHIP WARRANTY<br>DANA SAFETY WILL FIX WORKMANSHIP ITEMS ONSITE AT FORT SMITH PD THAT ARE WORKMAN SHIP<br>THE PARTS WILL BE COVERED UNDER THE ORIGINAL MANUFACTURES WARRANTY , 5 YEAR | 0.0000         | 0.00           |

|            |             |
|------------|-------------|
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By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including but not limited to, fire, floods, earthquakes, tornados, hail or similar weather events.



**Turn-Key  
Mobile, Inc.**

**TURNKEY MOBILE INC**

4510  
Country Club Drive  
Jefferson City Missouri 65109

**Estimate**

|               |                     |                     |                          |
|---------------|---------------------|---------------------|--------------------------|
| Estimate#     | : <b>EST-15555</b>  | Sales person/ISS    | : <b>Patrick Lee</b>     |
| Estimate Date | : <b>12/19/2025</b> | Created By (ISS)    | : <b>LaMonica Archer</b> |
| Expiry Date   | : <b>01/21/2026</b> | Purchasing Contract | : <b>NASPO Panasonic</b> |

|  |  |
|--|--|
| <b>Bill To</b>   | <b>Ship To</b>   |
| <b>Fort Smith Police Department AR</b><br>City of Fort Smith / Accounts Payable<br>PO Box 1908<br>Fort Smith, Arkansas 72902 | Fort Smith Police Department AR<br>ITS Department - Carla Cravens<br>801 Carnall Avenue, Suite 100<br>Fort Smith, Arkansas 72901 |

| #                            | Item & Description   | Qty | Rate     | Amount   |
|------------------------------|--|-----|----------|----------|
| 1                            | Contract-NASPO Panasonic<br>NASPO Contract # MA23019 <a href="https://na.panasonic.com/us/sites/default/files/2023-09/NASPO_Panasonic_Master%20Agreement%2023019_Executed.pdf">https://na.panasonic.com/us/sites/default/files/2023-09/NASPO_Panasonic_Master%20Agreement%2023019_Executed.pdf</a>                         | 1   | 0.00     | 0.00     |
| 2                            | CF-33YAAAXB<br>Panasonic Mk 4 Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD<br>Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E,<br>Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 8MP Rear<br>Camera, Standard Batteries (2), TPM 2.0, Flat | 2   | 3,450.00 | 6,900.00 |
| <b>Warranty</b>              |  |     |          |          |
| 3                            | FZ-SVCTPNF3YR<br>Panasonic PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2 and 3)  | 2   | 300.00   | 600.00   |
| <b>Brother Printers</b>      |  |     |          |          |
| 4                            | BR-PJ823D2Y14W<br>Panasonic Brother PocketJet8 PJ823 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter<br>14 ft (bare wire).   | 2   | 575.00   | 1,150.00 |
| <b>Sharkfin Antenna</b>      |  |     |          |          |
| 5                            | SH-IN2440<br>Panorama Low profile Sharkfin, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi,<br>GPS/GNSS, 5m/16 cables for use with IBR600, IBR900, IBR1100. FirstNet compatible. Black   | 2   | 265.00   | 530.00   |
| <b>Cradlepoint</b>           |  |     |          |          |
| 6                            | Contract-NASPO Cradlepoint<br>NASPO Master Agreement #: AR3189 CradlePoint Inc. <a href="https://naspo.valuepoint.org/portfolio/data-communications-2019-2026/cradlepoint-inc/">https://naspo.valuepoint.org/portfolio/data-communications-2019-2026/cradlepoint-inc/</a>  | 1   | 0.00     | 0.00     |
| 7                            | MBA3-R980-5GD-A<br>Cradlepoint 3-yr NetCloud Mobile Router Essentials Plan, Advanced Plan, and R980 Router<br>with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or<br>antennas, Global)  | 2   | 1,640.00 | 3,280.00 |
| <b>L-TRON Scanner</b>        |  |     |          |          |
| 8                            | 4910LR-152-LTRK-HID<br>I-Tron 4190LR Microphone Style Driver License Reader Kit.<br>Includes: - 2D Barcode Imager Pre-Installed with a Protective Ergonomic Boot and Radio<br>Mic Hanger<br>-Custom Firmware, TraCs 7.x and 10.x Compatible<br>- Coiled 9.5' USB Interface Cable<br>- USB HID                              | 2   | 485.00   | 970.00   |
| <b>Havis Mount Equipment</b> |  |     |          |          |
| 9                            | C-VS-0410-DUR-PM<br>Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-<br>2026 Dodge Durango  | 2   | 575.00   | 1,150.00 |
| 10                           | C-DMM-3024<br>Havis Heavy-Duty Dash Mount for 2021-2025 Dodge Durango  | 2   | 415.00   | 830.00   |
| 11                           | C-HDM-207<br>Havis 3.5" Heavy-Duty Telescoping Pole  | 2   | 115.00   | 230.00   |

Order Notes:

| #  | Item & Description  | Qty | Rate     | Amount   |
|----|---|-----|----------|----------|
| 12 | MD-ARM-0606<br>Havis Swivel Arm Mount with 6" base, 6" Extension  | 2   | 180.00   | 360.00   |
| 13 | C-ARM-108<br>Havis Side Mounted Swing-Away Flip Up Armrest  | 2   | 190.00   | 380.00   |
| 14 | C-HDM-307<br>Havis Heavy Duty Adapter Plate for Swivel Arm Mounts   | 2   | 16.00    | 32.00    |
| 15 | PKG-KB-2003<br>Havis Package - Rugged Chiclet Style Keyboard with Mount (Includes Emergency Key)  | 2   | 525.00   | 1,050.00 |
| 16 | HA-33TVDA0P<br>Havis Premium Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, VGA. Includes Havis Power Supply. Features two front USB ports for easy access. Not compatible when tablet is equipped with any Rotating Hand Strap AND one of the following: quick-release SSD or 5G Modem or Long Life Battery. | 2   | 1,055.00 | 2,110.00 |
| 17 | C-VS-0410-DUR-PM<br>Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-2026 Dodge Durango   | 2   | 575.00   | 1,150.00 |

**Terms & Conditions**

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

|                                 |                    |
|---------------------------------|--------------------|
| Sub Total                       | 20,722.00          |
| City - Fort Smith - 65-01 (2%)  | 387.44             |
| County - Sebastian - 65-00 (1%) | 193.72             |
| State - AR (6.5%)               | 1,259.18           |
| <b>Total</b>                    | <b>\$22,562.34</b> |
| Authorized Acceptance Signature |                    |

2026 RAM 2500 4WD CREW CAB SSV ITEM #63 SPECIAL OPS

|   |             |
|---|-------------|
| 2026 ARKANSAS STATE CONTRACT BASE PRICE | 43,613.00   |
| ADD WHITE PAINT                         | N/C         |
| FRONT VINYL SEAT                        | STD         |
| REAR VINYL SEAT                         | STD         |
| VINYL FLOOR                             | STD         |
| <hr/>                                   |             |
| TOTAL PRICE WITH OPTIONS                | \$43,613.00 |
| ADD POLICE EQUIPMENT                    | 5,444.00    |
| <hr/>                                   |             |
| TOTAL PRICE                             | \$49,057.00 |

FOR 2 SPECIAL OPS RAM 2500'S = \$98,114.00

Rick Layton

Landers Chrysler 501-680-2359

401 COLONEL GLENN PLAZA LOOP

LITTLE ROCK, AR 72210

[rick.layton@landerscorp.com](mailto:rick.layton@landerscorp.com)

# Vehicle Specifications & Options Pricing

**ITEM 63**

**TYPE PRQ 10134379**  
**Dodge RAM 2500 Crew Cab**  
**Special Service Vehicle**  
**4WD**  
**(NO SUBSTITUTES)**

Dealer Name: LANDERS CHRYSLER KIA  
 Vehicle Make/Model: RAM 2500 CREW CAB 4WD SSV  
 Model Code: DJ7L91  
 City MPG Estimate: \_\_\_\_\_  
 Highway MPG Estimate: \_\_\_\_\_

[Back to Table of Contents](#)

**VEHICLE BID PRICE** **\$43,613.00**

| Body & Chassis               | Base Vehicle Minimum Requirements               | Enter Vehicle Specification<br>(Fill-in Unshaded Blanks Only) |
|------------------------------|---|---|
| Dodge Ram 2500 Crew Cab; 4x4 | All Standard Manufacturer Equipment             |   |
| Special Service Vehicle      | All Standard Manufacturer Equipment             |   |
| Gross Vehicle Weight Rating  | 6900 lbs.                                       |   |
| Bed (Short Box)              | Short Wide Bed                                  |   |
| Engine                       |   |   |
| Engine                       | List Size                                       | 6.4L V8 405 HP  |
| Fuel Type                    | Gasoline  |   |
| Transmission/Drive           |   |   |
| Automatic Transmission       | Automatic - List Type, Speeds etc.              | 8 SPEED AUTOMATIC   |
| Tires & Wheels               |   |   |
| Spare                        | Full Size Spare                                 | FULL SIZE   |
| Warranty                     |   |   |
| Bumper to Bumper Warranty    | 3 Years or 36,000 miles, whichever comes first  | 3 YEARS OR 36,000 MILES                                       |
| Drivetrain Warranty          | 5 years or 100,000 miles, whichever comes first | 5 YEARS OR 100,000 MILES                                      |

| ITEM 63   |      | VEHICLE OPTIONS   |   | Dealer Name:                |  |
|---|------|---|---|-----------------------------|--|
| <b>TYPE UPP</b><br><b>Dodge RAM 2500 Crew Cab</b><br><b>Special Service Vehicle 4WD</b><br><b>(NO SUBSTITUTES)</b><br><br><a href="#">Back to Table of Contents</a> |      |   |   | <b>LANDERS CHRYSLER KIA</b> |  |
| Body and Chassis  | Code | Option Minimum Requirement  | Enter Optional Equip. Desc. & Mfg. Option Codes | Price                       |  |
| Bed   | QH   | Long Wide Bed   | DJ7L92 8FT BED                                  | \$400.00                    |  |
| Unmarked Police Package   | ZI   | Unmarked Police Package   | CHROME PKG                                      | \$1,295.00                  |  |
| Engine  |      |   |   |                             |  |
| Engine Block Heater   | HB   | Add Block Heater  | ADE   | \$183.00                    |  |
| Diesel Engine   | CA   | Diesel Engine Factory Installed   | 6.7L I6 430 HP                                  | \$12,595.00                 |  |
| Transmission/Drivetrain   |      |   |   |                             |  |
| Skid Plate  | KO   | Add Skid Plate  | XEF   | \$183.00                    |  |
| Limited Slip Differential   | LS   | Limited Slip Differential   | DSA   | \$556.00                    |  |
| Electrical  |      |   |   |                             |  |
| Daytime Running Lights  | DL   | Add Daytime Running Lights  |   | STD                         |  |
| Spot Lamp: Front, Left  | SL   | Spot Lamp: Front, Left  |   | \$875.00                    |  |
| Spot Lamps: Front, Left And Right   | ON   | Spot Lamps: Front, Left And Right   |   | \$1,750.00                  |  |
| Alternator  | HA   | Heavy Duty Alternator - List Amps   | XF1 480 AMP                                     | \$556.00                    |  |
| Doors & Windows   |      |   |   |                             |  |
| Deep Tinted Windows   | TG   | Add Deep Tinted Glass   | DTG   | \$325.00                    |  |
| Interior  |      |   |   |                             |  |
| Rubber/Vinyl Flooring Rear Only   | VF   | Rubber/Vinyl Flooring Rear Only   |   | STD                         |  |
| Vinyl Seat Rear Only  | VS   | Vinyl Seat Rear Only  |   | STD                         |  |
| Backup Camera   | BR   | Backup Camera   |   | STD                         |  |
| Backup Sensor   | BS   | Backup Sensor   | BUS   | \$556.00                    |  |
| Tires and Wheels  |      |   |   |                             |  |
| All Terrain Tires   | AT   | All Terrain Tires   | TCP   | \$690.00                    |  |
| Towing  |      |   |   |                             |  |
| Towing  | XO   | Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Cooler |   | STD                         |  |
| Electric Brake Controller   | BC   | Add Electric Brake Controller   | XHC   | STD                         |  |
| Trailer Mirrors   | TM   | Manual Telescoping Trailer Mirrors  | ASN   | \$372.00                    |  |
| Towing Differential   | BO   | Differential for Extra Towing Capability  | DMF   | \$185.00                    |  |
| Other   |      |   |   |                             |  |
| GOOSENECK PREP PKG  | AHU  | GOOSENECK PREP PKG  | AHU   | \$602.00                    |  |
| CLOTH SEATS   | V9X9 | CLOTH SEATS   | V9X9  | \$510.00                    |  |
| CLOTH SEATS AND CARPET  | A7B  | CLOTH SEATS AND CARPET  | A7B   | \$2,395.00                  |  |
| GRANITE CRYSTAL GRAY PAINT  | PAU  | GRANITE CRYSTAL GRAY PAINT  | PAU   | \$372.00                    |  |
| MOLTEN RED PAINT  | APA  | MOLTEN RED PAINT  | APA   | \$325.00                    |  |
| SILVER ZYNIITH PAINT  | PSE  | SILVER ZYNIITH PAINT  | PSE   | \$372.00                    |  |
| DIAMOND BLACK PAINT   | PXJ  | DIAMOND BLACK PAINT   | PXJ   | \$325.00                    |  |
| FORGED BLUE PAINT   | PCG  | FORGED BLUE PAINT   | PCG   | \$372.00                    |  |

# Sales Quote

DANA SAFETY SUPPLY, INC  
500 S EDWARDIA DR  
GREENSBORO, NC 27409

Telephone: 800-845-0045

|                 |          |
|-----------------|----------|
| Sales Quote No. | 609415-B |
| Customer No.    | LANDERS  |

| Bill To  |
|--|
| STEVE LANDERS FLEET<br>401 Colonel Glenn Plaza Loop<br>Little Rock, AR 72210 |

| Ship To  |
|--|
| (For Pickup - ROCK)<br>DANA SAFETY SUPPLY<br>316 N Cedar St<br>North Little Rock, AR 72114 |

Contact:  
Telephone:  
E-mail: ARCACCTSPAY@LANDERSCORP.COM

Contact:  
Telephone:  
E-mail:

| Quote Date | Ship Via           | F.O.B.                   | Customer PO Number | Payment Method |
|------------|--------------------|--------------------------|--------------------|----------------|
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| Entered By |                    | Salesperson              | Ordered By         | Resale Number  |
| Cody Craig |                    | Cody Craig - Little Rock | RICK LAYTON        |                |

| Order Quantity | Approve Quantity | Tax | Item Number / Description  | Unit Price | Extended Price |
|----------------|------------------|-----|--|------------|----------------|
| 1              | 1                | N   | INFO<br>RAM 2500 SSV<br>Warehouse: DROP  | 0.0000     | 0.00           |
| 2              | 2                | Y   | 7615B<br>BLUE SEA, SOLENOID TIMER 120A 12VDC ATD<br>Warehouse: DROP  | 150.0000   | 300.00         |
| 2              | 2                | Y   | ETSA46IHPP<br>SOI, 400 SERIES HH REMOTE SIREN, 100WATT<br>Warehouse: DROP  | 400.0000   | 800.00         |
| 2              | 2                | Y   | ETSS100J<br>SOI 100J SERIES COMPOSITE SPEAKER<br>Warehouse: DROP<br>100J series composite speaker w/ universal bail brkt-100 watt  | 225.0000   | 450.00         |
| 2              | 2                | Y   | ENFWB<br>VISOR - BLUE ONLY<br>Warehouse: DROP<br>DO NOT USE GENERIC P/N, USE EOS PART NUMBER   | 665.0000   | 1,330.00       |
| 8              | 8                | Y   | EMPS2QMS4E<br>SOI, MPWR FASCIA, 4", QM, BLK HSG, BLU/WHT<br>Warehouse: DROP<br>NO SOI CONFIG ONLINE<br>mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/White | 130.0000   | 1,040.00       |

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(For Pickup - ROCK)  
 DANA SAFETY SUPPLY  
 316 N Cedar St  
 North Little Rock, AR 72114

Contact:  
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 E-mail:

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| Cody Craig     | Cody Craig - Little Rock | RICK LAYTON    |   |                |                |
| Order Quantity | Approve Quantity         | Tax            | Item Number / Description   | Unit Price     | Extended Price |
| 2              | 2                        | Y              | EL3PD08A00B<br>SOI 8-light Warning Bar 26" ALL BLUE<br>Warehouse: DROP  | 429.0000       | 858.00         |
| 4              | 4                        | Y              | ESLRL6115E<br>SOI, SL RUNNING, 61", 5MOD, B/W, 2CLR/DUO<br>Warehouse: DROP<br>SL Running Light, 61" - 5 Module, Dual Color Blue/White, Blue Print<br>Compatible | 330.0000       | 1,320.00       |
| 4              | 4                        | Y              | PSLVBK05<br>SOI UNIVERSAL MOUNTING KIT NLINE RUNNING LIGHTS<br>Warehouse: DROP  | 50.0000        | 200.00         |
| 2              | 2                        | Y              | TINT<br>TINT 4 DOORS / REAR GLASS / BROW<br>Warehouse: DROP<br>CERAMIC OR STANDARD -<br>LIMO, LEGAL, OR % -<br>WHICH WINDOWS -<br>FRONT STRIP (Y/N) -<br>INFO   | 385.0000       | 770.00         |
| 2              | 2                        | N              | INSTALL RADIO - COMPUTER STAND - CAMERA SYS<br>Warehouse: DROP  | 0.0000         | 0.00           |
| 2              | 2                        | Y              | INSTALL<br>DSS INSTALLATION OF EQUIPMENT<br>Warehouse: DROP   | 1,100.0000     | 2,200.00       |

|            |             |
|------------|-------------|
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DANA SAFETY SUPPLY, INC  
 500 S EDWARDIA DR  
 GREENSBORO, NC 27409

Telephone: 800-845-0045

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(For Pickup - ROCK)  
 DANA SAFETY SUPPLY  
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Contact:  
 Telephone:  
 E-mail:

| Quote Date     | Ship Via                 | F.O.B.         | Customer PO Number  | Payment Method |                |
|----------------|--------------------------|----------------|---|----------------|----------------|
| 01/12/26       | UPS GROUND FREIGHT       | QUOTED FREIGHT |   | NET30          |                |
| Entered By     | Salesperson              | Ordered By     | Resale Number   |                |                |
| Cody Craig     | Cody Craig - Little Rock | RICK LAYTON    |   |                |                |
| Order Quantity | Approve Quantity         | Tax            | Item Number / Description   | Unit Price     | Extended Price |
| 2              | 2                        | Y              | INSTALL KIT<br>MISC INSTALLATION SUPPLIES I.E.<br>Warehouse: DROP<br>LOOM, WIRE, HARDWARE, CONNECTORS, ETC<br>***** | 110.0000       | 220.00         |
| 2              | 2                        | Y              | UPFITTER<br>Floor Plan<br>Warehouse: DROP   | 400.0000       | 800.00         |
| 2              | 2                        | N              | TRANSPORT<br>DELIVER UNITS ONCE BUILT TO FSPD<br>Warehouse: DROP  | 250.0000       | 500.00         |

Approved By: \_\_\_\_\_

Approve All Items & Quantities

Quote Good for 30 Days

|            |             |
|------------|-------------|
| Print Date | 01/14/26    |
| Print Time | 10:21:13 AM |
| Page No.   | 3           |

|                    |                  |
|--------------------|------------------|
| Subtotal           | 10,788.00        |
| Freight            | 100.00           |
| <b>Order Total</b> | <b>10,888.00</b> |

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

# TEECO - LOUISIANA

PO Box 7784  
1360 Grimmett Drive  
Shreveport, LA 71107  
Voice: 318-424-5176  
www.teecosafetyinc.com

## QUOTATION

Quote Number: 14977  
Quote Date: Jan 28, 2026  
Page: 1

**4% Fee on all Credit Card Transactions**

**Quoted To:**

Special Order

**Ship to:**

Special Order  
BREEDEN DODGE / D. PENDERGRASS  
5900 HIGHWAY 71 SOUTH  
Fort Smith, AR 72908

Phone:

Fax:

| Customer ID   | Good Thru | Payment Terms | Sales Rep  |
|---------------|-----------|---------------|------------|
| Special Order | 2/27/26   | C.O.D.        | Kenny Boyd |

| Quantity | Item        | Description  | Unit Price | Amount    |
|----------|-------------|--|------------|-----------|
| 23.00    | PG-CSC67D18 | PROGARD #PG-CSC67D18 STEEL CARGO SECURITY COVER ( FOR<br>USE WITH PROGARD CARGO BARRIER) | 533.60     | 12,272.80 |
| 1.00     | SHIP        | FREIGHT IS ESTIMATED AT THE SAME FOR QUANTITY 23 OR 17                                   | 725.12     | 725.12    |

### LOUISIANA STATE CONTRACT

Whelen - Sourcewell #090122-WHL  
<https://start.sourcewell.website/contract/Whelen-Engineering/174>  
Point Blank - #4400020593  
Safariland-Bianchi-Def Tech-Monadnock - #4400025542

Freight

Sales Tax

**TOTAL 12,997.92**

ABC Printing & Signs  
 10 W. Woodson Ave Bonanza, AR 72916  
 orders@abcprintingandsigns.com  
 (479) 638-8608  
 EIN #: 46-4983425



Tax ID: 78735512-SLS  
 http://abcprintingandsigns.com

# Quote 16299

New graphics for 2026 Dodge Durango patrol  
 unit/k9

SALES REP INFO  
 Jennifer Hattabaugh  
 jennifer@abcprintingandsigns.com

QUOTE DATE  
 12/11/2025  
 QUOTE DUE DATE  
 01/10/2026  
 QUOTE EXPIRY  
 DATE  
 01/01/2026  
 TERMS  
 Net30

REQUESTED BY  
 Breeden Dodge  
 Attn: Kevin Kiene

CONTACT INFO  
 Dean Pendegrass  
 dean@breedendodge.com  
 (479) 883-9678

| # | ITEM  | QTY | UOM  | U.PRICE  | TOTAL (EXCL. TAX) | TAXABLE |
|---|---|-----|------|----------|-------------------|---------|
| 1 | <b>Graphics for new patrol cars</b><br>Graphics package for new 2026 Dodge Durango police vehicles.<br>Reflective vinyl graphics installed. | 18  | Unit | \$600.00 | \$10,800.00       | N       |

QTY 1 K9 Unit  
 QTY 17 Patrol Units

Same look as previous Durango.

Unit numbers TBD

**Subtotal:** \$10,800.00  
**Sales Tax (0%):** \$0.00  
**Total:** \$10,800.00

1. A signed copy of the estimate or quotation by the customer to indicate acceptance is required and should be returned to ABC Printing & Signs to begin production. Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept ABC Printing & Signs Terms and Conditions. No work on a project will commence until either document has been received by ABC Printing & Signs. By accepting a Quotation or Estimate, you acknowledge having read and accepted these Terms & Conditions.
2. Quote is based on original specifications from the customer. Price may change, contingent upon final review of the project.
3. Unless noted, the price does not include charges for design, drawings, and layout or pre-flight of customer-supplied digital artwork which is billed separately at the rate of \$95 per hour. If design is included, this is an estimate and can change based on revisions or deviations from the original scope.
4. Applicable City and State Sales Tax and shipping charges are not included.
5. TERMS: We can require 1/2 down payment upon acceptance and balance due upon completion. All prices quoted are subject to change after 30 days.
6. ABC Printing & Signs will start charging a 3% convenience fee for all credit card transactions starting April 1, 2022
7. On installations - Rock, stumps, poor soil conditions, water in excavations, and other unforeseen site conditions may incur additional charges.
8. All Merchandise remains the property of ABC Printing & Signs until the account is paid in full.
9. Overruns or underruns not exceeding 10% of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to the customer, proportionately.
10. Electrical runs in excess of 6' from the sign will be the responsibility of the client.
11. Clients PO in no way negates the Terms and Conditions specified on ABC Printing & Signs work order or signed quote.
12. Signage and/or designs are for that purpose only and cannot be considered a logo design.
13. Permits to be furnished by the customer unless otherwise noted. If the permit application is prepared by ABC Printing & Signs a minimum \$150 per hour, 1 hour minimum preparation fee will be charged in addition to the actual permit fee based on the time required.
14. A Work Estimate is an estimate of the cost of work described, this price can change due to unknowns encountered after the job has begun. This can be either a Not-To-Exceed price or a Non-binding price and will be noted. Non-binding prices with a difference of \$250 or 15%, whichever is greater will seek approval to continue the work described.

**SIGNATURE:**

**DATE:**

**QUOTE**

# Quote #3008

Thank you for your business!

Fort Smith Police- Vehicle Graphics -Spec.  
Ops



**Graphic Services**  
319 Rogers Avenue  
Fort Smith, Arkansas 72901  
479-783-1297  
<https://graphicfs.net>  
jennifer@graphicfs.net

**Created** January 15, 2026  
**Customer Due Date** January 30, 2026  
**Terms** Net 30  
**Total** \$6,448.46  
**Outstanding** \$6,448.46

**Customer Billing**

Fort Smith Police Dept  
Stephen Reed  
100 South 10th St.  
Fort Smith, Arkansas 72901  
479-709-5111 Office, Cell 479-548-2200  
Stephen.Reed@Fortsmithepd.org

**Customer Shipping**

Fort Smith Police Dept  
Stephen Reed  
100 South 10th St.  
Fort Smith, Arkansas 72901

| Category         | Item # | Color | Description  | Qty | Items | Price      | Taxed | Total      |
|------------------|--------|-------|--|-----|-------|------------|-------|------------|
| Vehicle Graphics |        |       | Reflective Vinyl Graphics   5600   +1360Z   +Install   ( Dodge Durango's)              | 2   | 2     | \$1,387.50 | X     | \$2,775.00 |
| Vehicle Graphics |        |       | Reflective Vinyl Graphics   5600   +1360Z   +Install   ( Dodge Ram 2500 4 Door Trucks) | 2   | 2     | \$1,557.00 | X     | \$3,114.00 |

IMPRINT #3008-1

Set up vehicle graphics for 2 Spec Ops. Dodge Durango's. and 2 Dodge Ram 2500 4 Door Trucks

IMPRINT #3008-2

Print & Cut graphics to be installed.

**Total Quantity** 4  
**Item Total** \$5,889.00  
**Fees Total** \$0.00

|                    |                   |
|--------------------|-------------------|
| <b>Sub Total</b>   | \$5,889.00        |
| <b>Tax</b>         | \$559.46 ( 9.5% ) |
| <b>Total Due</b>   | \$6,448.46        |
| <b>Paid</b>        | \$0.00            |
| <b>Outstanding</b> | \$6,448.46        |

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Fill out your terms & conditions here: [https://www.printavo.com/accounts/invoice\\_information](https://www.printavo.com/accounts/invoice_information)



**INTERNATIONAL**  
NAME PLATE SUPPLIES LTD.

**QUOTE**

Date: 01/20/2026

To: Stephen Reed

Company: Fort Smith PD

Phone:

Email:

From: Tammy Bryant

Phone: 903-295-4835 ext 3234

Decals & Installation

Pages: 1

Thank you for the opportunity to quote. We are pleased to offer the following pricing for your consideration.

Quote 1 for Patrol-TOTAL \$16,575.00  
17 Qty Vinyl Decals for 2026 Dodge Durangos  
\$975.00 Per Vehicle (includes Installation)

Quote 2 for Special Ops-TOTAL \$1,950  
2 Qty Vinyl Decals for 2026 Dodge Durangos  
\$975.00 Per Vehicle (includes Installation)

This pricing Reflects all 19 Total being completed in one trip.

Tammy Bryant  
Sales & Marketing

Please check out our manufacturing capabilities:

[www.inps.net/capabilities](http://www.inps.net/capabilities)

Our prices are exclusive of taxes, etc., and are FOB our plant; our terms are net 30 days on approved credit; delivery is determined upon receipt of order; this quote is valid for 90 days. Our manufacturing policy incorporates a 10% over/under run which will be shipped and billed as such. **INPS must be notified of any discrepancies within five days of receipt of order.** If you have any questions, please do not hesitate to call.

**2026 State Vehicle Contract**

| Item #                                | Vehicle Type | Description                                      | Model                   | Price        | Vendor               | Vendor #  | OA #       |
|---------------------------------------|--------------|--|-------------------------|--------------|----------------------|-----------|------------|
| <b>SEDANS</b>                         |              |  |                         |              |                      |           |            |
| 5                                     | SAA          | 4-Door Small Station Wagon                       | Chevy trax              | \$ 21,732.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| <b>TRUCKS</b>                         |              |  |                         |              |                      |           |            |
| 6                                     | PAB          | Small Pickup Truck, Extended Cab, 4x2            | Chevy 1500 Double Cab   | \$ 34,571.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 7                                     | PAD          | Small Pickup Truck, Crew Cab, 4x2                | Ford Maverick           | \$ 27,131.00 | Mark McLarty Ford    | 100223045 | 4600057216 |
| 8                                     | PBA          | 1/2 Ton, Regular Cab, 4x2                        | Chevy 1500 Reg. Cab     | \$ 33,220.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 9                                     | PBB          | 1/2T Truck, Extended Cab, 4X2                    | Chevy 1500 Double Cab   | \$ 34,518.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 10                                    | PBC          | 1/2 Ton, Crew Cab, 4X2                           | Ram 1500 Crew Cab       | \$ 35,568.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 11                                    | PAE          | 1/2 Ton, Crew Cab, 4x4                           | Ram 1500 Crew Cab       | \$ 39,119.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 12                                    | PCA          | 1/2 Ton, Regular Cab, 4X4                        | Chevy 1500 Reg. Cab     | \$ 37,047.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| 13                                    | PCB          | 1/2 Ton, Extended Cab, 4X4                       | Ram 1500 Quad Cab       | \$ 36,994.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 14                                    | PCC          | 1/2 Ton, Crew Cab, 4X4                           | Ram 1500 Crew Cab       | \$ 40,182.00 | Smart Chrysler       | 100233364 | 4600057235 |
| 15                                    | PJA          | 3/4 Ton Regular Cab, 4X2                         | Ram 2500 Reg. Cab       | \$ 37,077.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 16                                    | PJB          | 3/4 Ton Crew Cab, 4X2                            | Ram 2500 Crew Cab       | \$ 41,540.00 | Smart Chrysler       | 100233364 | 4600057235 |
| 17                                    | PJD          | 3/4 Ton Crew Cab, 4X2                            | Ram 2500 Crew Cab       | \$ 40,351.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 18                                    | PEA          | 3/4 Ton Regular Cab, 4X4                         | Ram 2500 Reg. Cab       | \$ 39,729.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 19                                    | PEB          | 3/4 Ton Extended Cab, 4X4                        | Ram 2500 Crew Cab       | \$ 44,118.00 | Smart Chrysler       | 100233364 | 4600057235 |
| 20                                    | PED          | 3/4 Ton Crew Cab, 4X4                            | Ram 2500 Crew Cab       | \$ 43,003.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 21                                    | PKA          | 1 Ton Regular Cab, Dual RWD                      | Ram 3500 Reg. Cab       | \$ 39,494.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 22                                    | PKD          | 1 Ton Regular Cab, Dual RWD, Diesel              | Ram 3500 Reg. Cab       | \$ 52,089.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 23                                    | PQB          | 1 Ton Crew Cab, Single RWD, Chassis Cab          | Ram 3500 Crew Cab       | \$ 41,563.00 | Red River Dodge      | 100254267 | 4600057214 |
| 24                                    | PRA          | 1 Ton Regular Cab, Dual RWD, Chassis Cab         | Ram 3500 Reg. Cab       | \$ 42,234.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 25                                    | PRB          | 1 Ton Crew Cab, Dual RWD, Chassis Cab            | Ram 3500 Crew Cab       | \$ 45,069.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 26                                    | PQD          | 1 Ton Crew Cab, Single RWD, Chassis Cab, Diesel  | Ram 3500 Crew Cab       | \$ 53,168.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 27                                    | PRC          | 1 Ton Regular Cab, Dual RWD, Chassis Cab, Diesel | Ram 3500 Reg. Cab       | \$ 51,575.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 28                                    | PRD          | 1 Ton Crew Cab, Dual RWD, Chassis Cab, Diesel    | Chevy 3500 Crew Cab     | \$ 54,473.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| <b>VANS &amp; SUV's</b>               |              |  |                         |              |                      |           |            |
| 29                                    | VAA          | 1/2T Full-Size Utility Van                       | Chevy Express           | \$ 37,228.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 30                                    | VAB          | 3/4T Full-Size Utility Van                       | Chevy Express           | \$ 37,220.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 31                                    | VAC          | 1T Full-Size Utility Van                         | Chevy Express           | \$ 40,582.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 32                                    | VBA          | 1/2T 8-Passenger Van                             | Chrysler Pacifica       | \$ 40,580.00 | Smart Chrysler       | 100233364 | 4600057235 |
| 33                                    | VGA          | 3/4T 8-Passenger Van                             | Chevy Express Passenger | \$ 41,985.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 34                                    | VCA          | 1T 12-Passenger Van                              | Chevy Express Passenger | \$ 42,620.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 35                                    | VDA          | 1T 15-Passenger Van                              | Chevy Express Passenger | \$ 47,708.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| 37                                    | VEB          | Special purpose 5-Passenger Wagon                | Jeep Grand Cherokee 4x4 | \$ 38,458.00 | Red River Dodge      | 100254267 | 4600057214 |
| 38                                    | VFA          | Compact Mini-Van, 7-Passenger                    | Kia Carnival            | \$ 38,980.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 39                                    | VHA          | Sub-Compact SUV 4x2                              | Chevy Trailblazer       | \$ 22,140.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 40                                    | VHB          | Sub-Compact SUV, 4x4                             | Chevy Trailblazer AWD   | \$ 24,120.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 41                                    | VHC          | Compact SUV 4x2                                  | Chevy Equinox           | \$ 26,300.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 42                                    | VHD          | Compact SUV 4x4                                  | Chevy Equinox AWD       | \$ 28,320.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 43                                    | VIA          | Midsize SUV 4x2                                  | Ford Exploror           | \$ 34,788.00 | Mark McLarty Ford    | 100223045 | 4600057216 |
| 44                                    | VIB          | Midsize SUV 4x4                                  | Dodge Durango AWD       | \$ 35,094.00 | Red River Dodge      | 100254267 | 4600057214 |
| 45                                    | VSA          | Full-Size SUV 4x2                                | Jeep Grand Wagoneer     | \$ 54,745.00 | Red River Dodge      | 100254267 | 4600057214 |
| 46                                    | VSF          | Full-Size SUV 4x4                                | Jeep Grand Wagoneer     | \$ 57,502.00 | Red River Dodge      | 100254267 | 4600057214 |
| 47                                    | PMA          | Full-Size SUV 4x2                                | Ford Expedition         | \$ 56,500.00 | Mark McLarty Ford    | 100223045 | 4600057216 |
| <b>HYBRID &amp; ELECTRIC VEHICLES</b> |              |  |                         |              |                      |           |            |
| 54                                    | HVA          | 8 Passenger Van - Plug-in Hybrid Electric        | Chrysler Pacifica PHEV  | \$ 52,500.00 | Red River Dodge      | 100254267 | 4600057214 |
| 55                                    | HBE          | 4-Door Station Wagon - Electric                  | Chevy Blazer EV         | \$ 36,323.00 | Bale Chevrolet       | 100095671 | 4600057212 |

**2026 State Vehicle Contract**

| Item #                 | Vehicle Type | Description                                 | Model                               | Price        | Vendor               | Vendor #  | OA #       |
|------------------------|--------------|---|-------------------------------------|--------------|----------------------|-----------|------------|
| 56                     | HEB          | Hatchback - Electric                        | Chevy Equinox EV                    | \$ 27,284.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| <b>POLICE VEHICLES</b> |              |   |                                     |              |                      |           |            |
| 57                     | JAA          | 4-Door Campus Security Mid-Size Sedan       | Kia K4                              | \$ 24,580.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 60                     | UPP          | Dodge Durango <b>PPV</b> , AWD              | Dodge Durango Pursuit               | \$ 39,117.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 62                     | PRP          | Dodge RAM 1500 SSV, 4WD                     | Ram 1500                            | \$ 39,827.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 63                     | PRQ          | Dodge RAM 2500 SSV, 4WD                     | Ram 2500                            | \$ 43,613.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 64                     | PRR          | Dodge RAM 3500 SSV, 4WD                     | Ram 3500                            | \$ 44,707.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 65                     | PPV          | Chevrolet Tahoe <b>PPV</b> , 2WD            | Chevy Tahoe                         | \$ 51,058.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| 66                     | PFW          | Chevrolet Tahoe <b>PPV</b> , 4WD            | Chevy Tahoe                         | \$ 54,710.00 | Bale Chevrolet       | 100095671 | 4600057212 |
| 68                     | PST          | Chevrolet Silverado 1500 SSV, 4WD           | Chevy Silverado 1500                | \$ 43,635.00 | Smart Chevrolet      | 100001581 | 4600057217 |
| 69                     | HPU          | Ford Hybrid <b>PPV</b> , SUV, 2WD           | Ford Police Interceptor Utility AWD | \$ 43,419.00 | Red River Ford       | 100244944 | 4600057213 |
| 70                     | PPU          | Ford F-150 Super Crew <b>PPV</b> , SSV, 4x2 | Ford F-150 Responder                | \$ 45,805.00 | Mark McLarty Ford    | 100223045 | 4600057216 |





## FORT SMITH POLICE DEPT, CITY OF

APX4500 Remote Mount

01/14/2026

01/14/2026

FORT SMITH POLICE DEPT, CITY OF  
FT SMITH POLICE DEPT, CITY OF  
PO BOX 1908  
FORT SMITH, AR 72902

RE: Motorola Quote for APX4500 Remote Mount

Dear Stephen Reed ,

Motorola Solutions is pleased to present FORT SMITH POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide FORT SMITH POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jesse Freeze at [jesse@avc-wireless.com](mailto:jesse@avc-wireless.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jesse Freeze

Motorola Solutions Manufacturer's Representative

## Billing Address:

FORT SMITH POLICE DEPT, CITY  
 OF  
 FT SMITH POLICE DEPT, CITY OF  
 PO BOX 1908  
 FORT SMITH, AR 72902  
 US

Quote Date:01/14/2026

Expiration Date:03/15/2026

Quote Created By:

Jesse Freeze

jesse@avc-wireless.com

End Customer:

FORT SMITH POLICE DEPT, CITY OF  
 Stephen Reed  
 stephen.reed@fortsmithpd.org  
 479-458-2200

Contract: 19860 - NASPO 00318

| Line # | Item Number        | Description   | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|--------------------|---|-----|------------|------------|-----------------|
|        | APX™ 4500 Enhanced |   |     |            |            |                 |
| 1      | M22URS9PW1BN       | MOBILE RADIO APX4500<br>ENHANCED 7/800 MHZ                            | 2   | \$2,356.00 | \$1,719.88 | \$3,439.76      |
| 1a     | QA01648AA          | ADD: HW KEY SUPPLEMENTAL<br>DATA                                      | 2   | \$6.42     | \$4.69     | \$9.38          |
| 1b     | G831AD             | ADD: SPKR 15W WATER<br>RESISTANT                                      | 2   | \$71.00    | \$51.83    | \$103.66        |
| 1c     | GA00250AA          | ADD: GNSS/BT-WIFI THRU<br>MNT ANT, 17FT LOW LOSS<br>PFP-100A/240, QMA | 2   | \$118.00   | \$86.14    | \$172.28        |
| 1d     | GA00580AA          | ADD: TDMA OPERATION   | 2   | \$530.00   | \$386.90   | \$773.80        |
| 1e     | GA01576AB          | ADD: SMA TO QMA ADAPTER   | 2   | \$22.00    | \$16.06    | \$32.12         |
| 1f     | G67DQ              | ADD: REMOTE MOUNT O2<br>APXM  | 2   | \$350.00   | \$255.50   | \$511.00        |
| 1g     | QA02812AE          | ADD: P25 9600 TRUNKING W/<br>INTEROPERABILITY                         | 2   | \$2,436.00 | \$1,778.28 | \$3,556.56      |
| 1h     | GA05100AA          | ADD: STD WARRANTY - NO<br>ESSENTIAL                                   | 2   | \$0.00     | \$0.00     | \$0.00          |
| 1i     | G843AH             | ADD: AES ENCRYPTION AND<br>ADP  | 2   | \$560.00   | \$381.79   | \$763.58        |
| 1j     | GA00804AA          | ADD: APX O2 CH (GREY)   | 2   | \$579.00   | \$394.93   | \$789.86        |
| 1k     | G444AH             | ADD: APX CONTROL HEAD<br>SOFTWARE                                     | 2   | \$0.00     | \$0.00     | \$0.00          |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

| Line #               | Item Number  | Description                         | Qty | List Price | Sale Price              | Ext. Sale Price    |
|----------------------|--------------|-------------------------------------|-----|------------|-------------------------|--------------------|
| 1l                   | QA03399AA    | ADD: ENHANCED DATA APX              | 2   | \$177.00   | \$129.21                | \$258.42           |
| 1m                   | W22BA        | ADD: STD PALM<br>MICROPHONE APX     | 2   | \$85.00    | \$57.67                 | \$115.34           |
| 1n                   | QA09113AB    | ADD: BASELINE RELEASE SW            | 2   | \$0.00     | \$0.00                  | \$0.00             |
| 1o                   | G174AD       | ADD: ANT 3DB LOW-PROFILE<br>762-870 | 2   | \$50.00    | \$36.50                 | \$73.00            |
| 2                    | LSV00Q00202A | DEVICE PROGRAMMING                  | 2   | \$90.00    | \$90.00                 | \$180.00           |
| 3                    | LSV00Q00203A | DEVICE INSTALLATION                 | 2   | \$142.86   | \$142.86                | \$285.72           |
| <b>Subtotal</b>      |              |                                     |     |            |                         | <b>\$11,064.48</b> |
| <b>Estimated Tax</b> |              |                                     |     |            |                         | <b>\$1,051.13</b>  |
| <b>Grand Total</b>   |              |                                     |     |            | <b>\$12,115.61(USD)</b> |                    |

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

| Line # | Item Number | Parametric Data |
|--------|-------------|-----------------|
| 1a     | QA01648AA   | ASKHOMID = 0188 |



## Purchase Order Checklist NA OM

|   |
|---|
| <b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead<br/>(PO will not be processed without this)</b>                  |
| <b>PO Number/ Contract Number</b>   |
| <b>PO Date</b>  |
| <b>Vendor = Motorola Solutions, Inc.</b>  |
| <b>Payment (Billing) Terms/ State Contract Number</b>   |
| <b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>  |
| <b>Bill-To Address</b>  |
| <b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>   |
| <b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b> |
| <b>PO Amount must be equal to or greater than Order Total</b>   |
| <b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>   |
| <b>Tax Exemption Status</b>   |
| <b>Signatures (As required)</b>   |

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.  
Once checklist is complete, order still must go through **Order Validation/Credit Approval**





Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

**Q-804430-46058EC**

Issued: 02/05/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 04/15/2026

Account Number: 164915

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

| SHIP TO   | BILL TO   |
|---|---|
| Fort Smith Police Dept. - AR<br>100 S 10th St<br>Fort Smith,<br>AR<br>72901-3710<br>USA | Ft Smith Police Dept / Fort Smith Police Dept. - AR<br>100 S 10th St<br>Fort Smith<br>AR<br>72901-3710<br>USA<br>Email: |

| SALES REPRESENTATIVE  | PRIMARY CONTACT   |
|---|---|
| Eduardo Carreras<br>Phone:<br>Email: <a href="mailto:ecarreras@axon.com">ecarreras@axon.com</a><br>Fax: | Dillon Harris<br>Phone: 479-709-5041<br>Email: <a href="mailto:dillon.harris@fortsmithpd.org">dillon.harris@fortsmithpd.org</a><br>Fax: |

**Quote Summary**

|                               |                     |
|-------------------------------|---------------------|
| Program Length                | 34.5 Months         |
| <b>TOTAL COST</b>             | <b>\$209,447.07</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$225,167.93</b> |

**Discount Summary**

|                          |                     |
|--------------------------|---------------------|
| Average Savings Per Year | \$37,487.96         |
| <b>TOTAL SAVINGS</b>     | <b>\$107,777.88</b> |

## Payment Summary

| Date         | Subtotal            | Tax                | Total               |
|--------------|---------------------|--------------------|---------------------|
| Mar 2026     | \$69,815.69         | \$5,240.28         | \$75,055.97         |
| Jan 2027     | \$69,815.69         | \$5,240.28         | \$75,055.97         |
| Jan 2028     | \$69,815.69         | \$5,240.30         | \$75,055.99         |
| <b>Total</b> | <b>\$209,447.07</b> | <b>\$15,720.86</b> | <b>\$225,167.93</b> |

Quote Unbundled Price: \$314,777.40  
 Quote List Price: \$209,135.85  
 Quote Subtotal: \$209,447.07

**Pricing**

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item           | Description                       | Qty | Term | Unbundled | List Price | Net Price | Subtotal            | Tax                | Total               |
|----------------|-----------------------------------|-----|------|-----------|------------|-----------|---------------------|--------------------|---------------------|
| <b>Program</b> |                                   |     |      |           |            |           |                     |                    |                     |
| 80461          | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21  | 25   |           | \$115.75   | \$120.38  | \$63,199.50         | \$6,003.96         | \$69,203.46         |
| Fleet3B+TAP    | Fleet 3 Basic + TAP               | 21  | 35   | \$345.59  | \$201.86   | \$198.98  | \$146,247.57        | \$9,716.90         | \$155,964.47        |
| <b>Total</b>   |                                   |     |      |           |            |           | <b>\$209,447.07</b> | <b>\$15,720.86</b> | <b>\$225,167.93</b> |

**Delivery Schedule**

**Hardware**

| Bundle              | Item   | Description   | QTY | Shipping Location | Estimated Delivery Date |
|---------------------|--------|---|-----|-------------------|-------------------------|
| Fleet 3 Basic + TAP | 100469 | AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET               | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 101675 | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 101924 | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 70112  | AXON SIGNAL - VEHICLE                                     | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 72036  | AXON FLEET 3 - STANDARD 2 CAMERA KIT                      | 21  | 1                 | 03/15/2026              |
| Fleet 3 Basic + TAP | 72040  | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT                 | 21  | 1                 | 02/01/2029              |

**Software**

| Bundle              | Item  | Description  | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE              | 21  | 04/15/2026           | 02/28/2029         |
| Fleet 3 Basic + TAP | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED | 42  | 04/15/2026           | 02/28/2029         |

**Services**

| Bundle              | Item  | Description   | QTY |
|---------------------|-------|---|-----|
| Fleet 3 Basic + TAP | 73391 | AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED | 21  |

**Warranties**

| Bundle              | Item  | Description                                | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80379 | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT   | 21  | 03/15/2027           | 02/28/2029         |
| Fleet 3 Basic + TAP | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 21  | 03/15/2027           | 02/28/2029         |

## Shipping Locations

| Location Number | Street        | City       | State | Zip        | Country |
|-----------------|---------------|------------|-------|------------|---------|
| 1               | 100 S 10th St | Fort Smith | AR    | 72901-3710 | USA     |

## Payment Details

| Mar 2026       |             |                                   |     |                    |                   |                    |
|----------------|-------------|-----------------------------------|-----|--------------------|-------------------|--------------------|
| Invoice Plan   | Item        | Description                       | Qty | Subtotal           | Tax               | Total              |
| Coterm Payment | 80461       | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21  | \$21,066.50        | \$2,001.32        | \$23,067.82        |
| Coterm Payment | Fleet3B+TAP | Fleet 3 Basic + TAP               | 21  | \$48,749.19        | \$3,238.96        | \$51,988.15        |
| <b>Total</b>   |             |                                   |     | <b>\$69,815.69</b> | <b>\$5,240.28</b> | <b>\$75,055.97</b> |

| Jan 2027         |             |                                   |     |                    |                   |                    |
|------------------|-------------|-----------------------------------|-----|--------------------|-------------------|--------------------|
| Invoice Plan     | Item        | Description                       | Qty | Subtotal           | Tax               | Total              |
| Annual Payment 2 | 80461       | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21  | \$21,066.50        | \$2,001.32        | \$23,067.82        |
| Annual Payment 2 | Fleet3B+TAP | Fleet 3 Basic + TAP               | 21  | \$48,749.19        | \$3,238.96        | \$51,988.15        |
| <b>Total</b>     |             |                                   |     | <b>\$69,815.69</b> | <b>\$5,240.28</b> | <b>\$75,055.97</b> |

| Jan 2028         |             |                                   |     |                    |                   |                    |
|------------------|-------------|-----------------------------------|-----|--------------------|-------------------|--------------------|
| Invoice Plan     | Item        | Description                       | Qty | Subtotal           | Tax               | Total              |
| Annual Payment 3 | 80461       | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21  | \$21,066.50        | \$2,001.32        | \$23,067.82        |
| Annual Payment 3 | Fleet3B+TAP | Fleet 3 Basic + TAP               | 21  | \$48,749.19        | \$3,238.98        | \$51,988.17        |
| <b>Total</b>     |             |                                   |     | <b>\$69,815.69</b> | <b>\$5,240.30</b> | <b>\$75,055.99</b> |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

### Rewrite Estimates

**Estimated Amounts and Contract Terminations.** Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

### Refresh Shipment Timing

**Technology Assurance Plan (TAP) Refresh Prior to Renewal.** For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

### Shipment Timing

**Shipment Variance.** Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

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Signature

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Date Signed

2/5/2026

