



MAYOR
George B McGill

**ACTING CITY
ADMINISTRATOR**
Jeff Dingman

CITY CLERK
Sherri Gard

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

AGENDA

Fort Smith Board of Directors REGULAR MEETING February 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

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 JANUARY 20, 2026 REGULAR MEETING

ITEMS OF BUSINESS

1. Ordinance rezoning identified property and amending the zoning map (*Planned Zoning District (PZD) to Planned Zoning District (PZD) at 7308, 7310, 7316, and 7320 Rogers Avenue and 3106 and 3110 South 74th Street*) (*Planning & Zoning*)
2. Ordinance amending the Master Land Use Plan map and rezoning identified property and amending the zoning map (*Master Land Use Plan: Residential Detached and Commercial Neighborhood to Mixed Use Employment / Rezoning: Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5) to Planned Zoning District (PZD) at 1520, 1524, and 1530 North Greenwood Avenue and 1525 and 1531 May Avenue*) (*Planning & Zoning*)

3. Items regarding the Alleyway Rehabilitation Project: *(Citizen Services)*
 - 3A. Resolution approving and authorizing the Mayor to execute a contract with Western Millwright Commercial Construction, Inc. for the Alleyway Rehabilitation Project (\$2,612,654.00 / Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)) *(Citizen Services)*
 - 3B. Resolution approving and authorizing the Mayor to execute a professional services agreement with McClelland Consulting Engineers, Inc. for construction administration services for the Alleyway Rehabilitation Project (\$240,240.00 / Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)) *(Citizen Services)*
4. Resolution approving and authorizing the Mayor to execute an agreement with 64.6 Downtown, doing business as Main Street Fort Smith to provide downtown development services and provide for the operation of the Arkansas Main Street Program in conjunction with the City of Fort Smith (\$150,000.00 / Budgeted / City Administrator) ~ Tabled at the January 20, 2026 regular meeting pending study session review; Kemp/Settle placed on agenda at the January 27, 2026 study session ~ *(City Administrator)* ♦
5. Resolution approving and authorizing the Mayor to execute a contract with Forvis Mazars, LLP for the purpose of conducting the Parrot Island Waterpark audit ~ Kemp/G.Catsavis placed on agenda at the January 27, 2026 study session ~ *(Internal Audit)*
6. Resolution approving and authorizing execution of a software-as-a-service (SaaS) agreement with IGM US Holdings, Inc. (\$370,202.00 / Budgeted / Finance - Software Licensing Fees) ~ Tabled at the January 20, 2026 regular meeting to permit further negotiation ~ *(Finance)*
7. Resolution accepting the project as complete and authorizing final payment to Patriot Utilities, LLC for the SSA Remedial Measures, Sub-Basins MC07, P004, S006 and Z001 and Capacity Improvements, Sub-Basin SK01, Project No. 23-19-C4 HDD (\$26,167.28 / Budgeted / Engineering-Utilities - 5/8% Sales and Use Tax) *(Engineering)* ♦ ●
8. Consent Agenda
 - 8A. Resolution authorizing an amendment to the engineering services agreement for the design of 2025 Street Overlay/Reconstruction Project, Phase F, Project No. 25-03-F (\$17,640.00 / Budgeted / Engineering-Streets - Sales Tax Program) *(Engineering)* ♦
 - 8B. Resolution accepting completion of and authorizing final payment for the construction of May Branch Outfall Culvert Remediation, Project No. 21-06-E (\$64,163.97 / Budgeted / Engineering-Streets - Sales Tax Program) *(Engineering)* ♦
 - 8C. Resolution authorizing the City Administrator to submit a grant application to The Boring Company *(Lake Fort Smith Water Transmission Line Project - Phase 4)* *(Engineering)*

- 8D. Resolution authorizing the purchase of one (1) residential truck with side loader for the City of Fort Smith Solid Waste Services Residential Operations Division (\$555,855.92 / Budgeted / Solid Waste Services - Solid Waste Services Sinking Fund - 11186065) (Solid Waste Services)
- 8E. Resolution authorizing the purchase of two (2) residential rear load trucks for the City of Fort Smith Solid Waste Services Residential Operations Division (\$832,210.20 / Budgeted / Solid Waste Services - Solid Waste Services Sinking Fund - 11186065) (Solid Waste Services)
- 8F. Resolution authorizing the purchase of one (1) commercial truck with front loader for the City of Fort Smith Solid Waste Services Commercial Operations Division (\$554,130.46 / Budgeted / Solid Waste Services - Solid Waste Services Sinking Fund - 11186065) (Solid Waste Services)
- 8G. Resolution authorizing the purchase of five (5) staff vehicles for the Fort Smith Fire Department (\$240,900.06 / Budgeted / Fire - Capital Outlay-Vehicles) (Fire)

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

ADJOURN



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Maggie Rice, Deputy City Administrator
DATE: January 15, 2026
SUBJECT: Rezoning #2-1-26 from Planned Zoning District to a Planned Zoning District (PZD) at 7308, 7310, 7316, 7320 Rogers Avenue and 3106 and 3110 South 74th Street

SUMMARY

On January 13, 2026, the Planning Commission held a public hearing to consider the subject rezoning application. The property, containing an area of 8.2 acres, is located on the southwest corner of Rogers Avenue and South 74th Street, south of Mercy Hospital. The proposed rezoning from a Planned Zoning District (PZD) to a Planned Zoning District (PZD) allows for a mixed-use development of retail, service, and entertainment uses as listed within the land use chart while allowing an increase in height for a proposed hotel as shown on the concept plan.

A neighborhood meeting was held on January 7, 2026, no neighboring property owners attended the meeting. At the Planning Commission meeting Mr. Bob Cooper was present to represent the item. There were none present to speak in favor or opposition of the items.

The Planning Commission voted nine (9) 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. [74th_and_Rogers_Ordinance.pdf](#)
2. [Backup 7320 Rogers.pdf](#)

ORDINANCE NO. _____

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

WHEREAS, the City Planning Commission has heretofore held a public hearing upon request 2-1-26 to rezone certain property hereinafter described, and, having considered said request, recommended on January 13, 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:

LOTS 3, 4, 5, 6, & 7, PROFESSIONAL PLAZA EAST (FILED MARCH 21, 1988) AND LOT 2, COZY COURT INVESTORS (FILED AUGUST 24, 1977), ADDITIONS TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS. (7320 Rogers Avenue)

LOT 10A, PROFESSIONAL PLAZA EAST, BEING A REPLAT OF LOTS 9 AND 10, PROFESSIONAL PLAZA EAST, AN ADDITION TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS ACCORDING TO PLAT FILED JUNE 26, 1998. (7308 Rogers Avenue)

Part of the Northeast Quarter of Section 25, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas being more particularly described as follows: Commencing at an existing concrete nail marking the Southeast corner of said Northeast; thence North 02 degrees 50 minutes 11 seconds East, along the East line of said Northeast Quarter, 1053.71 feet; thence leaving the East line of said Northeast Quarter, North 87 degrees 39 minutes 24 seconds West, along the South line of Lot 2, Cozy Court Investors (filed: August 24, 1977) and the North line of Professional Plaza East (filed March 21, 1988), Additions to the City of Fort Smith, Sebastian County, Arkansas, 340.76 feet to the Southwest corner of said Lot 2, Cozy Court Investors; thence leaving the South line of said Lot 2, Cozy Court Investors and the North line of said Professional Plaza East, North 03 degrees 10 minutes 36 seconds East, along the West line of said Lot 2 Cozy Court Investors and the East line of said Professional Plaza East, 547.00 feet to the Northeast corner of said Lot 10A, of said Professional Plaza East and the point of beginning; thence North 86 degrees 49 minutes 24 seconds West, along the North line of said Lot 10A, Professional Plaza East, 65.00 feet; thence leaving the North line of said Professional Plaza East, North 03 degrees 10 minutes 36 seconds East, along the East line of said Lot 10A, Professional Plaza East, 171.52 feet to a set 1/2 inch rebar on the South right of way line of Arkansas State Highway 22; thence leaving the East line of said Lot 10A, Professional Plaza East, South 60 degrees 45 minutes 53 seconds East, along the South right of way line of said Arkansas State Highway 22, 72.36 feet to an existing nail marking the Northwest corner of said Lot 2, Cozy Court Investors; thence leaving the South right of way line of said Arkansas State Highway 22, South 03 degrees 10 minutes 36 seconds West, along the West line of said Lot 2, Cozy

Court Investors, 139.73 feet to the point of beginning. Subject to public road rights of way and any easements of record, according to survey by Anderson Surveying Inc. RLS 1272, JOB# 17-3-04.
(7310 Rogers Avenue)

LOT 8, PROFESSIONAL PLAZA EAST, AN ADDITION TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS ACCORDING TO PLAT FILED MARCH 21, 1998.

Stonewood Villages Lots 1, 2, and 3 BEING A REPLAT OF COZY COURT INVESTORS LOT SPLIT AND PART OF LOT 6, PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUART SMITH, BEING 25, TOWNSHIP 8 NORTH, RANGE 32 WEST, SEBASTIAN COUNTY, ARKANSAS (7320 Rogers Avenue, 3106 and 3110 South 74th Street) (Filed on 8/11/21 #2021-20911)

more commonly known as 7308, 7310, 7316, 7320 Rogers Avenue and 3106 and 3110 South 74th Street;

is hereby rezoned from a Planned Zoning District (PZD) Ordinance #21-21 to the Planned Zoning District (PZD) approved by this Ordinance. 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.

SECTION 2: It is hereby found and determined that the adoption of this 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 2ND ST
JANUARY 13, 2026
5:30 P.M

- 3. Rezoning #2-1-26 - A request by Stuart Ghan, owner, from a Planned Zoning District (PZD) to a Planned Zoning District (PZD) by classification at 7308, 7310,7316, and 7320**

Rogers Avenue and 3106 and 3110 South 74th

Mr. Kaelin delivered the staff report and stated the approval of the development plan and companion rezoning request will allow Transitional (T) zone land uses to operate within the existing building.

Mr. William Jackson Butt II and Shanna Richardson were present to represent the item. There were none present to speak in favor or opposition of the item.

Chairman McCaffrey called for a motion on item 3. Commissioner Wilson moved, seconded by Commissioner Taylor, to approve with staff comments. Chairman McCaffrey called for a vote. The vote was seven (7) in favor and zero (0) opposed.

RECESS PLANNING COMMISSION
CONVENE BOARD OF ZONING ADJUSTMENT

- 4. Variance #4-1-26 - A request by Stuart Ghan, owner, from one (1) to two (2) multi tenant business park signs in a Planned Zoning District (PZD) at 7308,7310, 7316, 7320 Rogers Avenue and 3106 and 3110 South 74th**



**Fort Smith
Planning Commission**

Item Number:
Rezoning 2-1-26

Hearing Date: January 13, 2026

Report Prepared by:

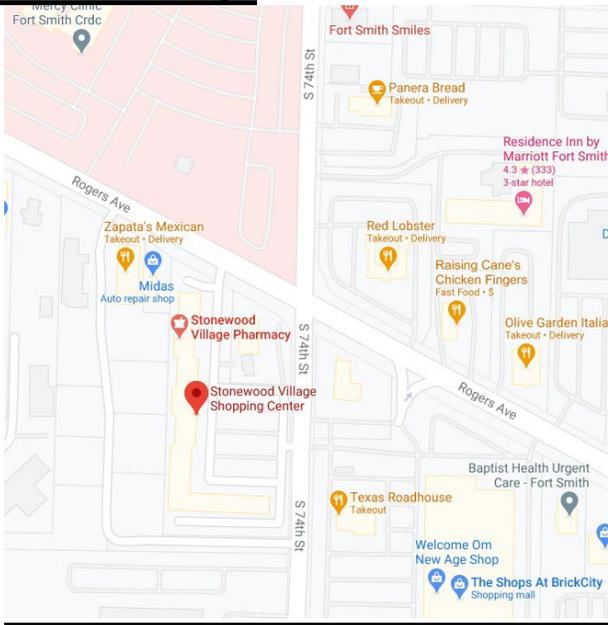
Planning Staff

Owner and Applicant Information:

Applicant: Stuart Ghan

Property Owner: 7320 Rogers Avenue,
LLC

Location Map:



Applicant Proposal:

Address: 7308, 7310, 7316, 7320
Rogers Avenue and 3106 and 3110
South 74th Street

Present Use: Commercial Retail

Proposed Use: PZD

Summary: Zone change from PZD to a
PZD to allow for a mixed-use
development and increase in height

Location: Southwest corner of Rogers
Avenue and South 74th Street

Tract Size: 8.2 ± acres

Zoning:

PZD

Master Land Use Plan

General Commercial

Staff Recommendation:

Approval

Memo

To: City Planning Commission

From: Planning Staff

Date: January 13, 2026

Re: Rezoning #2-1-26 - A request by Stuart Ghan, owner, for Planning Commission consideration of a zone request from a Planned Zoning District (PZD) to a Planned Zoning District (PZD) by classification at 7308, 7310, 7316, and 7320 Rogers Avenue and 3106 and 3110 South 74th Street.

PROPOSED ZONING

Approval of the PZD facilitates a mixed-use site consisting of retail, service, and entertainment uses as listed within the PZD land use chart while allowing an increase in height for a new hotel as shown on the concept plan.

LOT LOCATION AND SIZE

The subject property is located on the southwest corner of Rogers Avenue and South 74th Street, just south of Mercy Hospital. The tract contains an area of 8.2 acres with approximately 350 feet of street frontage along Rogers Avenue and approximately 435 feet of street frontage along South 74th Street.

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.

Area and Bulk Regulations:

Proposed PZD	Min Lot Size (s.f.)	Min Lot Width	Max Lot Coverage	Min Street Frontage	Max Height	Front Setback	Side Setback	Street Side Setback	Rear Setback
	7,500	75 feet	75%	N/A	65 feet	25 Feet	10 Feet	15 Feet	10 Feet

EXISTING ZONING

The existing zoning on this tract is a Planned Zoning District (PZD). Characteristics of this zone are as follows:

Purpose:

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.

Area and Bulk Regulations:

Existing PZD	Min Lot Size (s.f.)	Min Lot Width	Max Lot Coverage	Min Street Frontage	Max Height	Front Setback	Side Setback	Street Side Setback	Rear Setback
	7,500	75 feet	75%	N/A	45 Feet	25 Feet	10 Feet	15 Feet	10 Feet

SURROUNDING ZONING AND LAND USE

Direction	Land use	Zoning
North	Mercy Hospital	PZD, Planned Zoning District
East	Bank and Retail Shopping Center	C-5, Commercial Heavy
South	USPS	T, Transitional
West	Professional Offices	C-5, Commercial Heavy

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies Rogers Avenue and South 74th Street as a Major Arterial.

MASTER LAND USE PLAN

The Master Land Use Plan classifies the site as General Commercial. This classification is intended to provide opportunities for business transactions and activities and meet the consumer needs of the community.

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. **YES**
- I. Articulate how the plan exceeds the UDO requirements. (e.g. increased landscaping increased high quality materials, etc.) **YES. The PZD will exceed the UDO by requiring 60% high-quality materials on the front and side facades of each new building and the PZD will have a more restrictive land use.**

SITE DESIGN FEATURES

Ingress/egress/traffic circulation – The development has multiple existing entrances located on Rogers Avenue and South 74th Street.

Right-of-way dedication – No R.O.W. dedication is required.

Landscaping & Screening – New perimeter landscaping and screening will be provided during the development stages of the property and is in compliance with the UDO.

Parking – The PZD states that it will comply with the minimum parking requirements of the UDO.

Signage – The PZD will comply with the UDO signage requirements. The applicant has proposed a sign variance to allow for two (2) multi-tenant business park free standings signs. One sign will be placed on Rogers Avenue and the second sign will be placed on South 74th Street

Sidewalks – The existing sidewalks will remain on Rogers Avenue and South 74th Street.

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

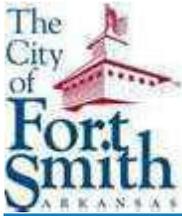
A neighborhood meeting was held on January 7, 2026, at 101 North 11th Street, Suite 236. No neighboring property owners attended the meeting.

STAFF COMMENTS

The zone change will allow for the continued mixed-use redevelopment of the 8.2 acre as shown on the provided concept plan while increasing the height allowance for a new hotel. The intent for the property is to be re-developed with pedestrian friendly commercial uses compatible with the residential dwelling units.

STAFF RECOMMENDATIONS

Staff recommends approval of the application.



Application updated January 2022

CITY OF FORT SMITH, ARKANSAS Planned Zoning Development

FOR STAFF USE ONLY	FEE: \$350
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: 7320 Rogers Avenue, LLC - Stuart Ghan

E-mail: stuart@ghancooper.com

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

Name: []

E-mail: []

Address:

P.O. Box 1946

Fort Smith, AR 72902

Address:

[]

[]

Phone: 479-478-6161

Phone: []

Fax: N/A

Fax: []

Site Address / Location: 7308 - 7320 Rogers Avenue & 3106 - 3110 South 74th Street, Fort Smith AR

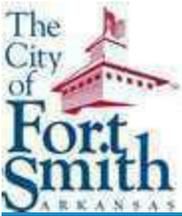
Current Zoning District: PZD

Requested Zoning District: PZD

Assessor's Parcel Number(s) for property: See Attached

Last updated: May 7, 2020

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:

Subject property was zoned PZD by Ordinance 21-21. A request is hereby made to amend the current PZD to allow for structures to be four stories in height.

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

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.

LIST OF OWNERS OF ALL PROPERTY TO BE REZONED

List the names and addresses of all owners of property included within the area requested by this petition to be rezoned.

NAME

ADDRESS

7320 Rogers Avenue, LLC

P.O. Box 1946, Fort Smith, AR 72902

PLANNED ZONING DISTRICT
CERTIFICATION STATEMENT
Application updated July 2021

The , applicant for the property located at ,
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:

Name:

Date:

7308, 7310 & 7320 Rogers Avenue, Fort Smith, Arkansas

3106 & 3110 South 74th Street, Fort Smith, Arkansas (Parcels 16155-0010-00000-00, 18883-0000-01309-00, 16156-0003-00000-00, 16155-0008-00000-00, 16155-0007-00000-00, 16155-0003-00000-00, 16155-0004-00000-00, 16155-0005-00000-00, 16155-0006-00000-00, 16156-0002-00000-00, 16156-0001-00000-00)

Project Booklet

The Forum PZD

Table of Contents

- I. Planned Zoning District Certification Statement
- II. Introduction Statement to Project Booklet
- III. Submission Requirements

Exhibit A – Proposal of Concept Plan

Exhibit B – Refer to PZD Land Use Chart and include it as an attachment

Exhibit C – Legal Descriptions

Exhibit D – Parcel Numbers

Planned Zoning District
Certification Statement

7320 Rogers Avenue, LLC property owner of parcels: (16155-0003-00000-00, 16155-0004-00000-00, 06155-0005-00000-00, 16155-0006-00000-00, 16155-0007-00000-00, 16155-0008-00000-00, 16155-0010-00000-00, 16156-0001-00000-00, 16156-0002-00000-00, 16156-0003-00000-00, 18883-0000-01309-00) also know as 7308, 7310 and 7320 Rogers Avenue, Fort Smith, Arkansas and 3106 and 3110 South 74th Street, Fort Smith, Arkansas, including vacant land, do 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.

I hereby agree to the terms and conditions within the Project Booklet, and I therefore request the City of Fort Smith to approve the rezoning.

Stuart W. Ghan

7320 Rogers Avenue, LLC (Stuart Ghan) (Please sign)

The proposed Planned Zoning District (PZD) for the properties described as in the Legal Description Section of this booklet, also known as 7308, 7310 and 7320 Rogers Avenue, Fort Smith, Arkansas and 3106 and 3110 South 74th Street, Fort Smith, Arkansas, will be permitted to utilize all permitted and conditional uses as shown in the attached Chart F and as defined in the Project Booklet herein except as noted.

III. Submission Requirements

1. An in-person meeting was held on September 25, 2025, with the city. Multiple departments were represented including Maggie Rice and Tyler Miller – City Planning Department, Stuart Ghan and Bob Cooper (Owner/Applicant) – including the owners’ consultants.

2. The application of \$350.00 has been paid.

3. Project Booklet Comments

a. The owners of the approximate 8.24 acres are requesting a rezoning from PZD to PZD to allow the flexible development of the project site. As development has progressed with this project, a few changes need to be made to allow for the site to be efficiently developed to provide new opportunities for new and revised growth to a heavily traveled area in Fort Smith. The goal is to have a mixed-use development focused on but not limited to living, working, services, retail, restaurants, medical and entertainment use. Specifically, the change is requested in the bulk/area standards from 45 feet to 65 feet maximum allowable height. The PZD will also include UDO Section 27-404-D2 of the UDO A structure may not be more than the maximum allowable feet high at the minimum setback lines, but for each additional foot of horizontal setback in excess of the minimum from all setbacks, the height may be increased by one foot. The height of a gabled end of a building shall be measured at the midpoint of the gable instead of the peak of the gable.

b. The current owner of the property is 7320 Rogers Avenue, LLC.

c. The request to create a PZD has been made to accommodate the continued redevelopment of the ground located at 74th Street and Rogers Avenue. The goal of the PZD is to create a design with flexibility to continue the redevelopment, look, and feel of the property as a cohesive experience.

d. Project Concepts

i. The fundamental ingress/egress of the property contained in this PZD is not to change drastically. Our goal is to provide better site lines than currently provided with better traffic flow and better overall aesthetics.

ii. Please see exhibit “A” attached to this Project Booklet for a Proposed Layout. Though the specific organization of the proposed structures could change or be modified, the goal is to provide a multi-structural component to the project with a community feel.

iii. On exhibit “A” you will see that the buffer areas will be created where there are none currently, i.e. 74th Street and along Rogers Ave. Landscaping will be a part of the overall site plan conforming or exceeding the UDO standards.

iv. Storm water detention will be a mix of surface run off and under ground detention. Components of surface retention may be a part of the site development as well. The City's 2011 Stormwater and Drainage standards will be followed in regards to storm water detention and drainage.

v. Since there is very little undisturbed natural areas located on the project site, it will be difficult to accurately describe what will be left undisturbed, if anything. The goal is to add landscaping where there currently is none, once the development unfolds.

vi. Currently utility connections are mainly originating from 74th Street. Our goal is to use the natural fall from North to South on the property to accommodate appropriate fall of the sewer utility and connect to existing sewer located on 74th street. Water will be much the same, but will also be available along Rogers Ave. Power and gas are currently on site, but may need rerouting for the final layout of the site.

vii. Development and architectural design standards will be implemented through strict adherence by requiring the use of certain exterior finishes. The front and side walls of all structures will be constructed of 60% high quality materials. The rear façade will meet the UDO requirement for high quality materials.

Site and building lighting will adhere to Section 26-602-5 of the UDO

viii. The building elevations will be designed to have a central theme that will run through the multiple structures on the project site.

ix. Signage will adhere to the UDO standards set forth in Section 27-704-3 of the UDO. An additional variance request has been submitted from one (1) to two (2) multi-tenant business park signs free standings signs. One sign will be located on Rogers Avenue and one sign will be located on South 74th Street.

e. The phasing and timeframe will be over several years. We are forced to phase this project out over several years due to the existence of leasehold rights that current tenants located on the project site have. As these expire it will allow us to slowly, but methodically, redevelop the project site.

f. The land use designations are outlined in Exhibit "B" land use matrix attached to this Project Booklet. Food Trucks will be permitted in conjunction with Section 27-327-6 of the UDO.

g. The general area and bulk regulations for the use of land will comply with the following requirements:

Proposed PZD	Min Lot Size (s.f.)	Min Lot Width	Max Lot Coverage	Min Street Frontage	Max Height	Front Setback	Side Setback	Street Side Setback	Rear Setback
	7,500	75 feet	75%	N/A	65 Feet	25 Feet	10 Feet	15 Feet	10 Feet

(1) Setbacks and separations between buildings within the project site will comply with fire code, but will not be subject to setbacks as outlined in the table above. (2) All buildings will have access to a minor arterial or higher street. (3). Height allowed UDO Section 27-704-D2 of the UDO A structure may not be more than the maximum allowable feet high at the minimum setback lines, but for each additional foot of horizontal setback in excess of the minimum from all setbacks, the height may be increased by one foot. The height of a gabled end of a building shall be measured at the midpoint of the gable instead of the peak of the gable.

h. Comparison of Area and Bulk Regulations from former C-5, current PZD, and Proposed PZD

Existing PZD	Min Lot Size (s.f.)	Min Lot Width	Max Lot Coverage	Min Street Frontage	Max Height	Front Setback	Side Setback	Street Side Setback	Rear Setback
	7,500	75 feet	75%	N/A	45 Feet	25 Feet	10 Feet	15 Feet	10 Feet

C-5	Min Lot Size (s.f.)	Min Lot Width	Max Lot Coverage	Min Street Frontage	Max Height	Front Setback	Side Setback	Street Side Setback	Rear Setback
	14,000	100 Feet	75%	N/A	45 Feet	25 Feet	20 Feet	15 Feet	20 Feet

Proposed PZD	Min Lot Size (s.f.)	Min Lot Width	Max Lot Coverage	Min Street Frontage	Max Height	Front Setback	Side Setback	Street Side Setback	Rear Setback
	7,500	75 feet	75%	N/A	65 Feet	25 Feet	10 Feet	15 Feet	10 Feet

i. A comparison (Land Use Chart) of the proposed PZD to the existing PZD and previous C-5 Zone is provided in Exhibit "C", which is attached to this Project Booklet.

j. How the project exceeds the UDO Requirements.

UDO Requirements	PZD Requirements
<p>-See land use matrix Exhibit "B" Comparison</p> <p>-Design standards with regards to premium materials.</p>	<p>-Stricter guidelines on what is allowed in land use</p> <p>-The use of high quality materials on front and side walls of the structures will be 60% gross wall area with high quality materials exceeding the UDO requirements.</p>

k. The development will be in kind with developments surrounding this Project Site. The Project Site will offer an increased aesthetic to the area with new landscaping and a better layout providing a walkable area. The appearance of the development will be an improvement on the current structures that do not have enough room to effectively function as built. Signage will comply with Section 27-704 of the UDO. Directional and wayfinding signs will be considered to be outside and not regulated by this UDO requirement.

i. No traffic study has been required thus far.

m. Large transmission lines are located adjacent to the property for both sewer and water.

8" water line on the west side of 74th and along the south side of Rogers Ave have been confirmed.

24" Sewer line confirmed on 74th.

Exhibit "A"

Proposed Concept Plan

(Subject to change or modification in compliance with the Bulk/Area requirements and permitted land uses within the new proposed PZD)

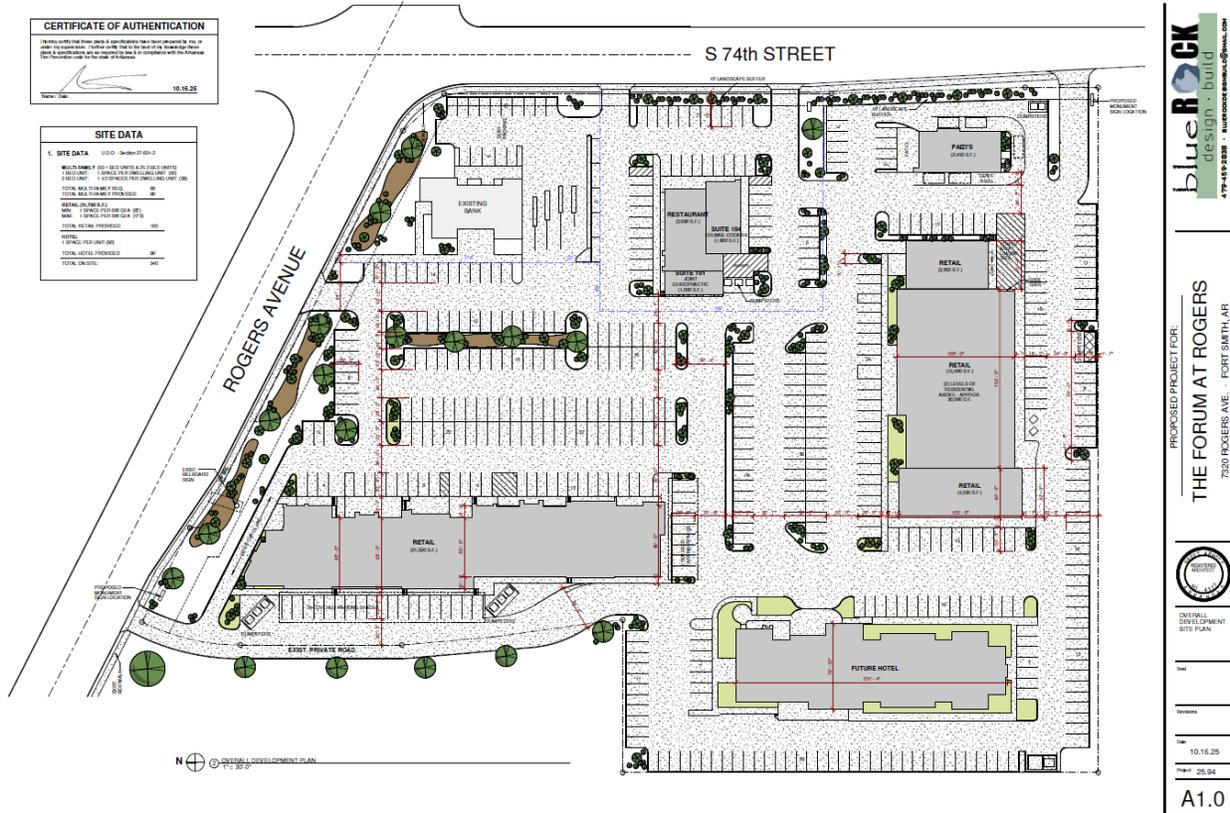


Exhibit "B"

Land Use Chart Attached as Exhibit

Exhibit "C"

Legal Description of All Parcels in PZD:

7308, 7310, & 7320 Rogers Avenue, Fort Smith, Arkansas 3106 & 3110 South 74th Street, Fort Smith, Arkansas

LOTS 3, 4, 5, 6, & 7, PROFESSIONAL PLAZA EAST (FILED MARCH 21, 1988)
AND LOT 2, COZY COURT INVESTORS (FILED AUGUST 24, 1977), ADDITIONS
TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS. (7320
Rogers Avenue)

LOT 10A, PROFESSIONAL PLAZA EAST, BEING A REPLAT OF LOTS 9 AND 10,
PROFESSIONAL PLAZA EAST, AN ADDITION TO THE CITY OF FORT SMITH,
SEBASTIAN COUNTY, ARKANSAS ACCORDING TO PLAT FILED JUNE 26,
1998. (7308 Rogers Avenue)

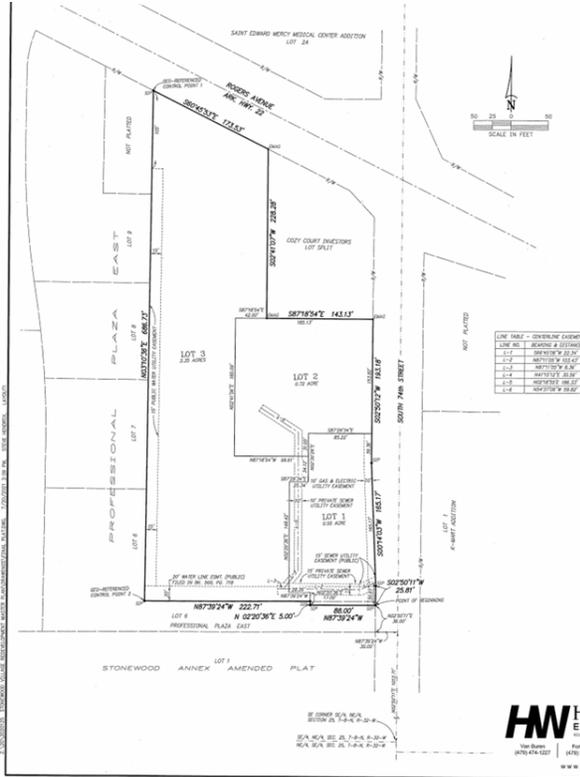
Part of the Northeast Quarter of Section 25, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas being more particularly described as follows: Commencing at an existing concrete nail marking the Southeast corner of said Northeast; thence North 02 degrees 50 minutes 11 seconds East, along the East line of said Northeast Quarter, 1053.71 feet; thence leaving the East line of said Northeast Quarter, North 87 degrees 39 minutes 24 seconds West, along the South line of Lot 2, Cozy Court Investors (filed: August 24, 1977) and the North line of Professional Plaza East (filed March 21, 1988), Additions to the City of Fort Smith, Sebastian County, Arkansas, 340.76 feet to the Southwest corner of said Lot 2, Cozy Court Investors; thence leaving the South line of said Lot 2, Cozy Court Investors and the North line of said Professional Plaza East, North 03 degrees 10 minutes 36 seconds East, along the West line of said Lot 2 Cozy Court Investors and the East line of said Professional Plaza East, 547.00 feet to the Northeast corner of said Lot 10A, of said Professional Plaza East and the point of beginning; thence North 86 degrees 49 minutes 24 seconds West, along the North line of said Lot 10A, Professional Plaza East, 65.00 feet; thence leaving the North line of said Professional Plaza East, North 03 degrees 10 minutes 36 seconds East, along the East line of said Lot 10A, Professional Plaza East, 171.52 feet to a set 1/2 inch rebar on the South right of way line of Arkansas State Highway 22; thence leaving the East line of said Lot 10A, Professional Plaza East, South 60 degrees 45 minutes 53 seconds East, along the South right of way line of said Arkansas Highway 22, 72.36 feet to an existing nail marking the Northwest corner of said Lot 2, Cozy Court Investors; thence leaving the South right of way line of said Arkansas State Highway 22, South 03 degrees 10 minutes 36 seconds West, along the West line of said Lot 2, Cozy Court Investors, 139.73 feet to the point of beginning. Subject to public road rights of way and any easements of record, according to survey by Anderson Surveying Inc. RLS 1272, JOB# 17-3-04

(7310 Rogers Avenue)

LOT 8, PROFESSIONAL PLAZA EAST, AN ADDITION TO THE CITY OF FORT
SMITH, SEBASTIAN COUNTY, ARKANSAS ACCORDING TO PLAT FILED
MARCH 21, 1998.

Stonewood Villages Lots 1, 2, and 3 BEING A REPLAT OF COZY COURT
INVESTORS LOT SPLIT AND PART OF LOT 6, PART OF THE SOUTHEAST
QUARTER OF THE NORTHEAST QUART SMITH, BEING 25, TOWNSHIP 8
NORTH, RANGE 32 WEST, SEBASTIAN COUNTY, ARKANSAS

(7320 Rogers Avenue, 3106 and 3110 South 74th Street) (Filed on 8/11/21 #2021-20911)



Property Description
 City Court Investors Lot Split (Filed for record August 24, 1972) and part of Lot 6 of Professional Plaza East (Filed for record March 21, 1988) within the City of Fort Smith and being a part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 8 North, Range 32 West, Sebastian County, Arkansas, being more particularly described as follows:
 Commencing at the Southeast Corner of said S24, NE/4 of Section 25, thence S02°50'11" W 164.3' along the east line of said S24, NE/4, thence N87°54' E 143.1' to the west right of way line of South 74th Street, thence S02°50'11" W 164.3' along said west right of way line of South 74th Street to the Point of Beginning, thence N87°54' E 143.1', thence S02°50'11" W 164.3' to the south line of said City Court Investors Lot Split, thence N87°54' E 143.1' to the southeast corner of said City Court Investors Lot Split, thence S02°50'11" W 164.3' along the west line of said City Court Investors Lot Split to the southwest right of way line of Rogers Avenue, thence S02°50'11" W 164.3' along said Rogers Avenue right of way line, thence S02°50'11" W 164.3' along the west line of said 100-foot wide alley, thence S02°50'11" W 164.3' to the west right of way line of South 74th Street, thence continuing along said right of way S02°50'11" W 164.3', thence continuing along said right of way S02°50'11" W 164.3' to the Point of Beginning, containing 0.30 acre more or less.

- Notes:
1. Book of Bearings and North Arkansas State Plane Coordinate System, North Zone (SDG) and 41, per UAC's Base Station.
 2. Subject property lies within of an identified flood hazard area, based on FEMA Community Panel No. 081200000C, effective date May 20, 2010.
 3. Particular property corners have been set or noted where conditions allow. SVP indicates a wet 1/2" x 1/2" steel rod with plastic cap stamped "70 1824".

See referenced to the City of Fort Smith's Control System

Parcel Number	Survey	Survey
1	PROB. 18	PROB. 18
2	PROB. 18	PROB. 18

STONEWOOD VILLAGE
 Lots 1, 2 and 3

BEING A REPEAT OF CITY COURT INVESTORS LOT SPLIT AND PART OF LOT 6, PROFESSIONAL PLAZA EAST, ACQUISITION TO THE CITY OF FORT SMITH, BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 32 WEST, SEBASTIAN COUNTY, ARKANSAS

DATE: JULY 2021 SCALE: 1" = 50'

HAWKINS & WEIR ENGINEERS, INC.
 1000 North
 4780 47th Street
 Fayetteville, Arkansas 72704
 (479) 478-4888 (479) 488-2288 (479) 488-4888
 www.hawkins-weir.com



Surveyor Certification
 This is to certify that this plat and survey on which it is based were made in accordance with the minimum standards set forth in Subchapter of Article 10, Chapter 107, Arkansas Minimum Standards for Property Boundary Surveys and Plats by the State of Arkansas Land Survey Division.

PLANNING COMMISSION APPROVAL
 [Signature]

ALLOTTEES: 7320 ROGERS AVENUE, LLC
 [Signature]

STATE OF ARKANSAS
 COUNTY OF SEBASTIAN
 Date and Subscribed before me this August 11, 2021
 My Notary Public: [Signature]
 My commission expires: 04-11-2026



2021-2022
 East Platte of Board
 Paul W. BERRY
 Mayor
 HENRY W. BERRY, Chairman
 BRYAN W. BERRY, Vice Chairman
 TERRY L. BERRY, Member
 PLAT 8497 RECORDED 7/21/21 15.00
 Page 1

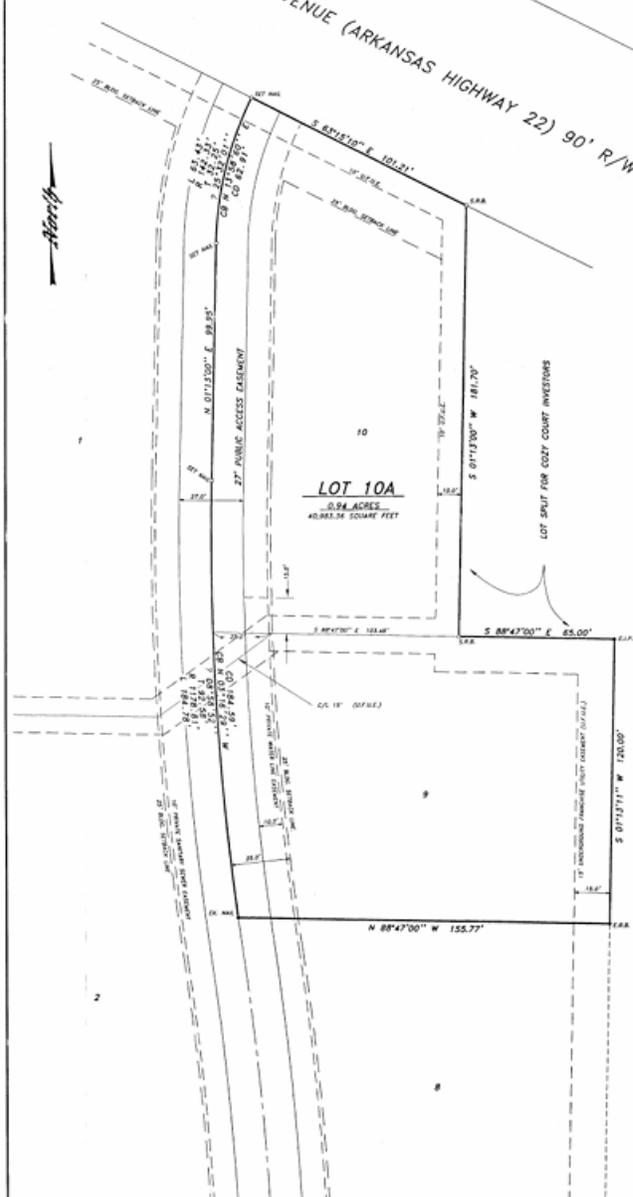
The right-of-way as shown on this plat is hereby dedicated to the City of Fort Smith (CITY) for public use. The easements shown on this plat are hereby granted to the CITY OF FORT SMITH, through its city and other agencies. Any easement designated as a "utility easement" is dedicated to the CITY for the installation, operation, and maintenance of City owned utilities and facilities, including utility lines, operated by utility companies having a franchise agreement with the CITY. The CITY and City Personnel shall not be liable for any damage to or loss of any personal or professional property of any person or entity that may be damaged by the installation, operation, and maintenance of City owned utilities and facilities. The CITY and City Personnel shall not be liable for any damage to or loss of any personal or professional property of any person or entity that may be damaged by the installation, operation, and maintenance of City owned utilities and facilities. The CITY and City Personnel shall not be liable for any damage to or loss of any personal or professional property of any person or entity that may be damaged by the installation, operation, and maintenance of City owned utilities and facilities.

Sullivanfield Land Surveyors P.A.
 We are authorized to perform this service by the State of Arkansas. We are not a law firm and do not provide legal advice. We are not responsible for the accuracy of the information provided to us by others. We are not responsible for the accuracy of the information provided to us by others. We are not responsible for the accuracy of the information provided to us by others.

PROFESSIONAL PLAZA EAST - LOT 10A

Being a Replat of Lots 9 & 10 of Professional Plaza East, An Addition To The City of Fort Smith, Sebastian County, Arkansas.

ROGERS AVENUE (ARKANSAS HIGHWAY 22) 90' R/W



PLANNING COMMISSION APPROVAL:
 Chairman *[Signature]* Date *6-26-97*
 Secretary *[Signature]* Date *6-26-97*

ALLOTTERS:
 By *[Signature]* Date *6-26-97*
 By *[Signature]* Date *6-26-97*

STATE OF ARKANSAS,
 County of *Sebastian* Sworn And Subscribed To By
 This Date *6-26-97*
 Notary Public *[Signature]*
 My Commission Expires *April 1, 2000*

FILED FOR RECORD
 This Day *June 26* 1997
 At *Fort Smith* in *Sebastian* County
 Clerk And Ex-Officio Recorder *[Signature]*
[Signature]

TOTAL ACRES = 0.94
 40,843.56 SQUARE FEET

LEGAL DESCRIPTION
 LOTS 9 AND 10 OF PROFESSIONAL PLAZA EAST
 AN ADDITION TO THE CITY OF FORT SMITH, ARKANSAS

OWNER'S NOTE: This plat was not in violation of the 100-foot front yard setback in the final plat for Professional Plaza East, Addition to the City of Fort Smith, Arkansas, recorded in the Public Records Office of Sebastian County, Arkansas, on 06/26/97, Book 108, Page 108.

	<p>GENERAL</p>	<p>SPECIAL</p>	<p>ADDITIONAL</p>	<p>SURVEYOR'S CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THE HEREIN PLATED AND DESCRIBED SURVEY WAS CONDUCTED UNDER MY SUPERVISION IN THE PRESENCE OF THE PROPERTY OWNERS AND THAT THE DIMENSIONS AND BEARS SET AS SHOWN TO THE BEST OF MY KNOWLEDGE AND ABILITY.</p> <p>THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PERSONS NAMED ON THIS PLAT AND ALSO THOSE WHO WORK HEREON OR SUBSEQUENT TO THE DATE HEREON, WHOSE NAMES ARE SHOWN HEREON AND AS TO THEM I WAIVER THE ACCURACY AND DEFECTS.</p> <p><i>[Signature]</i> Surveyor</p>	<p>REGISTERED PROFESSIONAL LAND SURVEYOR</p> <p>STATE OF ARKANSAS</p> <p>NO. 1111</p> <p>EXPIRES 12-31-99</p>	<p>OWNER: RICH D. LUN 4123 GAINCROFT WAY FORT SMITH, ARKANSAS 72903-8248 TELEPHONE (501) 424-3090</p>
	<p>Scale of Feet ASSUMED N 88°47'00" W ON SOUTH LINE</p>	<p>ADDITIONAL</p>	<p>ADDITIONAL</p>	<p>ADDITIONAL</p>	<p>DATE: 6-26-97 TIME: 11:00 AM PRICE: \$2,500</p>	<p><i>Sullivanfield Land Surveyors P.A.</i> 1100 W. 11th Street, Suite 100 Fort Smith, Arkansas 72903-8248 Phone No. (501) 424-3090 Fax No. (501) 424-3092</p>

Exhibit "D"

Parcels:

16155-0003-00000-00

16155-0004-00000-00

06155-0005-00000-00

16155-0006-00000-00

16155-0007-00000-00

16155-0008-00000-00

16155-0010-00000-00

16156-0001-00000-00

16156-0002-00000-00

16156-0003-00000-00

18883-0000-01309-00

Exhibit B

Fort Smith Use Matrix				Current PZD	W	X	Y	AB	Z	AC	AD	AE	AF	Proposed PZD	
Districts					T	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2		I-3
P = Permitted Use, C = Conditional Use, A = Accessory Use					T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	
Size or density restrictions for any use may be noted in the district															
Residence or Accommodation															
Private Household															
Structure	Single Family building														
	Accessory residential dwelling unit				P	P	P	P	P	P					
	Detached				P										
	Duplex				P										
	Guest house				P										
	Manufactured home				P										
	Mobile home park														
	Mobile home subdivision														
	Row house			P											P
	Zero lot line dwelling unit														
Multifamily development				P		P	P	P	P	P					P
Community residential facility					P	P	P	P	P						
Group home, family				P											
Group home, neighborhood					P	P	P	P	P						
Homeless shelter								C	C	C					
Orphanage					C	C	C	C	C						
Transitional dwelling															
Housing for the Elderly															
Assisted living				C		P	P	P	P	P					
Retirement housing				P		P	P	P	P						
Hotels, Motels, or other Accommodations															
Bed and breakfast inn			P	C	C	P	P	P	P						P
Dormitory, sorority, fraternity					C	C	C	C	C						
Hotel/motel			P				P	P	P						P
Rooming or boarding house					P	P	P	P	C						
General Sales or Services															
Automobile Sales or Service															
Auto & vehicle impoundment or holding yard (no salvage)									C		P	P	P		
Auto and vehicle dealer									P	C	P	P	P		
Auto and vehicle dealer (indoors)			P				P	P	C		P	P	P		P
Auto and vehicle towing (wrecker)									P		P	P	P		
Auto auction											P	P	P		
Auto body shop and paint (new parts)									C		P	P	P		

Exhibit B

	Districts	Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4	Proposed PZD
P = Permitted Use, C = Conditional Use, A = Accessory Use													
	Auto detailing service				C	P	P	P	C	P	P	P	
	Auto glass, muffler, and seatcover shop	P			C	C	C	P		P	P	P	P
	Auto parts and accessories sales	P			C	P	P	P	P	P	P	P	P
	Auto quick lube	P				P	P	P	P	P	P	P	P
	Auto repair	P (no outdoor Storage)						P		P	P	P	P (no outdoor Storage)
	Auto repair or assembly (salvage parts)											P	
	Boat or marine craft dealer							P		P	P	P	
	Car wash - full service	P						P		P			P
	Car wash self-service	P			C	P	P	P	C	P			P
	Gasoline service station	P					P	P		P	P	P	P
	Motorcycle or ATV sales & service	P						P		P	P	P	P
	Tire sales	P (no outdoor Storage)						P		P	P	P	P (no outdoor Storage)
	Truck stop/travel plaza							C		C	C		
Heavy Consumer Goods Sales or Service													
	Agricultural equipment and supplies (sales & service)							P	P	P	P	P	
	Appliance repair - (Large)							P		P	P	P	
	Appliance repair (Small)					P	P	P	P	P	P	P	
	Bus, truck sales and service							P		P	P	P	
	Clothing and personal items (repair)	P			P	P	P	P	P				P
	Commercial, industrial machinery & equipment (sales & service)							P		P	P	P	
	Department store, warehouse club or superstore	P					P	P					P
	Computer and software shop	P		P	P	P	P	P	P	P			P
	Electronics and appliances (new)	P		P	P	P	P	P	P	P			P
	Electronics and appliances (used)	P						P		P			P
	Floor, paint, wall coverings, window treatments	P				P	P	P	P	P			P
	Furniture or home furnishings (new)	P			P	P	P	P	P	P			P
	Furniture or home furnishings (used)	P						P	P	P			P
	Furniture repair and upholstery shop	P						P		P	P	P	P
	Greenhouse (sales)						P	P	P	P			
	Hardware store	P				P	P	P		P			P
	Hardware store (neighborhood)	P			P				P	P			P
	Home improvement center	P					P	P		P			P
	Lawn and garden supplies	P			C	P	P	P	P	P			P
	Locksmith	P		P	P	P	P	P	P	P			P
	Lumber yard and building materials									P	P	P	

Exhibit B

		Districts	Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	Proposed PZD
P = Permitted Use, C = Conditional Use, A = Accessory Use				T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	
	Mall or shopping center	P						P	P					P
	Manufactured home and mobile home sales and service								P		P	P	P	
	Oil and gas equipment (sales and service)										P	P	P	
	Sand, gravel, stone, or earth sales and storage								C		P	P	P	
	Swimming pool sales and supply store (w/o storage yard)	P					P	P	P	P	P			P
	Truck or tractor sales and service facility								P		P	P	P	
Durable Consumer Goods Sales or Service														
	Bait and tackle shop	P					P	P	P	P	P			P
	Bicycle sales and service				C	C	P	P	P	C	P			
	Bicycle sales and service (no outside storage)	P			P	P	P	P	P	P	P			P
	Bookstore	P			P	P	P	P	P	P	P			P
	Bridal shop	P		P	P	P	P	P	P	P	P			P
	Cameras, photographic supplies and services	P		P	P	P	P	P	P	P	P			P
	Clothing, jewelry, luggage, shoes, accessories	P		P	P	P	P	P	P	P	P			P
	Gift shop	P		P	P	P	P	P	P	P	P			P
	Sewing machine store (sales & service)	P				P	P	P	P	P	P			P
	Sporting goods, toys, & musical instruments	P				P	P	P	P	P	P			P
	Thrift store	P (No outdoor Storage)					P	P	P	P	P			P (No outdoor Storage)
Consumer Goods, Other														
	Antique shop	P			P	P	P	P	P	P	P			P
	Art dealers, art studio, galleries, supplies	P			C	P	P	P	P	P	P			P
	Arts and craft shop	P			P	P	P	P	P	P	P			P
	Flea market (indoor)								P	P				
	Flea market (outdoor)										C			
	Florist shop	P			P	P	P	P	P	P	P			P
	Hobby shop	P			P	P	P	P	P	P	P			P
	Office supply store	P					P	P	P	P	P			P
	Pawnshop								P		P			
	Pawnshop (no outside storage)						P	P	P	P	P			
	Tobacco Retailer (Shall not be allowed within 500' of a s	P			P	P	P	P	P	P	P			P
Grocery, Food, Beverage, Dairy														
	Bakery or confectionery shop	P			P	P	P	P	P	P	P			P
	Beer, wine and liquor store (with drive-through)	P				C	P	P	P	P	P			P
	Beer, wine and liquor store (without drive-through)	P				P	P	P	P	P	P			P
	Convenience store (with gasoline sales)	P				C	P	P	P	P	P			P
	Farmer's market	P				P	P	P	P	P	P			P

Exhibit B

		Districts	Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	Proposed PZD	
P = Permitted Use, C = Conditional Use, A = Accessory Use				T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	I-4	
	Fruit and vegetable store		P		C	P	P	P	P	P	P			P	
	Grocery store or supermarket		P		P	P	P	P	P	P	P			P	
	Neighborhood store		P			P	P	P	P	P	P			P	
Health and Personal Care															
	Cosmetics, beauty supplies, and perfume stores		P		P	P	P	P	P	P	P			P	
	Medical appliance services		P			P	P	P	P	P	P			P	
	Optical shop		P		P	P	P	P	P	P	P			P	
	Pharmacy or drug store		P		P	P	P	P	P	P	P	P	P	P	
Finance and Insurance															
	Auto insurance claims office		P			P	P	P	P		P			P	
	Automatic teller machine		P	P	P	P	P	P	P	P	P			P	
	Bank, credit union, or savings institution		P	P	P	P	P	P	P	P	P			P	
	Credit and finance establishment		P	P	P	P	P	P	P	P	P			P	
	Fund, trust, or other financial establishment		P	P	P	P	P	P	P	P	P			P	
	Insurance office		P	P	P	P	P	P	P	P	P			P	
	Investment banking, securities, and brokerages		P	P	P	P	P	P	P	P	P			P	
Rental and Leasing															
	Auto (rental and leasing)								P		P		P		
	Commercial, industrial machinery & equipment								P		P		P		
	Consumer rental center				P	P	P	P	P	P	P				
	Oil and gas field equipment									P	P		P		
	Video, music, software		P		P	P	P	P	P	P	P			P	
Business, Professional, Scientific, and Technical Services															
	Professional Services		P											P	
	Abstract services		P	P	P	P	P	P	P	P	P			P	
	Accounting, tax, bookkeeping, payroll		P	P	P	P	P	P	P	P	P			P	
	Advertising and media services		P	P	P	P	P	P	P	P	P			P	
	Architectural, engineering		P	P	P	P	P	P	P	P	P			P	
	Carpet and upholstery cleaning		P			P	P	P	P	P	P	P	P	P	
	Consulting services		P	P	P	P	P	P	P	P	P			P	
	Extermination and pest control								P		P		P		
	Graphic, industrial, interior design		P	P	C	P	P	P	P	P	P			P	
	Investigation and security services		P				P	P	P	P	P			P	
	Janitorial services						P	P	P	P	P				
	Legal services		P	P	P	P	P	P	P	P	P			P	
	Medical laboratory		P								P	P	P	P	
	Medical laboratory (no animal research/testing)		P				C	C	C	C	P	P	P	P	

Exhibit B

Districts		Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	Proposed PZD
P = Permitted Use, C = Conditional Use, A = Accessory Use			T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	I-4
	Offices, corporate	P	P	P	P	P	P	P	P	P			P
	Offices, general	P	P	P	P	P	P	P	P	P	P	P	P
	Property management services (office only)	P	P	P	P	P	P	P	P	P			P
	Real estate agency	P	P		P	P	P	P	P	P			P
	Travel arrangement and reservation services	P	P		P	P	P	P	P	P			P
	Administrative Services	P											P
	Business support services	P	P	P	P	P	P	P	P	P			P
	Collection agency	P	P	P	P	P	P	P	P	P			P
	Employment agency	P			P	P	P	P	P	P			P
	Employment agency (day labor)							P		P			
	Facilities support services		P	P	P	P	P	P	P	P			
	Office and administrative services	P	P	P	P	P	P	P	P	P			P
	Telemarketer/call center				P	P	P	P	P	P			
	Food Services												
	Bar or tavern	P			C	C	C	P	P	P			P
	Beer garden	P				C	C	C	P	C			P
	Catering service	P			P	P	P	P	P	P			P
	Food distribution center	P								P	P		P
	Microbrewery/microwinery/microdistillery	P			C	C	P	P	P	P	P	P	P
	Mobile food services	P						P		P	P		P
	Restaurant	P			C	P	P	P	P	P			P
	Restaurant (with drive-in services)	P				P	P	P	P	P			P
	Restaurant (with drive-through services)	P			C	P	P	P	P	P			P
	Restaurant (with outdoor dining)	P			C	C	C	C	P	C			P
	Specialty Manufacturing	P			C	C	P	P	C	P			P
	Vending	P						P		P	P		P
	Personal Services												
	Bail bonds office							P	P	P	P		
	Barber shop/salon/spa/massage services	P			C	P	P	P	P	P			P
	Laundry (commercial/industrial)									P	P	P	
	Laundry and cleaning facilities (self-service)				P	P	P	P		P			
	Laundry, cleaner					P	P	P		P			
	Laundry, cleaner (drop-off station)	P			P	P	P	P	P	P			P
	Photocopy shop	P			P	P	P	P	P	P			P
	Photography studio	P			P	P	P	P	P	P			P
	Print shop	P				P	P	P	P	P	P		P
	Shoe repair shop	P			P	P	P	P	P	P			P

Exhibit B

		Districts	Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	Proposed PZD	
P = Permitted Use, C = Conditional Use, A = Accessory Use				T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	I-4	
	Tailor shop		P		P	P	P	P	P	P	P				P
	Tanning salons		P		C	P	P	P	P	P	P				P
	Tattoo/body piercing parlor						P	P	P	P	P				
	Weight loss centers		P			P	P	P	P	P	P				P
Pet and animal services															
	Animal and pet services (indoor)					P	P	P	P	P	P	P	P	P	
	Animal and pet services (outdoor)								P		P	P	P	P	
	Animal shelter							P	P		P	P	P	P	
	Equestrian facilities										P	P	P	P	
	Kennels								P		P	P	P	P	
	Pet cemetery										P	P	P	P	
	Pet shop		P			C	C	C	C		C	C	C	C	P
	Pet supply store		P			C	P	P	P	P	P	P	P	P	P
	Veterinary clinic (no outdoor kennels)		P			P	P	P	P	P	P	P	P	P	P
	Veterinary clinic (with outdoor kennels)								P		P	P	P	P	
Automobile Parking Facilities															
	Parking garage		P				C	C	P	C	P	P	P	P	P
	Parking lot (commercial)		P						P	C	P	P	P	P	P
	Parking lot (off site) (See Section 27-601-11)			C	C	P	P	P	P	C	P	P	P	P	
Manufacturing and Wholesale Trade															
Food, Textiles and Related Products															
	Animal food processing										C	C	P		
	Clothing manufacturing										P	P	P		
	Food and beverage processing										P	P	P		
	Leather and allied products												P		
	Textiles											P	P		
	Tobacco manufacturing											P	P		
Wood, Paper and Printing Products															
	Cabinet and woodwork shop										P	P	P		
	Furniture or home furnishings											P	P		
	Manufacturing, boxes/containers/corrugated										P	P	P		
	Manufacturing, packaging material										P	P	P		
	Paper and printing materials										P	P	P		
	Wood products manufacturing plant											P	P		
Chemicals, Metals, Machinery, and Electronics Mfg.															
	Acid manufacturing													P	
	Asphalt or concrete batching plant (permanent)													P	

Exhibit B

Districts		Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	Proposed PZD
P = Permitted Use, C = Conditional Use, A = Accessory Use			T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4	
	Chemicals, plastics and rubber industry										C	P	
	Electrical equipment, appliance and components mfg.									P	P	P	
	Explosives manufacturing											C	
	Foundary or metal-works facility										P	P	
	Laboratory (manufacturing)									P	P	P	
	Machine, welding, or sheet metal shop									P	P	P	
	Nonmetallic manufacturing										C	P	
	Petroleum and coal products											C	
	Pharmaceutical manufacturing									P	P	P	
	Refinery											C	
	Tire retreading											P	
Miscellaneous Manufacturing													
	Auto manufacturing										P	P	
	Barge and ship manufacturing											P	
	Boat manufacturing									P	P	P	
	Dolls, toys, games, musical instruments									P	P	P	
	Jewelry and silverware									P	P	P	
	Manufacturing, batteries									P	P	P	
	Manufacturing, fibergass										P	P	
	Manufacturing, foam products										P	P	
	Manufacturing, heavy											P	
	Manufacturing, light									P	P	P	
	Manufacturing, medium										P	P	
	Manufacturing, motors, drives, and generators										P	P	
	Office supplies									P	P	P	
Wholesale Trade Establishment													
	Durable goods							P	P	P	P	P	
	Electrical, plumbing, heat & air conditioning									P	P	P	
	Nondurable goods							P	P	P	P	P	
Warehouse and Storage Services													
	Auto salvage yard											P	
	Building materials salvage yard										P	P	
	Bulk petroleum storage											P	
	Container storage							P		P	P	P	
	Mini storage warehouse (climatized) See Section 27-707												DP
	Mini storage warehouse (Non-climatized) See Section 27-707												DP
	Packaging and distribution center									P	P	P	

Exhibit B

		Districts	Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4	Proposed PZD
P = Permitted Use, C = Conditional Use, A = Accessory Use				T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4	
	Petroleum distribution facility										C	P	P	
	Portable storage Unit								P		P	P	P	
	Vehicle storage yard								P		P	P	P	
	Warehouse										P	P	P	
Transportation, Communication, Information and Utilities														
Transportation Services														
	Airport										P	P	P	
	Bus station and terminal								C	C	C	C	C	
	Courier and messenger services					C	P	P	P	P	P	P	P	
	Ferry boat facility										P	P	P	
	Heliport						A	A	A	A	P	P	P	
	Limousine service								P	C	P	P	P	
	Mail services				C	C	P	P	P	P	P	P	P	
	Marina										P	P	P	
	Motor freight terminal										P	P	P	
	Moving and storage										P	P	P	
	Moving company								P		P	P	P	
	Pipeline transportation											P	P	
	Port facility											P	P	
	Rail transportation									P	P	P	P	
	Taxicab service								P		P	P	P	
Communications and Information														
	Commercial communication towers	P			C	C	P	P	P	C	P	P	P	P
	Data processing facility	P				C	P	P	P	P	P	P	P	P
	Motion pictures and sound recording studios	P					P	P	P	P	P	P	P	P
	Printing commercial/industrial										P	P	P	
	Telecommunications and broadcasting studios	P					P	P	P	P	P	P	P	P
Utilities and Utility Services														
	Amateur radio transmitting towers				C	C	P	P	P	C	P	P	P	
	Electric power plant										C	C	P	
	Hazardous waste treatment and disposal												C	
	Incinerator												C	
	Nuclear power plant												C	
	Radio, television, and microwave transmitting towers	P				C	P	P	P	C	P	P	P	P
	Recycling center										C	P	P	
	Recycling collection station					C	C	C	C	C	P	P	P	
	Sanitary landfill												P	

Exhibit B

		Districts	Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4	Proposed PZD
P = Permitted Use, C = Conditional Use, A = Accessory Use				T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4	
	Solid waste collection											P	P	
	Utility shop, storage yard or building								C		P	P	P	
	Utility substation			C	C	C	C	C	C	C	P	P	P	
	Wastewater treatment plant											P	P	
Arts, Entertainment, and Recreation														
Performing Arts or Supporting Establishments														
	Drive-in theater								C		C			
	Movie theater	P						P	P	P	P			P
	Performance theater	P						P	P	P	P			P
	Carnival or circus (temporary with permit)	P				P	P	P	P	P	P	P		P
	Fairground/rodeo ground								P		P	P		
Museums and Other Special Purpose Recreational Institutions														
	Historical or archaeological institution	P								C	C			P
	Museum	P				C	C	C	C	P	C			P
	Zoos, botanical gardens, arboreta	P							C	P	C	C		P
Amusement, Sports, or Recreation Establishment														
	Amusement center (indoor)	P				P	P	P	P	P	P			P
	Amusement center (outdoor)								C	C	C	C		
	Convention/Event center	P				C	C	P	P	P	P			P
	Bingo parlor							P	P	P	P			
	Casino gaming business										C	C	C	
	Country club			C	C	C	C	C	C					
	Dance hall/night club							P	P	P	P			
	Private club	P						P	P	P	P			P
	Race track											C	C	
Fitness, Recreational Sports, Athletic Club														
	Bowling alley	P				C	P	P	P	P	P			P
	Community recreation center				C	C	C	C	C	C	C			
	Driving range (outdoor)							C	P	P	P	P	P	
	Golf course				C	C	C	C	C		C	C	C	
	Pistol Range (Indoor)	P							C	C	C	C	C	P
	Health club	P				C	C	P	P	P	P	P		P
	Fitness studio	P				P	P	P	P	P	P			P
Indoor Games Facility														
	Miniature golf course	P					P	P	P	P	P			P
	Pool hall	P				C	C	C	P	P	P			P
	Sexually oriented business (see Ft. Smith Muni. Code Sec.14-141)								P			P	P	

Exhibit B

		Districts	Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-2	I-3	I-4	Proposed PZD
P = Permitted Use, C = Conditional Use, A = Accessory Use															
	Skating rink		P	T1,2,3				P	P	P	P				P
	Sports complex/athletic field								C	C	C	C			
	Swimming pool					C	C	C	P	C	C				
	Water park								C		C				
Camps, Camping, and Related Establishments															
	Camps, camping, and related establishments								C		P	P			
Natural and Other Recreational Parks															
	Park or playground (public and nonpublic)		P	C	C	C	C	C	C	C	C	C			P
Education, Public Administration, Health Care and Other Institutions															
Educational Services															
	College, university, or seminary		P	C		C	C	C	C	C	C				P
	Fine art and performance education		P	C	C	C	C	C	C	C	C				P
	Library or public arts complex		P	C	C	C	C	C	C	C	C				P
	Nursery school		P	C	C	C	C	C	C	C	C				P
	Preschool		P	C	C	C	C	C	C	C	C				P
	Primary and secondary school		P	C		C	C	C	C	C	C				P
	School, business professional		P	C	C	C	C	C	C	C	C				P
	School, technical or trade							C	C	C	C		C		
Public Administration - Government															
	Criminal justice facility									C	C	C			
	Detention facility									C	C	C			
	Government office		P		P	P	P	P	P	P	P				P
Public Safety															
	Emergency response station			C	P	P	P	P	P	C	P	P	P		
	Fire and rescue station			C	P	P	P	P	P	P	P	P	P	P	
	Police station				C	C	C	C	C	C	C	C	C		
	Police substation (no incarceration)		P	C	P	P	P	P	P	P	P	P	P		P
Health and Human Services															
	Community health and welfare clinic						C	C	C	C	C				
	Diagnostic laboratory testing facility		P	C		C	C	C	P	C	P				P
	Doctor office and clinic		P	P		P	P	P	P	P	P	P			P
	Hospice residential care facility			P		P	P	P	P	P	P				
	Hospital			C		P	P	P	P	P	P				
	Mental health hospital			C		C	C	C	C	C	C				
	Nursing home			C		C	C	C	C						
	Substance abuse treatment facility			C		C	C	C	C						
Social Assistance, Welfare, and Charitable Services															
				C											

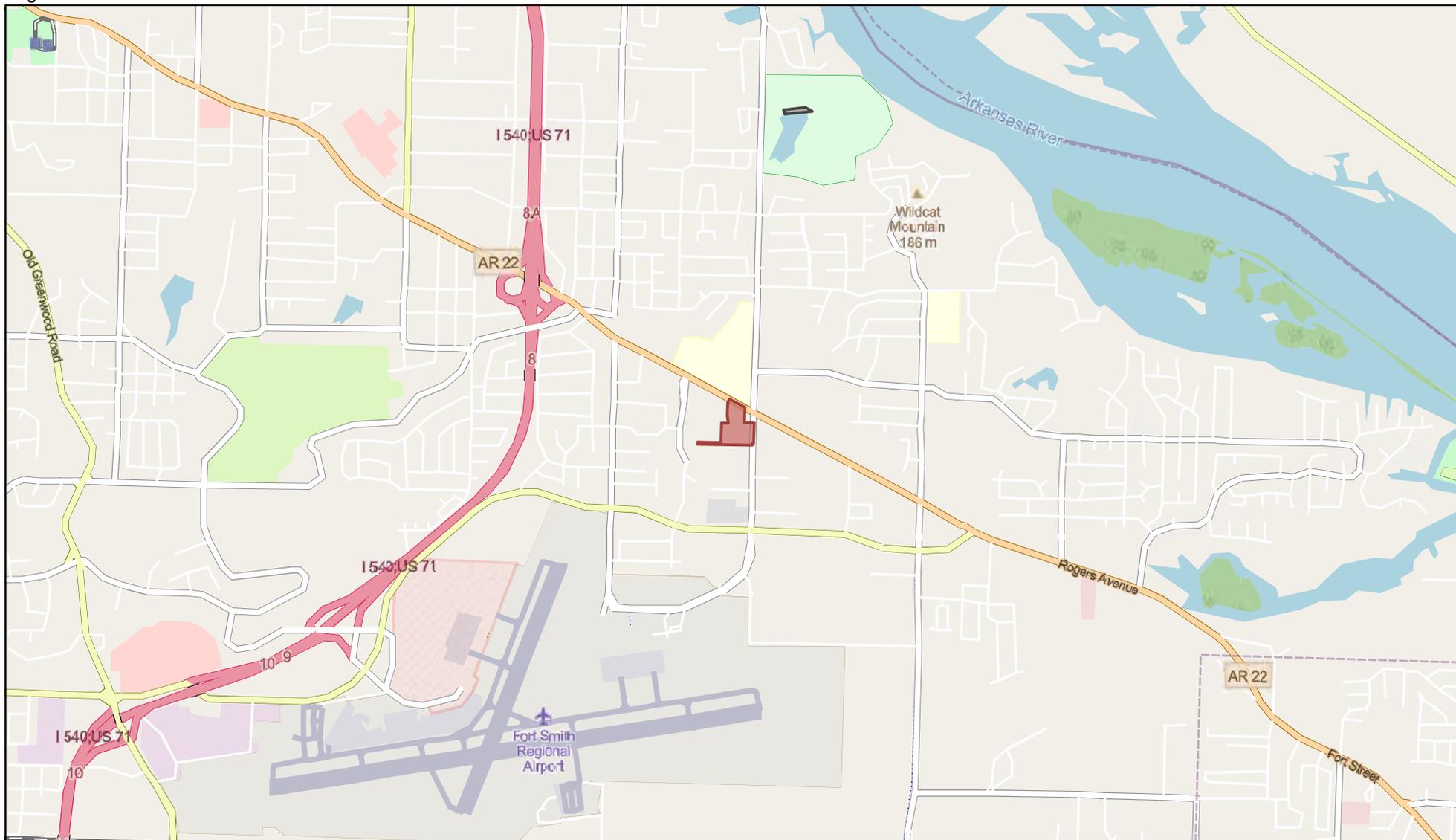
Exhibit B

		Districts	Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	Proposed PZD
				T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	I-4	
P = Permitted Use, C = Conditional Use, A = Accessory Use														
		Child and youth services (office)			P	P	P	P	P	P				
		Day care Home (12 or less)		C										
		Day care center				C	C	C	C	C	C	C		
		Shelter for abused persons				C	C	C	C	C	C			
		Community food services							C	C	C			
		Emergency and relief services					P	P	P		P			
		Family support services							P	P	P			
		Senior citizen center	P	C	C	C	C	C	C	C	P			P
		Vocational rehabilitation							C		C	C		
		Religious Institutions												
		Church, synagogue, temple, mosque		C	C	C	C	C	C	C	C			
		Rectory, convent, monastery		C	A	A	A	A	A	A	A			
		Note: educational/hospital facilities owned or run by religious institutions are classified by use not ownership												
		Wedding chapel				P	P	P	P	P	P			
		Death Care Services												
		Cemetery, mausoleum, crematorium, funeral home, & mortuary				C	C	C	C		C			
		Monument (manufacturing)									P	P		
		Monument (sales)				P	P	P	P		P	P		
		Associations, Nonprofit Organizations												
		Lodge or fraternal organization				C	C	C	C	C	P	P		
		Construction-Related Businesses												
		Contractor's office	P	P	P	P	P	P	P	P	P	P	P	P
		Contractor's shop and storage yard							C		P	P	P	
		Glass sales and service	P						P		P	P	P	P
		Landscaping contractor							C		P	P	P	
		Sign contractor	P (no outdoor storage)						C		P	P	P	P (no outdoor storage)
		Mining and Extraction Establishments												
		Coal mining											C	
		Metallic mining										C	P	
		Non-metallic manufacturing and mining										C	P	
		Agriculture, Forestry, Fishing, and Hunting												
		Grain storage and processing										C	P	
		Livestock yard, feed lot, holding pens, and auction facility										C	C	
		Commercial grower									P	P	P	
		Tanning and Slaughtering of Animals or Fowl												

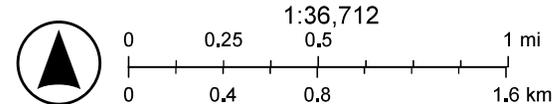
Exhibit B

				Districts	Current PZD	T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	Proposed PZD
P = Permitted Use, C = Conditional Use, A = Accessory Use						T	C-1	C-2	C-3	C-4	C-5	C-6	I-1	I-2	I-3	
			Animal slaughter and processing			T1,2,3	C-1	C-2	C-3	C-4	C-5	C-6	I-1,2	I-3	C	C
Note: Section 4-5 of the Fort Smith Municipal Code prohibits the collection or keeping of hogs or swine within the Fort Smith city limits																
Forestry and Logging																
Fishing, Hunting and Trapping, Game Preserves																
			Taxidermy shop								P		P	P		
MISC																
			Food Trucks													P

Rezoning #2-1-26 - A request by Stuart Ghan, owner, from a Planned Zoning District (PZD) to a Planned Zoning District (PZD) by classification at 7308, 7310, 7316, and 7320 Rogers Avenue and 3106 and 3110 South 74th Street.



12/19/2025, 2:59:45 PM



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

Rezoning #2-1-26 - A request by Stuart Ghan, owner, from a Planned Zoning District (PZD) to a Planned Zoning District (PZD) by classification at 7308, 7310, 7316, and 7320 Rogers Avenue and 3106 and 3110 South 74th Street.



12/19/2025, 2:57:59 PM

 Parcels

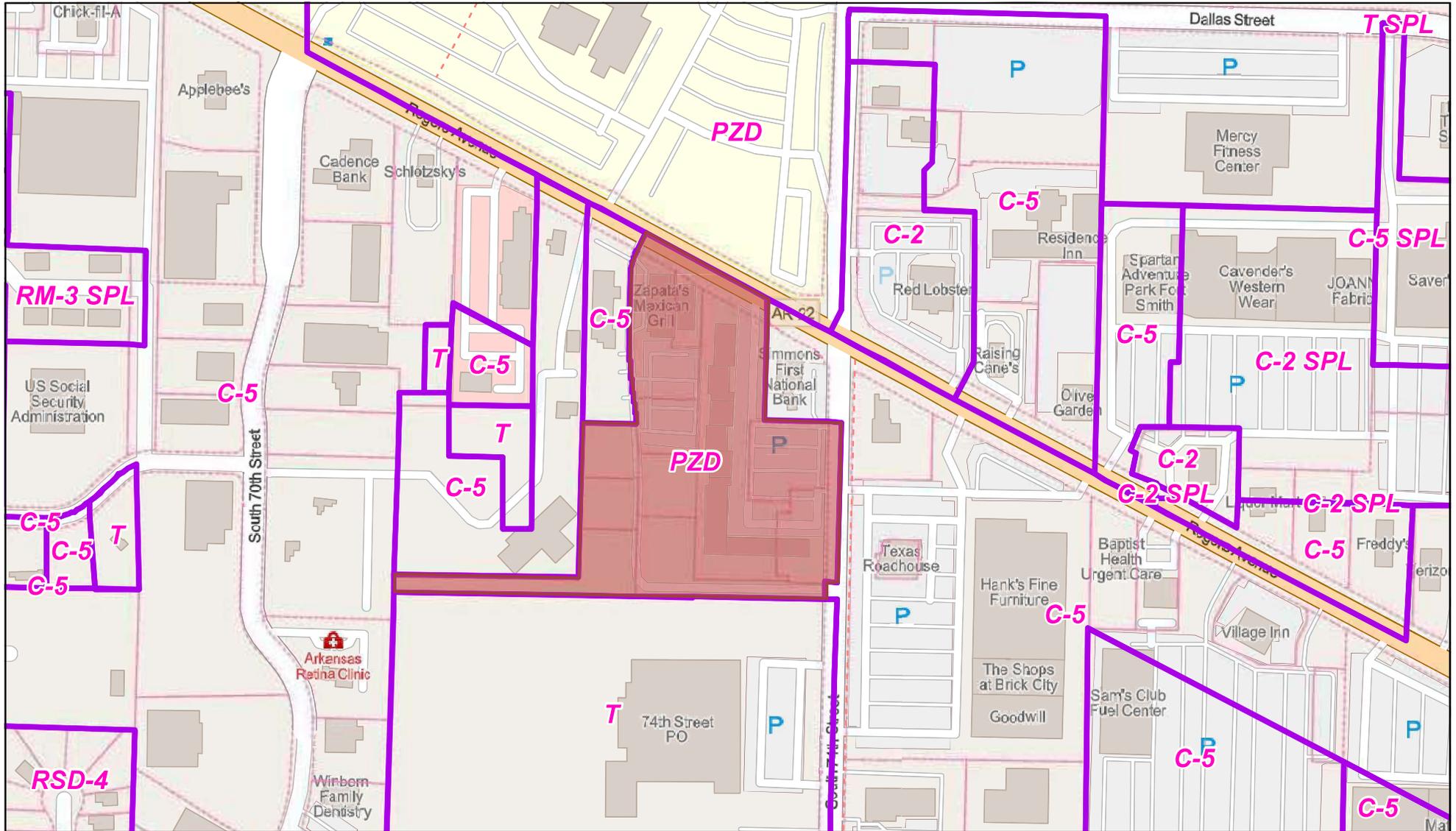
Roads



1:4,514
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km

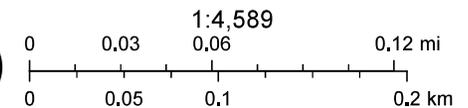
Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

Rezoning #2-1-26 - A request by Stuart Ghan, owner, from a Planned Zoning District (PZD) to a Planned Zoning District (PZD) by classification at 7308, 7310, 7316, and 7320 Rogers Avenue and 3106 and 3110 South 74th Street.



12/19/2025, 2:56:19 PM

- Zoning
- Parcels



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



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Maggie Rice, Deputy City Administrator
DATE: January 15, 2026
SUBJECT: Master Land Use Plan Amendment #1-1-26 from Residential Detached and Commercial Neighborhood to Mixed-Use Employment, Rezoning #1-1-26 from Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5) to Planned Zoning District (PZD) at 1520, 1524, 1530 North Greenwood Avenue and 1525 and 1531 May Avenue

SUMMARY

On January 13, 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 1.03 acres, is located on the east side of North Greenwood Avenue and west side of May Avenue, south of North O Street. The proposed Master Land Use Plan Amendment to Mixed-Use Employment and zoning to Planned Zoning District will allow for a PZD containing two-character areas known as Character Area A and Character Area B. Character Area A includes 1520, 1524, & 1530 North Greenwood Avenue and contains uses compatible with existing land uses along North Greenwood Avenue. Character Area A uses include bridal shop, gift shop, auto dealer, auto parts and accessories sales, and indoor tire sales. Character Area B includes 1525 & 1531 May Avenue and permits specific, more intensive automotive-related uses that are less compatible with the North Greenwood Avenue corridor. Character Area B permits commercial heavy land uses such as auto detailing, auto body and paint shop, auto repair, and an auto glass, muffler, and seat cover shop.

A neighborhood meeting was held on January 8, 2026. No neighboring property owners were in attendance. At the Planning Commission meeting, Dana Roza was present to represent these applications. There were none present to speak in favor or opposition of the items.

The Planning Commission voted nine (9) 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. [Ordinance_1520_N_Greenwood.pdf](#)
2. [Backup Greenwood PZD.pdf](#)

ORDINANCE NO. _____

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

WHEREAS, the City Planning Commission has held a public hearing to consider request No. 1-1-26 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 January 13, 2026, that said change be made; and,

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.

WHEREAS, the City Planning Commission has heretofore held a public hearing to consider request No. 1-1-26 to rezone certain property, and, having considered said request, recommended on January 13, 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 Detached and Commercial Neighborhood to Mixed-Use Employment and the Master Land Use Plan Map is hereby amended to reflect said amendment to-wit:

Lots 5, 6, 7, 19, 20 and Tract A, Block 2 Brun’s Addition, Fort Smith, Sebastian County, Arkansas,

more commonly known as 1520, 1524, 1530 North Greenwood Avenue and 1525 and 1531 May Avenue.

SECTION 2: The real property described in Section 1 is hereby rezoned from Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5) 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 zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

SECTION 3: It is hereby found and determined that the adoption of the amendments to the Master Land Use Plan Map and 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 the 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 2ND ST
JANUARY 13, 2026
5:30 P.M

- 5. Master Land Use Plan Amendment #1-1-26 – A request by Dana Roza, agent for Samuel and Petra Salas, for a Master Land Use Plan amendment from Commercial Neighborhood and Residential Detached to Mixed Use Employment in a proposed Planned Zoning District (PZD) at 1520, 1524, and 1530 North Greenwood Avenue, and 1525 and 1531 May Avenue.**

Chairman McCaffrey introduced items 5 and 6 as companion items. Mr. Herndon delivered the staff report indicating the subject property was located on the east side of North Greenwood Avenue located south of North O Street, between North Greenwood Avenue and May Avenue. He said that the applicant is requesting a Master Land Use Plan amendment to Mixed Use Employment to accommodate a proposed PZD zoning district that will contain a mix of heavy commercial land uses and retail land uses.

Mr. Dana Roza was present to represent the item. There were none to speak in favor or opposition of the item.

Chairman McCaffrey called for a motion on item 5. Commissioner Hanna moved, seconded by Commissioner Newton, to approve with staff comments.

Chairman McCaffrey called for a vote on item 5. The vote was nine (9) in favor and zero (0) opposed.

- 6. Rezoning #1-1-26 – A request by Dana Roza, agent for Samuel and Petra Salas, for a zone change from Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5) to a Planned Zoning District (PZD) at 1520, 1524, and 1530 North Greenwood Avenue, and 1525 and 1531 May Avenue.**

Mr. Herndon delivered the staff report indicating the subject property was located on the east side of North Greenwood Avenue located south of North O Street, between North Greenwood Avenue and May Avenue. He said that the owner is requesting a zone change with two character areas known as Character Area A and Character Area B. The PZD will also allow for the previously demolished single-family residential lot, located in Character Area A, to be utilized for auto vehicle dealer display parking lot and allow for the two parcels, within Character Area B, to be utilized as an auto body shop, auto repair, and other uses listed within the land use chart.

Mr. Dana Roza was present to represent the item. There were none to speak in favor or opposition of the item. Commissioner Wilson questioned why a PZD is being requested instead of a conventional zone change and if a doing a conventional zoning change, what zone would accommodate the proposed uses. Mr. Herndon stated that a PZD would

enable the Planning Department to selectively remove some items that are allowed in C-5 and to segregate the areas of intensity within the PZD by providing Character Areas A & B. Commissioner Wilson asked if an autobody shop would be allowed in C-5 or in I-1. Mr. Miller stated that an autobody shop would require a Conditional Use approval in C-5 zone and is permitted by right within the I-1 zone. Commissioner Wilson asked if the Master Land Use Plan amendment would amend the residential lot to be commercial. Mr. Miller stated that it would amend all of the lots to mixed use development. Commissioner Hanna asked if this item was approved, could the applicant decide to put in an autobody shop where the parking lot is in the future. Mr. Miller and Ms. Maggie Rice confirmed that the parking lot could not be used for an auto body shop. Ms. Rice further explained that only certain items would be allowed in the two different character areas as shown in the land use chart. Ms. Rice stated that autobody shops are only allowed in Character Area B that fronts May Street. She explained that the planning department chose a PZD because it afforded the surrounding neighborhood a few more protections than what a conventional zone provides if approved.

Chairman McCaffrey voiced a concern about a creeping effect of future demolitions and the reason behind the demolition. Mr. Herndon explained the history of the recently demolished house and stated that it was blighted resulting in the demolition.

Chairman McCaffrey called for a motion on item 6. Commissioner Marshall moved, seconded by Commissioner Newton, to approve with staff comments. The vote was nine (9) in favor and zero (0) opposed.



**Fort Smith
Planning Commission**

Item Number: MLUPA #1-1-26

Hearing Date: January 13, 2026

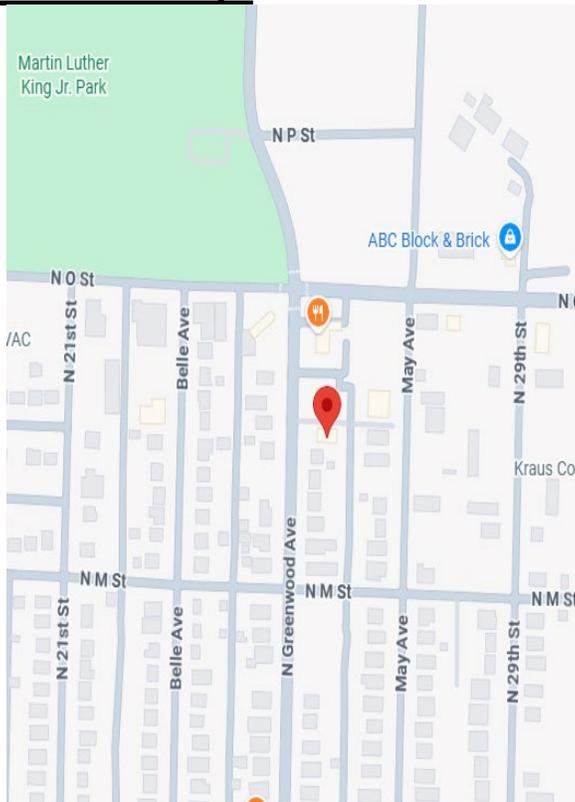
Report Prepared by:

Planning Staff

Owner and Applicant Information:

Applicant: Dana Roza,
Satterfield Land Surveyors, PA
Owner: Samuel and Petra Salas

Location Map:



Applicant Proposal:

Address: 1520,1524,1530 North Greenwood Avenue and 1525 and 1531 May Avenue

Present Use: Retail Sales, Auto Parts and Accessories, Insurance Office and Auto Sales

Summary: Master Land Use Plan map amendment from Commercial Neighborhood and Residential Detached to Mixed-Use Employment

Total Tract Size: 1.03 Acres

Location: East side of North Greenwood Avenue, south of North O Street between North Greenwood Avenue and May Avenue

Existing Zoning:

RM-3

Master Land Use:

Commercial Neighborhood and Residential Detached

Staff Recommendation:

Approval

**Master Land Use Plan
Amendment**

Memo

To: City Planning Commission
From: Planning Staff
Date: January 13, 2026
Re: Master Land Use Plan Amendment #1-1-26 – A request by Dana Roza, agent for Samuel and Petra Salas, for a Master Land Use Plan amendment from Commercial Neighborhood and Residential Detached to Mixed Use Employment in a proposed Planned Zoning District (PZD) at 1520, 1524, and 1530 North Greenwood Avenue, and 1525 and 1531 May Avenue.

The Planning Department is in receipt of an application from Dana Roza, agent for Samuel and Petra Salas, to amend the Master Land Use Plan Map from Commercial Neighborhood and Residential Detached to Mixed-Use Employment to accommodate a proposed PZD zoning request. The subject property is on the east side of North Greenwood Avenue located south of North O Street, between North Greenwood Avenue and May Avenue. The tract contains 1.03 acres with 200 feet of street frontage on North Greenwood Avenue and 150 feet of street frontage on North May Avenue.

The property is currently zoned Commercial Heavy (C-5) and Residential Multifamily Medium Density (RM-3). A companion zoning application requests a PZD zoning district. 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

Direction	Land use	Master Land Use Classification
North	Mixed Use Commercial Retail Center	Commercial Neighborhood
East	Contractor’s Shop and Storage Yard	Residential Detached
South	Single Family Residential	Commercial Neighborhood and Residential Detached
West	Single Family Residential & Carpet Cleaning Business	Commercial Neighborhood

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies North Greenwood Avenue as a Minor Arterial, and May Avenue as a local road.

EXISTING MASTER LAND USE PLAN

The Master Land Use Plan classifies most of the property as Commercial Neighborhood. This classification is intended to provide convenience goods and services in a residentially compatible design, for surrounding neighborhoods, and to provide appropriate uses for sites on arterials and collectors unsuitable for residential development due to lot configuration, safety and noise.

A small portion of the property is classified as Residential Detached. This classification is intended to create and maintain stable neighborhoods, provide safe, attractive family environments, and protect property values.

PROPOSED MASTER LAND USE PLAN

The proposed Land Use classification of Mixed-Use Employment is described as follows:

Mixed Use Employment, predominantly employment (office/retail), is intended to provide for a dense, compatible mix of retail, residential, and employment activities designed for all modes of transportation.

CHARACTERISTICS AND USE

Criteria for Designation:

Compliance Noted

- | | |
|-------------------------------------------------------------------------------------------------------------------|-----|
| • Compatible with and complimentary to surrounding uses. | Yes |
| • Located on high volume arterials and collectors | Yes |
| • Located as a cluster of like services | Yes |
| • Accessible by most modes of transportation | Yes |
| • Appropriately located for minimum impact of adjacent uses, and by volume of activity and trips generated by use | Yes |

NEIGHBORHOOD MEETING

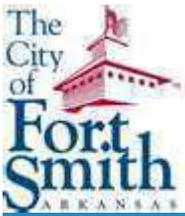
A neighborhood meeting took place at 5:30pm, Wednesday, January 8, 2026, at 1530 Greenwood Avenue. The agent, applicant, and interested family members attended the meeting in support of the proposal. No neighboring property owners attended the meeting. A copy of the attendance record is attached.

STAFF COMMENTS

The applicant is requesting a Master Land Use Plan amendment to Mixed Use Employment to accommodate a proposed PZD zoning district that will contain a mix of heavy commercial land uses and retail land uses. The proposed Mixed-Use Employment is appropriate for the proposed PZD rezoning and is also appropriate for the existing zone.

STAFF RECOMMENDATION

Staff recommends approval.



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: Samuel & Petra Salas

Name: Dana Roza

E-mail: salas_s@att.net

E-mail: droza@slsurveying.com

Address: 4520 N "N" St, Ft. Smith, AR 72904

Address: P.O. Box 640, Alma, AR 72921

Phone: 479-926-7232

Phone: 479-632-3565

Fax:

Fax:

Site Address / Location: 1520, 1524, 1530 N Greenwood Ave & 1525, 1531 May Ave

Surrounding Property

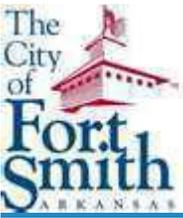
Current Land Use:

North Commercial

South Residential

East Commercial

West Commercial / Residential



MLUP Application

Current MLUP Classification:

Requested MLUP Classification:

Existing MLUP Classification:

North

South

East

West

Existing Zoning Classification:

North

South

East

West

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:

North Greenwood Ave borders the property to the West, and North May Ave borders the property to the East, with a gravel platted alley bisecting the property.

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:

There is existing water service along both North Greenwood Ave and North May Ave and existing sewer service along the platted alley. Electric, communications, and gas service are available along the platted alley.

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:

There are no future plans for new buildings or building expansions at this time. There are plans to build a parking lot on the empty lot at 1520 North Greenwood Ave.

7. Identify any known or anticipated environmental concerns:

None

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 Dana Roza to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

NAMES OF ALL OWNERS.

1.	Samuel Salas
2.	Petra Salas
3.	
4.	
5.	
6.	
7.	
8.	
9.	

SIGNATURE OF ALL OWNERS.

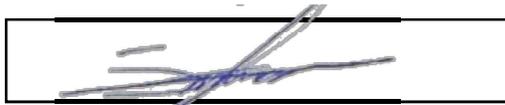



This form is necessary only when the person representing this request does not own all the property.

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)

11/09/2025

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.

The individuals below attended the Salas MLUPA and PZD proposal meeting. No neighboring residents or owners attended, other than Salas family members. All parties present were in support of the proposed amendment and zoning district. Also present were an owners' representative and a City staff member.

Attendance List for Neighborhood Meeting

List the names, addresses telephone numbers and email of all residents/property owners who attended the meeting.

Meeting Location

1530 N. Greenwood Ave.

Meeting Time & Date

5:30 pm, Jan. 8, 2025

Meeting Purpose

MLUP and PED applications

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Email</u>
Tim Herndon	City of Ft Smith	(479) 784-2210	tim.herndon@fortsmithar.gov
Dana Roza	Salter Field Surveyors	903-306-3565	
Manuel Salas	5018 Wirsing Ave.	(479) 719-6542	manuel.salas@yahoo.com
Haron Chavez	910 Burkhead Rd	479 420 5650	Ara831@gmail.com
Samuel Salas Jr.	5100 Wirsing Ave.	(479) 719-5810	1b2_458@yahoo.com
Samuel Salas	4520 N. N St	(479) 414-2283	Salas_S@att.net
Petra Salas	4520 N. N St	(479) 561-8375	DulcenaAnais@att.net
Vanessa Salas	5018 Wirsing Ave	479-561-0505	solisv2023@gmail.com



Satterfield Land Surveyors P.A., Copyright 2025

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A.. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

94

SEBASTIAN COUNTY, ARKANSAS
VICINITY MAP OF

**LOTS 5, 6, 7, 19, 20 & TRACT A, BLOCK 2, BRUN'S
ADDITION TO THE CITY OF FORT SMITH, ARKANSAS**

FOR USE BY: SAMUEL & PETRA SALAS

DRAWN BY:	D.E.R.
SCALE:	N.T.S.
DATE:	11/14/25
JOB NO.	49,421

Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: <http://www.slsurveying.com>

1520 N. Greenwood Ave.

1/14/25

Existing Land Use: Commercial Neighborhood

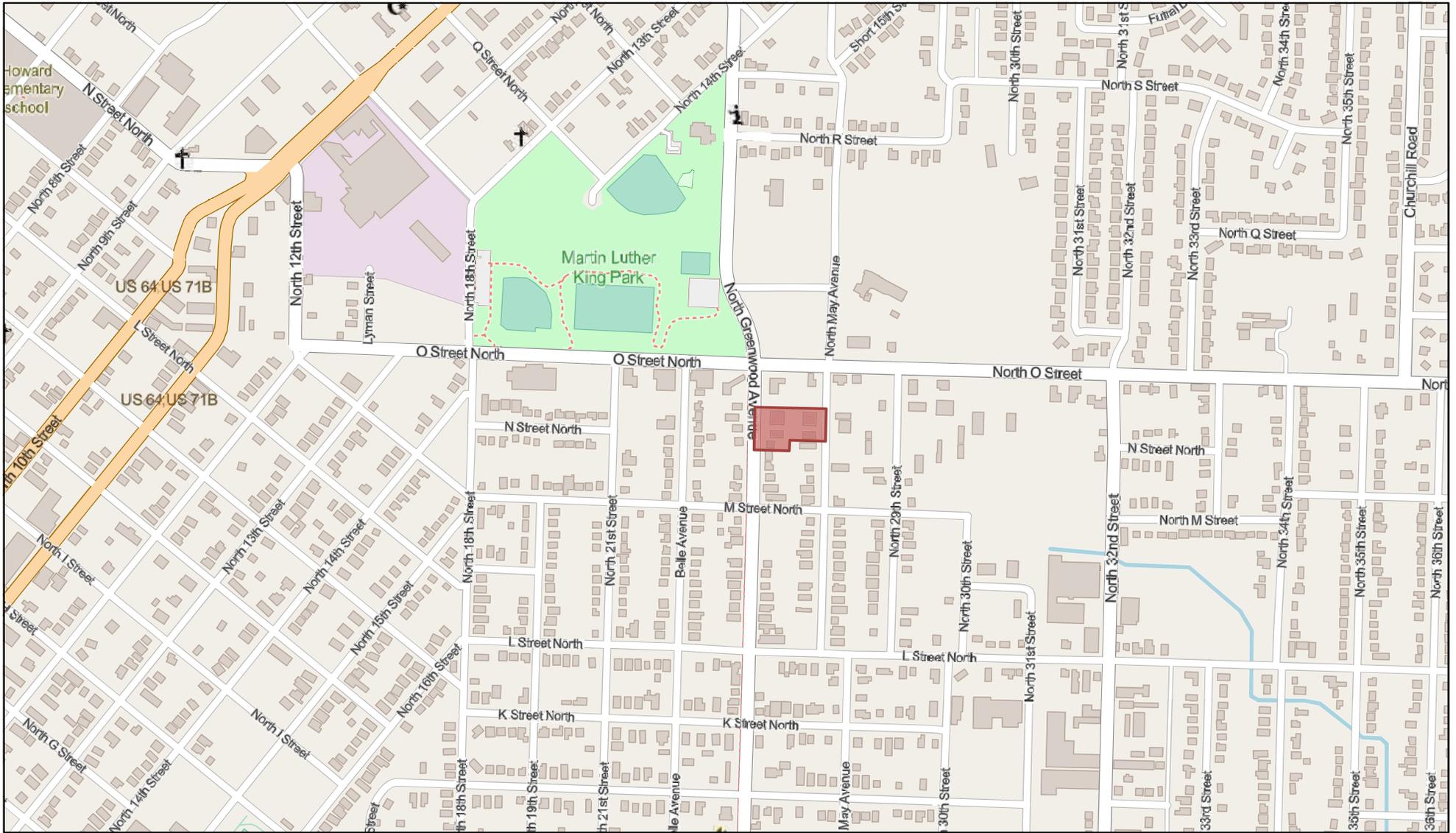


Existing Zoning: RM-3 & C-5

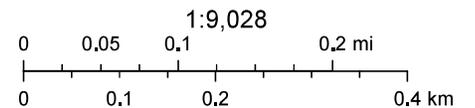
Proposed Zoning: PZD



Applicant's initial request was to rezoning [light blue outline] from RM-3 to C-5. Planning Office recommended zoning larger area [dark blue outline] to PZD.

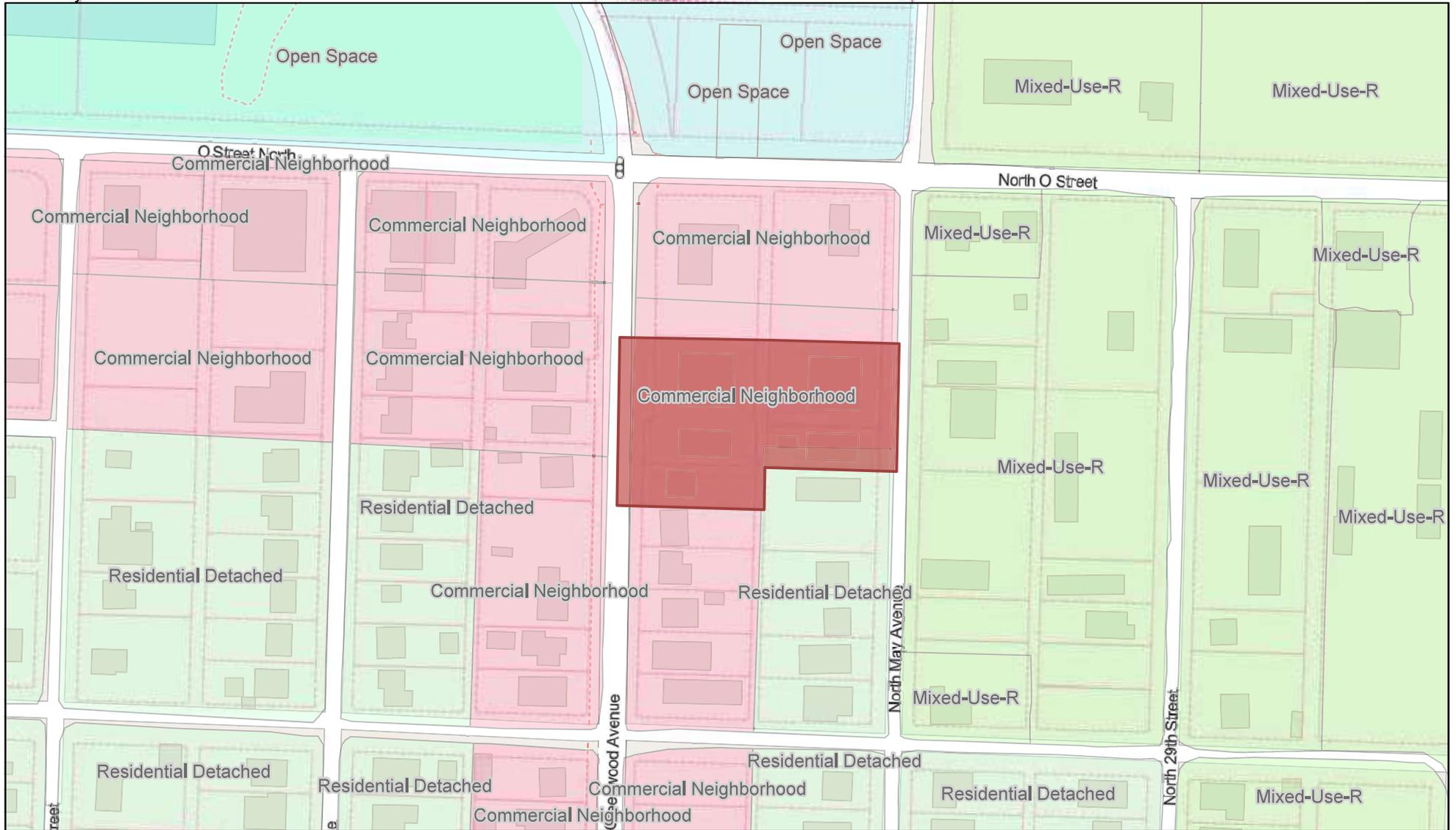


12/19/2025, 1:04:41 PM

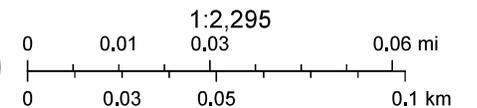


Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Master Land Use Plan Amendment #1-1-26 – A request by Dana Roza, agent for Samuel and Petra Salas, for a Master Land Use Plan amendment from Commercial Neighborhood and Residential Detached to Mixed Use Employment in a proposed Planned Zoning District (PZD) at 1520, 1524, and 1530 North Greenwood Avenue, and 1525 and 1531 May Avenue.



12/19/2025, 3:44:07 PM

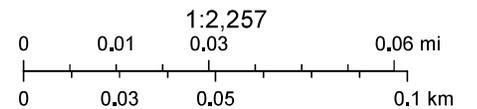


Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

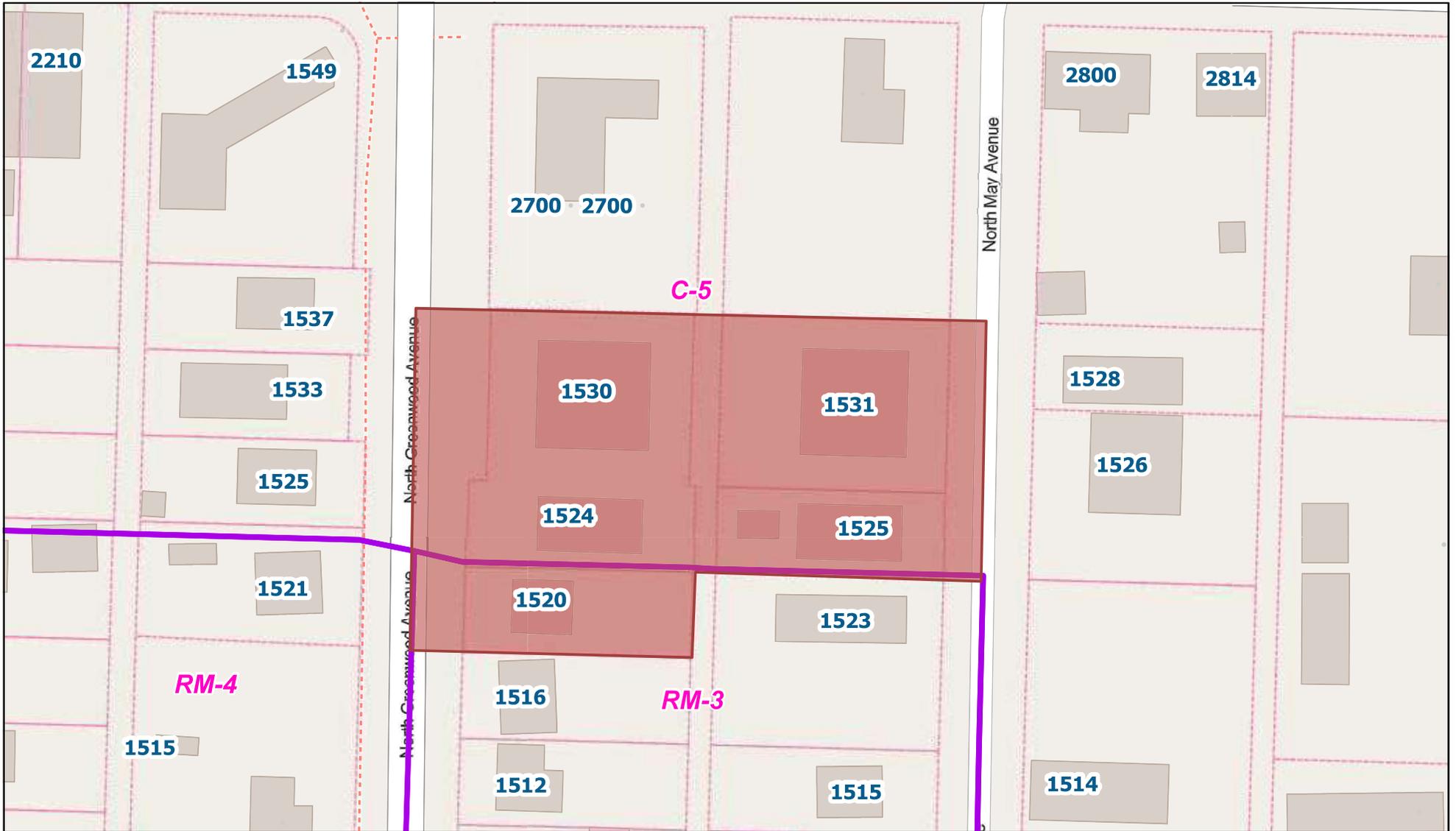


12/19/2025, 12:59:25 PM

-  Parcels
-  Roads

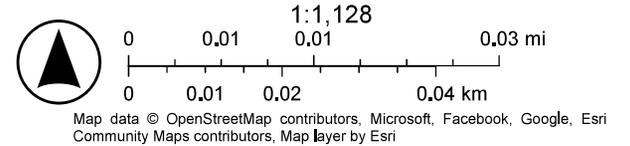


Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri



12/19/2025, 1:03:08 PM

-  Zoning
-  Addresses
-  Parcels





**Fort Smith
Planning Commission**

Item Number: PZD Rezoning #1-1-26

Hearing Date: January 13, 2026

Report Prepared by:

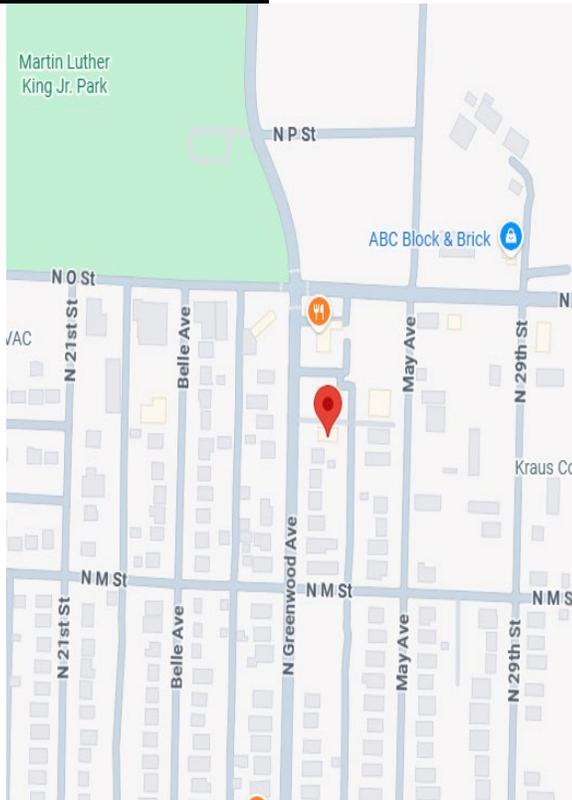
Planning Staff

Owner and Applicant Information:

Applicant: Dana Roza with Satterfield Land Surveyors

Owner: Samuel and Petra Salas

Location Map:



Applicant Proposal:

Address: 1520,1524,1530 North Greenwood Avenue and 1525 and 1531 May Avenue

Present Use: Retail Sales, Auto Parts and Accessories, Insurance Office and Auto Sales

Summary: Zone change from Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5) to Planned Zoning District (PZD)

Total Tract Size: 1.03 Acres

Location: East side of North Greenwood Avenue, south of North O Street between North Greenwood Avenue and May Avenue

Existing Zoning:

RM-3

Master Land Use:

Commercial Neighborhood and Residential Detached

Memo

To: City Planning Commission

From: Planning Staff

Date: January 13, 2025

Re: Rezoning #1-1-26 – A request by Dana Roza, agent for Samuel and Petra Salas, for a zone change from Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5) to a Planned Zoning District (PZD) at 1520, 1524, and 1530 North Greenwood Avenue, and 1525 and 1531 May Avenue

PROPOSED ZONING

Approval of the requested rezoning to PZD will apply to three parcels containing four existing buildings (currently C-5) and an adjacent undeveloped former home site (currently RM-3).

The accompanying PZD Project Booklet specifies the property will be divided into Character Areas A & B.

Character Area A will consist only of 1520, 1524, & 1530 North Greenwood Avenue and is intended to contain only uses compatible with existing and future neighboring businesses and residences along North Greenwood Avenue. Character Area A uses will include existing uses such as bridal Shop, gift shop, auto dealer, auto parts and accessories and indoor tire sales.

Character Area B will consist only of 1525 & 1531 May Avenue and is intended to allow specific, more intensive automotive-related uses that are less compatible or incompatible with the North Greenwood Avenue corridor. Character Area B will permit commercial heavy land uses such as auto detailing, auto body shop and paint, auto repair, auto glass, muffler, and seat cover shop.

LOT LOCATION AND SIZE

The subject property is on the east side of North Greenwood Avenue and is located south of North O Street, between North Greenwood Avenue and May Avenue. The tract contains 1.03 acres with 200 feet of frontage on North Greenwood Avenue and 150 feet of frontage on North May Avenue.

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 property currently zoned Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5). Characteristics of the RM-3 and C-5 zoning are described as follows:

CHARACTERISTIC OF THE RM-3 ZONE

Purpose:

To provide for medium density attached homes, including multi-unit residential buildings in areas where such development already exists or is planned for the future. The RM-3 zoning district is appropriate in urban areas within the Residential Attached, Mixed Use Residential, Mixed Use Employment, Commercial Neighborhood, and General Commercial Land use categories of the Master Land Use Plan.

Permitted Uses:

Single-family, duplex dwellings, multifamily (apartment and condominiums), community residential facility, family and neighborhood group homes and retirement housing are examples of permitted uses.

Conditional Uses:

Assisted living, bed and breakfast inn, dormitory, sorority, fraternity, rooming or boarding house, commercial communication towers, amateur radio transmitting towers, community recreation center, golf course, utility substation, country club, parks, college, primary and secondary schools, preschool, nursery schools, police and fire stations, daycare homes, senior citizen center, churches and rectory, convent, monastery are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 6,500 square feet
 Maximum Density – 20 Dwelling Units/Acre
 Minimum Lot Width at Building Line – 60 feet
 Minimum Street Frontage – 20 feet
 Front Yard Setback - 25 feet
 Side Yard on Street Side of Corner Lot - 15 feet
 Side Yard Setback – 7.5 feet
 Rear Yard Setback - 10 feet
 Side/Rear adjacent to RS district/development – 30 feet
 Minimum building separation – 10 feet

Maximum Height - 40 feet (1+1)
 Maximum Lot Coverage - 65%

CHARACTERISTIC OF THE C-5 ZONE

Purpose:

To provide adequate locations for retail uses and services that generate moderate to heavy automobile traffic. The C-5 zoning district is designed to facilitate convenient access, minimize traffic congestion, and reduce visual clutter. The C-5 zoning district is appropriate in the General Commercial, Office, Research, and Light Industrial, Mixed Use Residential, and Mixed Use Employment classification of the Master Land Use Plan.

Permitted Uses:

A wide variety of retail uses including clothing stores, specialty shops and restaurants. Commercial-5 zones also allow professional offices and multi-family apartments, community residential facility and neighborhood group homes are examples of permitted uses.

Conditional Uses:

Orphanage, dormitory, sorority, fraternity, auto vehicle impoundment or holding yard, auto body shop, medical laboratory, beer garden, restaurants with outdoor dining, pet cemetery, bus station, utility substations, museum, parks, educational facilities, police station, community food service, nursing home and churches are examples of uses permitted as conditional uses.

Area and Bulk Regulations:

Minimum Lot Size – 14,000 square feet

Maximum Height - 45 feet (1+1)

Maximum Lot Coverage - 75%

Minimum Parcel/Lot Size for Rezoning – New District (By Classification) - 2 acres

Existing District (By Extension) – 14,000 square feet

Minimum Lot Width – 100 feet

Front Yard Setback - 25 feet

Side Yard on Street Side of Corner Lot - 15 feet

Side Yard Setback – 20 feet

Rear Yard Setback - 20 feet

Side/Rear (adjoining SF Residential District/Development) – 30 feet

Minimum building separation – to be determined by current City building and fire code.

Required street access – Minor Arterial or higher

ADJACENT LAND USE CLASSIFICATIONS AND USES

Direction	Land use	Zoning
North	Commercial Retail Shopping Center	Commercial Heavy (C-5)
East	Contractor’s Shop and Storage Yard	Commercial Heavy (C-5)
South	Single Family Residential	Residential Multifamily Medium Density (RM-3)
West	Single Family Residential & Carpet Cleaning Business	Residential Multifamily High Density (RM-4) & Commercial Heavy (C-5)

PROPOSED MASTER LAND USE PLAN

The proposed Mater Land Use classification of Mixed Use Employment is described as follows: Mixed Use Employment, predominantly employment (office/retail), is intended to provide for a dense, compatible mix of retail, residential, and employment 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? **No. The applicant has requested a Master Land Use Plan amendment.**
- 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.
- No increase in traffic is anticipated.
- I. Articulate how the plan exceeds the UDO requirements. (e.g. increased landscaping, increased high quality materials, etc. **Yes. The PZD booklet states that it will exceed the UDO with the following requirements:**
 - 1). **All future parking areas must be paved with hard surface (asphalt or concrete), including the currently proposed lot at 1520 North Greenwood Avenue.**
 - 2). **All future building renovations, expansions and associated improvements shall exceed UDO standards by providing 100% high-quality materials on facades adjacent to public streets.**
 - 3). **All free-standing signage shall be monument style signs.**
 - 4). **Vehicles requiring repair must be repaired or removed within 30 days of arrival.**

SITE DESIGN FEATURES

Ingress/egress/traffic circulation - Existing curbs cuts will remain in place, and any future site renovation, including ingress/egress must be constructed to current UDO standards and approved by the Fort Smith Engineering Department.

Right-of-way dedication – No new R.O.W. dedication is required or proposed.

Drainage – Not applicable. Future site renovation will consider all current drainage requirements.

Landscaping & Screening – Shall meet or exceed UDO standards for site design.

Parking – Shall meet or exceed UDO standards for site design.

Signage – No new signage is proposed at this time. The PZD states that all free standing signage will be monument style signs.

Sidewalks – No additional sidewalks are required. An existing sidewalk is on North Greenwood Avenue and May Avenue.

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 took place at 5:30pm, Wednesday, January 8, 2026, at 1530 Greenwood Avenue. The agent, applicant, and interested family members attended the meeting in support of the proposal. No neighboring property owners attended the meeting. A copy of the attendance record is attached.

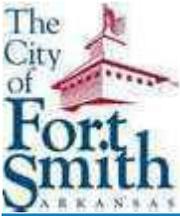
STAFF COMMENTS

The subject site currently contains four buildings with existing businesses including a party supply store and bridal shop, auto parts and accessory store, auto dealers, and an insurance office. The owner is requesting a zone change to allow for the previously demolished single-family residential lot, located in Character Area A, to be utilized for auto vehicle dealer display parking lot and allow for the two parcels, within Character Area B, to be utilized as an auto body shop, auto repair, and other uses listed within the land use chart.

STAFF RECOMMENDATIONS

Staff recommends approval subject to the following conditions:

1. Opaque screen fencing shall be installed adjacent to the existing residential areas prior to any new business license being issued.
2. Perimeter landscaping in compliance with the UDO shall be installed for the new auto vehicle dealer display parking area prior to use.
3. All vehicle work must be within an enclosed building.
4. Any vehicles waiting for repair must be visually screened from the right-of-way and adjacent properties and shall not be onsite longer than 30 days.



Application updated January 2022

CITY OF FORT SMITH, ARKANSAS Planned Zoning Development

FOR STAFF USE ONLY	FEE: \$350
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:

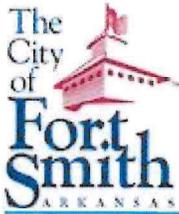
Current Zoning District:

Requested Zoning District:

Assessor's Parcel Number(s) for property:

Last updated: May 7, 2020

www.fortsmithar.gov/index.php/planning-zoning



Application updated January 2022

Total Acreage: 1.03 ac.

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

Legal Description of property: Lots 5, 6, 7, 19, 20 and Tract A, Block 2, Brun's Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 1.03 acres and subject to any Easements of Record.

Restrictive Covenants Apply (attach to application) Attached

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:

Proposed Zoning Request is to allow certain uses throughout the existing buildings on the subject properties and allow growth onto adjacent property. There is a proposed paved parking area on property located at 1520 N Greenwood Ave.

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
	11/11/25
	11/11/25

PLANNED ZONING DISTRICT
CERTIFICATION STATEMENT
Application updated July 2021

The **Sala's**, applicant for the property located at **1620, 1621, & 1630 N Greenwood Ave & 1626 & 1631 May Ave**, 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: 
Name: **Samuel Salas**

Date: **11/11/25**

LIST OF OWNERS OF ALL PROPERTY TO BE REZONED

List the names and addresses of all owners of property included within the area requested by this petition to be rezoned.

NAME

ADDRESS

Samuel Salas
Petra Salas

4520 N "N" ST
4520 N "N" ST

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.

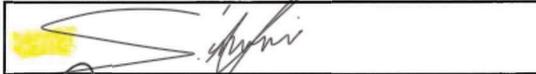
We the undersigned, being owners of real property, and requesting a PZD by application do hereby authorize Dana Roza to act as our agent in the (Print Name of Agent) matter.

(Type or clearly print)

NAMES OF ALL OWNERS.

1.	Samuel Salas
2.	Petra Salas
3.	
4.	
5.	
6.	
7.	
8.	
9.	

SIGNATURE OF ALL OWNERS.

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

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

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)* **Attached**

SUBJECT: Legal Description of Property: Provide legal description in a word document.
[Lots 5, 6, 7, 19, 20 and Tract A, Block 2, Brun’s Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 1.03 acres and subject to any Easements of Record.](#)

Provide legal description in a word document. **Attached**

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

The individuals below attended the Salas MLUPA and PZD proposal meeting. No neighboring residents or owners attended, other than Salas family members. All parties present were in support of the proposed amendment and zoning district. Also present were an owners' representative and a City staff member.

Attendance List for Neighborhood Meeting

List the names, addresses telephone numbers and email of all residents/property owners who attended the meeting.

Meeting Location

1530 N. Greenwood Ave.

Meeting Time & Date

5:30 pm, Jan. 8, 2025

Meeting Purpose

MLUP and PZD applications

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Email</u>
Tim Herndon	City of Ft Smith	(479) 784-2210	tim.herndon@fortsmithar.gov
Dana Roza	Salter Field Surveyors	903-306-3565	
Manuel Salas	5018 Wirsing Ave.	(479) 719-6542	manuel.salas@yahoo.com
Haron Chavez	910 Burkhead Rd	479 420 5650	Avas831@gmail.com
Samuel Salas Jr.	5100 Wirsing Ave.	(479) 719-5810	1b2_458@yahoo.com
Samuel Salas	4520 N. N St	(479) 414-2283	Salas_S@att.net
Petra Salas	4520 N. N St	(479) 561-8375	DulcianaAnais@att.net
Vanessa Salas	5018 Wirsing Ave	479-561-0505	solisv2623@gmail.com



Member: ASPS—OSLS

Satterfield Land Surveyors, P. A.

P.O. Box 640 • Alma, Arkansas 72921

Office located at 1928 Highway 71 North

Alma 479-632-3565 • Fax 479-632-5002 • Fort Smith 479-648-3850

Springdale 479-751-7909 • Web Site: www.slsurveying.com



PZD Project Booklet

**1520, 1524, & 1530 North Greenwood Avenue
1525 & 1531 May Avenue
Fort Smith, AR**

Submitted on behalf of Samuel & Petra Salas

October 24, 2025

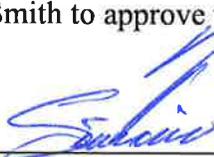
Resubmitted November 14, 2025

Revised January 8, 2026

Planned Zoning District Certification Statement

Samuel & Perta Salas, property owners of 1520, 1524, & 1530 North Greenwood Avenue & 1525 & 1531 May Ave, 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.

I hereby agree to the terms and conditions within the Project Booklet, and I therefore request the City of Fort Smith to approve the rezoning.

Signature  _____ Date 1/08/26
Samuel Salas

Signature  _____ Date 01/08/26
Petra Salas

Planned Zoning District

The proposed Planned Zoning District (PZD) for the property located at 1520, 1524, & 1530 North Greenwood Avenue and 1525 & 1531 May Avenue in Fort Smith, AR may utilize only permitted or conditional uses as shown in the attached Fort Smith Use Matrix.

1.) A pre-application conference was held on Monday, October 27, 2025 with the City of Fort Smith Planning Department.

2.) The application fee of \$350 is paid by the owner

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

Rezoning to PZD will promote more efficient land use, support long-term commercial viability, and facilitate the creation of a visually appealing development, exceeding minimum design standards outlined in the Unified Development Ordinance (UDO). The new PZD will have two character areas that will have different land uses in each character area while also allowing new land uses that are not currently permitted within the existing zoning district as shown with the attached land use chart. *See Section 3j. of this booklet for detailed description.*

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

The current owners of the property are Samuel & Petra Salas. No property sales are anticipated at this time.

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

The applicant is requesting the PZD to allow for the uses listed in the attached Land Use Matrix. The applicant will utilize the existing buildings in their current condition and construct an additional auto and vehicle dealer display parking lot on 1520 North Greenwood Avenue. No exterior building renovations or expansions are anticipated as of the time.

The subject PZD district is further divided into two Character Area, as follows:

Character Area A

Character Area A consists only of 1520, 1524, & 1530 North Greenwood Avenue and is intended to contain only uses compatible with existing neighboring businesses and residences along North Greenwood Avenue. *See attached Fort Smith Land Use Matrix.*

Character District B

Character Area B consists only of 1525 & 1531 May Avenue and is intended to allow specific, more intensive automotive-related uses that are less compatible or incompatible with the North Greenwood Avenue corridor. *See attached Fort Smith Land Use Matrix.*

Note: Criteria set forth in this document pertains to both Character Areas A & B unless otherwise specified. *See attached Character Area Map and Fort Smith Land Use Matrix.*

3d.) General project scope:

- i. Street and lot layout** - Access to the subject property will be from the existing driveways located on North Greenwood Avenue and May Avenue. Character Areas A & B may have some interaction via the shared alleyway separating them, but in no case shall Character Area A contain uses or activities permitted only in Character Area B.
- ii. Site plan showing proposed improvements** - The owner has no immediate plans for exterior changes to the property, other than construction of an auto vehicle dealer display parking lot at 1520 North Greenwood Avenue. All future exterior site changes will meet or exceed the UDO and applicable city regulations.
- iii. Buffer areas, screening, and landscaping** - All future building renovations, expansions and associated improvements will comply with the required landscaping and screening requirements in Section 27-602-3 of the UDO. A new screen fence shall be required and installed adjacent to residentially zoned or residentially developed properties.
- iv. Stormwater detention areas and drainage** - All drainage and detention will comply with the City of Fort Smith 2011 Drainage Standards for development.
- v. Undisturbed natural areas** - No undisturbed natural areas intended at this time.
- vi. Existing and proposed utility connections and extensions** – Existing public and domestic water and sewer serves the subject property. No additional utility extension is anticipated.

vii. Development and architectural design standards - Development will exceed the UDO by requiring 100% high-quality materials on the street facing facades and comply with the minimum 51% of high-quality materials on the side and rear facades. All site lighting shall be shielded and shall meet or exceed UDO Section 27-602-5 requirements. *See Section 3j. of this booklet for detailed description.*

viii. Building Elevations – All new construction shall provide 100% high-quality materials adjacent to public streets and the rear and side facades shall comply with UDO Section 27-602-4 requiring 51% of high-quality materials on the side and rear facades. *See Section 3j. of this booklet for detailed description.*

ix. Proposed signage - All future free standing signage signs shall be monument style signs. Pole signs are expressly prohibited.

3e.) Proposed development phasing and time frame:

No phased development or redevelopment is anticipated.

3f.) Identify land use designations:

See attached Fort Smith Use Matrix.

3g.) and 3h.) Existing area and bulk regulations, and comparison to proposed PZD:

	Existing RM-3 Zone	Existing C-5 Zone	PZD Existing Construction Character Area A & B	PZD New Construction Character Area A & B
Min. Lot Size	6,500 s.f.	14,000 s.f.	6,500 s.f.	6,500 s.f.
Min. Lot Width at BSL	60'	100'	50'	50'
Max. Lot Coverage	65%	75%	70%	70%
Minimum Street Frontage	20'	N/A	N/A	N/A
Maximum Height	40'	45'	45'	45'
Additional Height	Per UDO Sec. 27-404-D	Per UDO Sec. 27-404-D	Per UDO Sec. 27-404-D	Per UDO Sec. 27-404-D
Front Setback	25'	25'	25'	25'
Side Setback	7.5'	20'	7.5'	7.5'
Street Side Setback	15'	15'	N/A	N/A
Side Setback	7.5'	20'	7.5'	7.5'
Side/Rear (Adjacent to RS District or RS Development)	30'	30'	7.5'	30'
Rear Setback	10'	20'	10'	10'
Minimum Bldg. Separation	Min 10' and shall comply with the Bldg. and Fire Code	Per Bldg. and Fire Code	Per Bldg. and Fire Code	Per Bldg. and Fire Code

3i.) A chart comparing existing and proposed land uses:

See the attached Fort Smith Use Matrix.

3j.) Articulate how the project exceeds the UDO requirements:

- i.** All future parking areas must be paved with hard surface (asphalt or concrete), including the currently proposed lot at 1520 North Greenwood Avenue.
- ii.** All future building renovations, expansions and associated improvements shall exceed UDO standards by providing 100% high-quality materials on facades adjacent to public streets.
- iii.** All free-standing signage shall be monument style signs. Pole signs are expressly prohibited.
- vi.** Vehicles requiring repair must be repaired or removed within 30 days of arrival.

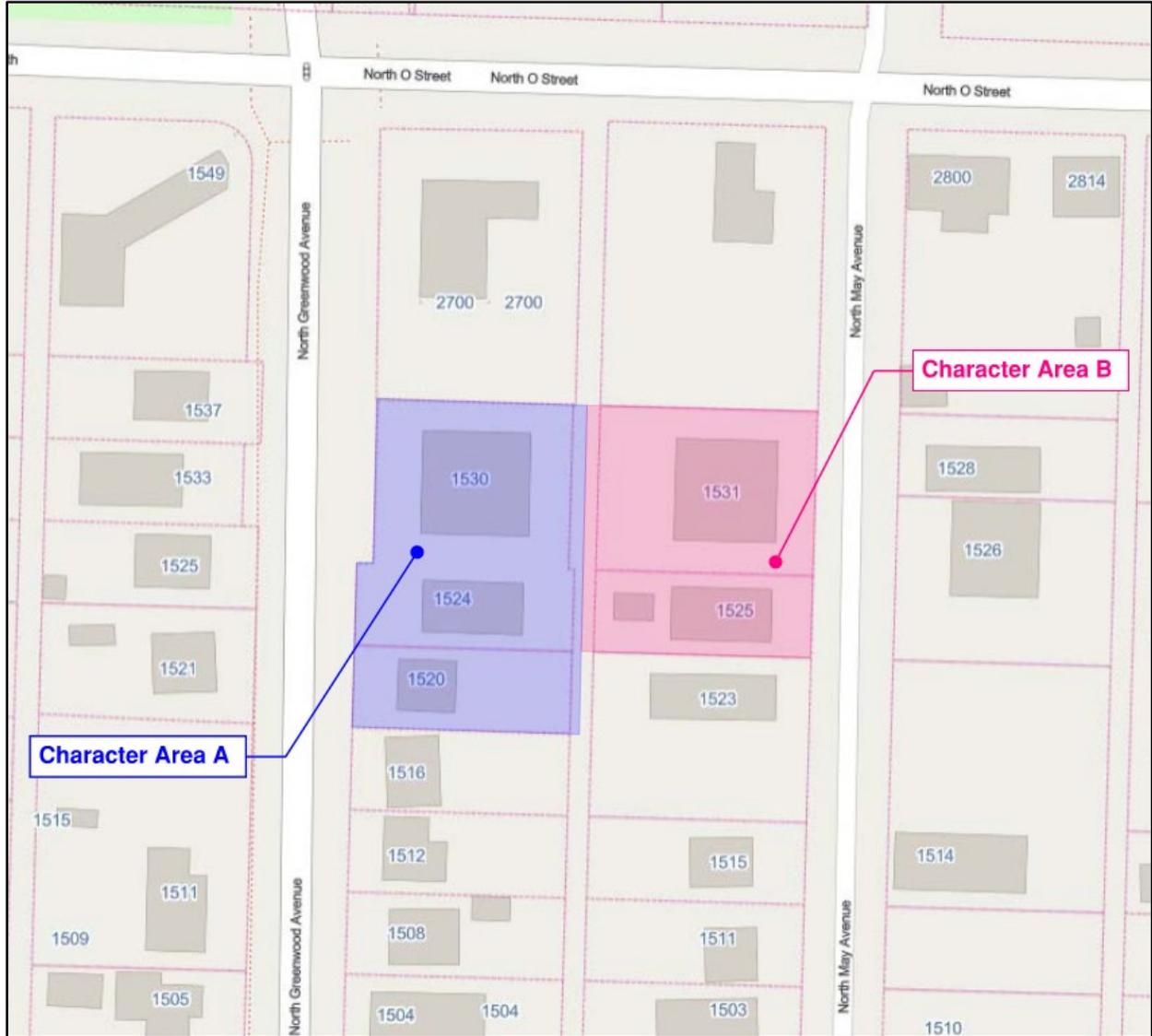
3k.) Statement of how the development will relate to existing and surrounding properties in terms of land use, traffic, appearance, height and signage.

Land uses, with exception of a proposed parking lot on a newly acquired 6,500 s.f. lot (1520 North Greenwood Avenue) are not expected to change in the foreseeable future. Additional land uses, generally permitted in the existing C-5 zoning district, will remain compatible with the current automotive and retail environment, as well as with the surrounding uses in the general area. No increase in traffic is anticipated, and building appearance, building height, and future signage will meet or exceed current development standards.

3l.) A traffic study when required by the Engineering Department (consult with staff prior to submittal): The Engineering Department does not require a traffic study for this rezoning. Any redevelopment will require the City's Engineering Department review and approval prior to construction.

3m.) Statement of availability of water and sewer (state sizes of lines): Character Area A is served by an existing 6" ductile iron water main on the west side of North Greenwood Avenue. Character area B is served by a 6" main of unknown material. Character Areas A & B are served by a single 8" vitreous clay pipe in the alleyway bisecting the property.

Character Area Map



Use Matrix - ZONING DISTRICTS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	Former RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	Former C-5	C-6	I-1	I-2	I-3	PZD Character Area A	PZD Character Area B			
	DP = Development Plan review by the PC and approval by the City Board																															
P = Permitted Use, C = Conditional Use, A = Accessory Use																																
Computer and software shop																				P	P	P	P	P	P				P	P		
Electronics and appliances (new)																					P	P	P	P	P				P	P		
Electronics and appliances (used)																						P	P	P					P	P		
Floor, paint, wall coverings, window treatments																						P	P	P	P				P	P		
Furniture or home furnishings (new)																					P	P	P	P	P				P	P		
Furniture or home furnishings (used)																						P	P	P	P					P	P	
Furniture repair and upholstery shop																								P	P	P	P			P	P	
Greenhouse (sales)																							P	P	P				P	P		
Hardware store																							P	P	P				P	P		
Hardware store (neighborhood)																					P	P	P	P				P	P			
Home improvement center																							P	P					P	P		
Lawn and garden supplies																					C	P	P	P	P				P	P		
Locksmith																				P	P	P	P	P	P				P	P		
Lumber yard and building materials																								P		P	P					
Mall																							P									
Manufactured home and mobile home sales and service																								P		P	P					
Oil and gas equipment (sales and service)																										P	P					
Sand, gravel, stone, or earth sales and storage																								C		P	P	P				
Shopping center																						P	P	P	P				P	P		
Swimming pool sales and supply store (w/o storage yard)																							P	P								
Truck or tractor sales and service facility																								P		P	P					
Durable Consumer Goods Sales or Service																																
Bait and tackle shop																							P	P	P							
Bicycle sales and service																				C	C	P	P	P	C	P			P	P		
Bicycle sales and service (no outside storage)																							P	P	P				P	P		
Bookstore																							P	P	P				P	P		
Bridal shop																							P	P	P				P	P		
Cameras, photographic supplies and services																							P	P	P				P	P		
Clothing, jewelry, luggage, shoes, accessories																							P	P	P				P	P		
Gift shop																							P	P	P				P	P		
Sewing machine store (sales & service)																							P	P	P				P	P		
Sporting goods, toys, & musical instruments																							P	P	P				P	P		
Thrift store																							P	P	P				P	P		
Consumer Goods, Other																																
Antique shop																								P	P	P				P	P	
Art dealers, art studio, galleries, supplies																								P	P	P				P	P	
Arts and craft shop																								P	P	P				P	P	
Flea market (indoor)																								P	P	P						
Flea market (outdoor)																											C					
Florist shop																								P	P	P				P	P	
Hobby shop																								P	P	P				P	P	
Office supply store																								P	P	P				P	P	
Pawnshop																									P							
Pawnshop (no outside storage)																								P	P	P						
Tobacco shop																								P	P	P						
Grocery, Food, Beverage, Dairy																																
Bakery or confectionery shop																									P	P				P	P	
Beer, wine and liquor store (with drive-through)																								C	P	P						
Beer, wine and liquor store (without drive-through)																								P	P	P				P	P	
Convenience store (with gasoline sales)																								C	P	P						
Farmer's market																								P	P	P						
Fruit and vegetable store																								C	P	P				P	P	
Grocery store or supermarket																								P	P	P				P	P	
Neighborhood store																								P	P	P				P	P	
Health and Personal Care																																
Cosmetics, beauty supplies, and perfume stores																									P	P	P				P	P
Medical appliance services																								P	P	P				P	P	
Optical shop																								P	P	P				P	P	
Pharmacy or drug store																								P	P	P	P			P	P	
Finance and Insurance																																

Use Matrix - ZONING DISTRICTS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	Former RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	Former C-5	C-6	I-1	I-2	I-3	PZD Character Area A	PZD Character Area B			
	DP = Development Plan review by the PC and approval by the City Board																															
P = Permitted Use, C = Conditional Use, A = Accessory Use																																
Auto insurance claims office																					P	P	P	P					P	P		
Automatic teller machine																			P	P	P	P	P	P					P	P		
Bank, credit union, or savings institution																			P	P	P	P	P	P					P	P		
Credit and finance establishment																			P	P	P	P	P	P					P	P		
Fund, trust, or other financial establishment																			P	P	P	P	P	P					P	P		
Insurance office																			P	P	P	P	P	P					P	P		
Investment banking, securities, and brokerages																			P	P	P	P	P	P					P	P		
Rental and Leasing																																
Auto (rental and leasing)																								P		P	P	P				
Commercial, industrial machinery & equipment																								P		P	P	P				
Consumer rental center																					P	P	P	P					P	P		
Oil and gas field equipment																											P	P	P			
Video, music, software																					P	P	P	P					P	P		
Business, Professional, Scientific, and Technical Services																																
Professional Services																																
Abstract services																			P	P	P	P	P	P					P	P		
Accounting, tax, bookkeeping, payroll																			P	P	P	P	P	P					P	P		
Advertising and media services																			P	P	P	P	P	P					P	P		
Architectural, engineering																			P	P	P	P	P	P					P	P		
Carpet and upholstery cleaning																								P	P	P	P	P				
Consulting services																			P	P	P	P	P	P					P	P		
Extermination and pest control																								P		P	P	P				
Graphic, industrial, interior design																			P	P	C	P	P	P					P	P		
Investigation and security services																			P				P	P					P	P		
Janitorial services																							P	P					P	P		
Legal services																			P	P	P	P	P	P					P	P		
Medical laboratory																										P	P	P				
Medical laboratory (no animal research/testing)																							C	C	C	C	P	P				
Offices, corporate																			P	P	P	P	P	P					P	P		
Offices, general																			P	P	P	P	P	P					P	P		
Property management services (office only)																			P	P	P	P	P	P					P	P		
Real estate agency																			P	P	P	P	P	P					P	P		
Travel arrangement and reservation services																			P	P	P	P	P	P					P	P		
Administrative Services																																
Business support services																			P	P	P	P	P	P					P	P		
Collection agency																			P	P	P	P	P	P					P	P		
Employment agency																								P								
Employment agency (day labor)																								P								
Facilities support services																			P	P	P	P	P	P								
Office and administrative services																			P	P	P	P	P	P					P	P		
Telemarketer/call center																								P					C			
Food Services																																
Bar or tavern																								C	C	C	P	P	P			
Beer garden																								C	C	C	P	C				
Catering service																								P	P	P						
Food distribution center																										P	P					
Microbrewery/microwinery/microdistillery																							C	C	P	P	P	P				
Mobile food services																								P		P	P					
Restaurant																			P				P	P					P	P		
Restaurant (with special services)																								P	P				C	C		
Restaurant (with drive-through services)																								C	P	P			P	P		
Restaurant (with outdoor dining)																								P	P	P			P	P		
Restaurant (with outdoor dining within 300 feet of property zoned or developed for residential purposes)																								C	C	C	P	C				
Specialty Manufacturing																								C	C	P			C			
Vending																									P			P				
Personal Services																																
Bail bonds office																								P		P	P					
Barber shop/salon/spa/massage services																			P				C	P	P			P	P			
Laundry (commercial/industrial)																											P	P	P			
Laundry and cleaning facilities (self-service)																								P		P						

Use Matrix - ZONING DISTRICTS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	Former RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	Former C-5	C-6	I-1	I-2	I-3	PZD Character Area A	PZD Character Area B	
	DP = Development Plan review by the PC and approval by the City Board																													
P = Permitted Use, C = Conditional Use, A = Accessory Use																														
Laundry, cleaner																				P	P	P		P					P	
Laundry, cleaner (drop-off station)																				P	P	P		P	P				P	
Photocopy shop																				P	P	P		P	P				P	
Photography studio																P				P	P	P		P	P				P	
Print shop																				P	P	P		P	P	P			P	
Shoe repair shop																P				P	P	P		P	P				P	
Tailor shop																P				P	P	P		P	P				P	
Tanning salons																P				C	P	P		P	P				P	
Tattoo/body piercing parlor																				P	P	P		P	P				P	
Weight loss centers																				P	P	P		P	P				P	
Pet and animal services																														
Animal and pet services (indoor)																				P	P	P		P	P	P	P			
Animal and pet services (outdoor)																								P	P	P	P			
Animal shelter																							P	P	P	P				
Equestrian facilities																									P	P	P			
Kennels																								P	P	P	P			
Pet cemetery																								P	P	P	P			
Pet shop																								P	P	P	P			
Pet supply store																								P	P	P	P		C	
Veterinary clinic (no outdoor kennels)																								P	P	P	P		P	
Veterinary clinic (with outdoor kennels)																								P	P	P	P		C	
Automobile Parking Facilities																														
Parking garage																							C	C	P	P	P			
Parking lot (commercial)																								P	C	P	P	P		
Parking lot (off site) (See Section 27-601-11)																								P	C	P	P	P	P	
Manufacturing and Wholesale Trade																														
Food, Textiles and Related Products																														
Animal food processing																										C	C	P		
Clothing manufacturing																										P	P	P		
Food and beverage processing																										P	P	P		
Leather and allied products																													P	
Textiles																											P	P		
Tobacco manufacturing																											P	P		
Wood, Paper and Printing Products																														
Cabinet and woodwork shop																										P	P	P		
Furniture or home furnishings																													P	
Manufacturing, boxes/containers/corrugated																										P	P	P		
Manufacturing, packaging material																										P	P	P		
Paper and printing materials																										P	P	P		
Wood products manufacturing plant																										P	P			
Chemicals, Metals, Machinery, and Electronics Mfg.																														
Acid manufacturing																												P		
Asphalt or concrete batching plant (permanent)																												P		
Chemicals, plastics and rubber industry																											C	P		
Electrical equipment, appliance and components mfg.																									P	P	P			
Explosives manufacturing																												C		
Foundry or metal-works facility																											P	P		
Laboratory (manufacturing)																										P	P	P		
Machine, welding, or sheet metal shop																										P	P	P		
Nonmetallic manufacturing																											C	P		
Petroleum and coal products																												C		
Pharmaceutical manufacturing																										P	P	P		
Refinery																												C		
Tire retreading																												P		
Miscellaneous Manufacturing																														
Auto manufacturing																											P	P		
Barge and ship manufacturing																												P		
Boat manufacturing																										P	P	P		
Dolls, toys, games, musical instruments																											P	P	P	
Jewelry and silverware																											P	P	P	

Use Matrix - ZONING DISTRICTS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	Former RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	Former C-5	C-6	I-1	I-2	I-3	PZD Character Area A	PZD Character Area B					
	DP = Development Plan review by the PC and approval by the City Board																																	
P = Permitted Use, C = Conditional Use, A = Accessory Use																																		
Manufacturing, batteries																										P	P	P						
Manufacturing, fiberglass																											P	P						
Manufacturing, foam products																											P	P						
Manufacturing, heavy																												P						
Manufacturing, light																										P	P	P						
Manufacturing, medium																											P	P	P					
Manufacturing, motors, drives, and generators																												P	P					
Office supplies																										P	P	P						
Wholesale Trade Establishment																																		
Durable goods																									P	P	P	P						
Electrical, plumbing, heat & air conditioning																											P	P	P					
Nondurable goods																									P	P	P	P						
Warehouse and Storage Services																																		
Auto salvage yard																													P					
Building materials salvage yard																											P	P						
Bulk petroleum storage																													P					
Container storage																										C	P	P						
Mini storage warehouse (climatized) See section 27-707																											DP	DP	DP					
Mini storage warehouse (non-climatized) See section 27-707																											DP	DP	DP					
Packaging and distribution center																											P	P	P					
Petroleum distribution facility																											C	P	P					
Portable storage Unit																											P	P	P					
Vehicle storage yard																											P	P	P					
Warehouse																											P	P	P					
Transportation, Communication, Information and Utilities																																		
Transportation Services																																		
Airport																											P	P	P					
Bus station and terminal																									C	C	C	C						
Courier and messenger services																											P	P	P					
Ferry boat facility																											P	P	P					
Heliport																											A	A	A	A	P	P		
Limousine service																											P	C	P	P				
Mail services																											P	P	P	P				
Marina																											P	P	P					
Motor freight terminal																											P	P	P					
Moving and storage																											P	P	P					
Moving company																											P		P	P				
Pipeline transportation																											P	P	P					
Port facility																												P	P	P				
Rail transportation																												P	P	P				
Taxicab service																											P	P	P					
Communications and Information																																		
Commercial communication towers	C	C	C	C	C	C		C	C	C	C	C	C	C	C					C	C	P	P	P	P	C	P	P	P	C	C			
Data processing facility																											P	P	P					
Data Center																											C	P	P					
Motion pictures and sound recording studios																											P	P	P	P				
Printing commercial/industrial																											P	P	P					
Telecommunications and broadcasting studios																											P	P	P	P	C	P		
Utilities and Utility Services																																		
Amateur radio transmitting towers				C	C	C	C		C	C	C	C	C	C	C											P	C	P	P	P	C	C		
Electric power plant																											C	C	P					
Hazardous waste treatment and disposal																														C				
Incinerator																														P				
Nuclear power plant																														C				
Radio, television, and microwave transmitting towers																												P	C	P	P	P	C	
Recycling center																												C	P	P				
Recycling collection station																											C	C	C	C	C	P	P	
Sanitary landfill																														P				
Solid waste collection																													P	P				
Utility shop, storage yard or building																												C		P	P	P		

Use Matrix - ZONING DISTRICTS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	Former RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	Former C-5	C-6	I-1	I-2	I-3	PZD Character Area A	PZD Character Area B			
	DP = Development Plan review by the PC and approval by the City Board P = Permitted Use, C = Conditional Use, A = Accessory Use																															
Utility substation	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C	P	P	P	C	C		
Wastewater treatment plant																											P	P				
Arts, Entertainment, and Recreation																																
Performing Arts or Supporting Establishments																																
Drive-in theater																								C		C						
Movie theater																							P	P	P	P						
Performance theater																P							P	P	P	P						
Carnival or circus (temporary with permit)																				P	P	P	P	P	P	P	P					
Fairground/rodeo ground																								P	P	P	P					
Museums and Other Special Purpose Recreational Institutions																																
Historical or archaeological institution																													P	P		
Museum																P							C	C	C	C			C	C		
Zoos, botanical gardens, arboreta																P													C	C		
Amusement, Sports, or Recreation Establishment																																
Amusement center (indoor)																							P	P	P	P						
Amusement center (outdoor)																								C	C	C	C					
Convention/Event center																								P	P	P	P					
Bingo parlor																								P	P	P	P			C	C	
Casino gaming business																																
Country club	C	C	C	C	C	C		C	C	C	C	C	C	C	C				C	C	C	C	C	C	C	C	C					
Dance hall/night club																								P	P	P	P					
Private club																								P	P	P	P					
Race track																												C	C			
Fitness, Recreational Sports, Athletic Club																																
Bowling alley																								P	P	P	P					
Community recreation center											C	C	C	C	C					C	C	C	C	C	C	C	C			C	C	
Driving range (outdoor)																								C	P	P	P	P				
Golf course			C	C	C	C		C	C	C	C	C	C	C	C					C	C	C	C	C	C	C	C			C	C	
Pistol Range (Indoor)																								C	C	C	C	C				
Health club																	P						C	C	P	P	P	P			C	C
Fitness studio																P							P	P	P	P				P	P	
Indoor Games Facility																																
Miniature golf course																							P	P	P	P			C	C		
Pool hall																								C	C	C	P	P	P		C	C
Sexually oriented business (see Ft. Smith Muni. Code Sec.14-141)																												P	P			
Skating rink																								P	P	P	P					
Sports complex/athletic field																												C	C	C		
Swimming pool																								C	C	C	P	C	C			
Water park																												C	C			
Camps, Camping, and Related Establishments																																
Camps, camping, and related establishments																																
Natural and Other Recreational Parks																																
Park or playground (public and nonpublic)	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C			C	C	C	C	C	C	C	C			C	C		
Education, Public Administration, Health Care and Other Institutions																																
Educational Services																																
College, university, or seminary	C	C	C	C	C	C		C	C	C	C	C	C	C	C				C	C	C	C	C	C	C	C			C	C		
Fine art and performance education																																
Library or public arts complex			C	C	C	C		C	C	C	C	C	C	C	C																	
Nursery school	C	C	C	C	C	C		C	C	C	C	C	C	C	C																	
Preschool	C	C	C	C	C	C		C	C	C	C	C	C	C	C																	
Primary and secondary school	C	C	C	C	C	C		C	C	C	C	C	C	C	C																	
School, business professional																C	C															
School, technical or trade																								C	C	C	C					
Public Administration - Government																																
Criminal justice facility																																
Detention facility																																
Government office																																
Public Safety																																
Emergency response station																																
Fire and rescue station	C	C	C	C	C	C		C	C	C	C	C	C	C	C																	

Use Matrix - ZONING DISTRICTS	RE3	RE1	RS-1	RS-2	RS-3	RS-4	SFMH	RS-5	RSD-2	RSD-3	RSD-4	RM-2	Former RM-3	RM-4	RMD	RH	MU	T	C-1	C-2	C-3	C-4	Former C-5	C-6	-1	-2	-3	PZD Character Area A	PZD Character Area B		
	DP = Development Plan review by the PC and approval by the City Board P = Permitted Use, C = Conditional Use, A = Accessory Use																														
Police station																															
Police substation (no incarceration)	C	C	C	C	C	C		C	C	C	C	C	C	C	C	P		C	P	P	C	C	C	C	C	C	C	C	C	C	
Health and Human Services																															
Community health and welfare clinic																								C	C	C	C	C	C	C	
Diagnostic laboratory testing facility																			C		C	C	C	P	C	P					
Doctor office and clinic																	P		P		P	P	P	P	P	P	P	P			
Hospice residential care facility																								P	P	P	P	P			
Hospital																			C	P	P	P	P	P	P	P	P				
Mental health hospital																			C	C	C	C	C	C	C	C					
Nursing home																			C	C	C	C	C	C	C						
Substance abuse treatment facility																			C		C	C	C	C	C						
Substance abuse treatment facility (outpatient only)																			C		C	C	C	P		P	P				
Social Assistance, Welfare, and Charitable Services																			C												
Child and youth services (office)																				P	P	P	P	P	P						
Day care Home (12 or less)	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C													
Day care center																					C	C	C	C	C	C	C	C			
Shelter for abused persons																					C	C	C	C	C	C	C				
Community food services																								C	C	C					
Emergency and relief services																							P	P							
Family support services																								P	P	P					
Senior citizen center												C	C	C	C	C		C	C	C	C	C	C	C	C	P					
Vocational rehabilitation																								C		C	C				
Religious Institutions																															
Church, synagogue, temple, mosque	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C		C	C	C	C	C	C	C	C	C					
Rectory, convent, monastery												C	C	C	C	C		C	A	A	A	A	A	A	A	A					
Note: educational/hospital facilities owned or run by religious institutions are classified by use not ownership																															
Wedding chapel																															
Death Care Services																															
Cemetery, mausoleum, crematorium, funeral home, & mortuary																															
Monument (manufacturing)																															
Monument (sales)																															
Associations, Nonprofit Organizations																															
Lodge or fraternal organization																															
Construction-Related Businesses																															
Contractor's office																															
Contractor's shop and storage yard																															
Glass sales and service																															
Landscaping contractor																															
Sign contractor																															
Mining and Extraction Establishments																															
Coal mining																															
Metallic mining																															
Non-metallic manufacturing and mining																															
Agriculture, Forestry, Fishing, and Hunting																															
Grain storage and processing																															
Livestock yard, feed lot, holding pens, and auction facility																															
Commercial grower																															
Tanning and Slaughtering of Animals or Fowl																															
Animal slaughter and processing																															
Note: Section 4-5 of the Fort Smith Municipal Code prohibits the collection or keeping of hogs or swine within the Fort Smith city limits																															
Forestry and Logging																															
Fishing, Hunting and Trapping, Game Preserves																															
Taxidermy shop																															



Satterfield Land Surveyors P.A., Copyright 2025

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A.. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

127

SEBASTIAN COUNTY, ARKANSAS
VICINITY MAP OF

**LOTS 5, 6, 7, 19, 20 & TRACT A, BLOCK 2, BRUN'S
ADDITION TO THE CITY OF FORT SMITH, ARKANSAS**

FOR USE BY: SAMUEL & PETRA SALAS

DRAWN BY:	D.E.R.
SCALE:	N.T.S.
DATE:	11/14/25
JOB NO.	49,421

Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: <http://www.slsurveying.com>

EXISTING CONDITIONS



EXISTING CONDITIONS



1520 N. Greenwood Ave.

1/14/25

Existing Land Use: Commercial Neighborhood (red) and Residential Detached (yellow)



Existing Zoning: RM-3 & C-5

Proposed Zoning: PZD



Applicant's initial request was to rezone [light blue outline] from RM-3 to C-5. Planning Office recommended zoning larger area [dark blue outline] to PZD.

Proposed Character Area "A"

Proposed Character Area "B"



1520 N. Greenwood Ave.

1/14/25

Existing Land Use: Commercial Neighborhood



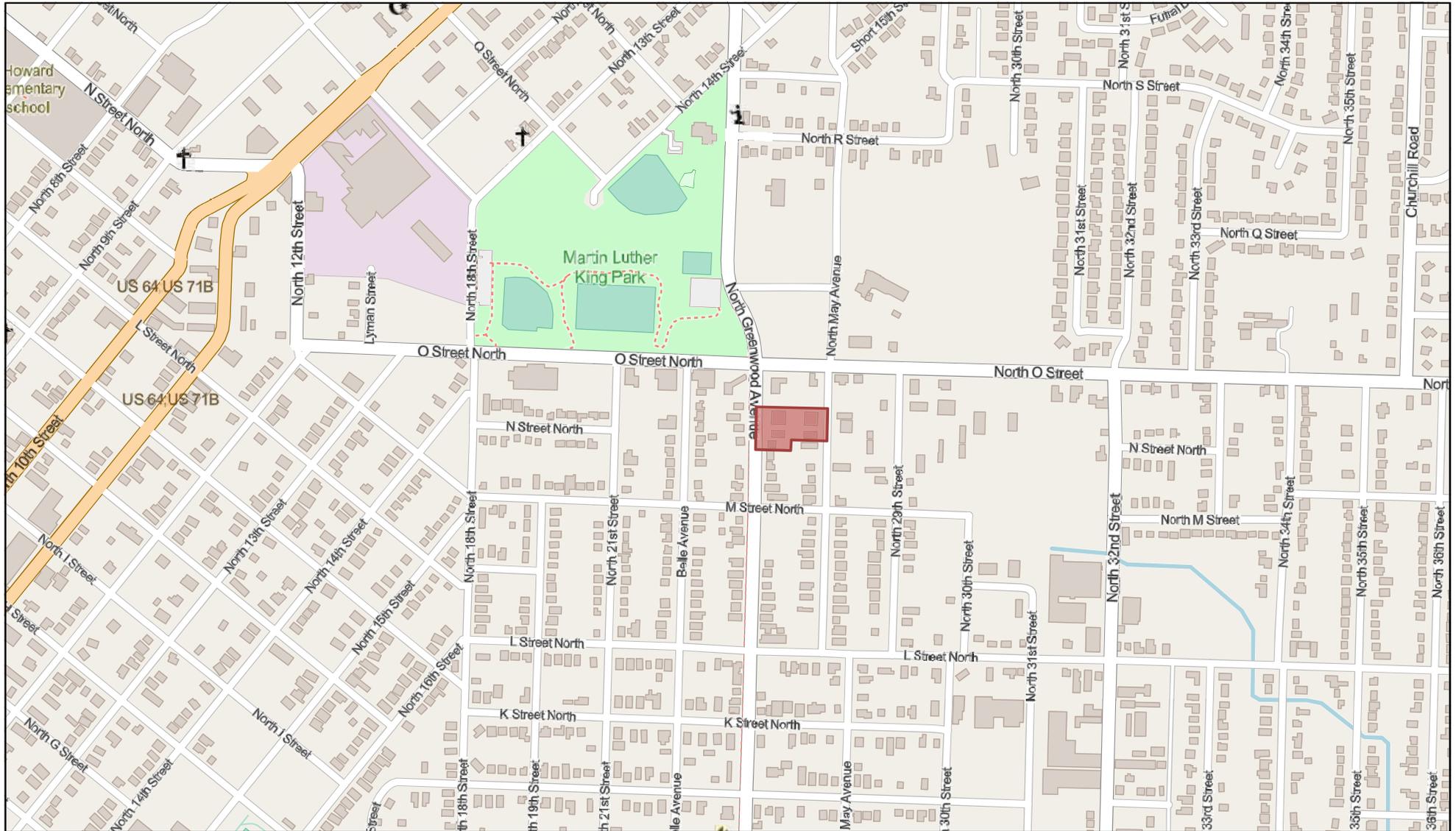
Existing Zoning: RM-3 & C-5

Proposed Zoning: PZD

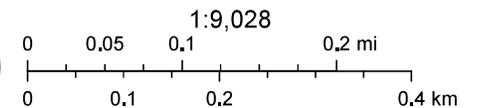


Applicant's initial request was to rezoning [light blue outline] from RM-3 to C-5. Planning Office recommended zoning larger area [dark blue outline] to PZD.

Rezoning #1-1-26 – A request by Dana Roza, agent for Samuel and Petra Salas, for a zone change from Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5) to a Planned Zoning District (PZD) at 1520, 1524, and 1530 North Greenwood Avenue, and 1525 and 1531 May Avenue.

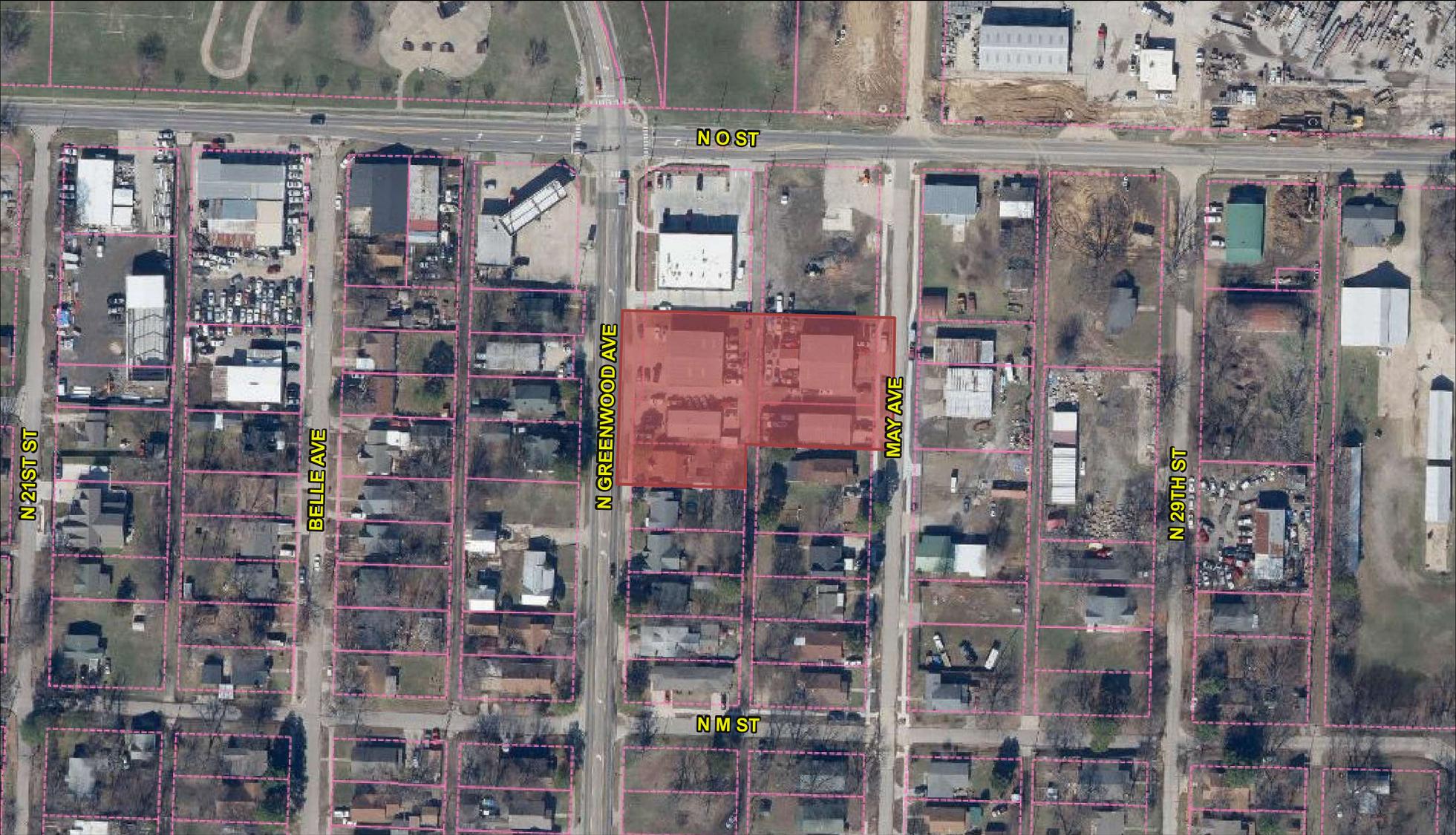


12/19/2025, 1:04:41 PM



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

Rezoning #1-1-26 – A request by Dana Roza, agent for Samuel and Petra Salas, for a zone change from Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5) to a Planned Zoning District (PZD) at 1520, 1524, and 1530 North Greenwood Avenue, and 1525 and 1531 May Avenue.



12/19/2025, 12:59:25 PM

-  Parcels
-  Roads

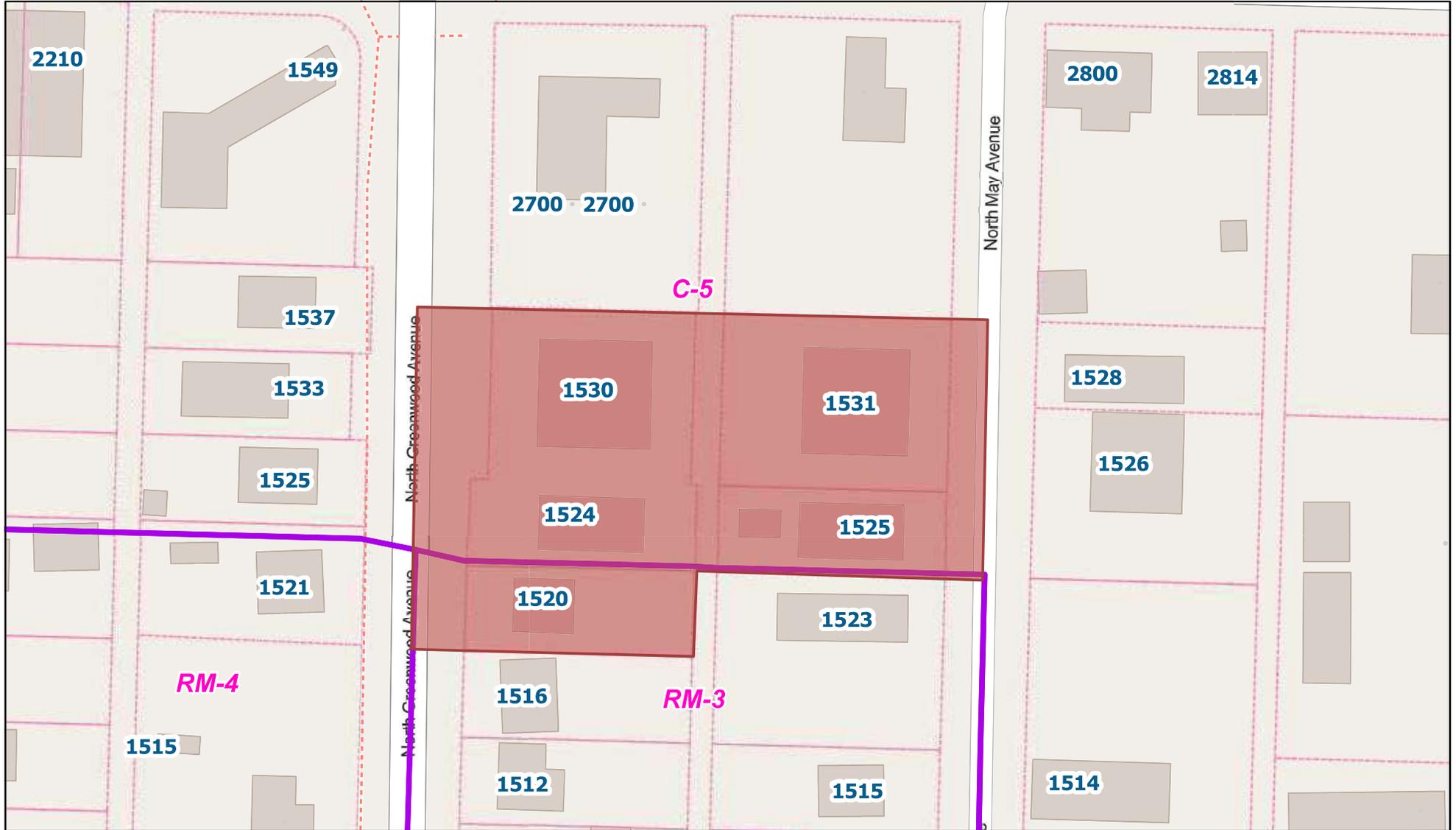
1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

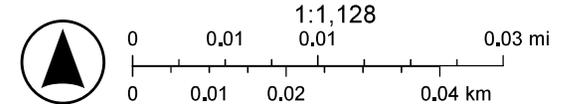
Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

Rezoning #1-1-26 – A request by Dana Roza, agent for Samuel and Petra Salas, for a zone change from Residential Multifamily Medium Density (RM-3) and Commercial Heavy (C-5) to a Planned Zoning District (PZD) at 1520, 1524, and 1530 North Greenwood Avenue, and 1525 and 1531 May Avenue.



12/19/2025, 1:03:08 PM

-  Zoning
-  Addresses
-  Parcels



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



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Joshua D. Robertson, Director of Citizen Services
DATE: January 27, 2026
SUBJECT: Alleyway Rehabilitation Project Construction Contract

SUMMARY

At the direction of the Board of Directors at the December 16, 2025 Regular Meeting, the City issued a public re-bid for the Alleyway Rehabilitation Project, which is fully funded through the EPA Climate Pollution Reduction Grant (CPRG). Six sealed bids were received and opened on January 27, 2026. Western Millwright Commercial Construction, Inc. submitted the lowest responsive bid in the amount of \$2,612,654.00. McClelland Consulting Engineers, Inc. reviewed the bid materials and recommends award of the contract to Western Millwright Commercial Construction, Inc.

The contract amount remains fully funded by the CPRG grant and will have no financial impact on the City's General Fund. The project will rehabilitate approximately 12,524 linear feet of alleyways within Wards 1 and 2, providing critical infrastructure improvements supported entirely by federal grant funding.

ATTACHMENTS

1. [Resolution_-_Alleyway_Rehab_Construction_Contract \(1\).pdf](#)
2. [Alleyway Rehab Project Bid Tabulation Sheet 1.27.26.pdf](#)
3. [Bid Recommendation.pdf](#)
4. [Reduced Layout Map.pdf](#)
5. [Reduced Design Rendering.pdf](#)

FISCAL IMPACT: \$2,612,654.00
BUDGET INFORMATION: Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)
GRANT AMOUNT: \$14,500,000.00
GRANT NAME: Climate Pollution Reduction Grant (CPRG)
GRANT AGENCY: Environmental Protection Agency (EPA)

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WESTERN MILLWRIGHT COMMERCIAL CONSTRUCTION INC. FOR THE ALLEYWAY REHABILITATION PROJECT

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

WHEREAS, bids were opened on January 27, 2026, and Western Millwright Commercial Construction Inc. submitted the lowest responsive, responsible bid in the amount of \$2,612,645.00, as shown in the certified bid tabulation; and

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

WHEREAS, the project includes the rehabilitation of approximately 12,524 linear feet of alleyways within Wards 1 and 2, and is funded 100% by CPRG with no financial impact to the City’s General Fund.

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

SECTION 1: A contract with Western Millwright Commercial Construction Inc., which is incorporated herein by reference, for the Alleyway Rehabilitation Project, as outlined in the certified bid tabulation and recommendation letter, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the contract with Western Millwright Commercial Construction Inc. as approved by Section 1 herein, in the amount of \$2,612,645.00 for a contract period of 365 days for substantially completing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

Bid Tabulation Sheet

Project Name

Fort Smith Alleyway Rehabilitation Project
24-8109

Bid Opening

01/27/2026
10:00AM

Engineer's Estimate

\$3,966,819.00

Bids Received

Western Millwright Services, Inc. Russellville, AR	<u>\$ 2,612,645.00</u>
Forsgren, Incorporated Fort Smith, AR	<u>\$ 2,967,739.80</u>
NEC Rogers, AR	<u>\$ 3,105,898.05</u>
Steve Beam Construction, Inc. Fort Smith, AR	<u>\$3,155,718.29</u>
Goodwin & Goodwin, Inc Fort Smith, AR	<u>\$ 3,319,326.00</u>
Curtis Construction, Inc Russellville, AR	<u>\$ 3,875,068.53</u>

January 27, 2026

Mr. Joshua Robertson, Director
Department of Citizen Services
623 Garrison Avenue
Fort Smith, AR 72901

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

Dear Mr. Robertson,

On January 27, 2026, we opened bids on the Fort Smith Alleyway Rehabilitation project and we received six responsive bids. Western Millwright Commercial Construction from Russellville, Arkansas is the low bidder with a bid in the amount of \$2,612,645.00. The certified bid tabulation is attached for reference.

We have worked with Western Millwright on past projects, including work on Job 040738 – Ozark Sidewalks (TAP-16)(S) and Waldron Sidewalk Improvements (AEDC funded project for City of Waldron). Their construction crews work very efficiently and we have had no issues working alongside them during construction; therefore, we recommend awarding the bid to Western Millwright Commercial Construction in the amount of \$2,612,645.00.

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

Sincerely,
McClelland Consulting Engineers, Inc.



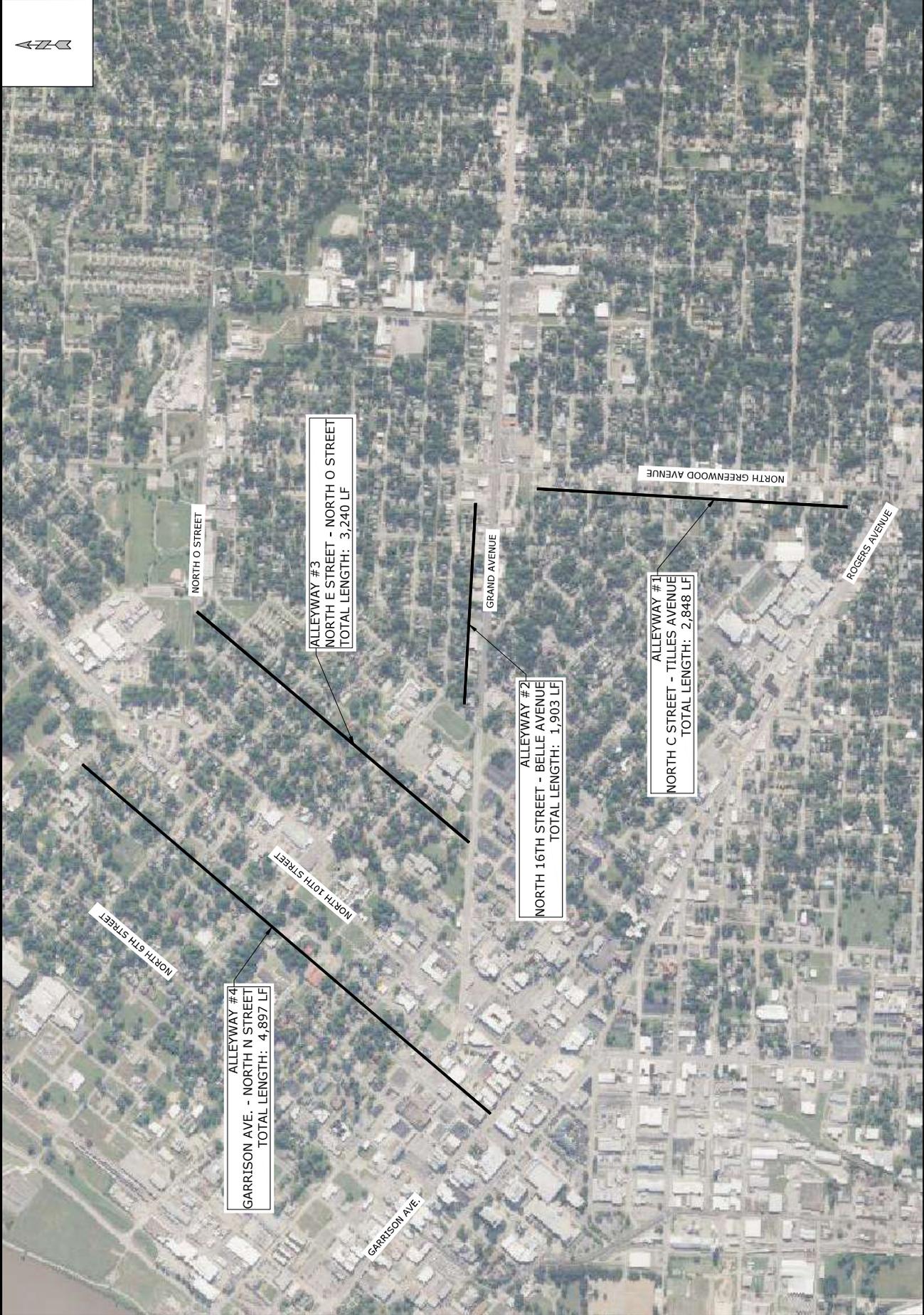
James A. Hanna, P.E.

enclosure: Certified Bid Tabulation



REV	DATE	DESCRIPTION

PROJECT NUMBER	24-8109
DATE	1/27/2026
SCALE	1:100%
PLANS NUMBER	248109
MTS	



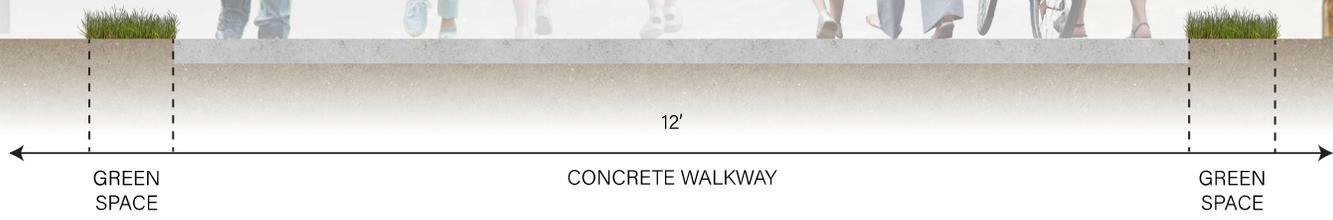


IMPROVED ALLEYWAY
LIGHTING



EXISTING HOUSING

EXISTING





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Joshua D. Robertson, Director of Citizen Services
DATE: January 27, 2026
SUBJECT: Alleyway Rehabilitation Project Professional Services Agreement

SUMMARY

The attached resolution authorizes the Mayor to execute a Construction Administration and Engineering Services Agreement with McClelland Consulting Engineers, Inc. (MCE) for the Alleyway Rehabilitation Project. This agreement provides construction administration, inspection, coordination, and engineering support services necessary for the successful delivery of the Alleyway Rehabilitation Project. All services and fees are included in the professional services contract provided by MCE.

The contract amount is \$240,240.00, and the work will occur over 425 calendar days from the issuance of Notice to Proceed. The agreement follows the City's standard professional services contract previously reviewed and approved by the City Attorney. The Alleyway Rehabilitation Project is funded 100% through the Climate Pollution Reduction Grant (CPRG), with no cost to the City's General Fund. Construction impacts Wards 1 and 2 and includes approximately 12,524 linear feet of alley improvements.

ATTACHMENTS

1. [Resolution_-_Alleyway_Rehab_Administration_Contract.pdf](#)
2. [Fort Smith Alleyway Rehab Construction Admin Agreement.pdf](#)

FISCAL IMPACT:	\$240,240.00
BUDGET INFORMATION:	<i>Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)</i>
GRANT AMOUNT:	\$14,500,000.00
GRANT NAME:	<i>Climate Pollution Reduction Grant (CPRG)</i>
GRANT AGENCY:	<i>Environmental Protection Agency (EPA)</i>

RESOLUTION NO. _____

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

WHEREAS, the City of Fort Smith is undertaking the Alleyway Rehabilitation Project, consisting of improvements to approximately 12,524 linear feet of alleyways located in Wards 1 and 2 and funded 100% by the Climate Pollution Reduction Grant (CPRG); and

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

WHEREAS, the attached agreement outlines the scope of work, schedule, and compensation for these services in an amount not to exceed \$240,240.00.

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

SECTION 1: The Agreement for Professional Services between the City and McClelland Consulting Engineers, Inc., which is incorporated herein by reference, for construction administration and engineering services for the Alleyway Rehabilitation Project in the amount of \$240,240.00 is hereby approved.

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

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2026.

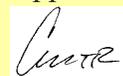
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

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

THIS IS AN AGREEMENT made as of _____, 2026 between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER)** and **McClelland Consulting Engineers, Inc., 4019 Massard Road, Fort Smith, Arkansas 72903 (ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the **Fort Smith Alleyway Rehabilitation (Project Number 24-8109)** (hereinafter called the **Project**).

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

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

Rev. 10/31/2024

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

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

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

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

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

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

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

2.1.7 Providing assistance in resolving any Hazardous Environmental Condition

Rev. 10/31/2024

in compliance with current Laws and Regulations.

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

Rev. 10/31/2024

SECTION 3 - OWNER'S RESPONSIBILITIES

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

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

Rev. 10/31/2024

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

Rev. 10/31/2024

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

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

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.3 For Reimbursable Expenses

In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, upon ENGINEER providing OWNER an itemized receipt identifying

Rev. 10/31/2024

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

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

5.1.3.1 Airfare

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

5.1.3.2 Lodging

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

5.1.3.3 Meals

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

5.1.3.4 Mileage

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

5.1.3.5 Parking and Tolls

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

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

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

5.1.3.7 Lease Agreements

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

5.1.3.8 Working Meals with OWNER

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

5.1.3.9 Rental Cars

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

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

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

5.2 Times of Payment

5.2.1 ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on ENGINEER's Hourly Rates as shown on the attached **Exhibit B**,

Rev. 10/31/2024

“Engineer’s Hourly Rates” for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.

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

5.3 Other Provisions Concerning Payments

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

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

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

5.4 Definitions

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

Rev. 10/31/2024

office facilities, furniture, utilities, vehicles, equipment.

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

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

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

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

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

6.1.2 Termination

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

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

6.1.2(B) For cause,

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

b. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.1.2(B).a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such

Rev. 10/31/2024

30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.1.3 Effective Date of Termination

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

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

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

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

7.2 Controlling Law and Venue

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

7.3 Successors, Assigns, and Beneficiaries

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

7.3.2 Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is

Rev. 10/31/2024

mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.3.3 Unless expressly provided otherwise in this Agreement:

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

7.4 Access To Records

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

7.5 Standards of Performance

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

Rev. 10/31/2024

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

7.6 Insurance

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

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

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

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

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

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

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

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

Rev. 10/31/2024

7.7 Indemnification

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

7.8 Waiver

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

7.9 Notices

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

7.10 Survival

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

7.11 Severability

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

7.12 Cost Opinions and Projections

7.12.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs,

Rev. 10/31/2024

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

7.13 Limitation of Liability

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

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

7.14 Delays

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

Rev. 10/31/2024

SECTION 8 - EXECUTION

- 8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, or modified by a duly executed written instrument.
- 8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.
- 8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Two Hundred Forty Thousand Two-Hundred Forty and 00/100 Dollars (\$240,240.00)** without written approval of the OWNER.
- 8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **425 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER).

8.5 Address for giving notices:

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

8.6 Designated Representative (see Section 3.8):

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

(The Remainder Of This Page Is Blank)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST:

(City Clerk), Sherri Gard

City of Fort Smith, Arkansas
(Owner)

By: _____
George McGill, Mayor

Date Signed: _____

(SEAL)

(Corporate Secretary)

Kevin Beaumont
Date: 2026.01.28
08:58:16-06'00'

(Witness)



McClelland Consulting Engineers, Inc.
(Engineer - Company Name)

By: _____
President, Fayetteville Office

Daniel Barnes, P.E.
(Printed Name)

1580 East Stearns Street
(Mailing Address)

Fayetteville AR 72703
(City) (State) (Zip)

Engineer License or Certificate No. 24

State of: Arkansas

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



**EXHIBIT A – SCOPE OF SERVICES
CONSTRUCTION PHASE SERVICES**

The Basic Services of the Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below.

The OWNER has advertised and conducted a bid opening meeting for the Fort Smith Alleyway Rehabilitation project. The bid opening took place on January 27, 2026 and produced the low bid price of \$2,612,645.00. The project scope will involve converting poorly maintained alleyways to multi-use paths and local access streets that will improve the safety, connectivity, and aesthetics of those alleyways identified for rehabilitation. The OWNER requires construction administration services from the ENGINEER including part-time on-site construction observation. See attached Exhibit A.1 for alleyway locations identified for rehabilitation.

In order to assist the OWNER with this objective, the ENGINEER will complete the following tasks:

Task No. 1 – Construction Administration & Observation Phase

- Represent OWNER at meetings and as needed pertaining to this project.
- Conduct a pre-construction conference with the OWNER and Contractor.
- Prepare a Conformed set of construction plans, contract documents, and technical specifications.
- Coordinate with the Contractor on establishing survey controls.
- Review Contractor submittals.
- Provide an average of 20 hours per week of on-site observation of the construction work as it progresses for a period not to exceed 425 calendar days (approximately 61 weeks).
- Prepare contractor pay estimates and submit to OWNER for review and approval.
- Prepare change orders, if necessary.
- Prepare reimbursement requests and submit to grant agency for review and approval.
- Attend a final inspection and prepare a punch list.
- Prepare as-built record drawings utilizing Contractor’s measurements.
- Prepare and submit close out documentation.
- Provide overall project management and administration.

Services under this section may be broken into several phases according to OWNER funding and scheduling requirements. If all work is not constructed as a part of one project, the OWNER and ENGINEER will negotiate revised fees accordingly.



Services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER within the following specified times following written authorization to proceed with that phase of the services.

<u>Phase</u>	<u>Calendar Days After Notice to Proceed</u>
Task No. 1 – Construction Administration & Observation	425

W:\2024\24-4109 - Fort Smith Alleyway Rehabilitation Project\Exhibits\24-4109 Alleyway Rehab Layout - Meeting Map.dwg PRINTED On: January 27, 2026 @ 1:25 PM



MCE
McCLELLAND
CONSULTING
ENGINEERS, INC.
 4019 MASSARD ROAD
 FORT SMITH, ARKANSAS 72903
 WWW.MCE.US

FORT SMITH ALLEYWAY
 REHABILITATION
 FORT SMITH, AR



REVISIONS	
REV	DESCRIPTION

EXHIBIT A.1

PROJ NUMBER	244109	DRAWN BY	EF
DATE	1/27/2026	PROJECT	1005
SCALE	AS SHOWN	PROJECT NUMBER	244109
NTS			



EXHIBIT B

January 1, 2025

* Standard Hourly Rates

Chief Draftsman	\$	130.00
Clerical	\$	85.00
Construction Observer	\$	125.00
Draftsman	\$	130.00
Environmental Scientist / Designer	\$	150.00
Geotech Engineer	\$	240.00
Human Resources / Payroll	\$	120.00
Landscape Architect	\$	170.00
Media Specialist	\$	105.00
Principal	\$	280.00
Project Accountant	\$	185.00
Project Designer	\$	136.00
Project Designer - Intern	\$	60.00
Project Engineer	\$	180.00
Project Manager	\$	190.00
Registered Land Surveyor	\$	175.00
Senior Project Manager	\$	220.00
Soils Lab Technician	\$	150.00
Specification Writer	\$	102.00
Structural Engineer	\$	270.00
Survey - GPS	\$	130.00
Survey Crew - Three Man	\$	195.00
Survey Crew - Two Man	\$	165.00
Survey Field - One Man	\$	130.00
Survey Technician	\$	95.00
Mileage Rate		.705 per Mile
Expenses		At Cost

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*



EXHIBIT C - FEE SCHEDULE



Fort Smith Alleyway Rehabilitation

Fee Proposal Summary

Date 1/27/2026

Project No. 24-8109

Task Description	Sr. Project Manager	Project Manager	Project Designer	Construction Observer	Clerical	Total Fee
	\$220	\$190	\$136	\$125	\$85	
Task No. 6 - Construction Administration & Observation						
Pre-construction Meeting	2	6	6	4		
Submittal Review	4	20	20	10	12	
Construction Observation/Site Visits	10	80	100	1240		
Prepare Pay estimates, Change Orders, and Reimbursement Requests; prepare close out documentation for project	8	50	50	20	53	
Prepare As-built record Drawings	4	10	30	12		
Represent OWNER at meetings and as needed pertaining to this project	4	30	6			
Subtotal Hours	32	196	212	1286	65	
Total Estimated Professional Fees	\$7,040	\$37,240	\$28,832	\$160,750	\$5,525	\$239,387
Estimated Reimbursable Expenses						
Mileage - 500 Miles @ \$0.705/mile						\$353
Plans & Project Manual - FS Blueprint						\$500
Total Estimated Reimbursable Expenses						\$853
TOTAL NOT TO EXCEED FEE						\$240,240



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with columns for PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 24-8109 Fort Smith Alleyway Rehabilitation

CERTIFICATE HOLDER CANCELLATION

Table with columns for CERTIFICATE HOLDER (City of Fort Smith Water Utilities) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).



MEMORANDUM



TO: Honorable Mayor and Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: January 5, 2026
SUBJECT: Downtown Services/Main Street Program agreement with Main Street Fort Smith

SUMMARY

The Downtown Development Services and Main Street Program Public Services Agreement between the City of Fort Smith and Main Street Fort Smith expired December 31, 2025 after being in effect for three years.

The original agreement with 64.6 Downtown was authorized for 2023 and contained two automatic renewal periods of one year each covering 2024 and 2025. A similar agreement was presented for the Board's consideration at the January 20, 2026 regular meeting, and the Board tabled the resolution pending study session discussion. The item was discussed at the January 27 study session, where Main Street Fort Smith presented information regarding past activities, discussed upcoming plans and programs, and responded to questions from the Board. The Board then directed that the item be placed on the February 3 regular meeting agenda for the Board's consideration.

The Downtown Development Services include representing the city's interests with the Fort Smith Downtown Business Association, coordinating targeted recruitment of businesses to downtown Fort Smith, coordinating with property owner to develop or improve vacant downtown properties, suggesting revitalization projects for downtown, and other items detailed in the Scope of Services section in the attached agreement. Prior to the 2023 agreement, the city had not regular involvement in these activities since the elimination of the Downtown Coordinator position several years ago.

Secondly, the Arkansas Downtown Network and the Arkansas Main Street Program are active statewide functions that provide support and access to grant programs for the benefit of properties in Arkansas' downtown districts. This agreement specifies that the contractor coordinate involvement in these programs on behalf of the city and help the city and its downtown property owners take advantage of them. Participation in the Arkansas Main Street Program requires the involvement of an independent private non-profit entity, aside from the city itself. In order to participate in and benefit from this statewide program, the city must contract with an outside agency to coordinate the program.

Funds are included in the FY2026 budget specifically for the purpose of supporting this agreement at a rate of \$12,500 per month through the end of 2026, and the agreement

provides for two one-year automatic renewal periods thereafter. This proposed action aligns with Goal FLY-3 of the Future Fort Smith Comprehensive Plan regarding revitalization of Downtown Fort Smith.

Please contact me with questions related to this agenda item.

ATTACHMENTS

1. [20260203_Resolution_-_Downtown_Services_Agmt_v2.pdf](#)
2. [20260120 Agreement - Downtown Development Main St services for 2026.pdf](#)

FISCAL IMPACT: \$150,000.00
BUDGET INFORMATION: Budgeted / City Administrator

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH 64.6 DOWNTOWN d/b/a MAIN STREET FORT SMITH TO PROVIDE DOWNTOWN DEVELOPMENT SERVICES AND PROVIDE FOR THE OPERATION OF THE ARKANSAS MAIN STREET PROGRAM IN CONJUNCTION WITH THE CITY OF FORT SMITH

WHEREAS, Downtown Fort Smith is a vital piece of the community’s identity, and managing the continued development and redevelopment of businesses, retail shops, residential living, residential support services, attractions, dining and entertainment venues in and around Downtown Fort Smith is a community priority that requires active management, promotion, and coordination with various interest groups; and

WHEREAS, participation in the Arkansas Main Street and National Main Street programs require the involvement of a qualified not for profit entity to work with the City to administer such programs for the benefit of property owners and businesses within Downtown Fort Smith.

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

Section 1. The Downtown Development Services & Main Street Program Public Services Agreement with 64.6 Downtown d/b/a Main Street Fort Smith to provide downtown development services and operate the Arkansas Main Street Program in conjunction with the City of Fort Smith, incorporated herein by reference, is hereby approved with an effective date of January 1, 2026.

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 February, 2026.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

DOWNTOWN DEVELOPMENT SERVICES & MAIN STREET PROGRAM
PUBLIC SERVICES AGREEMENT

On this _____ day of _____, 2026 this Downtown Development Services & Main Street Program Public Services Agreement (“Agreement”) is entered into between the City of Fort Smith, Arkansas (the “City”) and 64.6 Downtown, an Arkansas nonprofit corporation doing business as Main Street Fort Smith (“Main Street Fort Smith”), for downtown development services and operation of the Arkansas Main Street Program in conjunction with the City of Fort Smith.

WHEREAS, Downtown Fort Smith is a vital piece of the community’s identity, and managing the continued development and redevelopment of businesses, retail shops, residential living, residential support services, attractions, dining and entertainment venues in and around Downtown Fort Smith is a community priority that requires active management, promotion, and coordination with various interest groups; and

WHEREAS, participation in the Arkansas Main Street and National Main Street programs require the involvement of a qualified not for profit entity to work with the City to administer such programs for the benefit of property owners and businesses within Downtown Fort Smith; and

WHEREAS, the City of Fort Smith sought proposals from qualified entities to provide downtown development services and operate the Arkansas Main Street program in Downtown Fort Smith; and

WHEREAS, 64.6 Downtown, a legal entity established as a tax-exempt charitable organization under section 501(c)(3) of the Internal Revenue Code and doing business as Main Street Fort Smith, has demonstrated the ability to provide such services.

NOW, THEREFORE, the parties, in consideration of the terms, covenants, and conditions as set forth herein, hereby agree as follows:

1. SCOPE OF SERVICES to be provided by Main Street Fort Smith related to Downtown Fort Smith development services include:
 - a. Attend meetings and functions of the Fort Smith Downtown Business Association and regularly report on such activities to the City Administrator (or designee);
 - b. Coordinate recruitment of businesses to Downtown Fort Smith;
 - c. Coordinate with property owners or developers to improve vacant Downtown Fort Smith properties and identify opportunities to seek grants or other partnership opportunities to activate dormant Downtown Fort Smith properties;
 - d. Suggest, develop and coordinate Downtown Fort Smith revitalization projects, which might include safety, streetscape, signage, existing structures, entertainment and activity efforts within Downtown Fort Smith;

- e. Explore and implement creative ideas for spaces in Downtown Fort Smith including but not limited to public art, intermodal connectivity, cultural events, public events and festivals, etc.;
 - f. Facilitate, coordinate and/or organize seasonal lights, banners and other decorations in Downtown Fort Smith;
 - g. Offer educational, networking and social opportunities to businesses and friends of Downtown Fort Smith to enhance a unified atmosphere in Downtown Fort Smith;
 - h. Market Downtown Fort Smith across various media platforms with the objective of informing residents and visitors of a vibrant downtown in which to live, play, work and invest. Facilitate and maintain a strong online presence, organize advertisements in publications, and coordinate with other businesses and organizations that promote Downtown Fort Smith, specifically including the City of Fort Smith Public Relations Manager;
 - i. Pursue cooperative activities with community partners, including but not limited to the Advertising and Promotion Commission, the Central Business Improvement District and the Fort Smith Convention Center, to encourage and support promotional events, advertising, special events, business recruitment, retention and expansion;
 - j. Coordinate with operational departments of the City of Fort Smith as necessary to facilitate events, improve amenities, or maintain infrastructure in Downtown Fort Smith;
 - k. Encourage a cooperative climate between Downtown Fort Smith interests and local public officials;
 - l. Develop strong and productive working relationships with appropriate public agencies at the local, regional and state levels; and
 - m. Conceptualize, develop, suggest, write, advocate for, coordinate and implement public policy, ordinances, or legislation designed to benefit business, development, redevelopment, revitalization and other projects or interests related to Downtown Fort Smith.
2. SCOPE of SERVICES to be provided by Main Street Fort Smith related to operation of the Arkansas Main Street Program in conjunction with the City of Fort Smith include:
- a. Serve as the official entity of record for the Arkansas Main Street Program in conjunction with the City of Fort Smith and ensure that the local program remains in good standing with the statewide program;
 - b. Prepare reports required by the Department of Arkansas Heritage and Main Street Arkansas to keep accreditation as a Main Street Program and maintain eligibility for Main Street grants and programs; and

- c. Process any membership dues or subscription payments for maintaining membership in the Arkansas Main Street Program or any other similar dues or memberships. Such expense may be included as a reimbursable expense and invoiced to the City.

3. COMPENSATION and METHOD OF PAYMENT

- a. The total amount to be paid to Main Street Fort Smith for services provided in this Agreement shall equal \$12,500 per month and shall not exceed \$150,000 per any calendar year, plus any reimbursable expenses specified herein.
- b. Main Street Fort Smith shall invoice the City monthly for the compensation amount, plus any reimbursable expenses, at which time the City shall process payment according to its normal processes.

4. TERM of AGREEMENT

- a. The term of this Agreement shall be from January 1, 2026 through December 31, 2026.
- b. This Agreement shall automatically renew for up to two one-year periods, unless terminated by either party by providing written notice at least thirty (30) days prior to the end of the then current period. Extension of the arrangement beyond the second renewal period must be formally evaluated and approved by both parties.
- c. Termination. Either party may terminate this Agreement at any time and without cause by providing written notice at least thirty (30) days prior to termination.
- d. Notices. The Parties have designated the following for the receipt of Notices related to this Agreement.
 - i. For the City of Fort Smith, Notices shall be provided via hard copy or email to:
City of Fort Smith
City Administrator
PO Box 1908
Fort Smith, AR 72902
administration@fortsmithar.gov
 - ii. For Main Street Fort Smith, Notices shall be provided via hard copy or email to:
Main Street Fort Smith
Executive Director
411 Garrison Ave, Ste 109
Fort Smith, AR 72901
director@mainstreetfs.org

5. ANCILLARY CONDITIONS

- a. Main Street Fort Smith recognizes that it is not an agent of the City and does not have the authority to bind or commit the City to any agreements for services or other arrangements without the express written authorization of the City Administrator or governing body of the City.
- b. Main Street Fort Smith will operate as an independent contractor and organization, solely and entirely responsible for its actions and for the actions of its agents, employees, volunteers, contractors and subcontractors during the performance of its duties under this Agreement.
- c. Main Street Fort Smith shall not assign or transfer any interest in this Agreement without prior written consent of the City of Fort Smith.
- d. Main Street Fort Smith agrees to defend, indemnify, and hold harmless the City, its employees, officers and agents, from and against losses and claims, demands, payment, suits, recoveries, and judgments against it, and reasonable attorney's fees and expenses incurred in defending same, by reason of any act or omission of Main Street Fort Smith, its contractors, subcontractors, agents or employees in the performance of this Agreement.
- e. Insurance. Main Street Fort Smith shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Main Street Fort Smith agrees to furnish to the City certificates of insurance or other evidence that such insurance has been procured and is in effect. The City of Fort Smith shall be named as an additional insured on all policies as appropriate.
- f. This Agreement may be executed electronically, or by facsimile, and in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same document.

This Agreement is hereby approved and executed by representatives of the Parties, each attesting that they are duly authorized.

CITY OF FORT SMITH, ARKANSAS

Downtown 64.6
d/b/a Main Street Fort Smith

By: _____
George B. McGill, Mayor

By: _____
Executive Director

ATTEST: _____
City Clerk



MEMORANDUM

TO: Board of Directors
CC: Jeff Dingman, Acting City Administrator
FROM: Amanda Strange, Director of Internal Audit
DATE: January 28, 2026
SUBJECT: Resolution adopting agreed-upon procedures for Parrot Island Waterpark audit and selecting external auditors

SUMMARY

Directors have recently indicated interest in engaging a third-party CPA firm to perform an audit of the Parrot Island Waterpark. The options to audit the Parrot Island Waterpark were discussed at the January 8, 2026 Audit Advisory Committee meeting.

The consensus from that discussion was to engage a third-party CPA to perform an agreed-upon procedures (AUP) engagement that includes audit procedures on the 2025 operations of the Parrot Island Waterpark. The benefits of an AUP engagement include the ability to customize procedures to address specific areas of concern, a lower cost than a financial statement audit, and a shorter time-frame to receive the final results.

These procedures focus on testing the following areas:

- Cash balances
- Cash receipts
- Cash disbursements
- Invoices received but not paid by year end
- Cash transfers
- Timeliness of reporting
- Financial analytics
- Base and incentive compensation

These procedures will be performed by the City's external auditor, Forvis Mazars, LLP, which is a third-party CPA firm, for an estimated cost ranging from \$30,000 to \$40,000. This cost will be paid from the operating funds of Parrot Island Waterpark in accordance with their accounting and operating procedures.

The minimum required balance for the operating account of Parrot Island Waterpark is \$75,000. If funds in the operating account fall below the minimum required balance, the City of Fort Smith and Sebastian County are required to deposit equal amounts sufficient to reach the required minimum balance.

The agreed-upon procedures engagement contract with Forvis Mazars, LLP that specifies the procedures to be performed is attached.

ATTACHMENTS

1. [2-3-26_Item_2533_Resolution_-_Adopting_Agreed-Upon_Procedures_for_Parrot_Island_Waterpark_Audit_and_Selecting.pdf](#)
2. [2-3-26 Item 2533 Forvis Mazars City of Fort Smith 2025 AUP Contract - Firm Signed.pdf](#)

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FORVIS MAZARS, LLP FOR THE PURPOSE OF CONDUCTING THE PARROT ISLAND WATERPARK AUDIT

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

SECTION 1: The contract with Forvis Mazars, LLP, incorporated herein by reference, for services related to the Parrot Island Waterpark is hereby approved.

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

SECTION 3: Payment for the services performed by Forvis Mazars, LLP will be funded from the operating account of Parrot Island Waterpark.

THIS RESOLUTION ADOPTED THIS ___ DAY OF FEBRUARY 2026.

Approved

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



No Publication Required

January 29, 2026

City of Fort Smith, Arkansas
623 Garrison Avenue
Fort Smith, AR 72902

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience®**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

CITY OF FORT SMITH, ARKANSAS

- Agreed-Upon Procedure Services for the year ended December 31, 2025

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of this service, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

We have estimated the time, skill, and resources, including our proprietary information required to complete the services, required by our engagement and expect our fee to range between \$30,000 and \$40,000. This fee includes costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of CITY OF FORT SMITH, ARKANSAS.

BY _____
George McGill, City Mayor

DATE _____

BY _____
Amanda Strange, Internal Auditor

DATE _____

AM: 32130

Scope of Services – Agreed-Upon Procedure Services

We will apply the procedures enumerated in the attachment to this contract to cash, cash receipts, cash disbursements, accounts payable, accounts receivables, certain revenues and expenses, insurance coverage, and financial reporting requirements of the Parrot Island Waterpark (Waterpark) as of and for the years ended December 31, 2024 and 2025. American Resort Management, LLC (ARM) and management of the City are responsible for any identified discrepancies, unusual transactions, or potential misstatements of cash reporting.

The City of Fort Smith, Arkansas, has agreed to these procedures and acknowledged that the procedures to be performed are appropriate for the intended purpose regarding certain financial statement elements of the Waterpark. Our responsibility is to carry out these procedures and report on our findings. It is understood that we make no representation regarding the appropriateness of these procedures for the purpose for which this report has been requested or for any other purpose. The procedures we will perform may not address all the items of interest to a user of our report and may not meet the needs of all users of our report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Our engagement to perform agreed-upon procedures is not designed to constitute an examination or a review of the subject matter, the objective of which is the expression of an opinion or conclusion, respectively, on the subject matter. Accordingly, the report will not express an opinion or a conclusion on the financial statement elements identified above. If additional procedures were to be performed, other matters might have come to our attention. In addition, we have no obligation to perform any procedures beyond those listed in the attachment to this letter.

David Coleman, partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our engagement that summarizes the procedures performed, and the results of those procedures. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. The written report and related procedures we will perform are for the intended use of:

Entity Name	Party Name
CITY OF FORT SMITH, ARKANSAS	Board of Directors, Audit Committee and Management of the City of Fort Smith

Our report will be intended for use by and restricted to the use of the specified parties and our report will contain such restricted use language.

The following apply for the agreed-upon procedure services described above:

Our Responsibilities	We will conduct our agreed-upon procedures engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants.
-----------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

Limitations & Fraud	Our engagement will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud, or illegal acts. Should we encounter known or suspected fraud or noncompliance with laws or regulations, we will follow the AICPA Code of
--------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Professional Conduct and applicable law to evaluate appropriate communication, if any, to the responsible parties and/or engaging parties.

You accept that these procedures are not a substitute for management's responsibility to ensure controls are in place to prevent and detect theft and all other forms of fraud and illegal acts. Therefore, you agree we are not responsible for the cost of damages or any liability arising from errors or irregularities, fraud, defalcations, or any other form of noncompliance or theft, caused by current or former employees, directors, owners, or third parties.

Report

If, for any reason, we are unable to complete our procedures, we may decline to issue a report as a result of this engagement.

Management Responsibilities

American Resort Management, LLC and management of the City are responsible for the following:

- Proper recording of transactions and preparation of financial statements
- Establishing and maintaining effective internal control over financial reporting
- Setting the proper tone
- Creating and maintaining a culture of honesty and high ethical standards
- Establishing appropriate controls to prevent, deter, and detect fraud and illegal acts
- Identifying and ensuring compliance with laws and regulations applicable to its activities
- Establishing and maintaining effective internal control over compliance
- Implementing and monitoring controls

To facilitate our engagement, management of American Resort Management, LLC and management of the City are responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items and for the subject matter.

Written Representations

At the conclusion of our engagement, we will request certain written representations from American Resort Management, LLC and management of the City that, among other things, will confirm your responsibility for the financial statement elements.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between

subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees

paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access

to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission (“SEC”) and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants (“AICPA”), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor’s report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor’s report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, “Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document.”

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an

electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars’ services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to

secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

**Agreed-Upon Procedures
Attachment to Contract Dated January 29, 2026**

1. Obtain the following documents and report if any documents were not available:
 - a. Executed Management Agreements between the City of Fort Smith, Sebastian County, and American Resort Management, LLC covering the period from January 1, 2024 through December 31, 2025. American Resort Management, LLC and management of the City are responsible for providing the executed Management agreement governing the period.
 - b. All monthly bank statements for the 2025 calendar year for the Operating Account and any sub-account as defined in the Management Agreement.
 - c. All monthly bank reconciliations and supporting schedules for the 2025 calendar year for the Operating Account and any sub-account as defined in the Management Agreement.
 - d. The December 31, 2024 bank reconciliations and supporting schedules for the Operating Account and any sub-account as defined in the Management Agreement.
 - e. All monthly financial statements for the 2025 and 2024 calendar years for Parrot Island Waterpark, defined as the balance sheets and income and loss statements.
 - f. An electronic file of the general ledger (cash receipts, cash disbursements, cash transfers, and adjusting journal entries) containing all transactions included in the monthly financial statements for the 2025 calendar year for Parrot Island Waterpark.
 - g. Detail listing of accounts payable at December 31, 2025 and 2024.
 - h. Detail listing of accounts receivable at December 31, 2025 and 2024
 - i. Daily attendance records summarized by type (daily park admittance, annual pass, special events, etc.) for the 2025 calendar year.
 - j. A list of revenues per day and totaled for each month by source (daily park admittance, annual pass, special events, concession, rentals, etc.) for the 2025 calendar year.
 - k. A list of concession items sold during 2025, which includes each items its corresponding sales price and average cost.
 - l. American Resort Management, LLC's accounting policies covering cash receipts, cash disbursements, capitalization of fixed assets, calculating management fees, and compiling and reporting financial statements for the Waterpark.
 - m. American Resort Management, LLC will provide a complete list of all insurance policies and respective polices covering any period from January 1, 2025 through December 31, 2025, including the insurance provider, a description of coverage, the term of coverage, the total premium paid, and the dates the premiums were paid.
2. Confirm directly with the bank the December 31, 2025 and 2024 bank account balances for the Operating Account and any sub-account as defined in the Management Agreement.

3. Perform the following procedures using the monthly bank statements and monthly reconciliations obtained in step 1 and confirmations from step 2 on cash balances of the Operating Account and any sub-account as defined in the Management Agreement:
 - a. Agree the confirmed bank balances to the bank balances on the December 31, 2025 and 2024 bank reconciliations and report on any differences greater than \$100.
 - b. Agree the reconciled cash balance (balance per books) on the December 31, 2024 bank reconciliations to the December 31, 2024 balance sheet and report on any differences greater than \$100.
 - c. Agree the reconciled cash balance (balance per books) on the monthly bank reconciliations for the 2025 calendar year to the balance sheets and report on any differences greater than \$100.
4. Cash Receipts
 - a. Report ARM's policy obtained in step 1i on depositing receipts in the agreed-upon procedures report.
 - b. Using the list of revenues per month by source obtained in step 1j, agree the monthly total revenue to the monthly financial statements. Report differences greater than \$500.
 - c. Mathematically sum all cash receipts included in the general ledger (cash receipts journal) for each month of the 2025 calendar year.
 - d. Mathematically sum all cash deposits included on each monthly bank statement for the 2025 calendar year.
 - e. Trace and agree cash receipt per the general ledger (cash receipts journal) calculated in step 4c to the cash receipts per the bank statements by month calculated in step 4d and report on any differences greater than \$500.
 - f. Select the five largest cash receipts from the general ledger (cash receipts journal) during the year and randomly select the lessor of 10% or 25 from the remaining cash receipts.
 - i. Trace and agree the cash receipts transaction amount to the deposit(s) on the bank statement and report any discrepancies or differences greater than \$1.
 - ii. Trace and agree the cash receipts transaction amount to supporting documents and report any discrepancies or differences greater than \$1.
5. Cash Disbursements
 - a. Obtain from ARM a listing of all authorized check signers and their approval thresholds to be included in the agreed-upon procedures report
 - b. Report ARM's policy obtained in step 1i on payment of invoices in the agreed-upon procedures report .
 - c. Mathematically sum all cash disbursements included in the general ledger (cash disbursements journal) for each month of the 2025 calendar year.
 - d. Mathematically sum all cash payments included on each monthly bank statement for the 2025 calendar year.

- e. Trace and agree total cash disbursements per the general ledger (cash disbursements journal) calculated in step 5c to the cash payments per the bank statements by month calculated in step 5d and report on any differences greater than \$500.
- f. Select the five largest cash disbursements from the bank statements during the year and randomly select the lessor of 10% or 25 from the remaining cash payments.
 - i. Trace and agree the cash payment amount to the general ledger (cash disbursements journal) and report any discrepancies or differences greater than \$1.
 - ii. Trace and agree the cash payment to supporting documents, including approved invoices and check copies, and report any discrepancies or differences greater than \$1. Observe check signer signature on cancelled check and trace and agree cash payment amount to check signer's approved threshold documented in step 5a. Report any cash payments exceeding the check signer's threshold and any check signed by an unauthorized individual (signer is not included in the list of authorized check signers).
 - iii. Report cash payments inspected in steps i and ii above that exceeds 45 days outstanding. For the purposes of this step, days outstanding shall be calculated by subtracting the date of the check from the date of the invoice.

6. Accounts Payable

- a. Request from ARM a listing of all cash disbursements made from first day after year end December 31, 2024 and 2025 through 90 days subsequent to year end.
- b. Randomly select up to 30 subsequent disbursements from the listing obtained in step 6a for each year ending December 31, 2024 and 2025.
- c. For each selected disbursement selected in step 6b:
 - i. Obtain and inspect the invoice, purchase order, receiving documentation, and vendor contract (if applicable) for the respective disbursement. Identify the date goods or service were received (control was transferred to the Waterpark) and based on the dated control transferred determine if the subsequent disbursement should have been included in accounts payable for the applicable year ends. For each disbursement that should have been in accounts payable at the respective year-end trace and agree disbursement amount to the respective year end accounts payable listing. Report in schedule format (Disbursement Schedule) the proper inclusion or exclusion of each subsequent disbursement in accounts payable at the respective year end.
 - ii. Observe and document the due date per the invoice for each disbursement selected in step 6ci and report the due date in the Disbursement Schedule. Calculate and report in the Disbursement Schedule the number of days between the due date listed on the invoice and when the disbursement was made per the cash disbursement listing obtained in step 6a.

7. Cash Transfers

- a. Mathematically sum all cash transfers included in the general ledger (cash transfer schedule) by account for each month of the 2025 calendar year.
- b. Mathematically sum all cash transfers included on each monthly bank statement for the 2025 calendar year.

- c. Trace and agree total transfers for each account in the general ledger (cash transfer schedule) calculated in step 7a to the cash transfers per the bank statements by month calculated in step 7b and report on any differences greater than \$1.
- d. Select five largest cash receipts during the year from the bank statements and randomly select the lessor of 10% or 5 from the remaining cash transfers.
 - i. Trace and agree the cash transfer to the general ledger (cash transfers schedule) calculated in step 7a and report any discrepancies or differences greater than \$1.
 - ii. Trace and agree the cash transfers to supporting documents and report any discrepancies or differences greater than \$1.

8. Timing of Reporting

- a. For each financial statement reporting requirement listed in the Management Agreement, obtain supporting documentation (emails, memos, agendas, etc.) for the communication made by ARM for the 2025 calendar year. Report any financial statement reporting communication that did not comply with the requirements stated in the Management Agreement.

9. Financial Analytics

- a. Using the daily attendance totals and monthly financial statements obtained in step 1, calculate the average monthly revenue per person. For the purposes of this calculation, divide the total monthly revenue by the total number of attendees for each day of that month. Calculate the average annual revenue per person. For the purposes of this calculation, divide total annual revenue by total annual attendance. Calculate the difference between each month's average revenue person and annual revenue per person. For all calculated variance +/- 15% obtain and document from ARM explanations for the variances and report.
- b. Using the monthly income statements for 2025 and 2024, compare the total monthly expense for each month in 2025 to the corresponding month in 2024. Obtain, document and report management's response for any variance exceeding \$1,000 and 5%.
- c. Using the list of concession items obtained in step 1k, calculate and report the profitability of each item. For the purposes of this calculation, profitability should be calculated by subtracting the average cost from the sales price and dividing the difference by the sales price. Obtain, document and report management's explanation for the two items with the lowest profitability.

10. Base Compensation of Manager and Incentive Compensation of Manager Paid

- a. Recalculate all Compensation of Manager payments made during the 2025 calendar year using the formula included in Schedule 6.1 of the Management Agreement. Report discrepancies or differences in the calculation greater than \$500.
- b. Recalculate all Incentive Compensation of Manager payments made during the 2025 calendar year using the formula included in Schedule 6.2 of the Management Agreement. Report discrepancies or differences in the calculation greater than \$500.



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Andrew Richards, Chief Financial Officer
DATE: January 29, 2026
SUBJECT: Resolution authorizing the execution of a software-as-a-service (SaaS) agreement with IGM US Holdings, Inc.

SUMMARY

The Finance Department uses IGM's Gravity software for compilation and assembly of the Annual Comprehensive Financial Report (ACFR), annual budget and the different Capital Improvement Plans. The prior agreement is expiring and we are seeking a new agreement for this Software-as-a-Service (cloud-based) product. Funds are included in the 2026 budget for renewal and continued use of this product.

This item was tabled at the January 20, 2026 meeting. The board requested smaller annual price adjustment terms in the agreement. The vendor revised the offer to 3% annual increases over five years to provide longer-term pricing stability while lowering the annual escalation. The previous offer was 5% annual price adjustment over three years.

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

ATTACHMENTS

1. [Resolution_GRAVITY_2026_agreement \(1\).pdf](#)
2. [2026 - Gravity Order Form & Contract_Fort Smith 2026 - Consolidated Renewal V3 \(5 Yr @ 3%\).pdf](#)

FISCAL IMPACT: \$370,202.00
BUDGET INFORMATION: Budgeted / Finance - Software Licensing Fees

Resolution No. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT WITH IGM US HOLDINGS, INC.

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

SECTION 1: A Software-as-a-Service (Saas) Agreement with IGM US Holdings, Inc., incorporated herein by reference, for providing software services and technical support for automation and reporting of the Annual Comprehensive Financial Report and Annual Budget for the City of Fort Smith, is hereby approved.

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

This resolution adopted this ____ day of February 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

ORDER FORM

Prepared by Name: April Peel

Prepared by Email: apeel@onegravity.com

Customer Information	Gravity Information
City of Fort Smith, AR Billing Address: PO Box 1908 Fort Smith, Arkansas 72901 Billing Email Address:	IGM US Holdings, Inc "Gravity" Primary Address: 333 SE 2 nd Ave, Miami, FL 33131 Contact Email: mmattson@onegravity.com

Order Details	
Subscription Start Date: 2/1/2026 Subscription End Date: 1/31/2031 Currency: USD Payment Term: NET 30	Annual Recurring Base Software Fee: \$69,729 Total One-Time Services Fee: \$0.00 Annual Price Adjustment: 3% Contract Term (Months): 60

Software Services		
Product/Service	Additional Details (If applicable)	Annual Fee
Core Environment & User Access Setup	Access includes up to 10 Named Users.	\$10,418
Additional Named User(s)	17 Additional Named Users	\$4,686
Budget Book Automation - Software	For up to 5 Named Users	\$9,261
Open Data Transparency - Software		\$1,736
ACFR Automation - Component Unit, Software		\$0.00
Data Integration		\$3,473
Annual Premium Support		\$20,475
ACFR Automation - Software	For up to 5 Named Users	\$9,261
CIP Report Automation - Software		\$6,946
Lease Management for GASB 87 - Software		\$3,473
TOTAL SOFTWARE SERVICES FEE	\$69,729	\$69,729

Billing Table		
Start Date	End Date	Total Amount
2/1/2026	1/31/2027	\$69,729
2/1/2027	1/31/2028	\$71,821
2/1/2028	1/31/2029	\$73,976
2/1/2029	1/31/2030	\$76,195
2/1/2030	1/31/2031	\$78,481

Additional Details:

First year fees are payable net 30 days from the Effective Date of this Agreement.

Signatures

This Order Form is entered into between IGM US Holdings, Inc., with its principal place of business at 333 SE 2nd Ave, Miami, FL 33131 (“Company” or “Gravity”), and the entity identified above (“Customer”), and is effective as of the date on which the last party executes this Order Form “the “Effective Date”).

This Order Form includes and incorporates the attached Terms and Conditions (“T&Cs”), as well as any applicable Statement of Work (“SOW”) incorporated herein, in the event Professional Services are purchased. The Order Form, T&Cs, and any SOW shall collectively be referred to as the “Agreement.”

IGM US Holdings, Inc

City of Fort Smith, AR

Signature:
Name:
Title:
Date:

Signature:
Name:
Title:
Date:

TERMS AND CONDITIONS

1. Software as a Service (“SAAS”) SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations.
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 3.3. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

- 4.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.2. Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

- 5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2. Termination for Non-Appropriation of Funds: Contract will terminate if funds are not appropriated for it in the county's budget for each future fiscal year. The contract will terminate on the last fiscal year for which funds were appropriated within the term.
- 5.3. In addition to any other remedies, it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

- 6.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws Arkansas without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT B
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C
Support Terms

Gravity will provide Technical Support to customer via e-mail Monday – Friday between 8am – 8pm Eastern Time (“Support Hours”).

Customer may initiate a helpdesk ticket by emailing support@onegravity.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: January 22, 2026
SUBJECT: Final Pay to Patriot Utilities, LLC for Project No. 23-19-C4, SSA Remedial Measures, Sub-Basins MC07, P004, S006 and Z001 and Capacity Improvements, Sub-Basin SK01, HDD

SUMMARY

This Consent Decree project was approved on August 20th, 2024, in the amount of \$999,589.50, and for a contract date of December 31, 2025, to Patriot Utilities, LLC. Change Order 1 was approved January 20, 2026, in the amount of \$12,099.00 plus an additional sixteen days. The scope of this project includes the installation of approximately 110 linear feet of 24-inch diameter casing by Horizontal Directional Drilling (HDD), the installation of 110 linear feet of 8-inch diameter pipe in the casing, 400 linear feet of 8-inch diameter pipe by HDD, 180 linear feet of 8-inch pipe by the open cut method, and two manholes. A project summary sheet and presentation are attached for your review.

This Project was completed 1% over the original contract amount and was completed within the time approved.

The attached Resolution authorizes the Mayor to accept the project as complete and authorizing final payment to Patriot Utilities, LLC, in the amount of \$26,167.28.

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

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

ATTACHMENTS

1. [2-3-26_Item_ID_2513_Resolution_Engineering-Utilities.pdf](#)
2. [2-3-26 Item ID 2513 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$26,167.28
BUDGET INFORMATION: Budgeted / Engineering-Utilities - 5/8% Sales and Use Tax

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO PATRIOT UTILITIES, LLC FOR THE SSA REMEDIAL MEASURES, SUB-BASINS MC07, P004, S006 AND Z001 AND CAPACITY IMPROVEMENTS, SUB-BASIN SK01, PROJECT NO. 23-19-C4 HDD

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

SECTION 1: The construction of the SSA Remedial Measures, Sub-Basins MC07, P004, S0065 and Z001 and Capacity Improvements, Sub-Basin SK01, Project No. 23-19-C4 HDD (high density drilling) is hereby accepted as complete.

SECTION 2: Final payment to Patriot Utilities, LLC, in the amount of \$26,167.28 is hereby approved.

This Resolution adopted this _____ day of _____, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



_____ npr

Project Summary

Project Name: SSA Remedial Measures, Sub-Basin S006 and Capacity Improvements, Sub-Basin	Project Status: Complete
Project Number: 23-19-C4	Today's Date: January 21, 2026
Project Engineer: Austin Percy, E.I.	Staff Contact Name: Jimmie Johnson, P.E.
Project Contractor: Patriot Utilities, LLC	Staff Contact Phone: (479) 784-2274

Notice to Proceed Issued:
9/30//2024

Contact Breakdown		
	Dollar Amount	Contract Time (Date)
Original Contract Amount:	\$999,589.50	12/31/2025
Change Order(#1):	\$12,099.00	16
Change Order(#2):		
Total Change Orders:	\$12,099.00	16
Adjusted Contract:	\$1,011,688.50	1/16/2026

Contract Payment Breakdown		
	Dollar Amount	
Adujusted Contract Amount	\$1,011,688.50	
Previous Payments	\$985,521.22	
Final Payment Amount:		
Contract Balance Remaining	\$26,167.28	2.59%

Final Payment Breakdown	
Total Work Installed This Payment	\$875.07
Retainage Released With This Payment	\$25,292.21
Liquidated Damages	\$0.00
Final Payment Amount	\$26,167.28

Final Comments:

Project No. 23-19-C4

Alignment Staking by Contractor



Project No. 23-19-C4

Drill Rig with Auger for Railroad Crossing



Project No. 23-19-C4

Drill Rig Placed in "Launch Pit"



Project No. 23-19-C4

Pipeline Casing Through Trench Wall





MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, P.E., Director of Engineering
DATE: January 27, 2026
SUBJECT: Amendment No.1 with McGuire Engineering for Street Overlays/Reconstruction, Phase F, Project No. 25-03-F

SUMMARY

McGuire has submitted the attached Amendment Number 1 for Professional Engineering Services to include the additional noted work in this project. These services are in the not to exceed amount of \$17,640.00. Payment for the engineering services will be based on hourly rates for the actual hours worked on the project plus reimbursable costs.

This project aligns with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-4.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems), TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs) and NCR-2.6 (Reduce stormwater runoff and flooding).

Attached is a Resolution to increase the engineering services agreement by \$17,640.00 to an adjusted amount of \$113,370.00. I recommend approval of the Resolution authorizing Amendment Number 1 to the Engineering Services Agreement. Funds are available in the Sales Tax Program (1105) for this work.

ATTACHMENTS

1. [25-03-F_Resolution_ESC_Amendment.pdf](#)
2. [25-03-F Amended Agreement.pdf](#)

FISCAL IMPACT: \$17,640.00
BUDGET INFORMATION: Budgeted / Engineering-Streets - Sales Tax Program

RESOLUTION _____

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
ENGINEERING SERVICES AGREEMENT FOR THE DESIGN OF
2025 STREET OVERLAY/RECONSTRUCTION PROJECT, PHASE F
PROJECT NO. 25-03-F**

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

SECTION 1: Amendment No. 1 to the engineering services agreement with McGuire Engineering, Inc. for the design of the 2025 Street Overlay/Reconstruction Project, Phase F, Project No. 25-03-F which increases the contract amount by \$17,640.00 to an adjusted contract amount of \$113,370.00 is hereby approved.

SECTION 2: Payment for engineering services authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this _____ day of February, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



DDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDD

No Publication Required

AMENDMENT NUMBER ONE
To The
AGREEMENT FOR PROFESSIONAL SERVICES
Between
CITY OF FORT SMITH, ARKANSAS
And
MCGUIRE ENGINEERING, INC.

In accordance with the **AGREEMENT** for **PROFESSIONAL SERVICES** dated April 1, 2025, (hereinafter called **AGREEMENT**) between the City of Fort Smith, Arkansas (hereinafter called **OWNER**) and McGuire Engineering, Inc. (hereinafter called **ENGINEER**) in connection with the **Street Overlay/Reconstruction Overlay (Project Number 25-03-F)** (hereinafter called **PROJECT**) **OWNER** hereby authorizes **ENGINEER** to proceed with the following services:

SECTION 1 – SCOPE

The Fort Smith Engineering Department has directed the Engineer to amend services included in the **AGREEMENT** on the **PROJECT**. These amended services include the design of 6 new inlets and 600-700 LF of 18"-30" RCP. The drainage system for the area needs to be analyzed and a drainage memo is required. Detailed services are included in the attached Exhibit A, Scope of Services.

OWNER shall pay **ENGINEER** for services rendered an amount equal to the cumulative hours charged to the Project for each class of **ENGINEER**'s employees multiplied by **ENGINEER**'s Hourly Rates as shown on the attached Exhibit B, Engineer's Hourly Rates, plus approved reimbursable expenses and **ENGINEER**'s Consultant charges, if

any. ENGINEER's charges for this Amendment shall be as provided as shown on the attached Exhibit C, Fee Schedule.

SECTION 2 – PERIOD OF SERVICE

The scope of Services as defined in Section 1 will be completed within an additional **40** days added to the 145 days provided in the Agreement, for a total of 185 days.

Engineer will proceed with providing the services set forth herein when this Amendment is executed by OWNER (the execution date of this Amendment by OWNER shall serve as the Notice to Proceed date).

SECTION 3 – COMPENSATION

OWNER shall compensate ENGINEER for the providing the services set forth herein in accordance with the terms of the AGREEMENT. Total compensation shall be increased with this Amendment by seventeen thousand six hundred forty dollars (**\$17,640.00**).

The total compensation from the original AGREEMENT plus Amendment Number One described herein shall not exceed one hundred thirteen thousand three hundred seventy dollars (**\$113,370.00**) without written approval of OWNER.

SECTION 4 – EXECUTION

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

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(Owner)

(City Clerk), Sherri Gard

By: _____
George McGill, Mayor

Date Signed: _____

(SEAL)

McGuire Engineering, Inc.
(Engineer - Company Name)

(Corporate Secretary)

By: 

Patrick McGuire
President

(Witness)

Patrick McGuire
(Printed Name)

3734 Rogers Ave.
(Mailing Address)

Fort Smith AR 72903
(City) (State) (Zip)

Engineer License or Certificate No. 8367

State of: Arkansas

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

END OF AUTHORIZATION

Page 4 of 10

Rev. 10/10/2024

**EXHIBIT A
AMENDED SCOPE OF SERVICES
CONSTRUCTION PHASE SERVICES**

This amended Scope of Services describes professional engineering services to be provided to the City of Fort Smith Engineering Department for Project 25-03-F.

Basic Services of the Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the times and periods for the performance of certain services in Section 1 of the Agreement are as stipulated below.

Task No. 4 – Additional Plan and Specification Review

- Additional review and design updates to the Plans and Specifications, incorporating

OWNER review comments. The Plan review shall; include a drainage memo and plan modifications incorporating improvements to alleviate drainage issues at Skypark Lane.

Services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER by the project's final completion date.



<p align="center">Exhibit A</p>		<p align="center">ME II</p>
<p align="center">City of Fort Smith, Arkansas 2025 Capital Improvements Program Project Number 25-03-F</p>		<p align="center">3901 Rogers Avenue Suite C Ft. Smith, AR 72903 479.484.9020 mcquire_eng@yahoo.com</p>

EXHIBIT B
"Engineer's Hourly Rates"

2025 CAPITAL IMPROVEMENTS PROGRAM

STREET OVERLAYS/RECONSTRUCTION OVERLAY
PROJECT NO. 25-03-F

McGuire Engineering,
Inc. Engineer's Hourly
Rates
(Effective January 1, 2023)

Engineer

Principal Engineer	\$190 / Hour
Senior Project Engineer	\$165 / Hour
Engineer V	\$155 / Hour
Engineer IV	\$135 / Hour
Engineer III	\$120 / Hour
Engineer II	\$105 / Hour
Engineer I	\$ 85 / Hour

Engineer Technician

Chief Draftsman/Designer	\$100 / Hour
Auto CAD Tech/ Draftsman I	\$ 90 / Hour
Designer I	\$ 75 / Hour
Technician III	\$ 75 / Hour
Technician II	\$ 60 / Hour
Technician I	\$ 55 / Hour

Field Technician – Field Inspector

Inspector II	\$ 75 / Hour
Inspector I	\$ 60 / Hour
Inspector	\$ 45 / Hour

Field Survey

Cost as Contracted	\$1,840 Lump Sum
--------------------	------------------

Administrative

Business Manager	\$ 85 / Hour
Administrative Assistant	\$ 45 / Hour

Expenses

Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract

Subconsultants/Outside Services

Express Delivery, Field Supplies, Testing, Review/Filling Fees, Advertising

Travel

Hotel and Meals Actual Cost

Vehicle .58 per mile (to be adjusted periodically to current IRS mileage rate)

Reproduction

Outside Printing Service Actual Cost

In house Printing

Letter copy - B&W \$ 0.10/Copy

Letter copy - Color \$ 0.75/Copy

11x17 - B&W \$ 0.75/Copy

11x17 - Color \$ 5.00/Copy

22x34 - B&W \$ 3.00/Copy

22x34 - Color \$10.00/Copy

All Billings are due upon receipt, unless prior arrangements have been made.

EXHIBIT C



McGuire Engineering, Inc.
3734 Rogers Avenue
Fort Smith, AR 72903
479-484-9020

2025 Capital Improvements Program
Street Overlay/Reconstruction
City of Fort Smith Project No. 25-03-F
Manhour Fee Estimate
Date 01/15/2026

Task Description	Principal Engineer	Sr. Project Engineer	Project Engineer	Survey Field Crew	Chief Draftsman	Draftsman	Clerical	Extended Cost
Site Visits/Scope Preparation and Contract for City	2							\$380
Site Investigation Visits								
Field Survey/1-Call/Base Dwg Prep				1,840				\$1,840
Utility Locates			4					\$620
Plans and Details			40		28			\$9,000
Preliminary Special Conditions								
Preliminary Cost Opinion								
Coordination w/ Engineering Dept.								
QC Review								
Site Investigation Visits								
Finalize Design								
Typical Sections								
Plans and Details			20			30		\$5,800
Cost Opinion								
Special Conditions								
QC Review								
Bid Proposal								
Meetings	2							
Clarifications and Addenda (If necessary)								
Bid Opening, Bid Tab and Recommendation of Award								
Site Visits/Construction Tasks if Requested by City								
Total Manhours per Classification	2		64		28	30		
Total Estimated Professional Fees	\$380		\$9,920	\$1,840	\$2,800	\$2,700		\$17,640



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, P.E., Director of Engineering
DATE: January 28, 2026
SUBJECT: May Branch Outfall Culvert Remediation, Project No. 21-06-E

SUMMARY

This project includes remediation work for the May Branch outfall culvert relating to construction problems and damage from the 2019 Arkansas River flooding.

The project includes the demolition and removal of approximately 260 feet of existing 12' x 10' pre-cast concrete box culvert and its replacement with 250 feet of 12' x 10' cast-in-place concrete box culvert immediately upstream of the P Street Floodwater Pump Station. The project also includes subsurface injection of grout to address ground subsidence along approximately 970 feet immediately upstream of the P Street Floodwater Pump Station. and comprehensive filling of the voids in the soil surrounding the remaining 800 feet of box culvert. A location map is attached.

Due to the specialty work on this project, the engineering construction observation was provided by Hawkins-Weir Engineers, Inc. Attached is a resolution to accept the project as complete and authorize final payment to the contractor Van Horn Construction. I recommend that the resolution be accepted by the Board of Directors at the next regular meeting.

This project aligns with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-4.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems), TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs) and NCR-2.6 (Reduce stormwater runoff and flooding).

Attached are Resolutions to accomplish the above recommendations. Funds are available in the Sales Tax Program (1105).

ATTACHMENTS

1. [21-06-E_Van_Horn_Final_Pay_Resolution.pdf](#)
2. [21-06-E Final Attachment 1-28-26.pdf](#)
3. [21-06-E -Construction Photos.pdf](#)
4. [21-06-E.pdf](#)

FISCAL IMPACT: \$64,163.97

BUDGET INFORMATION: *Budgeted / Engineering-Streets - Sales Tax Program*

RESOLUTION _____

**A RESOLUTION ACCEPTING COMPLETION OF AND
AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF
MAY BRANCH OUTFALL CULVERT REMEDIATION
PROJECT NO. 21-06-E**

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the May Branch
Outfall Culvert Remediation, Project No. 21-06-E, as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$64,163.97 to the
contractor, Van Horn Construction, Inc., for the May Branch Outfall Remediation, Project No. 21-
06-E.

This Resolution adopted this _____ day of February, 2026.

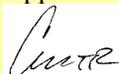
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



DDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDD

No Publication Required

SUMMARY SHEET

City of Fort Smith
Project Status Complete
Today's Date: 1/28/2026
Staff contact name: Todd Mittge, P.E.
Staff contact phone: 784-2225

Project Name: May Branch Outfall Culvert
Remediation
Project Number: 21-06-E
Consultant Engineer: Hawkins-Weir Engineers, Inc.
Project Contractor: Van Horn Construction

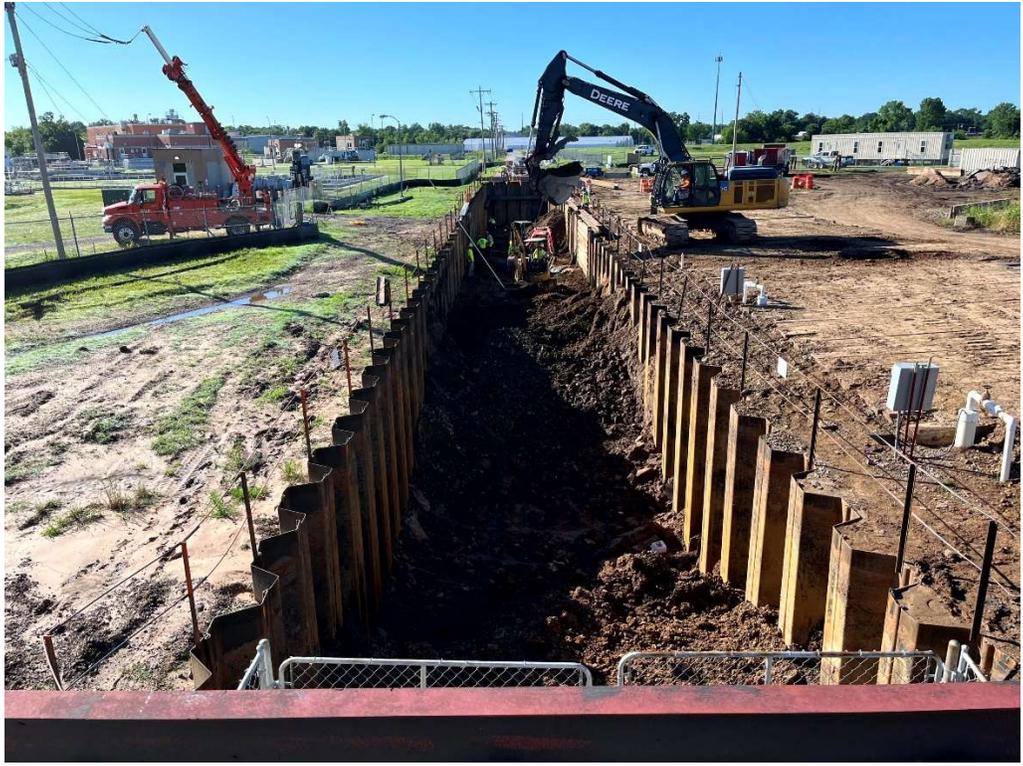
	Dollar Amount
Original construction amount	\$13,079,189.00
Contract Revisions:	
Change Order #1 (R-200-24)	\$692,441.00
Adjusted contract amount	<u>\$13,771,630.00</u>
Work Completed to Date	\$12,428,629.62
Payments to date	\$12,364,465.65
Less Liquidated Damages	\$0.00
Amount of this payment	\$64,163.97
Contract balance remaining	\$1,343,000.38
Retainage held	0%
Final payment	\$64,163.97
Amount under adjusted contract as a percentage	10%

Final Comments:

The May Branch Outfall Culvert Remediation project used a Construction Manager at Risk (CMR) to provide construction management services. This resulted in a streamlined and efficient approach to remediate the May Branch Outfall Culvert.



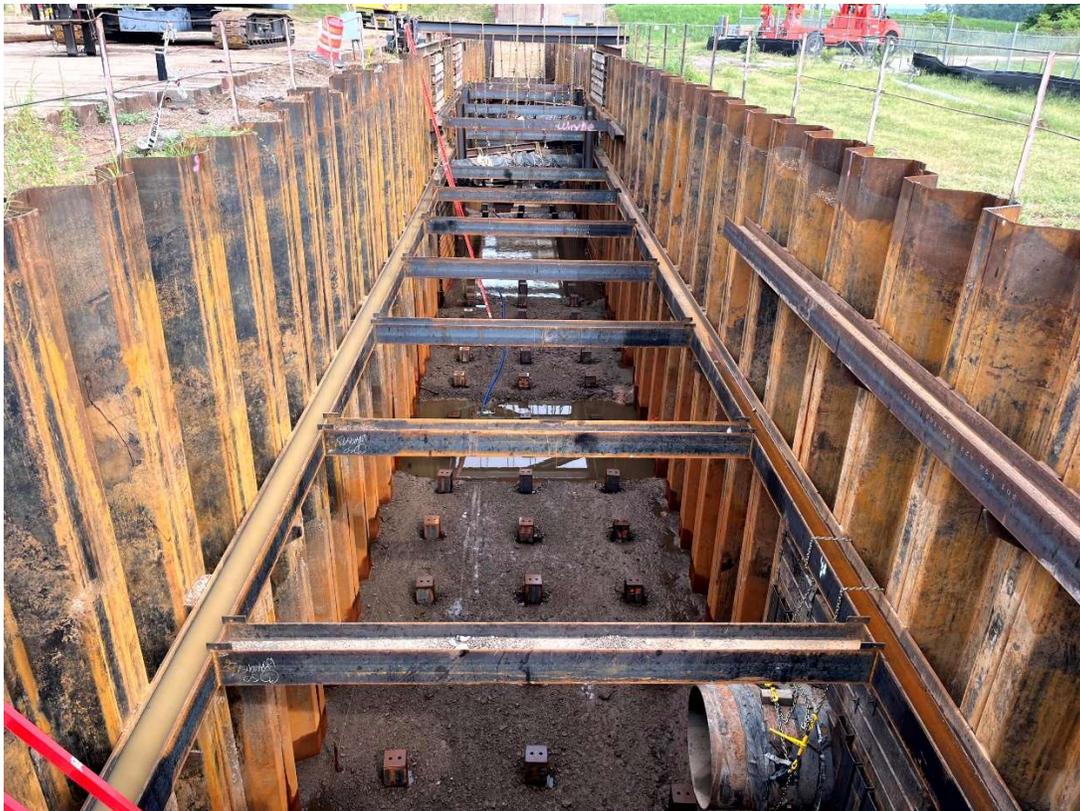
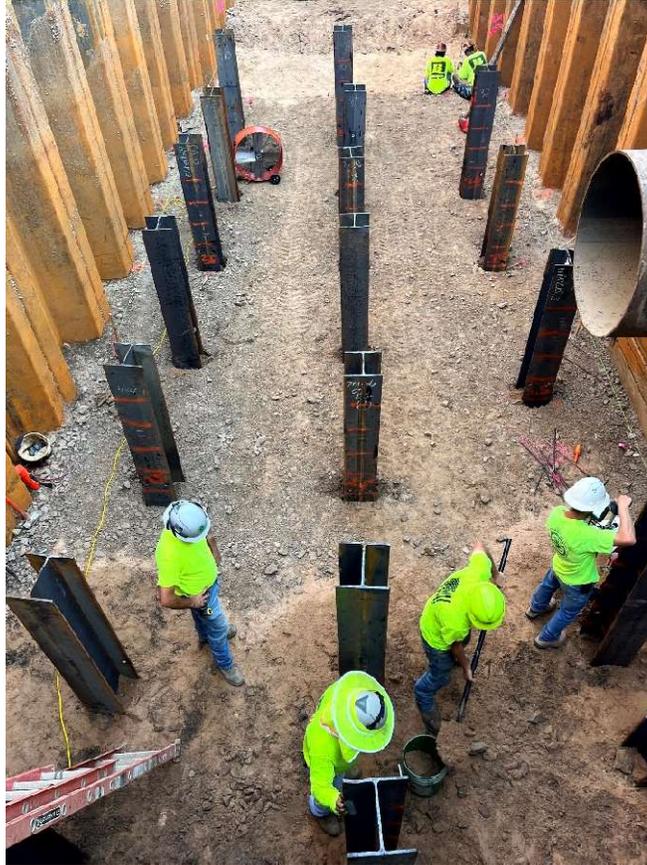


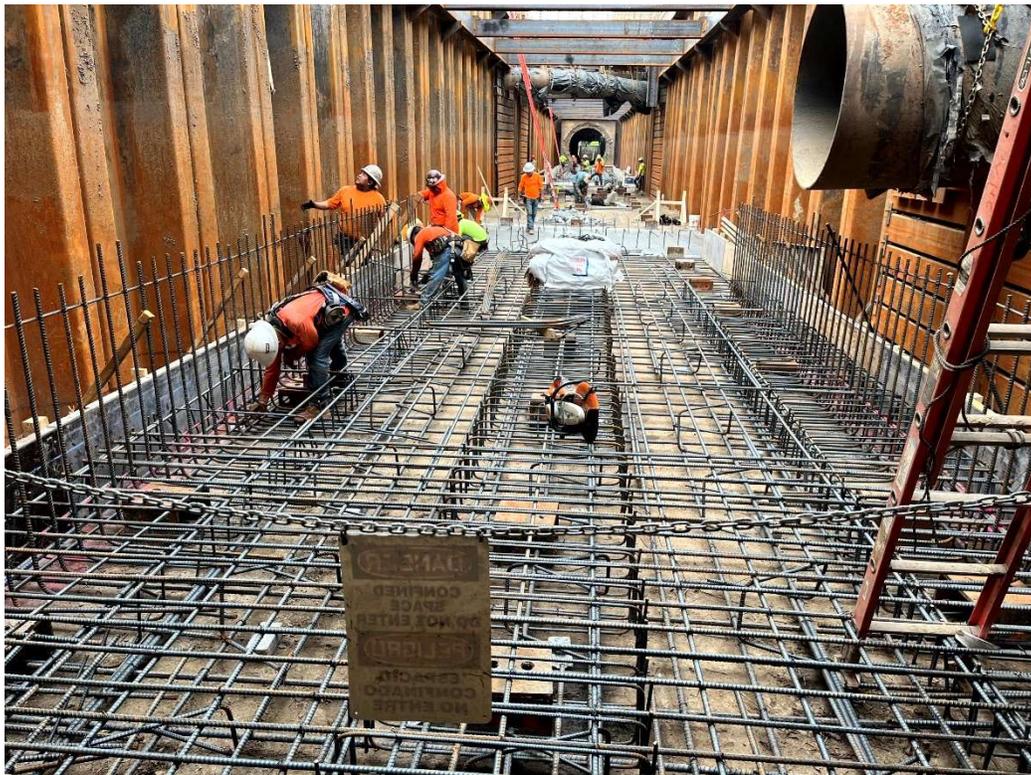
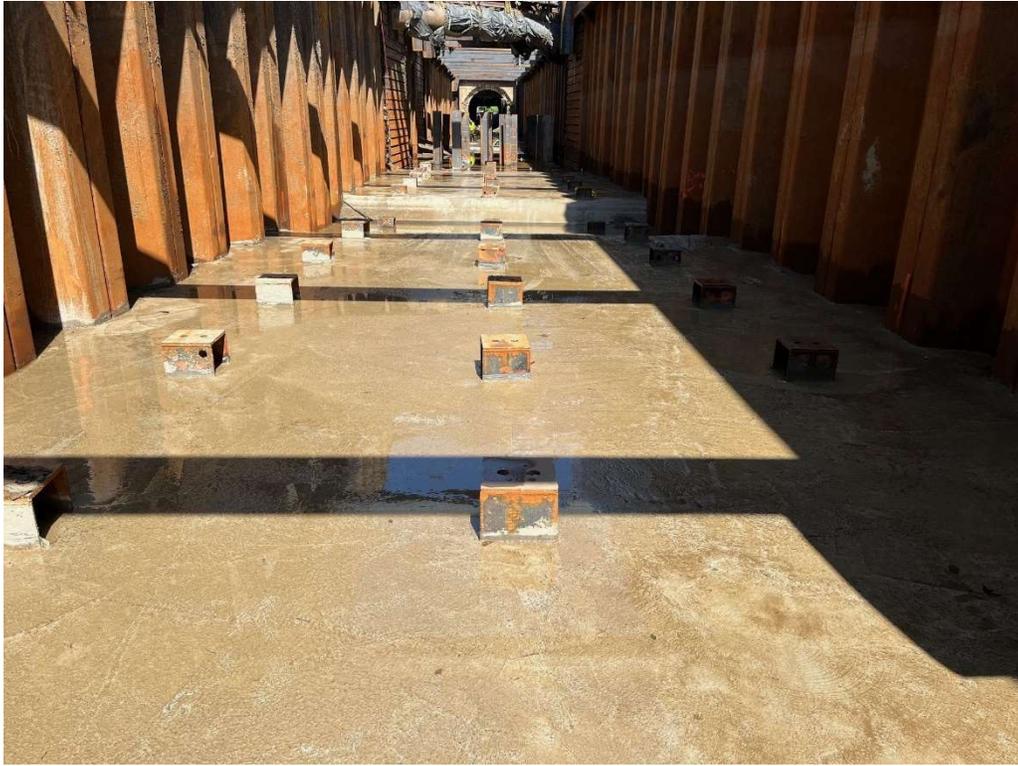


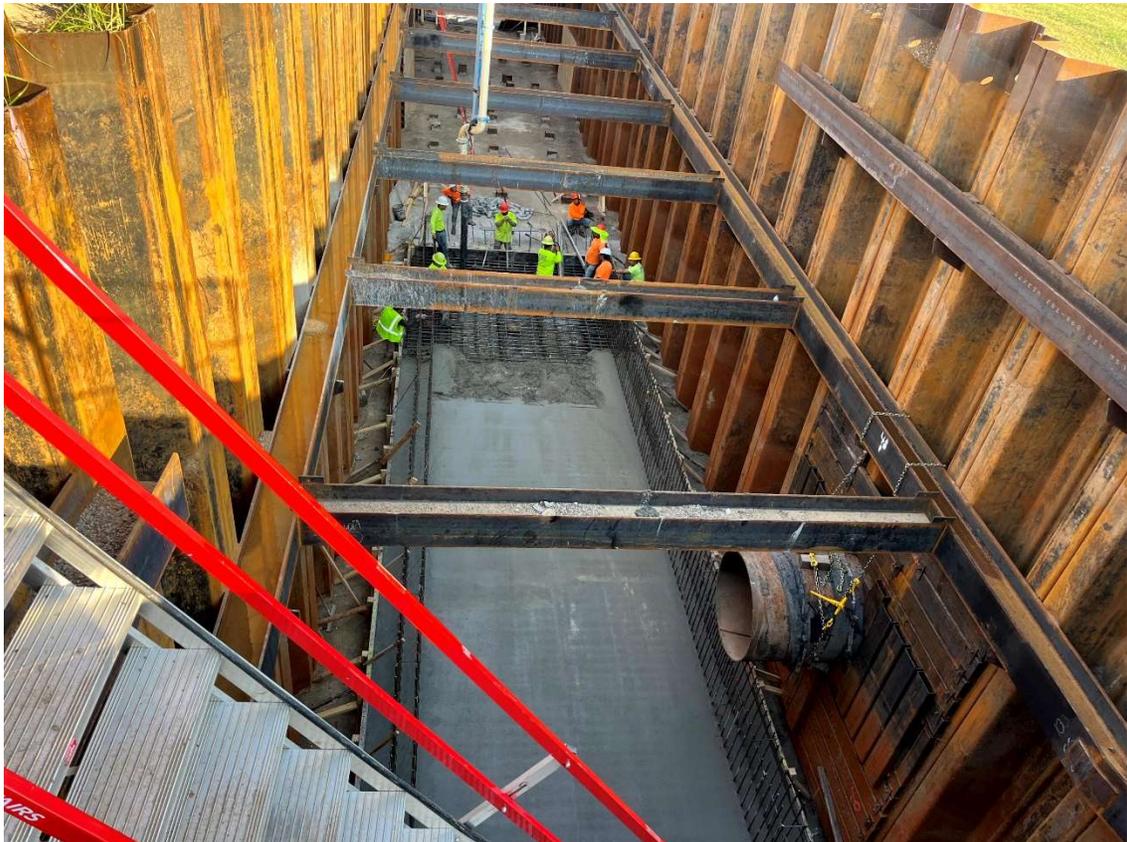
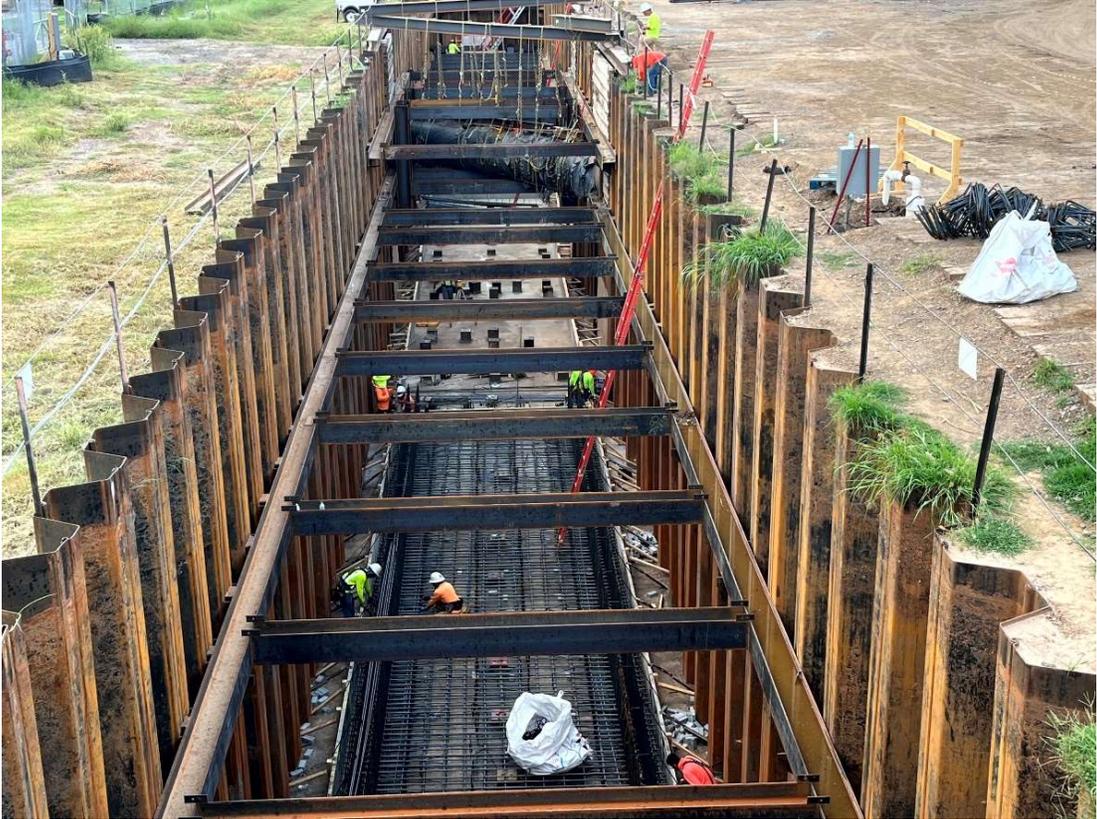


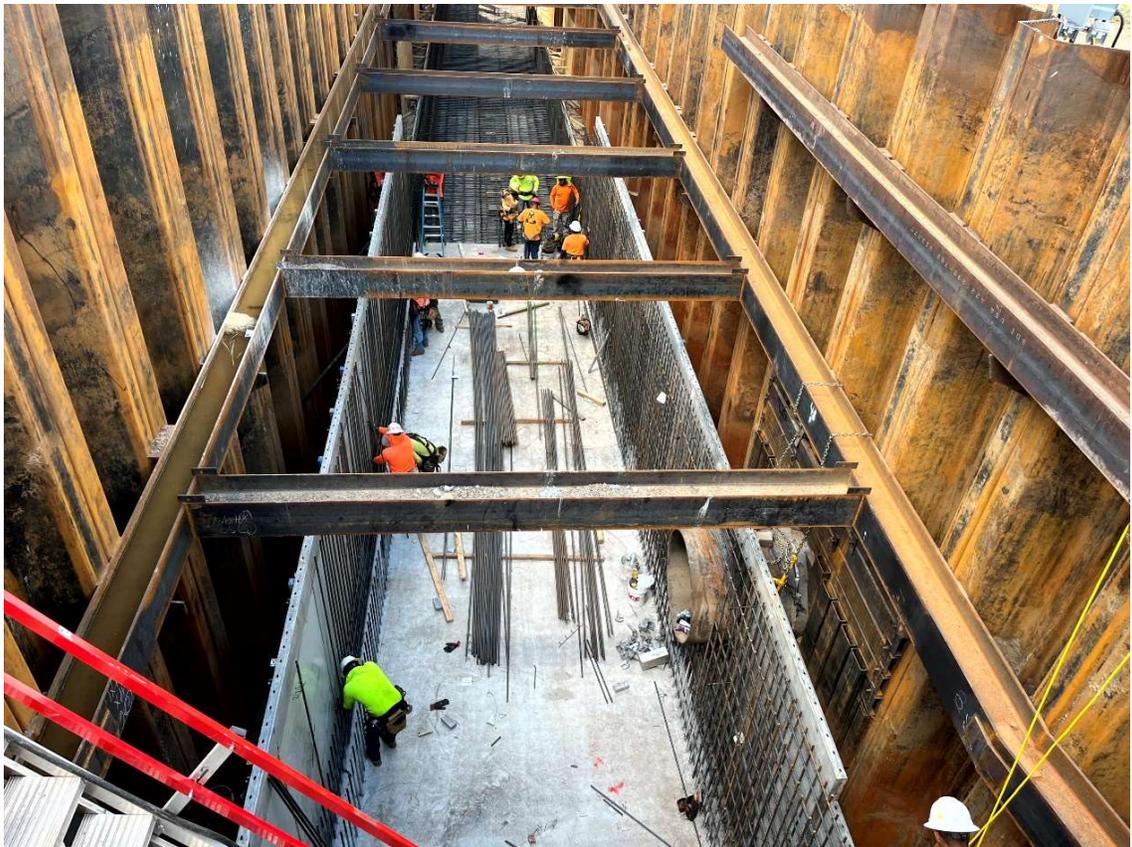
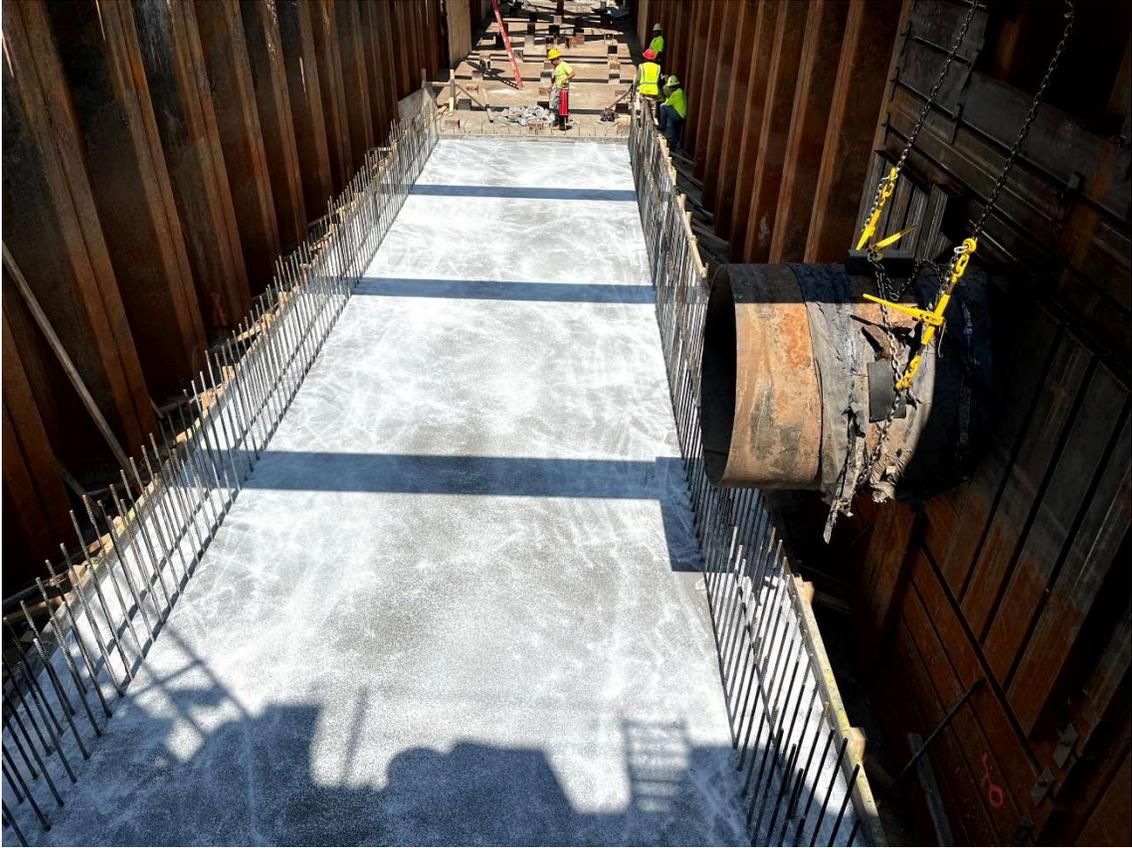


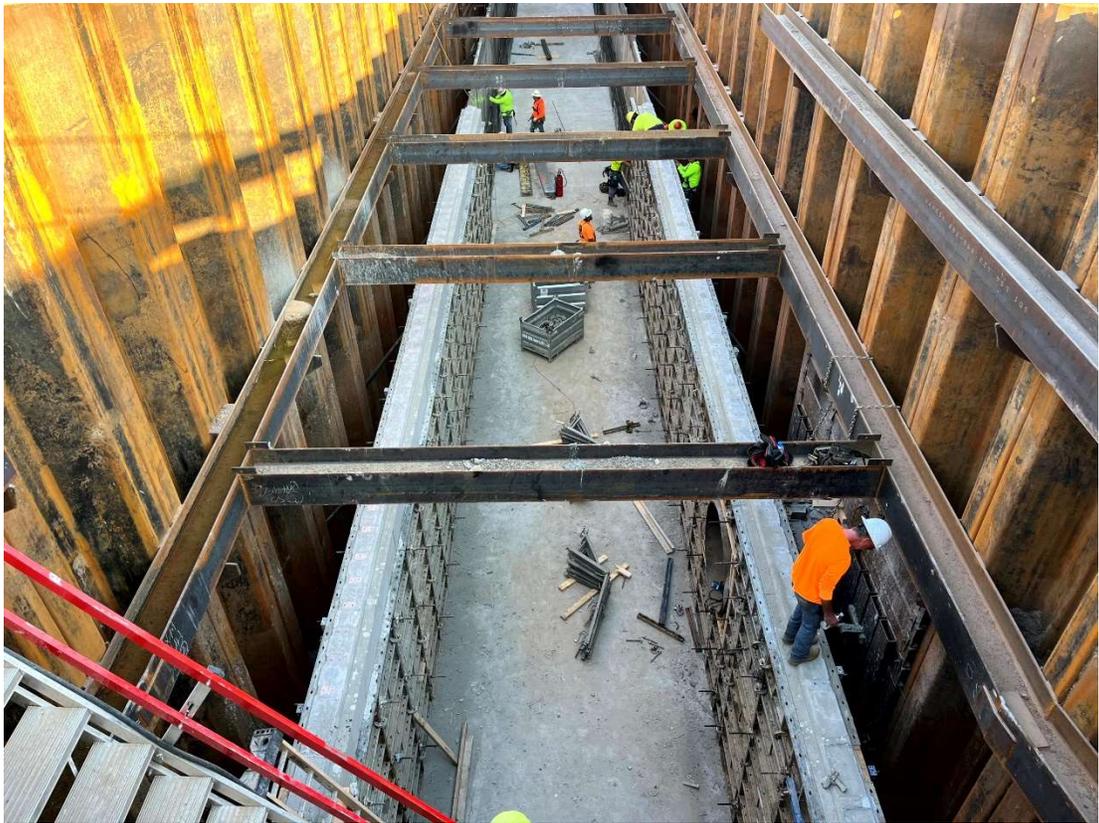
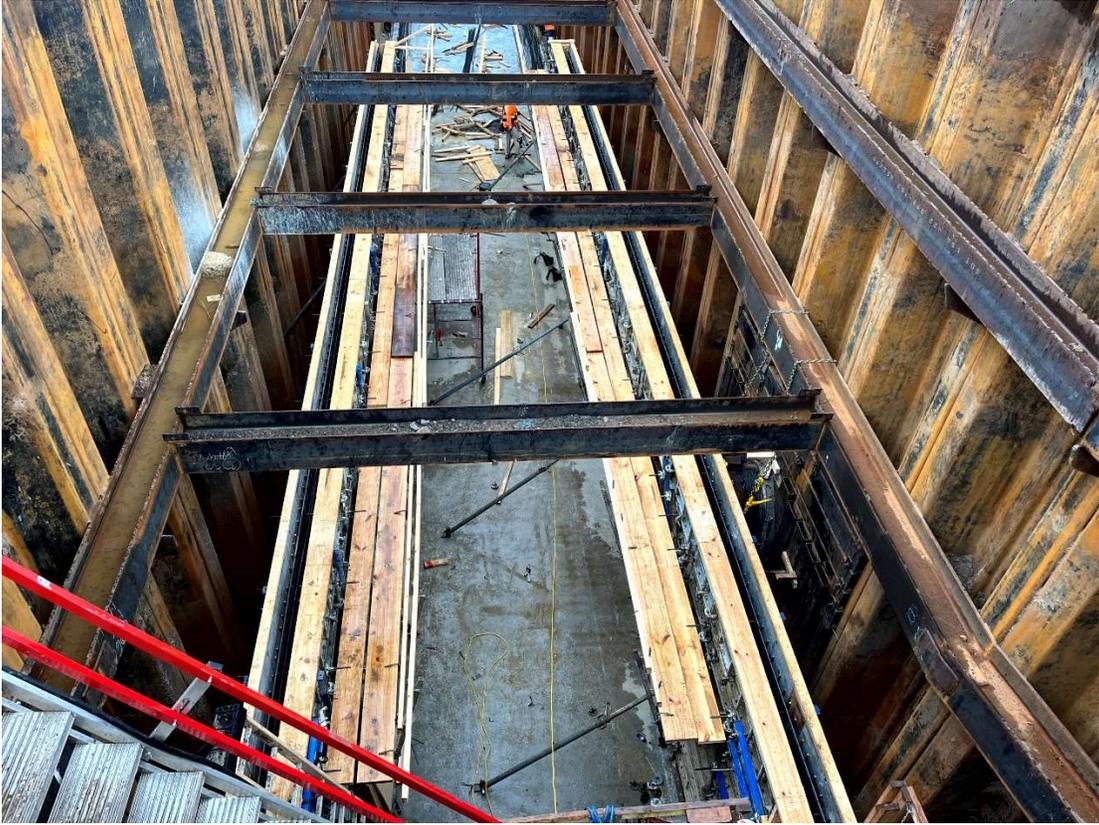








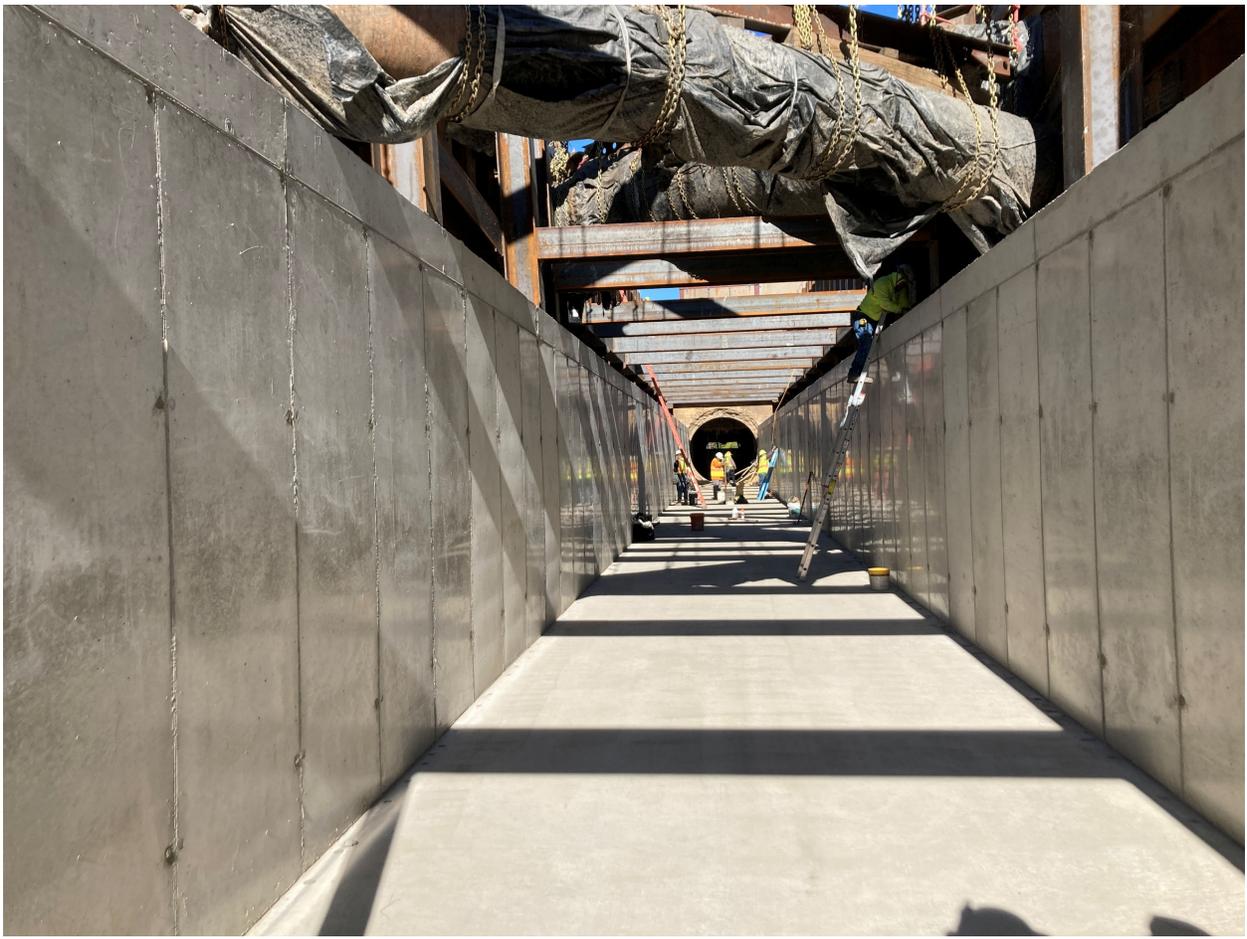






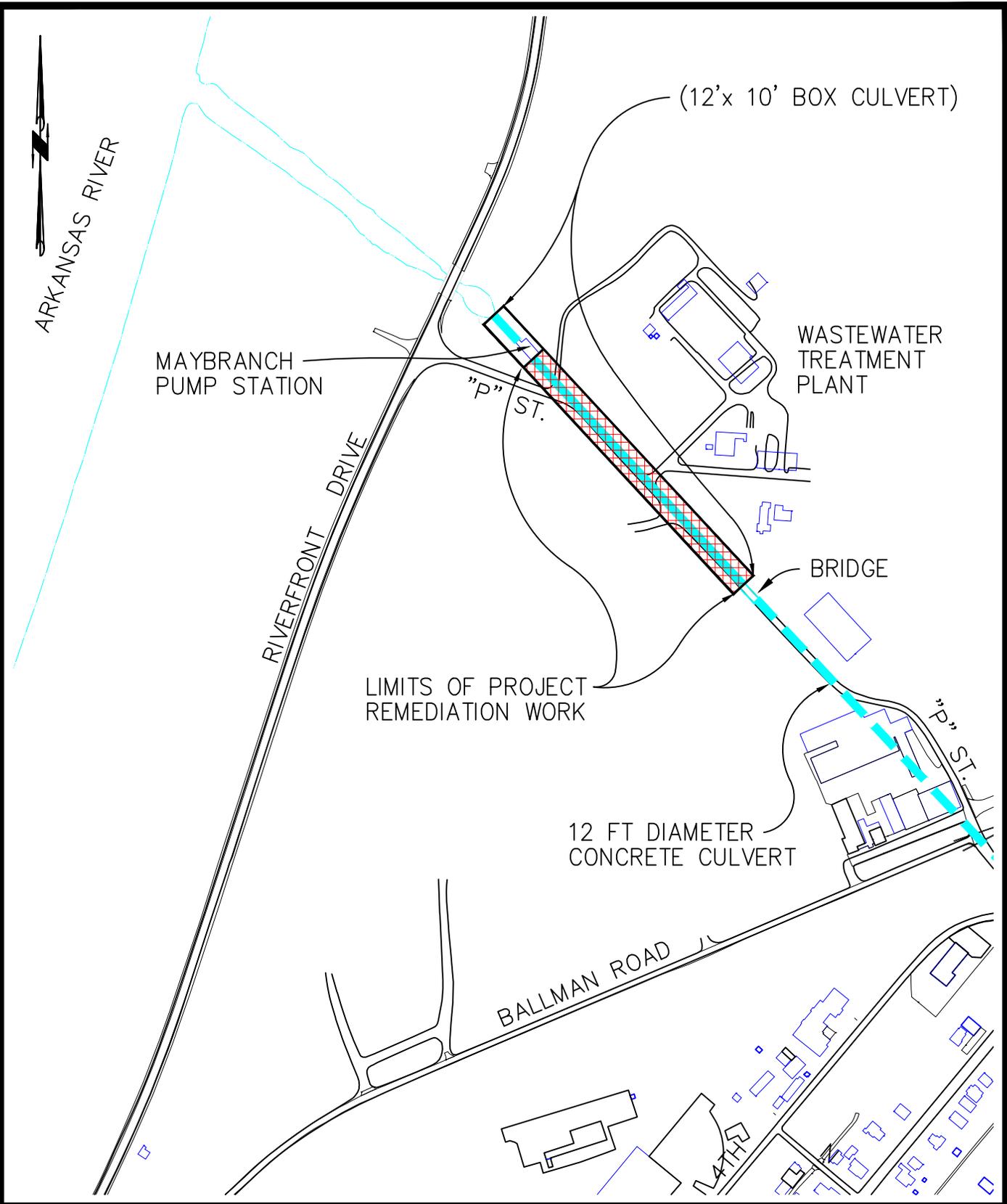








G:\DRAWINGS\CIP\00-00 CIPALL\2021\2021 PROJ\2021-06-E P ST DRAIN REPAIR.dwg 01/13/21-14:46 RBR OUTFALL



2021 CAPITAL IMPROVEMENTS PROGRAM
 MAY BRANCH OUTFALL CULVERT REMEDIATION



Project:	21-06-E
Date:	JAN. 2021
Scale:	NONE
Drawn By:	RBR



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: January 28, 2026
SUBJECT: The Boring Company Grant Application

SUMMARY

On January 18, 2026 The Boring Company announced the "Tunnel Vision Challenge" where the company has invited the submittal of proposals for a boring project that is up to 1 mile in length with a 12-foot inner diameter. The Boring Company will select a winner from the proposals that are submitted and construct the tunnel free of charge. The Boring Company was founded by Elon Musk and focuses on infrastructure and tunnel construction.

If approved by the Board of Directors, city staff will submit a proposal for a 1 mile, 12-foot wide tunnel that would be used to cross the Arkansas River for the Phase 4 - Lake Fort Smith Water Transmission Line project. The transmission line would occupy only a portion of the annular space within the 12-foot diameter pipe. The remaining annular space could be allocated for maintenance access, pedestrian use, or leased to accommodate other utility crossings, including telecommunications, natural gas, or similar services.

A resolution is included on the February 3 meeting authorizing the city to submit application for this award. There would be no matching funds required.

ATTACHMENTS

1. [Updated_Resolution_2538 \(1\).pdf](#)
2. [Boring Giveaway Exhibit Reduced.pdf](#)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A GRANT APPLICATION TO THE BORING COMPANY

WHEREAS, the City of Fort Smith Board of Directors understands that The Boring Company is accepting competitive grant proposals for their *Tunnel Vision Challenge*; and

WHEREAS, the City of Fort Smith Board of Directors understands that there will be no cost sharing or match related to this grant ; and

WHEREAS, the City of Fort Smith Board of Directors understands that this proposal will be for a tunnel that will hold utility lines and for other uses; and

WHEREAS, the Fort Smith Board of Directors understands that an application does not guarantee funds will be awarded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

The City Administrator is hereby authorized to submit a grant application to The Boring Company for the purpose of constructing a pedestrian and utility tunnel.

This Resolution adopted this _____ day of February, 2026.

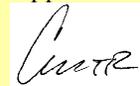
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

TUNNEL VISION CHALLENGE

Do you have Tunnel Vision?

You might if you often look around and wonder, wouldn't it be a lot easier if I could get from Point A to Point B without the hassle of crossing busy roads, intersections, or other obstacles. Tunnels may be your answer!

The Boring Company (TBC) invites you to submit your proposal for a tunnel project up to 1 mile in length with a 12-foot inner diameter. TBC will select a winner from the proposals submitted and construct the tunnel free of charge. The tunnel can be a Loop tunnel, a freight tunnel, a pedestrian tunnel, a utility tunnel, a water tunnel, or any other use case where a tunnel would be useful. Prufrock is designed to construct mega-infrastructure projects in a matter of weeks instead of years - so let's build!

Evaluation Criteria:

- **Usefulness:** How big of a problem does this solve? If it is a Loop tunnel, how much time is saved per rider and in aggregate? If it is a freight tunnel, how much time is saved per container and in aggregate? Etc.
- **Stakeholder Engagement:** Level of support and enthusiasm from relevant stakeholders (provide letters/statements of support)!
- **Technical, Economic, and Regulatory Feasibility:** Must be physically reasonable to build, within TBC's standard per-mile tunneling costs, and be able to be permitted in a reasonable amount of time

Submission Requirements:

- General description of proposed tunnel and rationale for construction
- Projected benefit (e.g., time savings per user, cost saving per vehicle, etc.) and and in aggregate (provide data to support your assumptions)
- Location/map of proposed end points of the tunnel, including the owners of the relevant land and right-of-way
- **Bonus:** Any available data on subsurface conditions (geotechnical, utilities, etc.) along the proposed alignment
- Submit via tunnelvision@boringcompany.com.

Timeline:

- **Submissions Due:** February 23, 2026
- **Winner Announced:** March 23, 2026

Notes:

- Submissions can be entered by any entity type - individuals, companies, governments, etc.
- All decisions, including selection of the winner, will be made at The Boring Company's sole discretion.
- The Boring Company reserves the right to cancel or modify the challenge without notice - for example, The Boring Company could modify the challenge to select multiple winners or to select zero winners.
- The Boring Company plans to pay for the tunnel construction and buildout; payment for related infrastructure (e.g. an artistic showpiece in a Loop Station) will be discussed with the winning project team.
- The high-level descriptions (e.g. "Half-mile Pedestrian Tunnel in State X") of the submissions will likely be made public on this website.





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: January 29, 2026
SUBJECT: 2026 CIP Budget, Program 6302 Residential Automated Truck Purchase Request

SUMMARY

The Solid Waste Services Department has instituted a vehicle and equipment replacement schedule recommended by the 2018 cost of service study. In accordance with this schedule and the Department's 2026 CIP budget, we request to replace one automated side-load truck, asset 056, a 2013 Mack model with 116,032 miles. The body and hydraulics on this truck are worn and will require significant repairs if left in front-line service.

This asset will be replaced with a 2026 Autocar ACX64 truck with a Heil Python Durapack 28-yard body and side load mechanism. A proposal from River City Hydraulics is attached for the truck chassis, hoist, tarping system and installation. Asset 056 will become a spare truck for infrequent use when a front-line vehicle is in maintenance or repair.

The total cost of the proposal is \$555,855.82. The purchase will be made through the Sourcewell cooperative purchasing program contract Heil #110223-THC. The purchase will be funded by the Sanitation Equipment Sinking Fund, set aside from service revenues.

Please contact me should you have any questions or require additional information regarding this request.

ATTACHMENTS

1. [2-3-26_Item_ID_2515_Solid_Waste_Services.pdf](#)
2. [2-3-26_Item ID 2515 Solid Waste Services.pdf](#)

FISCAL IMPACT: \$555,855.92
BUDGET INFORMATION: Budgeted / Solid Waste Services - Solid Waste Services Sinking Fund - 11186065

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) RESIDENTIAL TRUCK WITH SIDE LOADER FOR THE CITY OF FORT SMITH SOLID WASTE SERVICES RESIDENTIAL OPERATIONS DIVISION

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

The quote of River City Hydraulics (RCH), attached, for the purchase of one (1) New Autocar ACX64 Truck with 28yd Heil Python Durapack Automated Side Loader for the price of \$555,855.82 is hereby accepted and the City Administrator is authorized to complete the authorized purchase.

This Resolution adopted this _____ day of February, 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR



River City Hydraulics, Inc.
 P.O. Box 6033
 Sherwood, AR 72124
 Phone: (501) 835-5230
 Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/21/2026	29970

Name / Address
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

Ship To
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
HEIL DURAPA...	PYTHON AUTOMATED SIDE LOADER, DURAPACK 28 YARD MOUNTED ON NEW AND UNUSED AUTOCAR ACX64 CHASSIS	1	ea	568,238.50	568,238.50
SOURCEWELL...	SOURCEWELL DISCOUNT FULL FACTORY MOUNT SERVICE HOIST KIT BELT GRABBERS FOR 60/90 GALLON CARTS OPERATE-IN-GEAR-AT-IDLE FRONT MOUNT TANDEM VANE PUMP MULTI-FUNCTION LED STROBE / TURN LAMPS WHELEN STROBE LIGHTS KIT HOPPER WORK LIGHT KIT BODY SIDE BACKING ASSIST LIGHTS DUAL FRONT OVAL LED STROBES REMOTE LIFT CONTROLS MOUNTED UNDER RIGHT SEAT BASE 3RD EYE CAMERA SYSTEM W/ 12" MONITOR AND REAR CAMERA HOPPER CAMERA LH CAB CAMERA RH CAB CAMERA	1		-12,382.68	-12,382.68

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Approved For Payment

By: Mike Pal Date: 1-23-26

Code: _____

Description: Side loader Specs

Initial: _____

[Signature]



River City Hydraulics, Inc.
 P.O. Box 6033
 Sherwood, AR 72124
 Phone: (501) 835-5230
 Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/21/2026	29970

Name / Address
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

Ship To
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
	360 VIEW WITH 3RD EYE DIGITAL SYSTEM W/ DRIVER CAMERA, FORWARD CAMERA, GRABBER CAMERA, GRABBER LIFT INTERLOCK KIT, AND INCLINOMETER FOR POSITIVE SERVICE VERIFICATION MUD FLAPS ANTI-SAIL 20lb. FIRE EXTINGUISHER HOPPER HOOD HYDRAULIC TANK LOW OIL LEVEL WARNING KIT 3" HOPPER DRAIN VALVE REMOTE FRONT BUMPER FILL PORT 75 DGE CNrG SYSTEM REAR CAUTION DECAL CITY OF FORT SMITH SOURCEWELL # 203203 HEIL ENVIRONMENTAL SOURCEWELL # 110223-THC				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____
 Print _____

Subtotal	\$555,855.82
Sales Tax (9.5%)	\$0.00
Total	\$555,855.82

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

Chassis Specification

01/23/2026

		Description	Front Weight	Rear Weight
AUTOCAR TRUCKS				
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	
O	5000002	CAB SHELL	SINGLE RIGHT HAND DRIVE CAB	
O	100U001	CUSTOMER TYPE	MUNICIPAL	
VEHICLE ADAPTATION				
O	C03500	TERRITORY	EPA	
SOLUTION				
O	C01003	APPLICATION	REFUSE - LANDFILL	
O	C070005	FUEL SYSTEM TYPE	TAILGATE MOUNTED CNG	
O	C04001	BODY COMPANY	HEIL	
O	C02004	BODY TYPE	AUTOMATED SIDE LOADER	
O	C06107	BODY STYLE	HEIL DURA PACK PYTHON	
O	C05028	BODY CAPACITY	28 YARD	
O	C11001	BODY COMPANY SERVICE OPTION	SERVICE HOIST	
O	C001402	TRUCK TYPE (WRENCH CODE)	ASL, HEIL, 28YD DURAPACK PYTHON CB, 216 WB, NO AUX AXLE, CNG, WITH SERVICE HOIST	
O	D010200	FRONT GAWR	20000 LBS	
O	D020460	REAR GAWR	46000 LBS	
O	D100660	GVWR	66000 LBS	
ENGINE				
O	1012201	ENGINE ASSY	L9N, 320 HP / 2200RPM / 1000 LB-FT, CUMMINS	
X	972A206	SPECIAL EMISSION CERTIFICATION LABELS	EPA/CARB HHDE CERT NAT GAS (NO LABEL REQUIRED - GVWR OVER 40K)	
O	4460002	FUEL TYPE	COMPRESSED NATURAL GAS	
ENGINE EQUIP				
O	1222000	PTO-ENGINE FRONT	FEPTO ADAPTER (3.75" BCD with 2.75" MALE PILOTED FLANGE YOKE - 7/16-20 BOLTS)	
O	438998	FILTER-FUEL, CHASSIS MOUNTED	NO ADDITIONAL FUEL FILTER PROVIDED	
O	170104	FILTER-FUEL, ENGINE MOUNTED	NATURAL GAS FUEL CLEANER	
O	2200002	AIR CLEANER	15" ONE STAGE EPG CLEANER W/SAFETY ELEMENT DONALDSON	

O	2300011	MUFFLER SYSTEM	HORZ CATALYST W/ LH VERT OUTLET
O	2310002	EXHAUST SHIELDS	STAINLESS STEEL HORZ MUFF SHIELD-SINGLE
O	239998	DEF DELIVERY SYSTEM	NO DEF TANK PROVIDED
O	P020015	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUTDOWN ENABLED (15 MINUTES)

TRANSMISSION

O	27A0001	TRANSMISSION RETARDER	ALLISON OUTPUT RETARDER RDS TRANSMISSION
O	2570001	RETARDER CONTROLS - TRANSMISSION	ALLISON RETARDER - LIFT THROTTLE / BRAKE APPLIED
O	27P0001	TRANSMISSION RETARDER AUDIBLE ALARM	TRANSMISSION RETARDER AUDIBLE ALARM
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6- SPEED
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND

FRONT AXLE

S	3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION
O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X7" QP REFUSE BRAKE
O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LEFT HAND RAM

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB
O	331538	REAR DRIVE AXLE RATIO	5.38
O	3502011	REAR SUSPENSION	HENDRICKSON HMX-EX-460 SUSPENSION @ 54" AS
O	359001	SHOCK ABSORBERS-REAR	4 SHOCK ABSORBERS HENDRICKSON SUSPENSION
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X8.62" QP REFUSE BRAKE

CHASSIS

O	400216	WHEELBASE	216 INCHES
O	4020775	FRAME-REAR OVERHANG	77.5"
O	404002	FRAME REINFORCEMENT INNER	.25" LINER, STANDARD LENGTH
O	4062000	FRAME-REAR CUT-OFF	HEIL COMMON PLATFORM CUT-OFF

O	4112000	FRAME CROSSMEMBER- END CLOSING	BODY BUILDER CLOSING CROSSMEMBER
O	4492000	FUEL FILL OPTIONS	FRONT BUMPER REMOTE FILL CNG PREP
O	4682000	GUARD-OIL PAN	ENGINE OIL PAN GUARD - STEEL
O	892014	BACKUP ALARM	ECCO SMART ALARM SA917
O	430800	FUEL TANK-LEFT	ALTERNATE FUEL ENGINE- NO LH TANK
O	431800	FUEL TANK-RIGHT	ALTERNATE FUEL ENGINE- NO RH TANK
O	436023	FUEL LINES	STAINLESS STEEL FOR CNG OR LNG (FILTER TO ENGINE)
O	8160011	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 2" ON SPACERS WITH SPACERS DROPPED ADDITIONAL 2"
O	8090003	BATTERY BOX DRILLING	BATTERY BOX LOCATION - SPEC DRIVEN
O	7090003	AIR TANK DRILLING	AIR TANKS LOCATION SPEC DRIVEN
O	7100008	AIR DRYER DRILLING	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN

CAB EXTERIOR

O	6220018	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, HTD, REMOTE, W / MARKER LIGHT, W / LWR HTD CONVEX
O	661002	CAB TILT MECHANISM- C.O.E.	HYDRAULIC TILT WITH AIR ASSIST

CAB INTERIOR

O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR
O	5212001	SEAT-PASSENGER	SEARS C2+ SEAT, FIXED
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR
O	5952000	CAMERAS	3RD EYE CAMERA PREP (CAB AND CHASSIS)

RADIO/MISC

O	5902002	RADIO	AM/FM/USB/MP3/WB/BT
O	59A0002	RADIO MOUNTING LOCATION	RADIO MOUNTED IN RHS HEADLINER
O	962003	FIRE EXTINGUISHER	DRY TYPE ABC 5LB. CAP MTD. IN CAB

REAR TIRES / WHEELS

O	9342020	TIRE MANUFACTURER & TREAD - REAR	GOODYEAR ARMOR MAX MSA
---	---------	-------------------------------------------------	---------------------------

- O 933062 TIRE SIZE & LOAD RANGE 11R22.5H
- REAR
- O 9140014 WHEELS-DISC REAR 22.5X8.25" STEEL, 6.2" INSET,
HAYES

PAINT

- O 9550003 CAB PAINT TYPE CAB FIRST COLOR,
METALLIC
- A 980QXX CAB COLOR-FIRST Approved == DPBC-819283EW -
=- Atlas Blue

ADDITIONAL OPTIONS

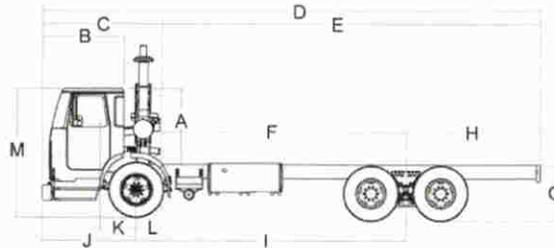
- O 899A204 TRANSMISSION WARRANTY ALLISON 5YR. EXT
WARRANTY W/ TRANS
RETARDER
- O 899B525 ENGINE WARRANTY 2026 L9N_GE1_5 Years /
150,000 Miles_PPI_Matrix:
426113

OTHERS

- O 4232003 FUEL MANAGEMENT MODULE FMM PREP KIT SPEC DRIVEN
FRAME MTD

01/23/2026

Dimensions



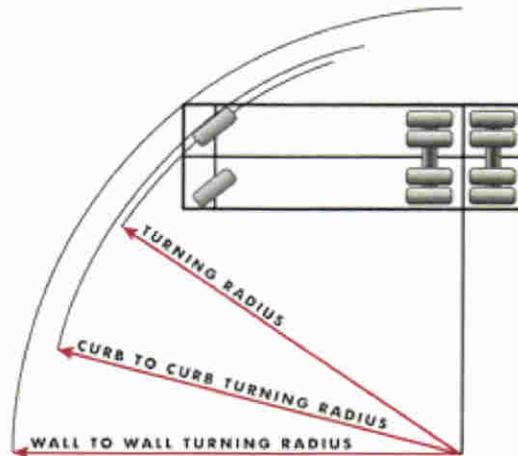
	Dimension(in)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	1,062.00	OVERALL LENGTH
E	967.00	EFFECTIVE CAB TO END OF FRAME
F	192.00	EFFECTIVE CAB TO REAR AXLE
G	41.30	UNLADEN FRAME HEIGHT
H	775.00	OVERHANG
I	216.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	100.30	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9N, 320 HP / 2200RPM / 1000 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

01/23/2026

Turning Radius



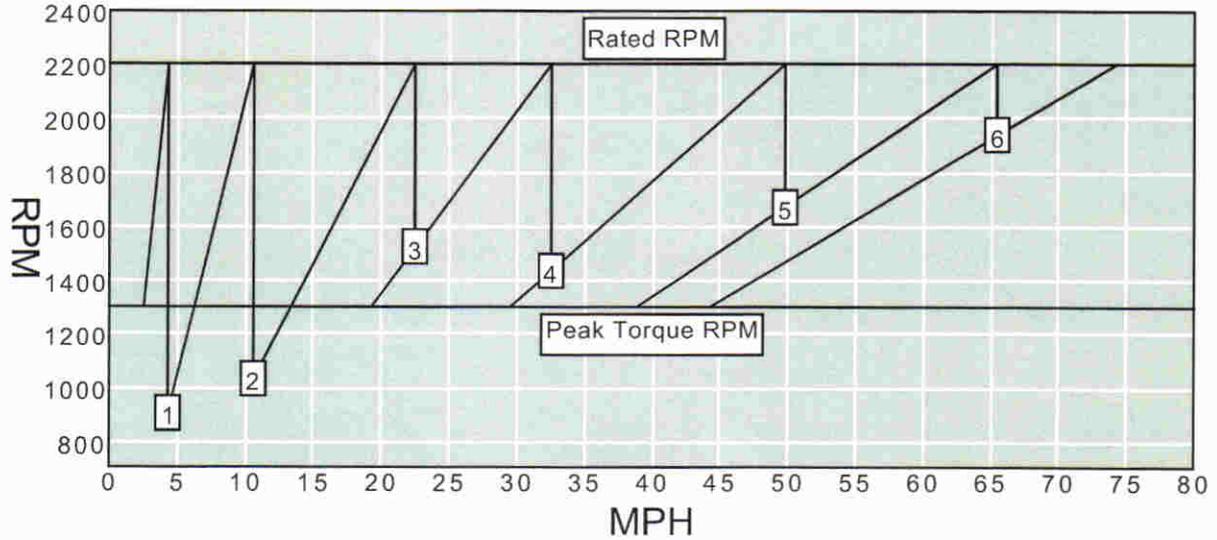
	Dimension(ft)	Description
A	36.38	TURNING RADIUS
B	74.89	CURB TO CURB TURNING DIAMETER
C	81.02	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

Model	
Engine	L9N, 320 HP / 2200RPM / 1000 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

01/23/2026

Shift Chart



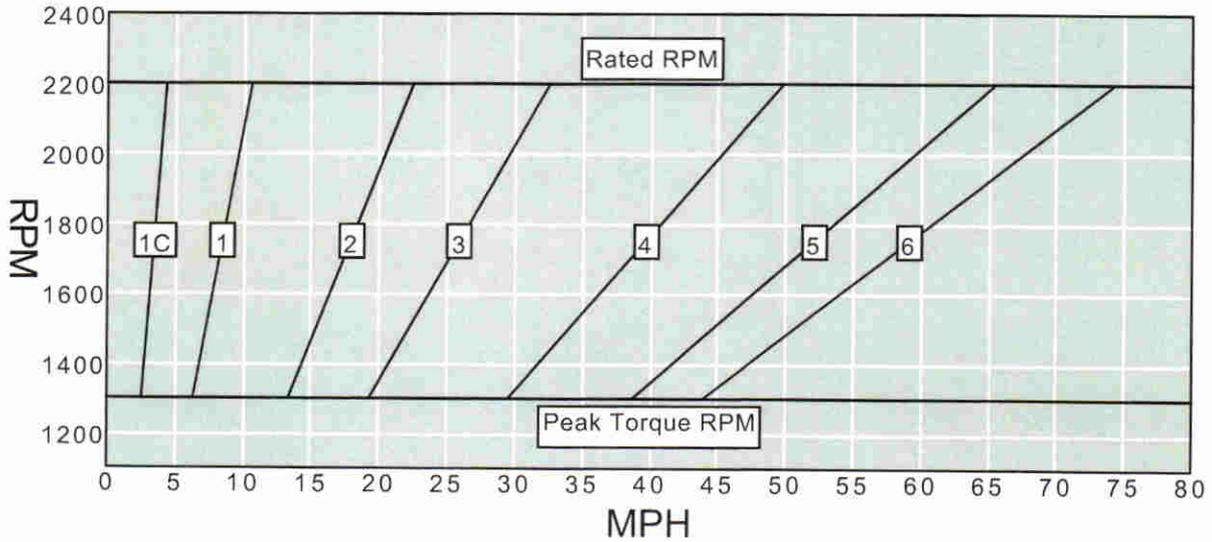
Gear	Trans. Ration	Rear Axle Ration	Overall Reduction	% Split	MPH	RPM After Shift
1C	11.37	5.38	61.2	0.0	4.4	0
1	4.70	5.38	25.3	141.9	10.6	909
2	2.21	5.38	11.9	112.7	22.5	1,034
3	1.53	5.38	8.2	44.4	32.5	1,523
4	1.00	5.38	5.4	53.0	49.8	1,437
5	0.76	5.38	4.1	31.6	65.5	1,672
6	0.67	5.38	3.6	13.4	74.3	1,939

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9N, 320 HP / 2200RPM / 1000 LB-FT, CUMMINS
Rated Power	320 HP @ 2200 RPM
Peak Torque	1000 LB-FT @ 1300
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	493

01/23/2026

Operating Range



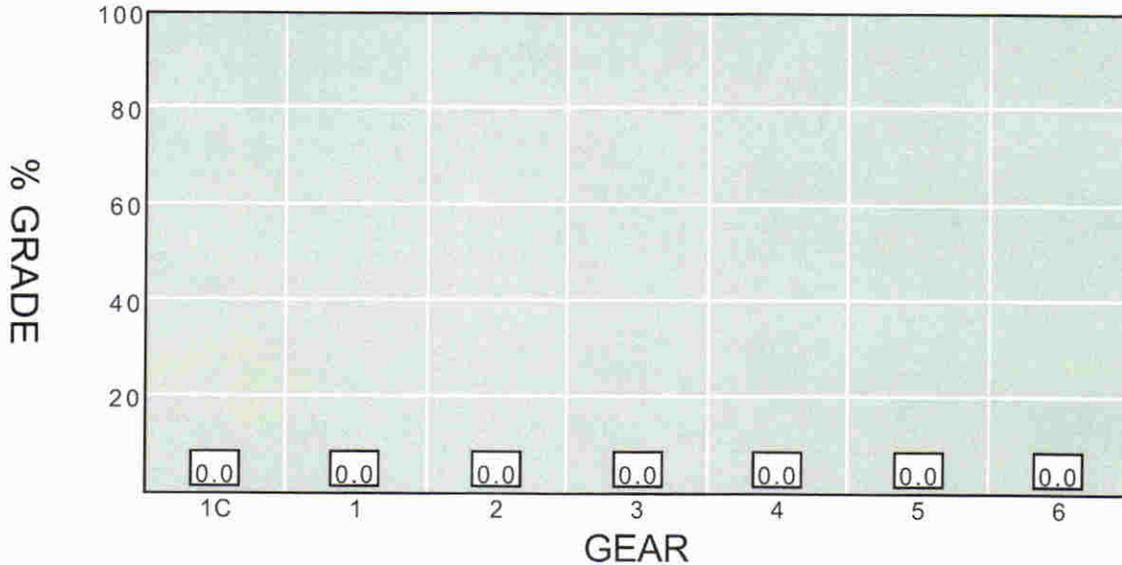
Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
1C	11.37	5.38	2.6	4.4
1	4.70	5.38	6.3	10.6
2	2.21	5.38	13.3	22.5
3	1.53	5.38	19.2	32.5
4	1.00	5.38	29.4	49.8
5	0.76	5.38	38.7	65.5
6	0.67	5.38	43.9	74.3

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9N, 320 HP / 2200RPM / 1000 LB-FT, CUMMINS
Rated Power	320 HP @ 2200 RPM
Peak Torque	1000 LB-FT @ 1300
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	493

Gradeability

01/23/2026



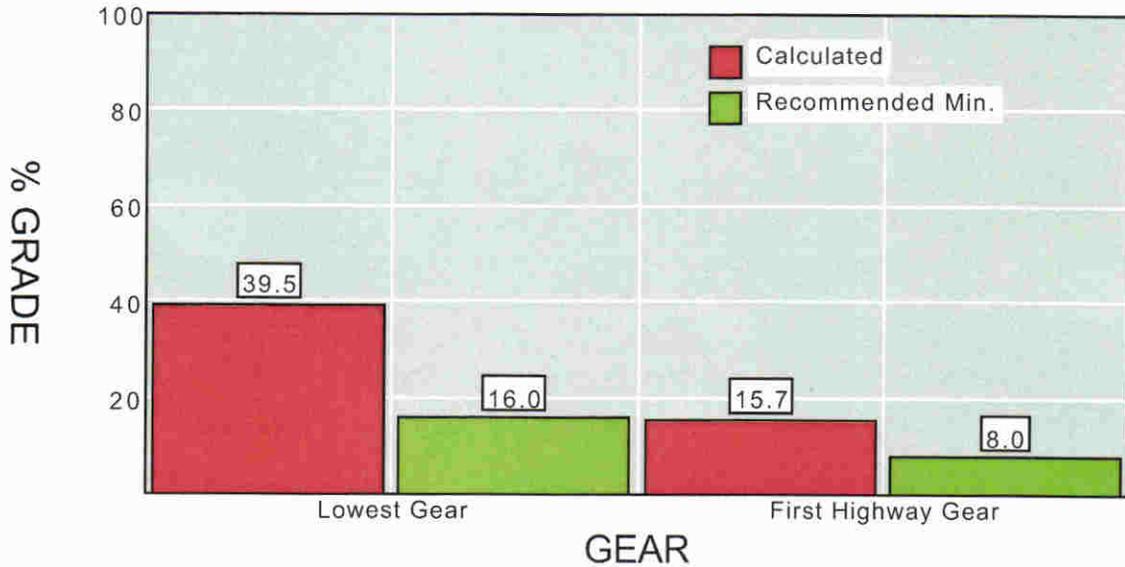
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	11.37	5.38	61.2	1,000.0	255.7	2.6	0.0
1	4.70	5.38	25.3	1,000.0	255.7	6.3	0.0
2	2.21	5.38	11.9	1,000.0	255.7	13.3	0.0
3	1.53	5.38	8.2	1,000.0	255.7	19.2	0.0
4	1.00	5.38	5.4	1,000.0	255.7	29.4	0.0
5	0.76	5.38	4.1	1,000.0	255.7	38.7	0.0
6	0.67	5.38	3.6	1,000.0	255.7	43.9	0.0

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9N, 320 HP / 2200RPM / 1000 LB-FT, CUMMINS
Peak Torque	1000 LB-FT @ 1300
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	493
GVW/GCV	0
Surface	Concrete

Startability

01/23/2026



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	39.5
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
First Highway Gear	All Applications	8.0	15.7

"SPECIFICATION SUMMARY"

Model	ACX64 Class 8
Engine	L9N, 320 HP / 2200RPM / 1000 LB-FT, CUMMINS
Clutch Torque	550 LB-FT 700 RPM
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Radius	19.7
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

01/23/2026

Top Speed

Speed At Maximum RPM



RPM At 60MPH



	MPH	RPM
Top Speed	74.3	2,200
Cruise Speed	60.0	1,777
Minimum Of Engine Range	23.6	700
Maximum Of Engine Range	74.3	2,200
Minimum Of Economy Range	23.6	700
Maximum Of Economy Range	74.3	2,200

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	L9N, 320 HP / 2200RPM / 1000 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	493

GAWR, GVWR & Tire Pressure

01/23/2026

GVW Rating – 66,000#			
Front GAWR	20,000#	Rear GAWR	46,000#
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels & Hubs	20,000#	Rear Wheels & Hubs	52,000#
Front Tire Size & Tread	20,000#	Rear Tire Size & Tread	48,000#
Front Brakes	20,000#	Rear Brakes	48,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	130.0	Rear PSI	105.0

Cummins Statement

01/23/2026

Cummins Inc. will claim all emissions credits authorized by EPA, CARB, or CARB-adopting state regulations for sale of our engines. This may result in products being ineligible for purchase using certain grant or incentive funding ("voluntary purchase incentive program(s)"). Purchasers and users of products are solely responsible for ensuring their compliance with the terms of any voluntary purchase incentive program(s).





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: January 29, 2026
SUBJECT: 2026 CIP Budget, Program 6302 Residential Rear Load Truck Purchase Request

SUMMARY

The Solid Waste Services Department has instituted a vehicle and equipment replacement schedule recommended by the 2018 cost of service study. In accordance with this schedule and the Department's 2026 CIP budget, we request to replace two residential rear-load trucks: asset 50, a 2005 Crain Carrier Corp. truck with 204,242 miles, and asset 101, a 2015 Crain Carrier Corp. truck with 106,100 miles. Both truck bodies and hydraulic systems need significant repairs if left in daily front-line service.

These assets will be replaced with two 2026 Battle Motors Raider LET2-CNG trucks with Heil 18-yard Durapack 5000 rear-load bodies. A proposal from Battle Motors and River City Hydraulics is attached for the truck chassis and body. Asset 101 will become a spare truck for infrequent use when a front-line vehicle is in maintenance or repair and asset 50 will be retired to be sold at auction.

The cost for each truck is \$416,105.10, totaling \$832,210.20. The purchase will be made through the Sourcewell cooperative purchasing program, Battle Motors contract #032824-CRN. The purchase will be funded by the Sanitation Equipment Sinking Fund, set aside from service revenues.

Please contact me should you have any questions or require additional information regarding this request.

ATTACHMENTS

1. [2-3-26_Item_ID_2535_Solid_Waste_Services.pdf](#)
2. [2-3-26 Item ID 2535 Solid Waste Services.pdf](#)

FISCAL IMPACT: \$832,210.20
BUDGET INFORMATION: Budgeted / Solid Waste Services - Solid Waste Services Sinking Fund - 11186065

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) RESIDENTIAL REAR
LOAD TRUCKS FOR THE CITY OF FORT SMITH SOLID WASTE SERVICES
RESIDENTIAL OPERATIONS DIVISION**

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

The quote of Battle Motors / Heil (Doggett Freightliner of AR LLC), attached, for the purchase of two (2) New Battle Motors Raider / LET2-26 CNG Truck Chassis with 18yd Heil Durapack 5000 Rear Loader for the price of \$416,105.10 each and a total price of \$832,210.20 is hereby accepted and the City Administrator is authorized to complete the authorized purchase.

This Resolution adopted this _____ day of February, 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL



**BATTLE
MOTORS**

Date

01/20/2026

Quote Information

202508071931-CBEA

2027 Raider (LET2)

Qty: 1

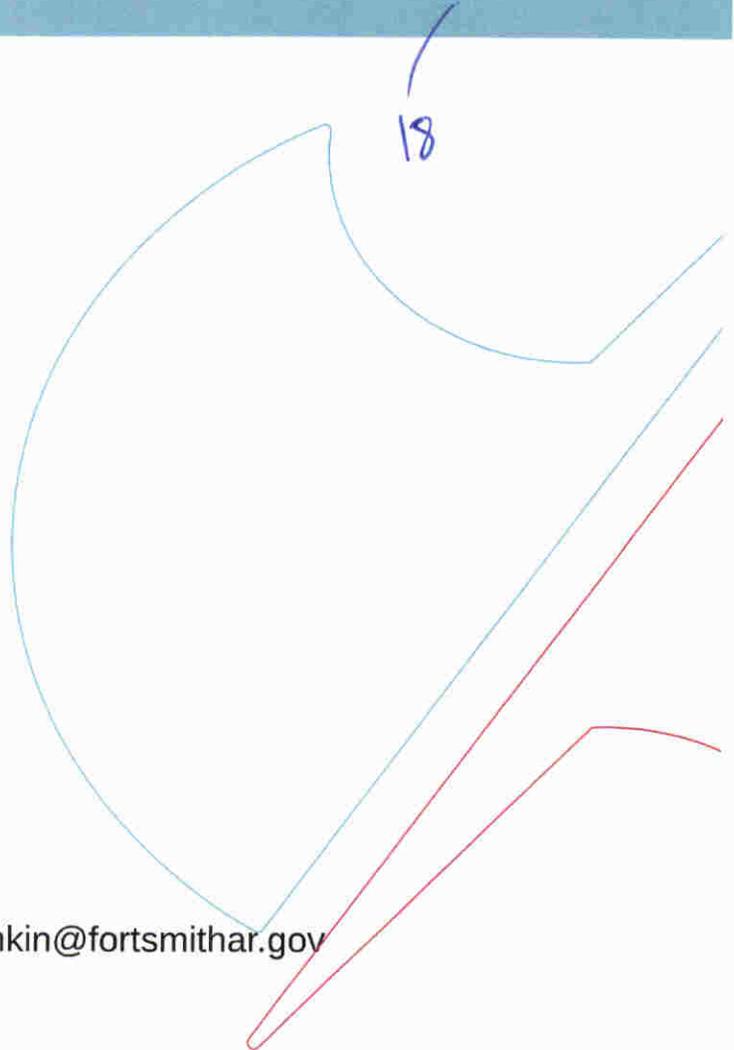
Prepared For

City of Fort Smith
5900 Commerce Road
Fort Smith, AR 72916
Terry Rankin 479.788.4144 trankin@fortsmithar.gov

Prepared By

Jacob Brake
jacob.brake@doggett.com
Doggett

Shipping Destination: Ft. Payne, AL (Heil)



Approved For Payment

By: Mich Pal Date: 1-23-26

Code: _____

Description: Rear loader specs

Terry Rankin



January 14, 2026

Mr. Terry Rankin
City of Fort Smith
5900 Commerce RD
Fort Smith, AR 72916

Dear Terry,

Battle Motors is pleased to quote the following chassis for your consideration: **(1) New/Unused (2027) Battle Motors Raider / LET2-26 CNG Chassis with a Heil (20 yd Rear Loader body)** delivered to your department yard with arrangements made by Jacob Brake at Doggett Freightliner in Van Buriem AR priced as follows:

	One Unit (ea.)	(2) Extended Units
Sub Total	\$416,105.10	\$832,210.20
Tax (0%)	\$ 00.00	\$ 00.00
Total	\$416,105.10	\$832,210.20

Per the attached specifications, pricing includes the cost for the chassis, body, accessories, and shipping to **Heil (4301 Gault Ave NE Fort Payne, AL 35967)** once the chassis is complete.

Be sure to reference our **Battle Motors Sourcewell Contract #032824-CRN** on all orders. Please email me at bboyle@battlemotors.com if you have any questions.

Thank you in advance for your consideration.

Sincerely,

Bill Boyle

Bill Boyle
V.P. Sales – Sourcewell Program Manger



Enclosed
Ref: CF Quote – CBEA – Quote Expires 90 days from the above date.



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/12/2026	29790

Name / Address
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

Ship To
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
HEIL DURAPA...	DURAPACK 5000 REAR LOADER 18 YARD MOUNTED ON CUSTOMER SUPPLIED CHASSIS FULL FACTORY MOUNT FRONT MOUNT VANE PUMP FAST CYCLE MULTI-FUNCTION LED STROBE / TURN LAMPS DUAL HOPPER WORK LIGHT KIT DUAL WORK LIGHTS OUTSIDE OF HOPPER LED BODY SIDE BACKING ASSIST LIGHTS DUAL FRONT LED OVAL STROBE LIGHTS 15,000lb. LINE PULL REEVING CYLINDER W/ CONTROL KIT DUAL BAYNE REVOLUTION HD CART TIPPERS BASE 3RD EYE CAMERA SYSTEM W/ 7" MONITOR AND REAR CAMERA 3RD EYE DIGITAL SYSTEM INCLUDING DRIVER AND FORWARD FACING CAMERA 360 VIEW W/ GRABBER CAMERA, LIFT INTERLOCK KIT, AND PSV H.D. CONTRACTORS PACKAGE MUD FLAPS ANTI-SAIL 20lb. FIRE EXTINGUISHER SIDE DOOR INTERLOCK KIT	1	ea	194,941.00	194,941.00

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: _____



River City Hydraulics, Inc.
 P.O. Box 6033
 Sherwood, AR 72124
 Phone: (501) 835-5230
 Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/12/2026	29790

Name / Address
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

Ship To
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
	5 GALLON COOLER AND BRACKET UPPER PANEL COVER KIT FENDER EXTENSION KIT FRONT OF BODY 75 DGE CNG SYSTEM AND INSTALLATION				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____

Print _____

Subtotal \$194,941.00

Sales Tax (9.5%) \$0.00

Total \$194,941.00

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: ____

**CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL**

18

MODEL		DESCRIPTION
9999-CUSTOM-139415	FUEL TYPE	CNG
9999-CUSTOM-144982	MODEL YEAR	2027 MODEL YEAR
9999-CUSTOM-140418	BODY APPLICATION	HEIL RL, DURAPACK 5000, 20 CY, RH FUEL TANK, CNG
9999-CUSTOM-142671	SURFACE	OPERATES IN LANDFILL
9999-CUSTOM-83099	CARB/EPA	EPA / NON-CARB
9999-CUSTOM-83019	WHEELBASE	140 WHEELBASE
9999-CUSTOM-82526	CAB STYLE	LET2 STANDARD CAB WITH EXTERIOR SUNVISOR
9999-CUSTOM-82827	CAB / DOORS	LET2 STANDARD CAB, LH F/F / RH F/F DOORS
9999-CUSTOM-82491	DRIVE TYPE	LH DRIVE
9999-CUSTOM-143946	TOWING	STRAIGHT TRUCK, NON-TOWING

FRAME		DESCRIPTION
9999-CUSTOM-83057	FRAME RAILS	DOUBLE SILLS
9999-CUSTOM-142335	FRAME SILL LENGTH	25' FRAME SILLS
*** CUSTOM ***	FRAME	CUSTOM FRAME
9999-CUSTOM-82520	FRAME , FEPTO CROSSMEMBER	NO OPTION - FEPTO CROSSMEMBER
9999-CUSTOM-142407	DRILLING , CNG TANK DRILLING	NO OPTION - CNG TANK DRILLING
9999-CUSTOM-83074	FRAME , BATTERY BOX MTG, DROP FRAME	NO OPTION - BATTERY BOX MTG, DROP FRAME
1502-0580	FRAME , FRONT EXTENSION	FRONT FRAME EXTENSION, WIDE FLANGE FLAT BUMPER
9999-CUSTOM-144346	DRILLING , AIR TANK	NO OPTION - AIR TANK DRILLING
9999-CUSTOM-83075	DRILLING , FUEL TANK	NO OPTION - FUEL TANK MTG
9999-CUSTOM-145463	DRILLING , TOW HOOKS	NO OPTION - TOW HOOK DRILLING
9999-CUSTOM-145031	DRILLING , BODY	NO OPTION - FRAME DRILLING, BODY
9999-CUSTOM-140304	DRILLING , CENTER BEARING	NO OPTION, CENTER BEARING DRILLING

**CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL**

18

ENGINE EQUIPMENT		DESCRIPTION
9999-CUSTOM-83080	ENGINE MODEL	CUMMINS L9N, LET2
1000-24-5228	ENGINE	CUMMINS 2024 L9N, CARB MHD, 320HP, 4500RDS TRANSMISSION, W/O ENGINE BRAKE, LET2
9999-CUSTOM-142363	ENGINE PTO ADAPTER	1350/1410 FEPTO ADAPTER
2100-3361	ENGINE, ALTERNATOR	ALTERNATOR, DELCO 55 SI, 12V, 430 AMP, L9/L9N/ISX12N
2000-4701	ENGINE, DIPSTICK/OIL FILL	ENGINE DIPSTICK MTG ONLY, B6.7/L9/L9N
9999-CUSTOM-83013	ENGINE OIL SAMPLE VALVE	NO OPTION - ENIGNE OIL SAMPLE VALVE
162X-0519	ENGINE PROGRAMMING PARAMETERS	ENGINE PRGM-L9N, A/C, NO IDLE SHUTDOWN, 1450 RPM TA, 65 MPH
2003-0574	ENGINE, BLOCK HEATER	ENGINE BLOCK HEATER, L9/L9N, 120V IND LT, 1000W, FLAT BUMPER
9999-CUSTOM-83087	ENGINE, BELT	NO OPTION - L9 ENGINE BELT, A/C
1005-23-1470	ENGINE COOLING	COOLING ASSEMBLY - L9N LET MODINE
9999-CUSTOM-82504	ENGINE COOLING, OPTIONS	NO OPTION - ENGINE COOLING
9999-CUSTOM-145597	ENGINE COOLING, REMOTE FILL	NO OPTION - REMOTE FILL
1006-1125	ENGINE MOUNTING	ENGINE MOUTNING, CUMMINS L9/L9N, DOUBLE SILLS, 4500RDS
9999-CUSTOM-83326	ADDITIONAL A/C COMPRESSOR	NO OPTION - 2ND A/C COMPRESSOR
1010A-0052	AIR CLEANER STACK	AIR CLEANER STACK, W/O PRECLNR, LET2
1010-23-4751	AIR CLEANER	AIR CLEANER ASSEMBLY MODINE L9N LET
1011-23-4760	CAC PIPING	CHARGE AIR COOLING MODINE L9N LET
1004-2074	EXHAUST	EXH ASSY: CUMMINS 2018 L9N, OFFSET RAD, LET2
1004A-0058	EXHAUST STACK	LOW PROFILE EXHAUST STACK L9N

TRANSMISSION EQUIPMENT		DESCRIPTION
9999-CUSTOM-83085	TRANSMISSION MODEL	ALLISON 4500RDS, LET2
1007-1147	TRANSMISSION	TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

18

TRANSMISSION EQUIPMENT		DESCRIPTION
9999-CUSTOM-83012	TRANSMISSION OIL SAMPLE VALVE	NO OPTION - TRANS OIL SAMPLE VALVE
9999-CUSTOM-83003	TRANSMISSION SKID PAN	NO OPTION - TRANSMISSION SKID PAN
2501-24-7203	TRANSMISSION OIL PIPING	PPG, TRANS-L9/L9N/ISX12, 4000RDS
9999-CUSTOM-142641	TRANSMISSION REMOTE VENT	NO OPTION - REMOTE TRANS VENT
1503-24-0915	TCM LOCATION	FRAME MODIFICATION ASSEMBLY TCM MOUNTING 50 INSIDE
2100-3353	TRANSMISSION PROGRAMMING	TCM-ALLISON, 4500RDS, SINGLE DRIVE, TC521, 5 SPD, 145 AG, L9N
2502-0850-CAB	AUTO NEUTRAL	AG, AUTO NEUTRAL, HAND BRAKE AIR VALVE, LET2 (CONSOLE MTD)
2502-0850	AUTO NEUTRAL , CHASSIS	PPG ASSY, AUTO NEUTRAL, WORK BRAKE AIR VALVE, LET2

STEER AXLE		DESCRIPTION
1100A-0057	FRONT AXLE	FRONT STEER AXLE, D2000F, STD TRK, 24" CMBR, <190' WB, 16.5 X 7 ES 1100 BRAKES
1402-23-2589	POWER STEERING RESERVOIR	HYDRAULIC RESERVOIR ASSEMBLY; 4 QT, 2023 L9/L9N, LET
1101-0638	FRONT SUSPENSION	FRONT SUSPENSION, D2000F, (4) TAPER LEAF, STD SHOCKS
1401-0331	STEERING LINKAGE (LH)	STEERING LINKAGE - LET2, LHD, TILT, W/CRUISE
9999-CUSTOM-139406	STEERING LINKAGE (RH)	NO OPTION - RH STEERING LINKAGE
1400-0714	POWER STEERING	POWER STEERING - XD-120, DANA, LH DRIVE, STANDARD

DRIVE AXLE		DESCRIPTION
9999-CUSTOM-83068	REAR SUSPENSION MODEL	REYCO 102CC SPRING, 30,000 GAWR
9999-CUSTOM-83054	REAR DRIVE AXLE MODEL	S26-190 - REAR DRIVE AXLE
1201-1419	REAR SUSPENSION	REAR SUSPENSION, REYCO 30K, 3 DEG, S26-190
1200A-0250	REAR AXLE	REAR AXLE, S26-190, 16.5 X 8.62, 5.57, STD DIFF, REYCO
*** CUSTOM ***	PROPSHAFT	CUSTOM PROPSHAFT
2102-0160	ABS / ATC / HSA	ABS SYSTEM, BENDIX EC-80 4S/4M, 500K BAUD

**CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL**

18

DRIVE AXLE		DESCRIPTION
2000-4749	LUBE, REAR DRIVE AXLE	LUBE, REAR AXLE, STANDARD, S21/23/26 AXLES 85W-140
9999-CUSTOM-142595	BREATHER, REAR DRIVE AXLE	NO OPTION - AXLE BREATHER
9999-CUSTOM-142071	AIR SUSPENSION DUMP VALVE	NO OPTION - AIR SUSP DUMP VALVE, CHASSIS
9999-CUSTOM-139490	REAR BUMP BLOCKS	NO OPTION - BUMP BLOCKS
9999-CUSTOM-83061	CHASSIS, CAB INTERAXLE BUZZER	NO OPTION - INTERAXLE BUZZER, CHASSIS

LIFT AXLE		DESCRIPTION
9999-CUSTOM-83323	PUSHER AXLE	NO OPTION - PUSHER AXLE
9999-CUSTOM-83324	TAG AXLE	NO OPTION - TAG AXLE
9999-CUSTOM-142167	PUSHER/TAG SPACING	NO OPTION - PUSHER/TAG SPACING

TIRES / WHEELS		DESCRIPTION
2S-518-2863	TIRE, STEER	FRONT STEER AXLE TIRE, YOKOHAMA TIRE RY023 11R22.5 16/H, 504 RPM. 75 MPH
2S-363B-0124	WHEEL, STEER	FRONT STEER AXLE WHEEL, STEEL, 22.5 X 8.25, ACCURIDE, PC WHITE, 6.66" OUTSET
2D-518-2291	TIRE, DRIVE	DRIVE AXLE TIRE, YOKOHAMA, MY505C, 425/65R22.5, 20/L, 472 RPM, 68 MPH
2D-363B-0153	WHEEL, DRIVE	DRIVE AXLE WHEEL, ALUMINUM, 22.5 X 12.25, ACCURIDE, GRAY, 0.625 OUTSET, 29805PKGRY21
9999-CUSTOM-143832	TIRE, PUSHER	NO OPTION - PUSHER TIRE
9999-CUSTOM-143835	WHEEL, PUSHER	NO OPTION - PUSHER WHEELS
9999-CUSTOM-143833	TIRE, TAG	NO OPTION - TAG TIRE
9999-CUSTOM-143834	WHEEL, TAG	NO OPTION - TAG WHEELS
9999-CUSTOM-145066	VALVE STEM EXTENSIONS	NO OPTION - VALVE STEM EXTENSION
9999-CUSTOM-139184	WHEEL TORQUE INDICATORS	NO OPTION - WHEEL TORQUE INDICATORS

QUOTATION	DATE	PAGE	CUSTOMER NAME	DEALER NAME
202508071931-CBEA (rev 2)	January 20, 2026	4 of 20	City of Fort Smith	Doggett

**CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL**

FUEL		DESCRIPTION
2503-24-4261	FUEL TANK	CNG TANK - CUSTOMER SUPPLIED (SADDLE, TAILGATE, ROOF) L9N
9999-CUSTOM-82618	DEF TANK	NO OPTION - DEF TANK
9999-CUSTOM-83093	FUEL PIPING / FILTER	NO OPTION - DIESEL FUEL PIPING
9999-CUSTOM-83000	CNG BUMPER FILL	NO OPTION - CNG FRONT BUMPER FILL
9999-CUSTOM-139410	FUEL ACCESSORIES	NO OPTION - FUEL ACCESSORIES, CNG, CHASSIS
9999-CUSTOM-142626	FUEL TANK SPACERS	NO OPTION - FUEL TANK SPACER
9999-CUSTOM-144171	DEF TANK SPACERS	NO OPTION - DEF TANK DROP

CHASSIS		DESCRIPTION
1502-23-2544	FRONT BUMPER	FRONT BUMPER - STANDARD FLAT, LET2, STEEL, PAINTED BLACK
9999-CUSTOM-145149	RADAR	NO OPTION - RADAR
9999-CUSTOM-142046	REAR BUMPER / TAIL LIGHTS	NO OPTION - REAR BUMPER
1801-0591	FENDERS, FRONT	FENDER, FRONT - BLACK PLASTIC, LET2
9999-CUSTOM-142593	FRONT SKID PLATE	NO OPTION - FRONT SKID PLATE
2000-4607	TOW PINS/HOOKS OPTIONS	FRONT TOW PINS, FLAT BUMPER, LET2
9999-CUSTOM-83010	FIRE EXTINGUISHER , CHASSIS MOUNTED	NO OPTION - FIRE EXTINGUISHER, CHASSIS MOUNTED
9999-CUSTOM-139179	RETAINER CABLES	NO OPTION-RETAINER CABLES
1503-2281	BATTERY BOX SPACERS	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME
9999-CUSTOM-82671	DECAL , ENGINE, 50 STATE CLEAN IDLE/CARB	NO OPTION - CLEAN IDLE DECAL
2000-4830	DECALS , CHASSIS EXTERIOR	DECALS, EXTERIOR, CNG, TRANSYND
2003-23-3828	HVAC , CHASSIS	HEATER ASSEMBLY - MODINE L9/L9N A/C
2501-1541	OIL PIPING, CAB TILT	CAB TILT, LET2, ELEC PUMP, ELEC. FAN, NO PLOW
1503-23-2980	OVER ENGINE CROSSMEMBER	FRAME MODIFICATION ASSEMBLY - MODINE O.E.CROSSMEMBER, OFFSET RH SIDE

QUOTATION	DATE	PAGE	CUSTOMER NAME	DEALER NAME
202508071931-CBEA (rev 2)	January 20, 2026	5 of 20	City of Fort Smith	Doggett

**CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL**

18

	CAB	DESCRIPTION
1800-1894-CAB	CAB MODEL	CAB ASSY, GREEN GLASS, NO ROOF VENTS, W/WISOR, LET2
1401-0331-CAB	STEERING WHEEL (LH)	STRG COLUMN ASSY - LET2, LHD,TILT, W/CRUISE, 18" WHEEL
9999-CUSTOM-139404	STEERING WHEEL (RH)	NO OPTION - RH STEERING, CAB
2000-3280-CAB	FLOOR GRATING (LH)	FLOOR GRATING, LEFT SIDE FLOOR GRATE
2000-2104-CAB	FLOOR GRATING (RH)	FLOOR GRATING, RIGHT SIDE FLOOR GRATE
9999-CUSTOM-82530	ROOFTOP A/C	NO OPTION - ROOFTOP A/C
2100-3406-CAB	IGNITION KEYS	IGNITION (2) KEYS D250, FU/FB DOORS
9999-CUSTOM-82506	RAINGEAR STORAGE	NO OPTION - RAINGEAR STORAGE
9999-CUSTOM-83004	CAB WINDSHIELD GUARD	NO OPTION - CAB WINDSHIELD GUARD
2000-4297-CAB	FIRE EXTINGUISHER	FIRE EXTINGUISHER, 5#, ABC, SHIP LOOSE
9999-CUSTOM-82508	FIRST AID KIT	NO OPTION - FIRST AID KIT
2000-1632-CAB	TRIANGLE KIT	TRIANGLE KIT-WARNING, SHIP LOOSE
2003-0369-CAB	CAB , DEFROST FANS	DUAL DEFROST FANS , 2-SPD, LET2
1810-0061-CAB	CAB GRILLE	CAB MOD ASSY - BATTLE GRILL, BLACK/GUNMETAL
1809-0167-CAB	CAB , FLOOR GRIP TAPE	FLOOR GRIP TAPE INSTALLATION, LET2
1001-0946-CAB	CAB , ACCELERATOR PEDAL	ACCELERATOR PEDAL, CUMMINS, SINGLE DRIVE
9999-CUSTOM-82537	CAB , GRAB HANDLES (LH)	NO OPTION - EXTERIOR GRAB HANDLE (LH)
9999-CUSTOM-82999	CAB , GRAB HANDLES (RH)	NO OPTION - EXTERIOR GRAB HANDLE (RH)



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

CAB		DESCRIPTION
9999-CUSTOM-82814	CAB, ELEC , DOOR WINDOWS , SWITCH COUNT	LH DRIVE, LH F/F, RH F/F
2102-0160-CAB	CAB , ABS / ATC / HSA	ABS SYSTEM, BENDIX EC-80 4S/4M, 500K BAUD
2000-24-2489-CAB	DECALS , CAB INTERIOR	DECALS, INTERIOR, SINGLE DRIVE, CNG, FU/FB DOOR
9999-CUSTOM-83100	DECALS , CALIFORNIA PROPOSTION 65	NO OPTION - EPA / NON-CARB
1810-0036-CAB	CAB , MISC COMPONENTS	CAB MODIF - COMPONENTS FOR DRESSED CAB
9999-CUSTOM-139492	STEERING COLUMN COVER, (RH)	NO OPTION - RH STEERING COLUMN COVER
2201-24-7105	WINDSHIELD WIPERS	WINDSHIELD WIPER ASSEMBLY CROSSMEMBER MOUNTED RES
1802-0076	CAB MOUNTING	CAB MOUNTING - LET2/LNT STANDARD CAB
2003-0614-CAB	HVAC , CAB	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING
162Y-0023	CAB VCU PROGRAMMING	INSTR SHT, SOFTWARE, IFM MASTER - ICE REGULAR

INSTRUMENTATION		DESCRIPTION
9999-CUSTOM-144529	BODY CONTROLS	NO OPTION - BODY CONTROLS
9999-CUSTOM-143240	DASH LAYOUT	STANDARD DASH LAYOUT
9999-CUSTOM-82609	RADIO LOCATION	RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE
1809-0173-CAB	CAB , OVERHEAD CONSOLE / RADIO	OVERHEAD CONSOLE, LHD, AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2
9999-CUSTOM-83007	CAB , ENGINE BRAKE	NO OPTION - ENGINE BRAKE CONTROLS, CAB
9999-CUSTOM-139412	FUEL ACCESSORIES, CAB	NO OPTION - FUEL ACCESSORIES, CNG, CAB
9999-CUSTOM-83327	PUSHER/TAG CAB CONTROLS	NO OPTION - PUSHER/TAG AXLE CAB CONTROLS
2202-24-4822	CENTER CONSOLE	CENTER CONSOLE, WORK BRAKE, LET2
2202-0051-CAB	INSTRUMENT CLUSTER	ANALOG GAUGES, LH DRIVE, CNG, MPH, STD/CREW CAB

**CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL**

18

INSTRUMENTATION		DESCRIPTION
9999-CUSTOM-142590	CAB , CAMERA	NO OPTION - CAMERA
9999-CUSTOM-140511	ADAS	NO OPTION - ADAS
9999-CUSTOM-144605	TELEMATICS	NO OPTION - TELEMATICS
9999-CUSTOM-82622	GAUGE, ENGINE OIL TEMPERATURE	NO OPTION - ENGINE OIL TEMP GAUGE - CAB
9999-CUSTOM-82625	GAUGE, TRANSMISSION TEMP	NO OPTION - TRANSMISSION TEMP GAUGE
9999-CUSTOM-142605	GAUGE, AIR SUSPENSION	NO OPTION - AIR SUSPENSION PRESSURE GAUGE
9999-CUSTOM-142607	GAUGE, BRAKE APPLICATION	NO OPTION - BRAKE APPLICATION GAUGE
9999-CUSTOM-82626	GAUGE, MISC OPTIONS	NO OPTION - MISC GAUGES
9999-CUSTOM-83060	CAB , INTERAXLE BUZZER/ALARM	NO OPTION - INTERAXLE BUZZER, CAB
9999-CUSTOM-82517	CAB , FLASHER OPTIONS	NO OPTION - FLASHERS
9999-CUSTOM-82522	CAB , 12V POWER OPTIONS	NO OPTION - 12V POWER OPTIONS
2000-4582	AIR HORN	AIR HORN, DUAL TONE, UNDER CAB
2000-4582-CAB	CAB , AIR HORN	AIR HORN, DUAL TONE, UNDER CAB
9999-CUSTOM-83006	CAB , WHEEL DIFF LOCK CONTROLS	NO OPTION - AXLE DIFF LOCK CONTROLS, CAB
9999-CUSTOM-142070	AIR SUSPENSION DUMP VALVE, CONTROLS	NO OPTION - AIR SUSP DUMP VALVE, CAB

**CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL**

18

LIGHTING DESCRIPTION

9999-CUSTOM-144528	BACK OF CAB LIGHTS	NO OPTION - BOC LIGHTING
9999-CUSTOM-144531	INTERIOR LIGHTS	STANDARD INTERIOR OVERHEAD LGHTS
9999-CUSTOM-82518	ROOF/MISOR LIGHTS	NO OPTION - CAB LIGHTING
9999-CUSTOM-144530	STROBE LIGHTS	STANDARD CAB INDICATOR LIGHTS

DOORS/MIRRORS DESCRIPTION

9999-CUSTOM-143942	DOOR INTERIOR STYLE	STEEL DOOR PANELS
1803-0082-CAB	CAB , DOOR (LH)	DOOR, LH-FLIP-UP/FOLD BACK, MINNEAPOLIS, LET2
1804-0083-CAB	CAB , DOOR (RH)	DOOR, RH-FLIP-UP/FOLD-BACK, MINNEAPOLIS, LET2
2000-4502-CAB	CAB , DOOR SAFETY BELT	DOOR SAFETY STRAP, (2) DOORS, LH & RH SIDES, ORANGE RETRACTABLE BELT
1806-1334-CAB	CAB , MIRROR (LH)	LH MIRROR - RETRACT, 16 X 7 FLAT, HEATED, SS
1808-0122-CAB	CAB , MIRROR (RH)	MIRROR ASSY-RH-RETRAC, 16X7, HEATED, FLIP-UP/FOLD-BACK DOOR
1806-1309-CAB	CAB , MIRROR, SPOT	MIRROR, SPOT - (1) LH / (1) RH BOTTOM MIRROR ARM, 7X8 RECTANGULAR, BLACK PLASTIC, NON-HEATED
9999-CUSTOM-82673	CAB , MIRROR, LOOK DOWN	NO OPTION - LOOK DOWN MIRROR
1810-0016-CAB	CAB , MODIFICATION (LH DOOR)	CAB MODIFICATION ASSY LH FOLD UP DR DRILLING
1810-0017-CAB	CAB , MODIFICATION (RH DOOR)	CAB MODIFICATION ASSY RH FOLD UP DR DRILLING

CAB SEATS DESCRIPTION

9999-CUSTOM-82616	CAB , SEAT MATERIAL	SEAT - ASPHALT CLOTH
2001-0508-CAB	CAB , SEATS (LH)	LH SEAT - SEARS C2, 2-WAY ADJUSTABLE, ASPHALT CLOTH, NON-ADJ LUMBAR, LET2
2011-0284-CAB	CAB , SEATS (RH)	RH SEAT - SEARS C2, 2-WAY ADJUSTABLE, ASPHALT CLOTH, NON-ADJ. LUMBAR, LET2
9999-CUSTOM-82612	CAB , SEAT (CENTER BENCH)	NO OPTION - CENTER BENCH SEAT, LET2
2000-4780-CAB	CAB , SEAT BELTS (LH)	SEAT BELT, BLACK, LH SIDE, FIXED SEAT, LET2
2000-4859-CAB	CAB , SEAT BELTS (RH)	SEAT BELT, BLACK, RH SIDE, FIXED SEAT, LET2



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

20
18

CAB SEATS		DESCRIPTION
9999-CUSTOM-82807	CAB , SEAT ADJUSTABLE SHOCK (LH)	NO OPTION - LH ADJUSTABLE SEAT SHOCK
9999-CUSTOM-82810	CAB , SEAT ADJUSTABLE SHOCK (RH)	NO OPTION - RH ADJUSTABLE SEAT SHOCK
9999-CUSTOM-82808	CAB , SEAT (LH), RH ARMREST	NO OPTION - RH ARMREST, LH SEAT
9999-CUSTOM-82809	CAB , SEAT (RH), LH ARMREST	NO OPTION - LH ARMREST, RH SEAT

AIR PIPING		DESCRIPTION
2502-24-4102	AIR DRYER	AIR DRYER ASSY, VIE (AD9 STYLE)
1910-0466	AIR PIPING, AIR DRYER	AIR DRYER PIPING - AD9EP/AD-IP, RH STA. 68 / FRONT
2502A-24-4210	AIR GOVERNOR	PIPING ASSEMBLY, AIR GOVERNOR COMPRESSOR MOUNTED L9/N
1503-24-8383	AIR PIPING, FRAME SUPPORTS	FRAME AIR PIPING SUPPORTS - <140" WB, SINGLE AXLE, 2025
1906-0896	AIR PIPING, FRAME	FRAME AIR PPG, LET ICE, IN FRAME (2) 32", RH UNDER FRAME (1) 32"
9999-CUSTOM-83325	AIR PIPING, PUSHER/TAG AXLE	NO OPTION - PUSHER/TAG AXLE AIR PIPING
9999-CUSTOM-82502	OPTIONAL AUTOMATIC DRAIN VALVES	NO OPTION - DRAIN VALVES
1904-24-4907	MANUAL DRAIN VALVES	CENTRALIZED DRAINS @ BBOX, (3) TANKS
9999-CUSTOM-82501	OPTIONAL CHARGE VALVE	NO OPTION - CHARGE VALVE
9999-CUSTOM-82503	GLADHANDS	NO OPTION - GLADHANDS
9999-CUSTOM-83070	AIR PIPING, RDS,209 TRACTION ASSIST	NO OPTION - RDS-209 TRACTION ASSIST
1908-0066	AIR PIPING, REAR AXLE	AIR PIPING, SINGLE REAR AXLE. REYCO SUSP
1907-0459-CAB	CAB , AIR PIPING	CAB AIR PIPING, LHD ONLY, RH SIT-DOWN, RH FOOTREST, LET2/LET2CC
9999-CUSTOM-82513	CAB AIR PIPING, REAR AXLE	NO AIR PIPING REQUIRED
9999-CUSTOM-144155	AIR PIPING, ALCOHOL INJECTOR	NO OPTION - ALCOHOL EVAPORATOR

**CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL**

18

ELECTRICAL		DESCRIPTION
2101-0645	12V BATTERIES	BATTERY BOX - (3) 925 CCA BATTERIES, DISC. SWITCH, PLASTIC COVER
2000-4841	ELECTRICAL, BATTERY CABLES	BATTERY/ALT CABLES, L9/L9N/ISX12N, BATT BOX RH 32/44, DISC SWITCH
9999-CUSTOM-143799	BATTERY DCS , INDICATOR LIGHT	NO OPTION - DCS PILOT LIGHT
9999-CUSTOM-83002	BATTERY DCS , MARKER LIGHTS	NO OPTION - BATTERY DCS LIGHTING
9999-CUSTOM-83005	ELECTRICAL, AXLE DIFF LOCK CONTROLS	NO OPTION - AXLE DIFF LOCK CONTROLS, CHASSIS
2100-3325	ELECTRICAL, POWER FEED HARNESS	ELECTRICAL, POWER FEED, L9N/X12N, LH UP TO STA. 74 / RH UP TO STA 38
2103-0294	ELECTRICAL, ENGINE	ELECTRICAL, ENGINE, CUMMINS L9N, 500K BAUD
2100-3522	ELECTRICAL, BASE, CHASSIS	ELECTRICAL ASSY: BASE CHASSIS EC-80 500K, AUTOCRAFT, LNT/LET2
9999-CUSTOM-82837	ELECTRICAL, TRANSMISSION RETARDER	NO OPTION - TRANSMISSION RETARDER, CHASSIS
2100-3347-CAB	CAB , BASE ELECTRICAL	ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT
9999-CUSTOM-82819	CAB, ELECTRICAL , DOOR WINDOWS	NO OPTION - ELECTRIC WINDOWS SWITCHES
9999-CUSTOM-82838	CAB, ELEC , TRANS RETARDER	NO OPTION - TRANSMISSION RETARDER, CAB
9999-CUSTOM-82614	ELECTRICAL, JUMP START	NO OPTION - JUMP START
2000-2215	BACK,UP ALARM	BACK-UP ALARM, ECCO 575, 107DB
9999-CUSTOM-82514	ELECTRICAL, TRAILER	NO OPTION - TRAILER ELECTRICAL
9999-CUSTOM-142610	SENSOR , AIR SUSPENSION	NO OPTION - AIR SUSPENSION PRESSURE GAUGE
9999-CUSTOM-142612	SENSOR , BRAKE APPLICATION	NO OPTION - BRAKE APPLICATION GAUGE
9999-CUSTOM-82621	SENSOR , ENGINE OIL TEMP GAUGE	NO OPTION - ENGINE OIL TEMP SENSOR

**CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL**

18

ELECTRICAL DESCRIPTION

9999-CUSTOM-83008	SENSOR, MISC GAUGES	NO OPTION - MISC GAUGES, CHASSIS
-------------------	---------------------	----------------------------------

PAINT DESCRIPTION

356-0359	PAINT, CAB	PAINT, CAB, FORT SMITH, BLUE, G2-107167891-A
9999-CUSTOM-140265	PAINT, CAB VISOR	CAB VISOR SAME COLOR AS CAB
9999-CUSTOM-83308	PAINT, CAB STRIPES	NO OPTION - CAB STRIPES
9999-CUSTOM-83309	PAINT, CLEAR COAT	NO OPTION - CAB CLEAR COAT
356-0323	PAINT, CHASSIS	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738
356-0329	PAINT, BUMPER	PAINT, BUMPER - STANDARD BLACK, G2-2B1738
9999-CUSTOM-143017	PAINT, WINDSHIELD GUARD	NO OPTION - WINDSHIELD GUARD PAINT

WARRANTY DESCRIPTION

306A-0001	WARRANTY, CHASSIS	WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE
306A-0041	WARRANTY, ENGINE	WARRANTY, CUMMINS STANDARD, 2 YEAR
9999-CUSTOM-83306	WARRANTY, ENGINE MAJOR COMPONENTS	NO OPTION-WARRANTY, MAJOR COMPONENTS
9999-CUSTOM-83307	WARRANTY, AFTERTREATMENT	WARRANTY, CUMMINS STANDARD, 2 YEAR
306A-0013	WARRANTY, TRANSMISSION	WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD
306A-0022	WARRANTY, DRIVE AXLE	WARRANTY, STANDARD

CUSTOM OPTIONS DESCRIPTION

9999-CUSTOM-83331	CUSTOM OPTIONS	NO OPTION - CUSTOM OPTIONS
9999-CUSTOM-145612	REWORK	NO OPTION - REWORK

DECALS DESCRIPTION

239-24-8529	EMISSION DECAL	MISC- LABEL, VEHICLE EMISSION, MEDIUM HDV, ICE, NON-CARB, 2027
207-2634	GVWR DECAL	MISC- LABEL, GVWR, INCOMPLETE



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

18

VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		RAIDER (LET2)
ENGINE		CUMMINS 2024 L9N, CARB MHD, 320HP, 4500RDS TRANSMISSION, W/O ENGINE BRAKE, LET2
PEAK POWER	HP	320
PEAK TORQUE	NM	1000 @ 1300
TRANSMISSION		TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

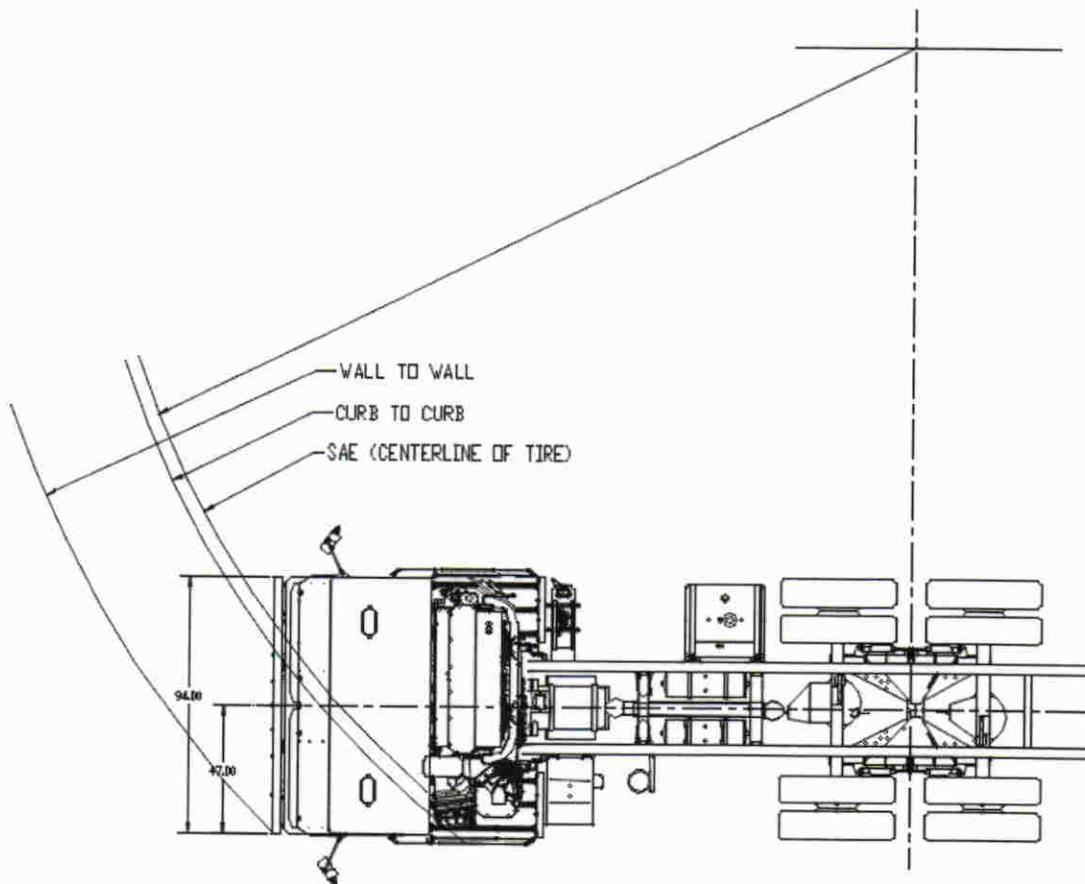
NAME	FRONT	PUSHER	FRONT DRIVE	LAST DRIVE	TAG
MODEL (LBS.)	D2000F			S26-190	
AXLE (LBS.)	20,000			26,000	
SUSPENSION (LBS.)	20,000			30,000	
WHEELS (LBS.) / QTY / TOTAL (LBS.)	8,000 / 2 / 16,000			11,500 / 2 / 23,000	
TIRES (LBS.) / QTY	6,610 / 2 / 13,220			11,400 / 2 / 22,800	
GAWR (LBS.)	13,220			22,800	
WEIGHT (+/- 5%, LBS.)	10,610			3,356	
				CHASSIS GVWR (LBS.)	36,020
				ENGINE APPLICATION GVWR (LBS.)	66,000
				TRANSMISSION APPLICATION GVWR (LBS.)	80,000
				TRUCK GVWR (LBS.)	36,020
				AVAIL GVWR (LBS.)	22,054



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

13

COMPONENT	LOCATION
BATTERY CABLES	RH STA. 32/44
AIR GOVERNOR	COMPRESSOR MOUNTED
AIR DRYER	RH STA. 68 / FRONT
AIR TANKS DRILLING(PERP)	-
AIR TANKS	IN FRAME (2) 32", RH UNDER FRAME (1) 32"
LIFT AXLE AIR TANKS	-
DRAIN VALVES	UNDER BBOX
TCM LOCATION	RH STA. 50, INSIDE
DISCONNECT SWITCH LOCATION	REAR MOUNTED





CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

18

ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)

SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	25
CURB-TO-CURB (FT)	25
WALL-TO-WALL (FT)	28



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

18

ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)

FRONT AXLE GROUND LOAD (LBS)	10,610
REAR AXLE GROUND LOAD (LBS)	3,356
TOTAL VEHICLE WEIGHT (LBS)	13,966

FRAME MEASUREMENT	VALUE	UNIT
CA/CT (CAB-TO-AXLE)	116	INCHES
AF (AFTER FRAME)	103	INCHES
WHEELBASE (WB)	140	INCHES
FRAME SILL LENGTH	25	INCHES
PUSHER/TAG SPACING	0	INCHES
BUMPER TO FRONT AXLE (BA)	72	INCHES



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

18

SPECIFICATION	VALUE	UNIT
GRADEABILITY	58.54%	INCHES
WHEELSLIP	2.19	INCHES
ACCELERATION RATE	6.47	INCHES
STARTABILITY	136.86%	INCHES
GEARED SPEED (MPH)	66.06	INCHES



CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

18

LOCATION	SELECTION
BATTERY BOX	PC BLACK
BUMPER	STANDARD BLACK
CAB	FORT SMITH, BLUE (LABRIE BLUE 819283)
CAB CLEAR COAT	N/A
CAB STRIPES	N/A
CAB WINDSHIELD GUARD	N/A
CHASSIS	STANDARD BLACK
FRONT WHEELS	PC WHITE
FUEL TANK	
REAR WHEELS	PC GRAY



CHANGE AND CANCELLATION POLICY

CITY OF FORT SMITH, HEIL DURAPACK 5000 20YD RL PROPOSAL

CHANGE AND CANCELLATION POLICY

Greater than 16 weeks from Production Date

Changes will be considered in all categories.

Less than 4 weeks from Production Date

Minimal change to no change will be permitted inside of 4 weeks. Escalation of any "must have" change, should be escalated using the escalation process. Any late change in this time frame that is processed will be charged a \$250 fee per change.

Custom Orders

No cancellations of custom chassis and uniquely specified orders will be accepted inside 16 weeks. A deposit of up to 25% may be required with a guaranteed purchase order for custom chassis.

All change and cancellation fees shall be automatically debited, via electronic means, through Automated Clearing House (ACH) transfers from the Customer directly to the Company in United States currency within fifteen (15) days of change or cancellation.

The chart below indicates the time "cut-offs" for change and cancellations.

Lead Time Chart (revised 2/9/2024)

Category	16+ Weeks	16 Weeks	14 Weeks	8 Weeks	4 Weeks	< 4 Weeks
Model	✓	✓	X	X	X	X
Frame	✓	✓	X	X	X	X
Engine Equipment	✓	X	X	X	X	X
BEV Motor Equipment	✓	X	X	X	X	X
Transmission Equipment	✓	✓	✓	X	X	X
Battery Rack	✓	X	X	X	X	X
Steer Axle	✓	X	X	X	X	X
Drive Axle	✓	X	X	X	X	X
Lift Axle	✓	X	X	X	X	X
Tires / Wheels	✓	✓	✓	✓	X	X
Fuel	✓	✓	X	X	X	X
Chassis	✓	✓	X	X	X	X
Cab	✓	✓	✓	X	X	X
Instrumentation	✓	✓	✓	X	X	X
Doors/Mirrors	✓	✓	✓	X	X	X
Cab Seats	✓	✓	✓	X	X	X
Air Piping	✓	✓	X	X	X	X
Electrical	✓	✓	✓	X	X	X
Paint	✓	✓	✓	✓	X	X
Warranty	✓	✓	✓	✓	✓	X
Custom Options	✓	X	X	X	X	X
Shipping Destination	✓	✓	✓	✓	X	X
Cancellations	✓	✓	X	X	X	X

Chart above only applies to options that are currently designed and available in configurator





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: January 29, 2026
SUBJECT: 2026 CIP Budget, Program 6303 Commercial Front Load Truck Purchase Request

SUMMARY

The Solid Waste Services Department has instituted a vehicle and equipment replacement schedule recommended by the 2018 cost of service study. In accordance with this schedule and the Department's 2026 CIP budget, we request to replace one commercial front-load truck, asset 272, a 2019 model with 155,565 miles and a lifetime repair cost of \$182,644.

This asset will be replaced with a 2026 Autocar ACX64 Class 8 truck with a Heil Half/Pack 28-yard body and front load forks. A proposal from River City Hydraulics is attached for the truck chassis and body. Asset 272 will become a spare truck for infrequent use when a front-line vehicle is in maintenance or repair. If left in front-line service it will require major repairs to the body, packer, steering and front suspension.

The total cost of the proposal is \$554,130.46. The purchase will be made through the Sourcewell cooperative purchasing program contract Heil #110223-THC. The purchase will be funded by the Sanitation Equipment Sinking Fund, set aside from service revenues.

Please contact me should you have any questions or require additional information regarding this request.

ATTACHMENTS

1. [2-3-26_Item_ID_2540_Solid_Waste_Services.pdf](#)
2. [2-3-26_Item_ID_2540_Solid_Waste_Services.pdf](#)

FISCAL IMPACT: \$554,130.46
BUDGET INFORMATION: Budgeted / Solid Waste Services - Solid Waste Services Sinking Fund - 11186065

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) COMMERCIAL TRUCK WITH FRONT LOADER FOR THE CITY OF FORT SMITH SOLID WASTE SERVICES COMMERCIAL OPERATIONS DIVISION

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

The quote of River City Hydraulics (RCH), attached, for the purchase of one (1) New Autocar ACX64 Truck with 28yd Heil Half/Pack Commercial Front Loader for the price of \$554,130.46 is hereby accepted and the City Administrator is authorized to complete the authorized purchase.

This Resolution adopted this _____ day of February, 2026.

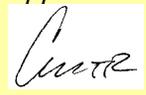
APPROVED:

MAYOR

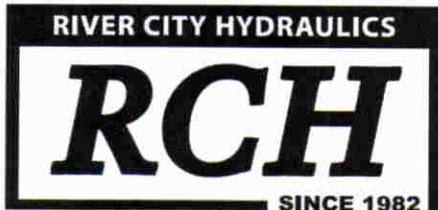
ATTEST:

CITY CLERK

Approved as to form:



NPR



River City Hydraulics, Inc.
 P.O. Box 6033
 Sherwood, AR 72124
 Phone: (501) 835-5230
 Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/14/2026	29862

Name / Address
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

Ship To
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
HEIL HALF/PA...	HALF/PACK COMMERCIAL 28 YARD FRONT LOADER MOUNTED ON NEW AND UNUSED AUTOCAR ACX64 CHASSIS	1	ea	566,062.50	566,062.50
SOURCEWELL...	SOURCEWELL DISCOUNT FULL FACTORY MOUNT SERVICE HOIST KIT SUMP TO BODY FRONT MOUNT VANE PUMP LEFT HAND DUAL AXIS JOYSTICK MULTI-FUNCTION LED STROBE / TURN LAMPS BODY SIDE BACKING ASSIST LIGHTS SINGLE LED WINDSCREEN MOUNTED CONTAINER LIGHT CAB SHIELD MOUNTED LED LIGHT FACING REARWARD TOWARD HOPPER DUAL LED CAB MOUNTED OVAL STROBE LIGHTS WHELEN STROBE LIGHT KIT PRECO BACKUP ALARM BASE 3RD EYE CAMERA SYSTEM W/ 7" MONITOR AND REAR CAMERA 3RD EYE DIGITAL SYSTEM INCLUDING DRIVER AND FORWARD CAMERA LH CAB CAMERA			-11,932.04	-11,932.04

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: _____



River City Hydraulics, Inc.
 P.O. Box 6033
 Sherwood, AR 72124
 Phone: (501) 835-5230
 Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/14/2026	29862

Name / Address
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

Ship To
City of Fort Smith Sanitation Department 5900 Commerce Road Ft. Smith, AR 72916

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			

Item	Description	Qty	U/M	Rate	Total
	RH CAB CAMERA				
	LH ALLEY CAMERA				
	RH ALLEY CAMERA				
	HOPPER CAMERA				
	1/4" AR400 BODY FLOOR				
	STEEL SLIDING TOP DOOR				
	STEEL FRAME UNIVERSAL CAB PROTECTOR				
	ALUMINUM CAB PROTECTOR EXTENSION				
	STEEL CURBSIDE MOUNTED ROOF ACCESS LADDER				
	EXTENDABLE BROOM KIT				
	STREET SIDE MOUNTED SHOVEL BRACKET KIT				
	STEEL 18"x18"x24" TOOL BOX BUMPER MOUNTED				
	RODENT RESISTANT LOOM				
	REAR CAUTION DECAL				
	D-RING FALL PROTECTION				
	BOLT ON FENDER EXTENSION KIT				
	REMOTE FRONT BUMPER FILL				
	75 DGE CNrG SYSTEM				
	City of Fort Smith Sourcewell # 203203 <u>Heil Environmental Sourcewell # 110223-THC</u>				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Subtotal	\$554,130.46
Sales Tax (9.5%)	\$0.00
Total	\$554,130.46

Signature _____ Date _____
 Print _____

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: _____





Chassis Specification

01/23/2026

		Description	Front Weight	Rear Weight
AUTOCAR TRUCKS				
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	
S	5000001	CAB SHELL	SINGLE LEFT HAND DRIVE CAB	
O	100U001	CUSTOMER TYPE	MUNICIPAL	
VEHICLE ADAPTATION				
O	C03500	TERRITORY	EPA	
SOLUTION				
O	C01003	APPLICATION	REFUSE - LANDFILL	
O	C070005	FUEL SYSTEM TYPE	TAILGATE MOUNTED CNG	
O	C04001	BODY COMPANY	HEIL	
O	C02001	BODY TYPE	COMMERCIAL FRONT END LOADER	
O	C06101	BODY STYLE	HEIL HALF PACK	
O	C05040	BODY CAPACITY	40 YARD	
O	C001072	TRUCK TYPE (WRENCH CODE)	FEL, HEIL, COMMERCIAL/RESIDENTIAL, WB 207, NO AUX AXLE, CNG, WITH SERVICE HOIST	
O	D010200	FRONT GAWR	20000 LBS	
O	D020460	REAR GAWR	46000 LBS	
O	D100660	GVWR	66000 LBS	
ENGINE				
O	1012402	ENGINE ASSY	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS	
O	102350	ENGINE HORSEPOWER RATING	350 HORSE POWER	
O	972A200	SPECIAL EMISSION CERTIFICATION LABELS	EPA HHDE CERT NAT GAS (NO LABEL REQUIRED – GVWR OVER 40K)	
O	120001	ENGINE SUPPORTS	STEEL NODAL MOUNT	
O	4460002	FUEL TYPE	COMPRESSED NATURAL GAS	
ENGINE EQUIP				
O	1222000	PTO-ENGINE FRONT	FEPTO ADAPTER (3.75" BCD with 2.75" MALE PILOTED FLANGE YOKE - 7/16-20 BOLTS)	
O	438998	FILTER-FUEL, CHASSIS MOUNTED	NO ADDITIONAL FUEL FILTER PROVIDED	
O	170104	FILTER-FUEL, ENGINE MOUNTED	NATURAL GAS FUEL CLEANER	

O	1760001	ENGINE OIL SAMPLING PROVISION	ENGINE OIL SAMPLING PORT
O	2200002	AIR CLEANER	15" ONE STAGE EPG CLEANER W/SAFETY ELEMENT DONALDSON
O	2300012	MUFFLER SYSTEM	HORZ CATALYST W/ RH VERT OUTLET
O	2310002	EXHAUST SHIELDS	STAINLESS STEEL HORZ MUFF SHIELD-SINGLE
O	239998	DEF DELIVERY SYSTEM	NO DEF TANK PROVIDED
O	P020015	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUTDOWN ENABLED (15 MINUTES)

TRANSMISSION

O	2550003	TORQUE CONVERTER	TORQUE CONVERTER TC 541
O	27A0001	TRANSMISSION RETARDER	ALLISON OUTPUT RETARDER RDS TRANSMISSION
O	2572001	RETARDER CONTROLS - TRANSMISSION	VARIABLE RETARDER ON BRAKE
O	27P0001	TRANSMISSION RETARDER AUDIBLE ALARM	TRANSMISSION RETARDER AUDIBLE ALARM
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6-SPEED
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND

FRONT AXLE

S	3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB
O	331538	REAR DRIVE AXLE RATIO	5.38
O	3502011	REAR SUSPENSION	HENDRICKSON HMX-EX-460 SUSPENSION @ 54" AS
O	3560001	REAR DRIVE AXLE STOPS	REAR BUMPSTOPS REQUIRED

CHASSIS

O	400207	WHEELBASE	207 INCHES
O	402086	FRAME-REAR OVERHANG	86"
O	404002	FRAME REINFORCEMENT INNER	.25" LINER, STANDARD LENGTH

O	4092000	FRAME CROSSMEMBER-CENTER	ALUM W/ 7-PIECE STEEL BOC X-MEMBER ORIENTATION B
O	411012	FRAME CROSSMEMBER-END CLOSING	STEEL CHANNEL MEMBER- IF REQUIRED
O	414002	FRAME CROSSMEMBER-SUSPENSION	ALUMINUM MEMBERS
O	4492000	FUEL FILL OPTIONS	FRONT BUMPER REMOTE FILL CNG PREP
O	4682000	GUARD-OIL PAN	ENGINE OIL PAN GUARD - STEEL
O	892014	BACKUP ALARM	ECCO SMART ALARM SA917
O	430800	FUEL TANK-LEFT	ALTERNATE FUEL ENGINE- NO LH TANK
O	431800	FUEL TANK-RIGHT	ALTERNATE FUEL ENGINE- NO RH TANK
O	436023	FUEL LINES	STAINLESS STEEL FOR CNG OR LNG (FILTER TO ENGINE)
O	8160006	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 8"
O	8090003	BATTERY BOX DRILLING	BATTERY BOX LOCATION - SPEC DRIVEN
O	7090003	AIR TANK DRILLING	AIR TANKS LOCATION SPEC DRIVEN
O	713023	AIR DRYER	BENDIX ADIP W/HEAT
O	7100008	AIR DRYER DRILLING	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN

CAB EXTERIOR

O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS
O	5140001	CAB GUARD FRONT	XPEDITOR CAB GUARD
O	661002	CAB TILT MECHANISM-C.O.E.	HYDRAULIC TILT WITH AIR ASSIST

CAB INTERIOR

O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR
O	5212001	SEAT-PASSENGER	SEARS C2+ SEAT, FIXED
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR
O	5952000	CAMERAS	3RD EYE CAMERA PREP (CAB AND CHASSIS)
O	8750001	ADDITIONAL ELEC. SWITCHES	2 DASH SWITCHES, WIRED TO POWER

CAB CLIMATE CONTROL

O	6000002	CAB TEMP SYSTEM	INTEGRAL AIR CONDITIONING W/ HEATER / DEFROSTER
O	608002	REFRIGERANT TYPE	R134A

O	611003	AIR CONDITIONER COMPRESSOR	STANDARD
O	615004	AIR CONDITIONER PIPING	R134A HOSES WITH CRIMPED FITTINGS

LIGHTING

O	8390002	STOP-TAIL HARNESS	OMIT TAIL LAMPS, BB CONN @ FIRST CROSSMEMBER
O	8410003	LAMPS-TURN SIGNAL - FRONT	LED TURN SIGNALS, FRONT END LOADER PACKAGE

RADIO/MISC

O	59A0001	RADIO MOUNTING LOCATION	RADIO MOUNTED IN LHS HEADLINER
O	962003	FIRE EXTINGUISHER	DRY TYPE ABC 5LB. CAP MTD. IN CAB

REAR TIRES / WHEELS

O	9342020	TIRE MANUFACTURER & TREAD - REAR	GOODYEAR ARMOR MAX MSA
O	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H
O	9140014	WHEELS-DISC REAR	22.5X8.25" STEEL, 6.2" INSET, HAYES

PAINT

O	9550003	CAB PAINT TYPE	CAB FIRST COLOR, METALLIC
A	980QXX	CAB COLOR-FIRST	Approved -- DPBC-819283EW - -- COLOR ATLAS BLUE

ADDITIONAL OPTIONS

O	899A204	TRANSMISSION WARRANTY	ALLISON 5YR. EXT WARRANTY W/ TRANS RETARDER
O	899B540	ENGINE WARRANTY	2026 X12N_GE1_5 Years / 200,000 Miles_PP1_Matrix: 425112
S	899S98	EPA SURCHARGE	NO EPA SURCHARGE

OTHERS

O	4232003	FUEL MANAGEMENT MODULE	FMM PREP KIT SPEC DRIVEN FRAME MTD
---	---------	-------------------------------	------------------------------------

Quote Summary and Firm Order*

01/23/2026

Values are in U.S. Dollar

EQUIPMENT	EACH	TOTAL
ACX64 Class 8 (QUANTITY = 2)	\$228,075.00	\$456,150.00
SINGLE LEFT HAND DRIVE CAB		
ADDITIONAL PURCHASED COVERAGES	\$5,213.00	\$10,426.00
EPA SURCHARGE	\$0.00	\$0.00
LEGACY ENGINE VOLUME PENALTY FEE	\$0.00	\$0.00
ADDITIONAL PRICE ADJUSTMENT	\$0.00	\$0.00
FACTORY CONTRACT MODIFICATION	\$0.00	\$0.00
OUTSIDE CONTRACT FREIGHT	\$0.00	\$0.00
PDI CHARGES	\$750.00	\$1,500.00
ADDITIONAL SURCHARGE	\$0.00	\$0.00
NORTH AMERICAN FREIGHT VIA DESIGNATED SHIPPER	\$1,950.00	\$3,900.00
TEMPORARY FREIGHT CHARGE	\$600.00	\$1,200.00
TOTAL EQUIPMENT PRICE	\$236,588.00	\$473,176.00

CHASSIS ONLY

OTHER CHARGES	EACH	TOTAL
FET AMOUNT TOTAL	\$27,765.00	\$55,530.00
STATE TAX/OTHER FEES	\$0.00	\$0.00
TOTAL QUOTE	\$264,353.00	\$528,706.00



ACKNOWLEDGEMENT OF SPECIFICATIONS AND FIRM ORDER*

Customer has read the specifications set forth in this Quote, agrees they are accurate and hereby places a firm order for trucks with such specifications according to this Quote Summary and Firm Order.* Customer acknowledges that AUTOCAR will custom build the trucks. Accordingly, Customer agrees that once AUTOCAR places a truck in the production schedule, the order placed under this Quote Summary and Firm Order is binding and cannot be cancelled, changed, reduced or suspended by dealer or Customer except with AUTOCAR's written consent. Any provision contained in any Customer acknowledgment, purchase order or Customer terms and conditions that allows for cancellation without Autocar's written consent of the order placed under this Quote Summary and Firm Order is rejected and is not binding on AUTOCAR. This Quote Summary and Firm Order is subject to AUTOCAR's standard Quote Terms and Conditions, which can be found by [clicking here](#).

The undersigned having authority to agree on behalf of Dealer and Customer sign this Quote Summary and Firm Order as of the last date noted below the signatures.

Dealer Signature: _____

Customer Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

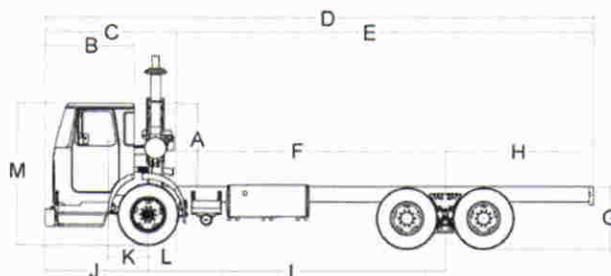
Title: _____

Date: _____

Date: _____

* Quotes are based on the specifications requested and the cost of materials and labor as of the date issued. AUTOCAR reserves the right to alter its prices at any time prior to delivery of the trucks. Prices may be updated to reflect changes to specifications, labor costs, or material costs - including, but not limited to, any new or additional tariffs. Any price changes will be communicated to Customer. Final prices will be reflected on the AUTOCAR vehicle invoice or on a document expressly evidencing AUTOCAR's intent to be bound.

Dimensions

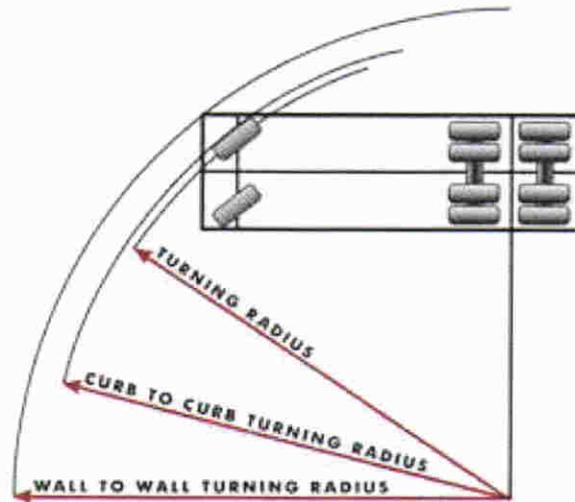


	Dimension(in)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	364.00	OVERALL LENGTH
E	269.00	EFFECTIVE CAB TO END OF FRAME
F	183.00	EFFECTIVE CAB TO REAR AXLE
G	41.30	UNLADEN FRAME HEIGHT
H	86.00	OVERHANG
I	207.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	100.30	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

Turning Radius

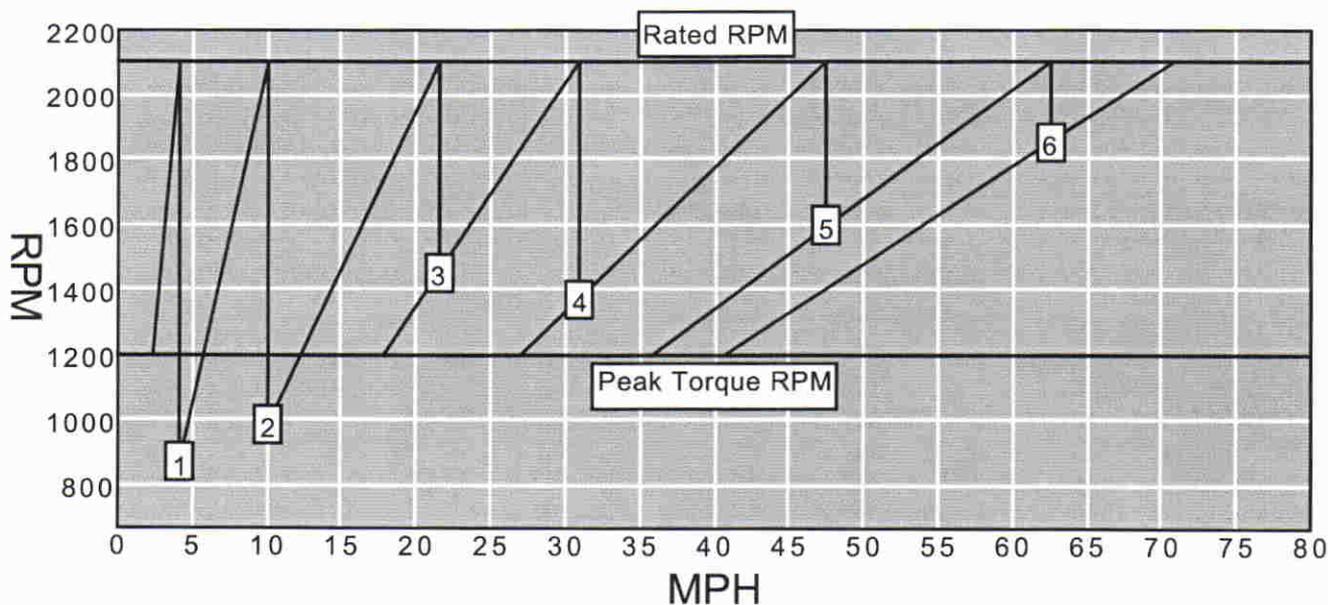


	Dimension(ft)	Description
A	34.87	TURNING RADIUS
B	71.87	CURB TO CURB TURNING DIAMETER
C	78.00	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

Model	
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

Shift Chart

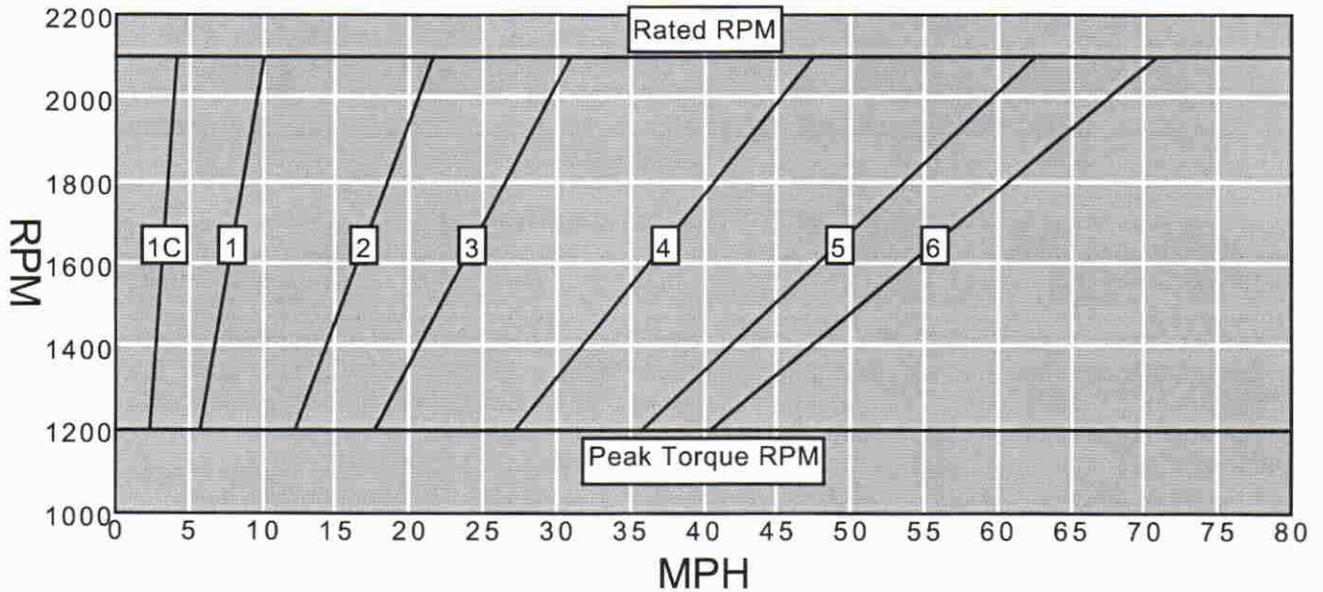


Gear	Trans. Ration	Rear Axle Ration	Overall Reduction	% Split	MPH	RPM After Shift
1C	11.37	5.38	61.2	0.0	4.2	0
1	4.70	5.38	25.3	141.9	10.1	868
2	2.21	5.38	11.9	112.7	21.5	987
3	1.53	5.38	8.2	44.4	31.0	1,453
4	1.00	5.38	5.4	53.0	47.5	1,372
5	0.76	5.38	4.1	31.6	62.5	1,596
6	0.67	5.38	3.6	13.4	70.9	1,851

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Rated Power	350 HP @ 2100 RPM
Peak Torque	1350 LB-FT @ 1200
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	493

Operating Range



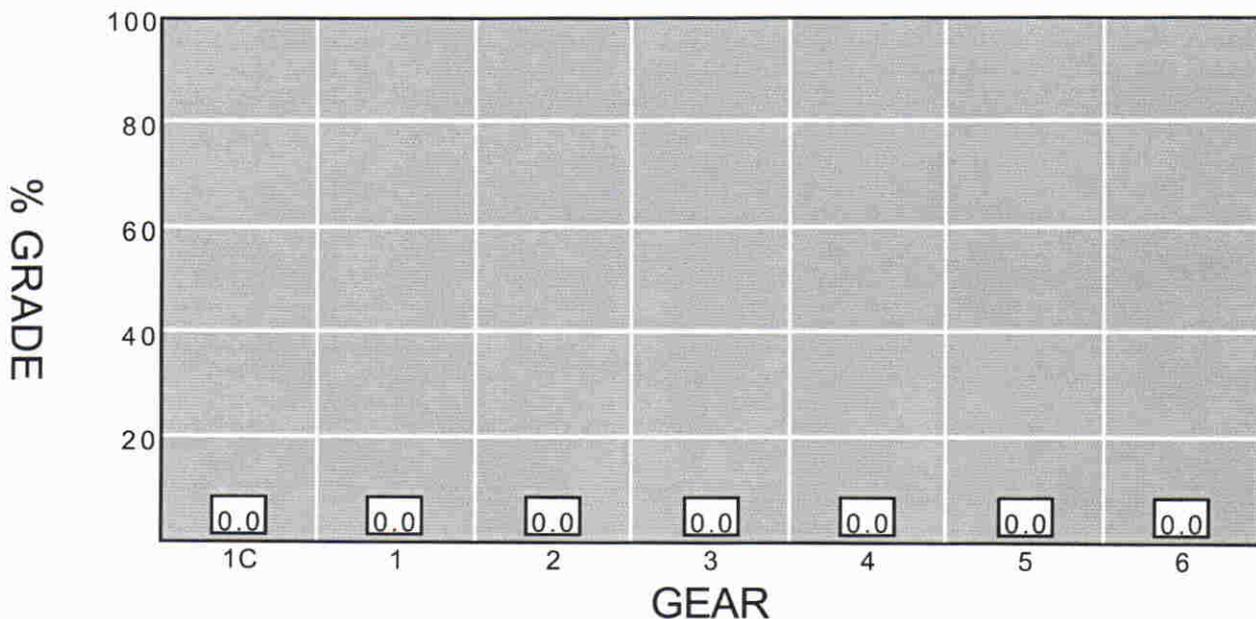
Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
1C	11.37	5.38	2.4	4.2
1	4.70	5.38	5.8	10.1
2	2.21	5.38	12.3	21.5
3	1.53	5.38	17.7	31.0
4	1.00	5.38	27.1	47.5
5	0.76	5.38	35.7	62.5
6	0.67	5.38	40.5	70.9

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Rated Power	350 HP @ 2100 RPM
Peak Torque	1350 LB-FT @ 1200
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	493

Gradeability

01/23/2026



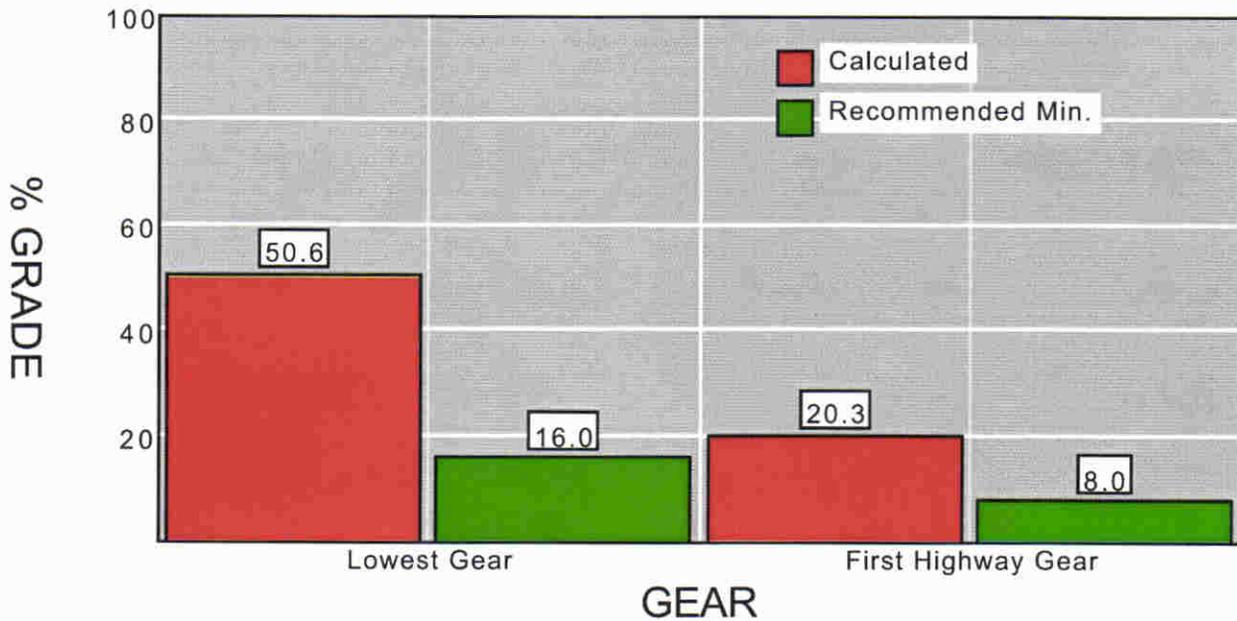
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	11.37	5.38	61.2	1,350.0	279.6	2.4	0.0
1	4.70	5.38	25.3	1,350.0	279.6	5.8	0.0
2	2.21	5.38	11.9	1,350.0	279.6	12.3	0.0
3	1.53	5.38	8.2	1,350.0	279.6	17.7	0.0
4	1.00	5.38	5.4	1,350.0	279.6	27.1	0.0
5	0.76	5.38	4.1	1,350.0	279.6	35.7	0.0
6	0.67	5.38	3.6	1,350.0	279.6	40.5	0.0

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Peak Torque	1350 LB-FT @ 1200
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	493
GVW/GCV	0
Surface	Concrete

Startability

01/23/2026



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	50.6
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
			0.0
First Highway Gear	All Applications	8.0	20.3

"SPECIFICATION SUMMARY"

Model	ACX64 Class 8
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Clutch Torque	700 LB-FT 700 RPM
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Radius	19.7
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

Top Speed

Speed At Maximum RPM



RPM At 60MPH



	MPH	RPM
Top Speed	70.9	2,100
Cruise Speed	60.0	1,777
Minimum Of Engine Range	23.6	700
Maximum Of Engine Range	70.9	2,100
Minimum Of Economy Range	23.6	700
Maximum Of Economy Range	70.9	2,100

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	493

GAWR, GVWR & Tire Pressure

01/23/2026

GVW Rating – 66,000#			
Front GAWR	20,000#	Rear GAWR	46,000#
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels & Hubs	20,000#	Rear Wheels & Hubs	52,000#
Front Tire Size & Tread	20,000#	Rear Tire Size & Tread	48,000#
Front Brakes	20,000#	Rear Brakes	52,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	130.0	Rear PSI	105.0



MEMORANDUM

TO: Members of the Board of Directors
CC: Jeff Dingman, Acting City Administrator
FROM: Darrell Clark, Fire Chief
DATE: January 23, 2026
SUBJECT: Fire Department Staff Vehicles Purchase Request from 4802 Cap Outlay - Vehicles

SUMMARY

I have finalized the details to purchase five (5) new staff vehicles for the fire department from budgeted capital outlay – vehicles funds. The \$240,000 requested for the 2026 budget is to replace four (4) vehicles. With the elimination of the Battalion Chief of Operations that resulted from staff reductions this year, I gained one staff vehicle.

Superior Auto Group has 2026 Chevrolet Tahoes and Silverado pickups at state contract bid prices. This purchase would give us three (3) 2026 4x4 Tahoe SSV with complete upfitting, and two (2) 2026 Silverado Crew Cab 4x4 SSV with complete upfitting. Superior has their own upfitting facility and have a Sourcewell Cooperative Purchasing Contract via Whelen Engineering Company. Adding the upfitting to the purchase of each vehicle saves us approximately \$4,200.

In addition to adding these five (5) vehicles to our department, Superior has offered a fair trade-in value for our two (2) 2023 Ford Lightning pickups. The range of these electric pickups have proven to be a problem. We often travel out of town for training and meetings. When traveling at interstate or highway speeds, we have been getting less than half of the “estimated range”. This problem will only get worse as the capacity of the batteries reduces due to age.

The details of this purchase are as follows:

Chief 1 Tahoe with upfitting - \$63,420.61
 Chief 3 Tahoe with upfitting - \$63,420.61
 Battalion 1 Tahoe with upfitting - \$64,281.89
 Chief 2 Silverado with upfitting (minus trade-in of \$27,000) - \$25,295.69
 Training 1 Silverado with upfitting (minus trade-in of \$27,000) - \$24,481.26
Total Purchase - \$240,900.06

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF FIVE (5) STAFF VEHICLES FOR THE FORT SMITH FIRE DEPARTMENT

WHEREAS, the Fire Department has \$240,000 in the 2026 Capital Outlay – Vehicles.

WHEREAS, the Fire Department has budgeted for vehicle upfitting in Small Equipment.

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

The purchase of three (3) 2026 Chevy Tahoe 4x4 SSV with upfitting and two (2) Chevy Silverado Crew Cab 4x4 SSV with upfitting from Superior Auto Group is hereby approved. The purchase includes a trade-in credit of \$54,000 for two (2) 2022 Ford Lightning pickups that are current FSFD assets. The total purchase amount of \$240,900.06 is accepted, and the purchase of the vehicles is hereby authorized from the following funds:

GENERAL FUND:

FIRE DEPARTMENT

48020101-531100 Cap Outlay-Vehicles \$240,000
48010101-527500 Small Equipment \$901

PASSED AND APPROVED THIS _____ DAY OF FEBRUARY, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



NPR

ITEM 67	VEHICLE OPTIONS		Dealer Name:	
TYPE PSS			#REF!	
Chevrolet Tahoe SSV, 4WD (NO SUBSTITUTES)				
Back to Table of Contents				
Engine	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Engine Block Heater	HB	Engine Block Heater	K05	\$100.00
Transmission				
Skid Plate	KO	Skid Plate		STD
Limited Slip Differential	LS	Limited Slip Differential		STD
Electrical				
Lights	DL	Add Daytime Running Lights		STD
Additional Spotlight	OO	Spotlight: Additional Front Passenger Side		\$800.00
Delete Spot Lamp (Credit)	MO	Deduction For Delete Spot Lamp		-\$800.00
Doors & Windows				
Tinted Windows	TG	Add Deep Tinted Glass		STD
Switches: Rear Window Inoperative. Rear Door, Interior, Door Locks and Handles Inoperative.	WD	Switches: Rear Window Inoperative (only operate from driver's position). Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside).		\$475.00
Interior				
Cloth Seats	CS	Cloth Seats		N/C
Rear Air Conditioning	RA	Factory Installed Rear Auxiliary Air Conditioning		STD
Rear Backup Camera	RC	Rear Backup Camera		STD
Exterior				
Full Size Spare	WL	Spare Mounted On Matching Wheel		STD
Exterior Paint	FR	Fire Engine Red Paint Package	5T4 TGK 01	\$950.00
Police Pursuit				
Police Pursuit Package	9C1	9C1 PPV package	SEE ITEM 66 FOR PPV TAHOE	SEE ITEM 66
			VEHICLE BID PRICE	\$54,801.00
			OPTIONS	
			Deduction For Delete Spot Lamp	-\$800.00
			6J3 grill/lamp/speaker	\$92.00
			6J4 horn/siren circuit	\$55.00
			TOTAL PRICE	\$54,148.00

Vehicle Specifications & Pricing

ITEM 68

TYPE PST 10133432
Chevrolet Silverado 1500
Special Service Vehicle,
Crew Cab, 4WD
(NO SUBSTITUTES)

Dealer Name:	SMART CHEVY
Vehicle Make/Model	Chevrolet Silverado 1500
Model Code:	CK10543 5W4 SSV PACKAGE
City MPG Estimate	15
Highway MPG Estimate	19

[Back to Table of Contents](#)

VEHICLE BID PRICE

\$43,635.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification (Fill-in Unshaded Blanks Only)
Chevrolet Silverado 1500, Crew Cab; 4x4	All Standard Manufacturer Equipment	
Special Service Vehicle	All Standard Manufacturer Equipment	
Gross Vehicle Weight Rating	7000 lbs.	
Bed (Short Box)	Short Wide Bed	
Engine		
Engine	List size	5.3 V8 355HP
Fuel Type	Gasoline	
Transmission/Drive		
Automatic Transmission	Automatic - List Type, Speeds etc.	10 SPEED AUTO
Tires & Wheels		
Spare	Full Size Spare	INCLUDED
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	3YR/36,000 miles
Drivetrain Warranty	5 years or 100,000 miles, whichever comes first	5YR /100,000 miles

ITEM 68	VEHICLE OPTIONS		Dealer Name:	
TYPE PST Chevrolet Silverado SSV, 4WD (NO SUBSTITUTES) Back to Table of Contents			SMART CHEVY	
Body and Chassis	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Bed	QH	Long Wide Bed	CK10743 157 WB = 6.5 BED	\$525.00
Engine				
Flex Fuel	FFV	Add Flex Fuel	FHS	\$135.00
Engine Block Heater	HB	Add Block Heater	K05	\$138.00
Transmission/Drivetrain				
Skid Plate	KO	Add Skid Plate	NZZ	\$185.00
Limited Slip Differential	LS	Limited Slip Differential		Std
Electrical				
Daytime Running Lights	DL	Add Daytime Running Lights		Std
Spot Lamp: Front, Left	SL	Spot Lamp: Front, Left	7X7	\$1,180.00
Spot Lamps: Front, Left And Right	ON	Spot Lamps: Front, Left And Right	7X2	\$2,080.00
Alternator	HA	Heavy Duty Alternator - List Amps	220 AMP STANDARD	Std
Doors & Windows				
Deep Tinted Windows	TG	Add Deep Tinted Glass	(REAR IS STANDARD.) FT & DRIVER PASSENGER SIDE	\$225.00
Interior				
Radio Upgrade	RU	Premium Audio System		Std
Rubber/Vinyl Flooring Rear Only	VF	Rubber/Vinyl Flooring Rear Only		Std
Carpeted Floor, Front and Rear	CF	Carpeted Floor, Front and Rear	B30	\$125.00
Cloth Seats, Front and Rear	CS	Cloth Seats, Front and Rear	H1T	\$125.00
Delete Center Section of Front Seat for Aftermarket Console. Add Transfer Case Electronic with Rotary Dial Control	DC	Delete Center Section of Front Seat for Aftermarket Console. Add Transfer Case Electronic with Rotary Dial Control	5Y1 PLUS NQH	\$540.00
Vinyl Seat Rear Only	VS	Vinyl Seat Rear Only		Std
Front Seat Center Floor Space	FS	15" Front Seat Center Open Floor Space	5Y1	\$32.00
Backup Camera	BR	Backup Camera		Std
Tires and Wheels				
All Terrain Tires	AT	All Terrain Tires	Tires, 265/70R17 all-terrain, blackwall	\$245.00
Spare	WL	Mounted Full Size Spare		Std
Towing				
Towing	XO	Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Cooler		Std
Electric Brake Controller	BC	Add Electric Brake Controller	JL1 Trailer brake controller, integrated	\$0.00
Trailer Mirrors	TM	Manual Telescoping Trailer Mirrors	DPO	\$510.00
Towing Differential	BO	Differential for Extra Towing Capability		Std

**VEHICLE BID
PRICE \$43,635.00**



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

FORT SMITH FIRE DEPARTMENT

Prepared For: Darrell Clark

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

Pricing is for a [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck SSV with Standard Equipment and the selected Options listed on the Window Sticker AND SILVERADO WITH CONSOLE UPFIT (+\$8,226.29) AND TRADE VALUE FOR 2022 FORD F-150 LIGHTNING (-\$27,000.00) to reflect a sale price of \$25,295.69.

SEE ATTACHMENT FOR UPFIT SPECIFICATIONS

**Ordered units typically take 90-120 days to arrive dependent upon production schedule and holidays.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$46,000.00
Dest Charge	\$2,795.00
Total Options	\$3,805.00
Subtotal	\$52,600.00
SUPERIOR LIGHTING UPFIT WITH CONSOLE	\$8,226.29
Subtotal Pre-Tax Adjustments	\$8,226.29
Less Customer Discount	(\$8,530.60)
Subtotal Discount	(\$8,530.60)
Trade-In	\$0.00
2022 FORD F-150 LIGHTNING	(\$27,000.00)
Subtotal Trade-In	(\$27,000.00)
Taxable Price	\$25,295.69
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$25,295.69

Comments:

Pricing is for a [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck SSV with Standard Equipment and the selected Options listed on the Window Sticker AND SILVERADO WITH CONSOLE UPFIT (+\$8,226.29) AND TRADE VALUE FOR 2022 FORD F-150 LIGHTNING (-\$27,000.00) to reflect a sale price of \$25,295.69.

SEE ATTACHMENT FOR UPFIT SPECIFICATIONS

**Ordered units typically take 90-120 days to arrive dependent upon production schedule and holidays.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

MSRP:\$46,000.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	\$46,000.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
5J1	Calibration, keyless remote panic button exterior lights/horn disable	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting	Inc.
5J9	Calibration, Taillamp Flasher, Red/White	Inc.
5LO	Calibration, Taillamp Flasher, Red/Red	Inc.
5W4	Special Service Package	\$675.00
6J7	Flasher System	Inc.
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	Inc.
H2G	Jet Black, Vinyl seat trim	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

IOR	Audio system, Chevrolet Infotainment 3 system		\$0.00
K47	Air filter, heavy-duty	Inc.	
KC4	Cooling, external engine oil cooler	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, interior power outlet, 120-volt	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$1,595.00
MI2	Transmission, 10-speed automatic, electronically controlled	Inc.	
PCV	WT Convenience Package		\$565.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift		\$150.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel		\$0.00
UBI	USB ports, rear, dual, charge-only	Inc.	
VK3	License plate kit, front		\$0.00
Z82	Trailer Package		\$425.00

SUBTOTAL		\$49,805.00
Adjustments Total		\$0.00
Destination Charge		\$2,795.00
TOTAL PRICE		\$52,600.00

FUEL ECONOMY

Est City:15 (2025) MPG

Est Highway:19 (2025) MPG

Est Highway Cruising Range:456.00 mi

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

FORT SMITH FIRE DEPARTMENT

Prepared For: Darrell Clark

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

Pricing is for a [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck SSV with Standard Equipment and the selected Options listed on the Window Sticker AND SILVERADO WITH HANDHELD CONTROLLER UPFIT (+\$7,411.86) AND TRADE VALUE FOR 2022 FORD F-150 LIGHTNING (-\$27,000.00) to reflect a sale price of \$24,481.26.

SEE ATTACHMENT FOR UPFIT SPECIFICATIONS

**Ordered units typically take 90-120 days to arrive dependent upon production schedule and holidays.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	\$46,000.00
Dest Charge	\$2,795.00
Total Options	\$3,805.00
Subtotal	\$52,600.00
SUPERIOR LIGHTING UPFIT WITH HANDHELD	\$7,411.86
Subtotal Pre-Tax Adjustments	\$7,411.86
Less Customer Discount	(\$8,530.60)
Subtotal Discount	(\$8,530.60)
Trade-In	\$0.00
2022 FORD F-150 LIGHTNING	(\$27,000.00)
Subtotal Trade-In	(\$27,000.00)
Taxable Price	\$24,481.26
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$24,481.26

Comments:

Pricing is for a [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck SSV with Standard Equipment and the selected Options listed on the Window Sticker AND SILVERADO WITH HANDHELD CONTROLLER UPFIT (+\$7,411.86) AND TRADE VALUE FOR 2022 FORD F-150 LIGHTNING (-\$27,000.00) to reflect a sale price of \$24,481.26.

SEE ATTACHMENT FOR UPFIT SPECIFICATIONS

**Ordered units typically take 90-120 days to arrive dependent upon production schedule and holidays.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck MSRP:\$46,000.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	\$46,000.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
5J1	Calibration, keyless remote panic button exterior lights/horn disable	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting	Inc.
5J9	Calibration, Taillamp Flasher, Red/White	Inc.
5LO	Calibration, Taillamp Flasher, Red/Red	Inc.
5W4	Special Service Package	\$675.00
6J7	Flasher System	Inc.
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	Inc.
H2G	Jet Black, Vinyl seat trim	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

IOR	Audio system, Chevrolet Infotainment 3 system		\$0.00
K47	Air filter, heavy-duty	Inc.	
KC4	Cooling, external engine oil cooler	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, interior power outlet, 120-volt	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$1,595.00
MI2	Transmission, 10-speed automatic, electronically controlled	Inc.	
PCV	WT Convenience Package		\$565.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift		\$150.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel		\$0.00
UBI	USB ports, rear, dual, charge-only	Inc.	
VK3	License plate kit, front		\$0.00
Z82	Trailer Package		\$425.00

SUBTOTAL		\$49,805.00
Adjustments Total		\$0.00
Destination Charge		\$2,795.00
TOTAL PRICE		\$52,600.00

FUEL ECONOMY

Est City:15 (2025) MPG

Est Highway:19 (2025) MPG

Est Highway Cruising Range:456.00 mi

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

FORT SMITH FIRE DEPARTMENT

Prepared For: Darrell Clark

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial

Pricing is for a [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial SSV with Standard Equipment and the selected Options listed on the Window Sticker AND TAHOE SSV SLICKTOP WITH CONSOLE UPFIT (+\$10,083.89) to reflect a sale price of \$64,281.89.

SEE ATTACHMENT FOR UPFIT SPECIFICATIONS

**Ordered units typically take 90-120 days to arrive dependent upon production schedule and holidays.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote Worksheet

	MSRP
Base Price	\$57,600.00
Dest Charge	\$2,795.00
Total Options	\$217.00
Subtotal	\$60,612.00
SUPERIOR SSV SLICKTOP W/ CONSOLE UPFIT	\$10,083.89
Subtotal Pre-Tax Adjustments	\$10,083.89
Less Customer Discount	(\$6,414.00)
Subtotal Discount	(\$6,414.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$64,281.89
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$64,281.89

Comments:

Pricing is for a [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial SSV with Standard Equipment and the selected Options listed on the Window Sticker AND TAHOE SSV SLICKTOP WITH CONSOLE UPFIT (+\$10,083.89) to reflect a sale price of \$64,281.89.

SEE ATTACHMENT FOR UPFIT SPECIFICATIONS

**Ordered units typically take 90-120 days to arrive dependent upon production schedule and holidays.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial MSRP:\$57,600.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK10706	[Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	\$57,600.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
5T5	Seats, front cloth and second row vinyl	Inc.
5W4	Identifier for Special Service vehicle	\$0.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$75.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
AMF	Remote Keyless Entry Package	Inc.
ATD	Seat delete, third row passenger	Inc.
AX2	Key, unique	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BCV	Lock control, driver side auto door lock disable	Inc.
BTV	Remote start	Inc.
C6G	GVWR, 7600 lbs. (3447 kg)	\$0.00
CTB	Intersection Automatic Emergency Braking	Inc.
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
K34	Cruise control, electronic with set and resume speed	Inc.	
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PQA	1FL Safety Package	Inc.	
QDF	Tires, 265/65R18SL all-season, blackwall		\$0.00
RC1	Skid plate, front	Inc.	
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum		\$0.00
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
TQ5	IntelliBeam, automatic high beam on/off	Inc.	
UD7	Rear Parking Assist	Inc.	
UEU	Forward Collision Alert	Inc.	
UFB	Rear Cross Traffic Braking	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKI	Blind Zone Steering Assist	Inc.	
UKM	Lane Keep Assist	Inc.	
UKT	Front Pedestrian and Bicyclist Braking	Inc.	
UOW	Side Bicyclist Alert	Inc.	
URW	Audio system, 17.7" diagonal advanced color LCD display		\$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
UUA	Display, automatic occupant sensing	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black		\$50.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		\$0.00
VQ2	Fleet Processing Option		\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
ZW7	Suspension, Premium Smooth Ride		\$0.00
—	Capless Fuel Fill	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Instrumentation, analog	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.	
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.	
—	Seat belts, 3-point, all seating positions	Inc.	
—	Active Hill Hold Assist	Inc.	
—	Protected idle	Inc.	

SUBTOTAL	\$57,817.00
Adjustments Total	\$0.00
Destination Charge	\$2,795.00
TOTAL PRICE	\$60,612.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

FORT SMITH FIRE DEPARTMENT

Prepared For: Darrell Clark

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial

Pricing is for a [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial SSV with Standard Equipment and the selected Options listed on the Window Sticker AND SSV UPFIT WITH HANDHELD CONTROLLER (+\$9,222.61) to reflect a sale price of \$63,420.61.

SEE ATTACHMENT FOR UPFIT SPECIFICATIONS

**Ordered units typically take 90-120 days to arrive dependent upon production schedule and holidays.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote Worksheet

	MSRP
Base Price	\$57,600.00
Dest Charge	\$2,795.00
Total Options	\$217.00
Subtotal	\$60,612.00
SUPERIOR SSV SLICKTOP W/ HANDHELD	\$9,222.61
Subtotal Pre-Tax Adjustments	\$9,222.61
Less Customer Discount	(\$6,414.00)
Subtotal Discount	(\$6,414.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$63,420.61
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$63,420.61

Comments:

Pricing is for a [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial SSV with Standard Equipment and the selected Options listed on the Window Sticker AND SSV UPFIT WITH HANDHELD CONTROLLER (+\$9,222.61) to reflect a sale price of \$63,420.61.

SEE ATTACHMENT FOR UPFIT SPECIFICATIONS

**Ordered units typically take 90-120 days to arrive dependent upon production schedule and holidays.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial

MSRP:\$57,600.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK10706	[Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	\$57,600.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
5T5	Seats, front cloth and second row vinyl	Inc.
5W4	Identifier for Special Service vehicle	\$0.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$75.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
AMF	Remote Keyless Entry Package	Inc.
ATD	Seat delete, third row passenger	Inc.
AX2	Key, unique	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BCV	Lock control, driver side auto door lock disable	Inc.
BTV	Remote start	Inc.
C6G	GVWR, 7600 lbs. (3447 kg)	\$0.00
CTB	Intersection Automatic Emergency Braking	Inc.
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
K34	Cruise control, electronic with set and resume speed	Inc.	
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PQA	1FL Safety Package	Inc.	
QDF	Tires, 265/65R18SL all-season, blackwall		\$0.00
RC1	Skid plate, front	Inc.	
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum		\$0.00
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
TQ5	IntelliBeam, automatic high beam on/off	Inc.	
UD7	Rear Parking Assist	Inc.	
UEU	Forward Collision Alert	Inc.	
UFB	Rear Cross Traffic Braking	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKI	Blind Zone Steering Assist	Inc.	
UKM	Lane Keep Assist	Inc.	
UKT	Front Pedestrian and Bicyclist Braking	Inc.	
UOW	Side Bicyclist Alert	Inc.	
URW	Audio system, 17.7" diagonal advanced color LCD display		\$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
UUA	Display, automatic occupant sensing	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black		\$50.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		\$0.00
VQ2	Fleet Processing Option		\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
ZW7	Suspension, Premium Smooth Ride		\$0.00
—	Capless Fuel Fill	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Instrumentation, analog	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.	
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.	
—	Seat belts, 3-point, all seating positions	Inc.	
—	Active Hill Hold Assist	Inc.	
—	Protected idle	Inc.	

SUBTOTAL	\$57,817.00
Adjustments Total	\$0.00
Destination Charge	\$2,795.00
TOTAL PRICE	\$60,612.00

FUEL ECONOMY

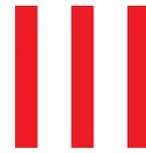
Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27510. Data Updated: Jan 15, 2026 6:47:00 PM PST.



Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 20468
Price: \$93,000

2026 Chevrolet Tahoe SSV AWD Command Unit

○ 2026 Chevrolet Tahoe SSV AWD
Command Unit

○ Tahoe SSV AWD Chevrolet Chassis

○ 2026 Chevy Tahoe 4WD Special Service
Command Vehicles

IN STOCK – JANUARY 2026 (RED or
WHITE)

40 Day Build – 10% Deposit Required –
Balance Due Upon Pick Up

\$93,000 Complete

○ 5.3L Ecotec3 V8 HP Gas Engine

○ Automatic Transmission

○ Additional equipment not included with
purchase unless otherwise listed. Mileage
readings may not be real-time and should
be confirmed.



Factory Warranty

3-Year / 36,000-Mile Bumper-to-Bumper
Warranty

5-Year / 60,000-Mile Powertrain Warranty

1-Year Warranty on Complete Lighting &
Upfit

Phone support for any
lighting/programming questions (Red Truck
Sales direct)

Skid Plate Package

Positraction Limited Slip

Precision Shift

Towing Package

LED Headlamps

HD Rear Vision Camera

Front & Rear Park Assist

Remote Start

5 Keys w/ Remotes

Power Windows / Locks

Power Steering / Brakes

Power Driver & Passenger Seats

Power Heated Mirrors

Electronic Traction Control

Window Guards

AVS Vent Shades (Front & Rear)

HAVIS Console

12.5" Custom Radio Console

1-Piece Equipment Mounting Bracket

Side-Mounted Armrest

Internal Cup Holder

4.5" Accessory Holder

3" Accessory Pocket (2.5" deep)

Accessory Bracket Kit w/:

(2) Lighter Plugs • USB-C • USB-A • (2)

Blanks

Pre-Wired For Radios

JOTTO Magnetic Mic System

(2) Radio Mics – Front Console

(2) Radio Mics – Rear Remote Head

(1) PA Mic

Push Bar – Command Cabinet – Antennas

WESTIN

Elite Push Bar

23.5" Light Channel

FED SIG Micropulse Light Channel LEDs

FIRST-IN Command Cabinet:

Ratcheting Command Board

File Drawer

Radio / Equipment Storage

Antennas:

(4) Maxrad ¾" NMO Mounts

(2) Routed to Console

(2) Routed to Command Cabinet



Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com

December 12, 2022

Dear Whelen Master Distributor:

Thank you for your interest in receiving a copy of the Sourcewell Cooperative Purchasing Contract (amended from time to time as "Contract" or "Agreement"), #090122-VHL. This agreement allows Whelen Engineering Company, Inc. ("Whelen") to include a list of authorized distributors who may participate in this Contract on behalf of Whelen. We have attached a copy of the Contract and related documents for your review. Purchasing requirements vary by state, and some agencies may require a Participating Addendum (PA).

To participate as an authorized Whelen distributor, you must signify your agreement to all of the terms and conditions as set forth in the Contract, and to satisfy the minimum requirements listed below at all times during the term of the Contract, in order to meet the needs of the end users. Although the entire Contract is very important for you to understand, please pay special attention to the requirements of reporting sales to Whelen. Whelen may terminate you as an authorized participating distributor if you fail to comply with the terms and conditions contained in the Contract and this letter agreement at any time.

- **Pricing:** PL22.2VL and PL22.2PAVL at a discount of 41% off list or MSRP. FOB: Destination with a minimum order for the continuous US of \$50, and \$1,000 for Alaska and Hawaii.
- **Term:** Expires 11/7/2026, with a 1-year extension.
- **Installation:** Your base rate with a \$115 per hour cap which needs to be listed as "Install" on the quarterly report. Miscellaneous supply charge of up-to \$165 per vehicle cap which needs to be listed as "Misc" on the quarterly report.
- **Credit:** Distributor must be in good standing and have and maintain open account credit terms with Whelen. A credit line must be available in excess of \$30,000.00. Average day-to-pay rating must be within credit terms.
- **Inventory:** Distributor must maintain an average of \$25,000.00 at net cost of current Whelen automotive products on hand in finished goods inventory.
- **Customer Visit:** Distributor must make regular sales calls to end users within the states of the distributor's PAR, as outlined in your Distributor Agreement.
- **Warranty:** Distributor is willing and able to, and shall, perform all *Whelen* Warranty repair work at their Facility, or in the field, based on the guidelines in *Whelen's* Warranty Statement, per the terms of the Contract.
- **Sales Representatives/Support Staff:** Distributor must maintain at least one full-time field sales representative that makes regular sales calls. In addition, Distributor must maintain



sufficient staff to handle the inside sales and contractual paperwork issues specified in the Contract. Distributor shall notify Whelen in writing of, and promptly update as necessary, the name, email and telephone number of both a Company sales contact person and a Company contract administrator.

- **Contract terms:** Distributor shall agree to abide by the prices and terms bid by *Whelen* and all terms and conditions in the Contract, this letter, and any Participating Addendums (as required by individual states).
- **Special attention to reporting:** Reports are required to be sent by Distributor to Whelen at email address sourcewellreport@whelen.com within fifteen (15) days of the close of each calendar quarter. (The attached form must be used.)

Calendar Quarters

- January 1st through March 31st
- April 1st through June 30th
- July 1st through September 30th
- October 1st through December 31st

- **Administration Fee:** The Sourcewell 1% Administration Fee is payable by Distributor to Whelen. Whelen will invoice the Distributor. If the state requires a PA, the distributor must agree to the T/C and pay any applicable administrative fee.

CONTRACT DOCUMENTS ARE ATTACHED FOR YOUR REVIEW

Please complete, execute, and date this agreement on the next page and return to cszymanski@whelen.com as soon as possible (but no later than **Monday December 19, 2022**) or we will assume you do not wish to participate.

Thank you!
Craig Szymanski, Director of Sales Administration



SOURCEWELL AGREEMENT, CONTRACT # 090122-WHL
All fields are required to be completed

Company Name: Superior Chevrolet

Company Address: 490 E. Highway 412
Siloam Springs State: AR Zip Code: 72761

Current Inventory of Whelen Product: \$528,422.59

Company Salesperson that makes regular sales calls within your PAR
(Name):

Jeremy Mcallister

Phone Number(s): Area Code: 479 - 616 - 4348

Email Address(es): jmcallister@drivesuperior.com

Company Contract Administrator: Jeff Reid

Phone Number(s): Area Code: 870 - 260 - 5071

Email Address(es): jreid@drivesuperior.com

We wish to provide all Sourcewell Members within our PAR, with the exception of the following states: (if nothing is noted below, we will assume you wish to participate in all of the states within your PAR)

We wish to be included on the installation portion of this contract too: (if neither is checked, we will assume you do not wish to perform installations)

Yes No

ALL INFORMATION PROVIDED IS SUBJECT TO VERIFICATION

We have read and understand the above-referenced Contract, and the letter dated Tuesday December 6, 2022, from Whelen Engineering Company, Inc., and are able to, and hereby agree to, comply with all of the terms and conditions.

Signature:  * Date: 3/13/2023

*Must be an officer of the Company authorized to bind the Company.

Printed Name: Jeff Reid Title: Fixed Operations Director

Return this Page by via email to: cszymanski@whelen.com