

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 April 7, 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 MARCH 17, 2026 REGULAR MEETING AND MARCH 31, 2026 SPECIAL MEETING

ITEMS OF BUSINESS

1. Ordinance amending Ordinance No. 10-96 as previously amended granting a non-exclusive franchise to Non-Ambulatory Transportation Service, Inc. (*City Clerk*)
2. Ordinance amending Ordinance No. 3345, as amended, amending the membership of the Central Business Improvement District Commission to seven persons; and repealing Ordinance No. 44-13 (*City Administrator*)
3. Ordinance establishing pay rates and related procedures for City employees (*Human Resources*)

4. Resolution approving and authorizing execution of a public services agreement with 64.6 Downtown d/b/a Main Street Fort Smith for administering the Levitt AMP Music Series Grant for 2026 (\$20,000.00 / Budgeted / Administration - General Fund Non-Departmental) ~ Good/Rego placed on agenda at the March 17, 2026 regular meeting ~ (City Administrator) ♦
5. Ordinance amending the 2026 Operating Budget and authorizing the appropriation of unobligated General Funds to implement ADA Digital Compliance Programs (Finance/Communications)
6. Resolution authorizing acquisition of property in connection with the 2016 SSA Remedial Measures, Sub-Basin P005, Project No. 17-09-C1 (\$4,000.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) ~ Staff withdrew from agenda at the March 17, 2026 regular meeting ~ (Engineering) ♦ ●
7. Resolution authorizing partial payment to Krapff-Reynolds Construction Company for the construction of the 2017 SSA Remedial Measures, Sub-Basin MC07, Project No. 19-15-C1 (\$844,804.74 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering) ♦ ●
8. Resolution authorizing fee acquisition of property in connection with the Basin 10 and 14 Capacity Improvements, Phase 2, Project No. 24-11 (\$203,000.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering) ♦ ●
9. Resolution authorizing the Mayor to execute Amendment No. 1 with Halff Associates, Inc. to provide professional engineering services for the ACME Brick Stormwater Mitigation Ponds, Project No. 25-06-A (\$464,860.00 / Budgeted / Engineering - 1105 Sales Tax Program & 2025 Sales & Use Tax Bonds for Consent Decree sewer portion) (Engineering) ♦ ●
10. Consent Agenda
 - 10A. Resolution approving and authorizing the Mayor to execute Change Order No. 1 with Western Millwright Commercial Services, Inc. for the Alleyway Rehabilitation Project (\$ 24,850.00 / Budgeted / Citizen Services - Climate Pollution Reduction Grant (CPRG)) (Citizen Services)
 - 10B. Resolution approving and authorizing the Mayor to execute the first amendment to the agreement with Entegrity Energy Partners, LLC for the Farmer's Market Solar Canopy Project (\$48,558.00 / Budgeted / Citizen Services - General Fund, CBID, Main Street Fort Smith, Private Donations) (Citizen Services)
 - 10C. Resolution to accept the bid and authorize a contract for the 2024 Street Overlays/Reconstruction, Phase A, Project No. 24-03-A (\$2,865,200.96 / Budgeted / Engineering - Sales Tax Program) (Engineering) ♦
 - 10D. Resolution authorizing the Mayor to execute an agreement with Burns & McDonnell Engineering Company, Inc. to provide professional engineering services for the 2026 project management and support services, Project No. 26-90-B (\$425,000.00 / Budgeted / Engineering - 1105 Sales Tax Program) (Engineering)

- 10E. Resolution authorizing partial payment to Forsgren, Incorporated for the construction of the Highway 45 Utility Relocation, Project No.19-12-C1 (\$764,635.00 / Budgeted / Engineering-Utilities - 2018 Revenue Bonds) (Engineering) ♦
- 10F. Resolution authorizing the City Administrator to accept a fee acquisition and temporary construction easement offer from Arkansas Department of Transportation (ARDOT) for Highway 271-Highway 64 (Towson Avenue) - Fort Smith Job No. 040723 (Engineering)
- 10G. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Crawford Construction Company for the I-540 Water Line Crossing (Euper Lane), Project No. 23-22 (\$1,125,245.00 / Budgeted / Engineering-Utilities - 2018 Revenue Bonds) (Engineering) ♦
- 10H. Resolution accepting bid for and authorizing the purchase and installation of cybersecurity equipment for the Creekmore Park Pool Bathhouse and Diving Well Enclosure (\$98,402.76 / Budgeted / Parks and Recreation - 1/8% Sales and Use Tax) (Parks & Recreation) ♦
- 10I. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with Premier Global Innovations, LLC d/b/a Prime Sanitation (Solid Waste Services)
- 10J. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with Axis Dumpsters, LLC (Solid Waste Services)
- 10K. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with BS Dumpster Rentals LLC (Solid Waste Services)
- 10L. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with W&W Rolloffs LLC (Solid Waste Services)
- 10M. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with KL Dumpsters LLC (Solid Waste Services)
- 10N. Resolution approving and authorizing the Mayor to enter an agreement with Motorola Solutions, Inc. to purchase radio communication equipment for the River Valley Communications Center (\$272,043.23 / Budgeted / Public Safety Communications - 911 Fund) (Public Safety Communications)
- 10O. Resolution accepting proposal for and authorizing the City Administrator to proceed with the purchase of Alerton building maintenance software from Northwest Control Systems, Inc (Police CIP) (\$142,900.00 / Budgeted / Police - 1/8 Sales and Use Tax)(Police)

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

ADJOURN



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Sherri Gard, City Clerk
DATE: April 2, 2026
SUBJECT: Non-Ambulatory Transportation Franchise - Elva Stoufer d/b/a Non-Ambulatory Transportation Service, Inc.

SUMMARY

In 1986, the City of Fort Smith granted a non-exclusive franchise to David & Elva Stoufer to operate Non-Ambulatory Transportation Service, Inc., which serves handicapped and elderly persons living within Fort Smith. The subject franchise was reissued in 1996 per Ordinance No. 10-96 and has been renewed every five (5) years thereafter. The current term, authorized per Ordinance No. 39-21, expires April 30, 2026.

On March 2, 2026, Ms. Stoufer submitted a formal request for renewal of the existing non-exclusive franchise to operate the non-ambulatory transportation service for another five (5) years. A copy of the request is attached.

As required by law, the proposed ordinance has been on file in the City Clerk's Office and available for public review and inspection for one (1) week prior to consideration. A public notice indicating same was published in the River Valley Democrat Gazette on Sunday, March 29, 2026. A copy of the notice is also attached.

The company provides a vital service to citizens in the community who require specialized transportation; therefore, the proposed and attached ordinance extends the non-exclusive franchise for a period of five (5) years to April 30, 2031.

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

ATTACHMENTS

1. [Ordinance_-_Non_Ambulatory_Transportation_Service__Stoufer_.pdf](#)
2. [Ordinance - Non Ambulatory Transportation Service \(Stoufer\) 2026 RENEWAL REQUEST.pdf](#)
3. [Ordinance - Non Ambulatory Transportation Service \(Stoufer\) PUBLIC NOTICE.pdf](#)
4. [ORD. 10-96.pdf](#)

ORDINANCE NO. _____

**ORDINANCE AMENDING ORDINANCE NO. 10-96 AS PREVIOUSLY AMENDED
GRANTING A NON-EXCLUSIVE FRANCHISE TO
NON-AMBULATORY TRANSPORTATION SERVICE, INC.**

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

SECTION 1: Section 1(c) of Ordinance No. 10-96 is hereby amended to extend the non-exclusive franchise to Elva Stoufer, d/b/a Non-Ambulatory Transportation Service, Inc. for a period of five (5) years beginning on May 1, 2026.

SECTION 2: It is hereby determined that the franchise authorized by this Ordinance is to provide for the transportation of elderly and handicapped citizens and to preserve the health, safety, and welfare of the City of Fort Smith and its inhabitants; therefore, an emergency is declared and this Ordinance shall be in full force and effective on May 1, 2026.

PASSED AND APPROVED this 7th day of April, 2026.

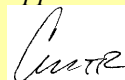
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

Publish one time

NON AMBULATORY TRANSPORTATION SERVICE

1105 Burnham Road, Suite #3

Fort Smith, AR 72903-2305

Office: (479) 452-9494

Email: nonambulatorytransportservice@yahoo.com

Elva Stoufer, Owner

March 2, 2026

Ms. Sherri Gard, CMC

City Clerk

City of Fort Smith

P.O. Box 1908

Fort Smith, AR 72902

Re: City Franchise for operation of Non-Ambulatory Transportation Service, Inc.

Dear Ms. Gard:

Please renew the referenced franchise granted Ordinance No. 39-21. There are no rate increases. Please do not hesitate to call should you need further assistance. Thank you in advance for your help.

Sincerely,

Elva Stoufer

Owner

PUBLIC NOTICE

Notice is hereby given that the Fort Smith Board of Directors will consider an ordinance extending the current non-exclusive franchise for non-ambulatory transportation to Elva Stoufer d/b/a Non-Ambulatory Transportation Service, Inc. at its April 7, 2026 regular meeting. The meeting will be held at 6:00 p.m. at the Blue Lion, 101 North 2nd Street.

Three (3) copies of the above-referenced ordinance are on file and available for public inspection and review in the Fort Smith City Clerk's Office during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., at 623 Garrison Avenue.

For more information or to receive a copy of the ordinance via email, please contact the City Clerk's Office at 479-784-2208 or email request to cityclerk@fortsmithar.gov.

Dated this 23rd day of March, 2026.



Sherri Gard, City Clerk

This publication paid for by the City of Fort Smith City Clerk's Office at the cost of 48.60.

PUBLISH ONE TIME:
Sunday, March 29, 2026

6.

ORDINANCE NO. 10-96

**AN ORDINANCE GRANTING TO NON-AMBULATORY TRANSPORTATION SERVICE, INC.
A NON-EXCLUSIVE FRANCHISE TO OPERATE A TRANSPORTATION SERVICE
FOR HANDICAPPED & ELDERLY PERSONS**

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

SECTION 1: There is hereby granted to Non-Ambulatory Transportation Service, Inc. (David J. Stoufer, Sr. and Elva Stoufer), 1101 Burnham Road, Fort Smith, Arkansas, a non-exclusive franchise for the operation of a non-ambulatory transportation service to serve handicapped and elderly persons within the City of Fort Smith, Arkansas.

(a) The operator of said service shall provide and maintain in full force and effect, during the entire term of this franchise, public liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injury to or death of one person, and subject to the same limit for each person, a total limit of not less than three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and property damage liability insurance providing for a limit of not less than twenty-five thousand dollars (\$25,000.00) for all damages arising out of injury to or destruction of property in any one accident. Proper certificates establishing the existence of such insurance shall be furnished to the City Administrator.

(b) The operator of said service may charge up to the following maximum rates for service:

\$5.00 plus 50¢ per mile for each one-way trip with a \$10.00 minimum for each one-way

trip.

(c) This non-exclusive franchise shall be effective for a period of five (5) years beginning on the effective date of this ordinance.

(d) Provided that after the effective date of this ordinance that the operator may, after giving thirty (30) days written notice to the City Clerk, modify the rates established by subsection (b) of this section. The notice shall state the effective date of the proposed rate modification which in no event

shall be less than thirty (30) days from the date of filing and such proposed modification shall go into effect upon the stated effective date unless the City shall have given written notice to the operator prior to that date that it intends to hold a public hearing to determine whether or not such rate modification should be permitted.

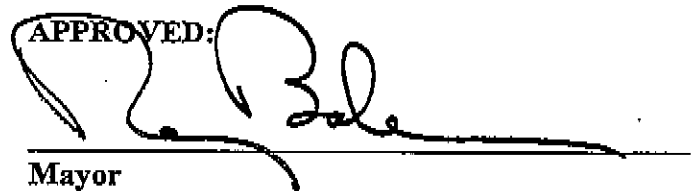
(e) The operator shall post in a conspicuous place on all vehicles used in the transportation service the rates currently being charged by the operator. It shall be unlawful for the operator to charge any rate in excess of those posted.

In the event of being convicted of violating the provision of subsection (e), the operator shall be fined in a sum not to exceed twenty-five dollars (\$25.00) per each violation.

(f) The City has made no requirements regarding the staffing of vehicles used in the service, and the City notifies the public and the franchisee that the franchisee should take all reasonable precautions to be able to serve handicapped and elderly persons using the transportation service, and that the transportation service should decline service to those persons who cannot be responsibly handled by the facilities and personnel available.

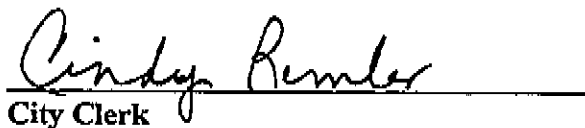
SECTION 2: The rights and privileges herein granted to Non-Ambulatory Transportation Service, Inc., shall not be assigned or otherwise transferred without the prior approval of the Board of Directors of the City of Fort Smith, Arkansas.

PASSED AND APPROVED this 6 day of February, 1996.

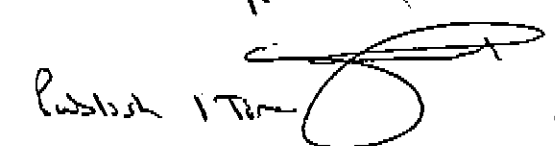
APPROVED: 

Mayor

ATTEST:



City Clerk

*Approved as to form and
as to operations.*




MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
CC: Matthew Holland, Chair, CBID Commission
FROM: Jeff Dingman, Acting City Administrator
DATE: March 19, 2026
SUBJECT: Central Business Improvement District Commission Membership

SUMMARY

The Board of Commissioners of the Central Business Improvement District No. 1 of the City of Fort Smith has consisted of eight members since the adoption of Ord. No. 44-13 in September, 2013, when the number was increased from seven to eight at the request of the CBID Commission. All persons serving on the CBID Commission must be property owners or be a primary shareholder of an entity that owns property within the boundaries of the CBID and must reside within the city limits of the City of Fort Smith.

As a commissioner recently resigned creating a vacancy, the CBID Commission discussed its membership number at its regular meeting on March 19, 2026 where it voted to recommend to the city's Board of Directors that the membership number be amended to seven persons. An odd number is preferred for commission operations, and it does have the effect of reducing the number for a quorum from five members to four.

When first established in 1976 by Ord. No. 3345 the CBID Commission had five members, the minimum number established by state law for such districts. The number was adjusted to seven by city ordinance in 2007 (Ord. No. 54-07), and then further adjusted to eight by city ordinance in 2013 (Ord. No. 44-13). All changes have been at the request of the CBID Commission.

An ordinance effecting such change is included for the Board's consideration on the agenda for the April 7 regular meeting.

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

ATTACHMENTS

1. [20260407_Ordinance_-_Amend_CBID_Membership_to_7.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3345, AS AMENDED, AMENDING THE MEMBERSHIP OF THE CENTRAL BUSINESS IMPROVEMENT DISTRICT COMMISSION TO SEVEN PERSONS; AND REPEALING ORDINANCE NO. 44-13

WHEREAS, Ordinance No. 3345 adopted May 18, 1976 established the Central Business District No. 1 of the City of Fort Smith, Arkansas in concurrence with state law; and

WHEREAS, subsequent amendments to said ordinance adjusted the number of members of the Central Business Improvement District Commission, most recently Ordinance No. 44-13 adopted September 3, 2013 setting the number of commission members to eight persons at the request of the CBID Commission; and

WHEREAS, the CBID Commission at its regular meeting on March 19, 2026 voted to recommend to the city’s Board of Directors that the number of CBID Commission members be amended to seven persons.

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

SECTION 1: The Board of Commissioners of the Central Business Improvement District No. 1 of the City of Fort Smith shall consist of seven (7) persons.

SECTION 2: Ordinance No. 3345, as amended, is hereby amended to reflect the change in the number of commissioners as described in Section 1.

Section 3: Ordinance No. 44-13 is hereby repealed.

THIS ORDINANCE ADOPTED this ____ day of _____, 2026.

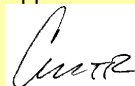
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



Publish one time



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Eric Garvin, Director, Human Resources
DATE: April 1, 2026
SUBJECT: Ordinance Establishing Pay Rates and Related Procedures for City Employees

SUMMARY

Attached is an annual ordinance establishing pay rates and related procedures for non-uniformed City employees, Civil Service (uniformed) employees of the Fire Department and Civil Service (uniformed) employees of the Police Department for the compensation year 2026.

The recommended payout method is an across-the-board market adjustment of 2.5% of the respective employee's base rate of pay for all full-time, non-uniformed employees. The pay schedules for non-uniformed employees, Civil Service (uniformed) employees of the Police Department, and Civil Service (uniformed) employees of the Fire Department for compensation year 2026 are the same as the respective 2025 pay schedules.

I recommend the Board of Directors approve the ordinance.

ATTACHMENTS

1. [Salary_Ordinance_04072026 \(1\).pdf](#)
2. [2026 Pay Schedules.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING PAY RATES AND RELATED PROCEDURES FOR
CITY EMPLOYEES**

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

SECTION 1: Pay Rates for Non-Uniformed Employees

- A. Effective April 12, 2026, non-uniformed employees shall be paid based on the pay grade ranges as shown in Appendix A and Appendix B for compensation year 2026. The compensation year is the period beginning on the first day of the first full pay period in April of the current year through the last day of the last full pay period that begins in March of the following year. The positions of City Administrator and Director, Internal Audit do not have pay grade ranges and will have their rate of pay determined annually by the Board of Directors.
- B. Effective April 12, 2026, all non-uniformed employees hired by the City on or after April 12, 2026 will be offered the minimum rate of the pay range associated with the grade of the position offered; however, with approval of the Director, Human Resources and City Administrator, an applicant can be offered a different competitive market rate within the respective pay grade in an effort to hire highly qualified individuals.
- C. Effective April 12, 2026, all full-time city employees within their salary grade will receive a market adjustment increase of 2.5% to their base pay. For non-uniformed employees at or above the maximum salary of the grade, a one-time market adjustment payment (lump sum) of 2.5 %, that will not become part of the employee's base pay, will be granted.
- D. Performance evaluations will continue through 2026.

SECTION 2: Pay Rates of Civil Service (uniformed) Employees of the Fire Department

- A. Effective April 12, 2026, Civil Service (uniformed) employees of the Fire Department shall be paid based on the rate of pay as set forth in Appendix C for compensation year 2026. The compensation year is the period beginning on the first day of the first full pay period in April of the current year through the last day of the last full pay period that begins in March of the following year. Employees hired or promoted in January, February or March in any given year will receive their step raise under the 2025 pay

scale during these months.

- B. Effective April 12, 2026, all Civil Service (uniformed) Probationary Firefighters hired by the City on or after April 12, 2026 shall initially be placed at the Entry Level (Grade F1; Step 1) of the pay schedule.
- C. Internal transfers (with previous Fort Smith Fire Department experience), rehires and newly hired firefighters holding a current state firefighter certification with verifiable fire suppression experience (highly qualified applicants) shall be eligible for pay above the Entry Level but not to exceed Grade F1; Step 6. Such highly qualified applicants may be offered a different competitive market rate within the F1 pay grade in an effort to hire highly qualified individuals. Such exceptions, above the Entry Level starting pay, for highly qualified applicants, requires approval of the Director, Human Resources and City Administrator.
- D. On April 12, 2026, eligible uniformed Fire Department employees within their pay grade will receive a 1 step increase on their hire date, or promotion anniversary date (when applicable), based upon tenure in their current position if the step is available. Advancement to each step subsequent to Step 1 (Entry Level) requires an overall satisfactory rating on their current performance evaluation.
- E. Performance evaluations will continue through 2026.

SECTION 3: Pay Rates of Civil Service (uniformed) Employees of the Police Department

- A. Effective April 12, 2026, Civil Service (uniformed) employees of the Police Department shall be paid based on the rate of pay as set forth in Appendix D for compensation year 2026. The compensation year is the period beginning on the first day of the first full pay period in April of the current year through the last day of the last full pay period that begins in March of the following year. Employees hired or promoted in January, February or March in any given year will receive their step raise under the 2025 pay scale during these months.
- B. Effective April 12, 2026, all Civil Service (uniformed) Police Officers hired by the City on or after April 12, 2026 shall initially be placed at the Entry Level (Grade P1; Step 1) of the Pay Schedule.
- C. Internal transfers (with previous Fort Smith Police Department experience), rehires and newly hired police officers holding a current state law enforcement certification with verifiable law enforcement experience (highly qualified applicants) shall be eligible for pay above the Entry Level but not to exceed Grade P1; Step 10. Such highly qualified applicants may be

offered a different competitive market rate within the P1 pay grade in an effort to hire highly qualified individuals. Such exceptions, above the Entry Level starting pay, for highly qualified applicants, requires approval of the Director, Human Resources and City Administrator.

D. On April 12, 2026, eligible uniformed Police Department employees within their pay grade will receive a 1 step increase on their hire date, or promotion anniversary date (when applicable), based upon tenure in their current position if the step is available. Advancement to each step subsequent to Step 1 (Entry Level) requires an overall satisfactory rating on their current performance evaluation.

E. Performance evaluations will continue through 2026.

SECTION 4: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

This Ordinance PASSED and APPROVED this _____ day of April, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



No Publication Required

**City of Fort Smith
Non-Uniform
Pay Schedule - 2026
(effective: 04/12/2026)**

	<u>Entry</u>	<u>Midpoint</u>	<u>Maximum</u>		<u>Entry</u>	<u>Midpoint</u>	<u>Maximum</u>		<u>Entry</u>	<u>Midpoint</u>	<u>Maximum</u>
Grade 30				Grade 39				Grade 48			
Annual	\$ 31,200.00	\$ 39,000.00	\$ 46,800.00	Annual	\$ 50,336.00	\$ 62,899.20	\$ 75,483.20	Annual	\$ 87,526.40	\$ 109,387.20	\$ 131,268.80
Bi-Weekly	\$ 1,200.00	\$ 1,500.00	\$ 1,800.00	Bi-Weekly	\$ 1,936.00	\$ 2,419.20	\$ 2,903.20	Bi-Weekly	\$ 3,366.40	\$ 4,207.20	\$ 5,048.80
Hourly	\$ 15.00	\$ 18.75	\$ 22.50	Hourly	\$ 24.20	\$ 30.24	\$ 36.29	Hourly	\$ 42.08	\$ 52.59	\$ 63.11
Grade 31				Grade 40				Grade 49			
Annual	\$ 33,321.60	\$ 41,662.40	\$ 49,982.40	Annual	\$ 53,518.40	\$ 66,892.80	\$ 80,267.20	Annual	\$ 91,769.60	\$ 114,712.00	\$ 137,654.40
Bi-Weekly	\$ 1,281.60	\$ 1,602.40	\$ 1,922.40	Bi-Weekly	\$ 2,058.40	\$ 2,572.80	\$ 3,087.20	Bi-Weekly	\$ 3,529.60	\$ 4,412.00	\$ 5,294.40
Hourly	\$ 16.02	\$ 20.03	\$ 24.03	Hourly	\$ 25.73	\$ 32.16	\$ 38.59	Hourly	\$ 44.12	\$ 55.15	\$ 66.18
Grade 32				Grade 41				Grade 50			
Annual	\$ 35,443.20	\$ 44,304.00	\$ 53,185.60	Annual	\$ 57,761.60	\$ 72,196.80	\$ 86,652.80	Annual	\$ 96,012.80	\$ 120,016.00	\$ 144,019.20
Bi-Weekly	\$ 1,363.20	\$ 1,704.00	\$ 2,045.60	Bi-Weekly	\$ 2,221.60	\$ 2,776.80	\$ 3,332.80	Bi-Weekly	\$ 3,692.80	\$ 4,616.00	\$ 5,539.20
Hourly	\$ 17.04	\$ 21.30	\$ 25.57	Hourly	\$ 27.77	\$ 34.71	\$ 41.66	Hourly	\$ 46.16	\$ 57.70	\$ 69.24
Grade 33				Grade 42				Grade 51			
Annual	\$ 37,585.60	\$ 46,966.40	\$ 56,368.00	Annual	\$ 62,004.80	\$ 77,521.60	\$ 93,017.60	Annual	\$ 100,276.80	\$ 125,340.80	\$ 150,404.80
Bi-Weekly	\$ 1,445.60	\$ 1,806.40	\$ 2,168.00	Bi-Weekly	\$ 2,384.80	\$ 2,981.60	\$ 3,577.60	Bi-Weekly	\$ 3,856.80	\$ 4,820.80	\$ 5,784.80
Hourly	\$ 18.07	\$ 22.58	\$ 27.10	Hourly	\$ 29.81	\$ 37.27	\$ 44.72	Hourly	\$ 48.21	\$ 60.26	\$ 72.31
Grade 34				Grade 43				Grade 52			
Annual	\$ 39,707.20	\$ 49,628.80	\$ 59,550.40	Annual	\$ 66,268.80	\$ 82,825.60	\$ 99,403.20	Annual	\$ 104,520.00	\$ 130,644.80	\$ 156,769.60
Bi-Weekly	\$ 1,527.20	\$ 1,908.80	\$ 2,290.40	Bi-Weekly	\$ 2,548.80	\$ 3,185.60	\$ 3,823.20	Bi-Weekly	\$ 4,020.00	\$ 5,024.80	\$ 6,029.60
Hourly	\$ 19.09	\$ 23.86	\$ 28.63	Hourly	\$ 31.86	\$ 39.82	\$ 47.79	Hourly	\$ 50.25	\$ 62.81	\$ 75.37
Grade 35				Grade 44				Grade 53			
Annual	\$ 41,828.80	\$ 52,291.20	\$ 62,732.80	Annual	\$ 70,512.00	\$ 88,150.40	\$ 105,768.00	Annual	\$ 108,763.20	\$ 135,969.60	\$ 163,155.20
Bi-Weekly	\$ 1,608.80	\$ 2,011.20	\$ 2,412.80	Bi-Weekly	\$ 2,712.00	\$ 3,390.40	\$ 4,068.00	Bi-Weekly	\$ 4,183.20	\$ 5,229.60	\$ 6,275.20
Hourly	\$ 20.11	\$ 25.14	\$ 30.16	Hourly	\$ 33.90	\$ 42.38	\$ 50.85	Hourly	\$ 52.29	\$ 65.37	\$ 78.44
Grade 36				Grade 45							
Annual	\$ 43,950.40	\$ 54,932.80	\$ 65,936.00	Annual	\$ 74,776.00	\$ 93,454.40	\$ 112,153.60				
Bi-Weekly	\$ 1,690.40	\$ 2,112.80	\$ 2,536.00	Bi-Weekly	\$ 2,876.00	\$ 3,594.40	\$ 4,313.60				
Hourly	\$ 21.13	\$ 26.41	\$ 31.70	Hourly	\$ 35.95	\$ 44.93	\$ 53.92				
Grade 37				Grade 46							
Annual	\$ 46,072.00	\$ 57,595.20	\$ 69,118.40	Annual	\$ 79,019.20	\$ 98,779.20	\$ 118,518.40				
Bi-Weekly	\$ 1,772.00	\$ 2,215.20	\$ 2,658.40	Bi-Weekly	\$ 3,039.20	\$ 3,799.20	\$ 4,558.40				
Hourly	\$ 22.15	\$ 27.69	\$ 33.23	Hourly	\$ 37.99	\$ 47.49	\$ 56.98				
Grade 38				Grade 47							
Annual	\$ 48,193.60	\$ 60,257.60	\$ 72,300.80	Annual	\$ 83,262.40	\$ 104,083.20	\$ 124,904.00				
Bi-Weekly	\$ 1,853.60	\$ 2,317.60	\$ 2,780.80	Bi-Weekly	\$ 3,202.40	\$ 4,003.20	\$ 4,804.00				
Hourly	\$ 23.17	\$ 28.97	\$ 34.76	Hourly	\$ 40.03	\$ 50.04	\$ 60.05				

(Annual Amount based on 2080 hours per year)
(Bi-Weekly Amount based on 40 hours per week)

**City of Fort Smith
Engineering
Pay Schedule - 2026
(effective: 04/12/2026)**

	<u>Entry</u>	<u>Midpoint</u>	<u>Maximum</u>		<u>Entry</u>	<u>Midpoint</u>	<u>Maximum</u>		<u>Entry</u>	<u>Midpoint</u>	<u>Maximum</u>
E01				E03				E05			
Annual	\$ 75,000.12	\$ 83,333.38	\$ 91,666.64	Annual	\$ 105,000.22	\$ 116,666.68	\$ 128,333.40	Annual	\$ 135,000.06	\$ 150,000.24	\$ 165,000.16
Bi-Weekly	\$ 2,884.62	\$ 3,205.13	\$ 3,525.64	Bi-Weekly	\$ 4,038.47	\$ 4,487.18	\$ 4,935.90	Bi-Weekly	\$ 5,192.31	\$ 5,769.24	\$ 6,346.16
Hourly	\$ 36.0577	\$ 40.0641	\$ 44.0705	Hourly	\$ 50.4809	\$ 56.0897	\$ 61.6987	Hourly	\$ 64.9039	\$ 72.1155	\$ 79.3270
E02				E04				E06			
Annual	\$ 90,000.04	\$ 100,000.16	\$ 110,000.28	Annual	\$ 120,000.14	\$ 133,333.46	\$ 146,666.52	Annual	\$ 150,000.24	\$ 166,666.76	\$ 180,000.08
Bi-Weekly	\$ 3,461.54	\$ 3,846.16	\$ 4,230.78	Bi-Weekly	\$ 4,615.39	\$ 5,128.21	\$ 5,641.02	Bi-Weekly	\$ 5,769.24	\$ 6,410.26	\$ 6,923.08
Hourly	\$ 43.2693	\$ 48.0770	\$ 52.8847	Hourly	\$ 57.6924	\$ 64.1026	\$ 70.5128	Hourly	\$ 72.1155	\$ 80.1282	\$ 86.5385

Grade E01 - Project Engineer in Training (EIT) - Bachelor of Science in Engineering and registered as a Professional Engineer (PE) Intern in the State of Arkansas*

Grade E02 - Project Engineer I - Two (2) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

Grade E03 - Project Engineer II - Five (5) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

Grade E04 - Senior Project Engineer - Eight (8) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

Grade E05 - Department Deputy Director Engineer - Ten (10) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

Grade E06 - Department Director Engineer - More than Ten (10) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

* or able to become registered in the State of Arkansas within twelve (12) months of employment

City of Fort Smith
Uniform - Fire Department
Pay Schedule - 2026

(effective: 04/12/2026)

Rank / Designation	Grade	Rate	<i>(Entry)</i>					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter * (non-exempt / hourly)	F1	Hourly	\$14.44	\$15.16	\$15.92	\$16.72	\$17.56	\$18.44
		Annual	\$43,803.74	\$45,987.86	\$48,293.32	\$50,720.12	\$53,268.26	\$55,937.74
Driver * (non-exempt / hourly)	F2	Hourly	\$19.82	\$20.81	\$21.85			
		Annual	\$60,123.97	\$63,127.14	\$66,281.98			
Captain * (non-exempt / hourly)	F3	Hourly	\$23.49	\$24.66	\$25.89			
		Annual	\$71,256.92	\$74,806.11	\$78,537.32			
Captain (exempt / salary)	F4	Bi-Weekly	\$2,740.65	\$2,877.16	\$3,020.67			
		Annual	\$71,256.90	\$74,806.16	\$78,537.42			
Fire Marshal & Training Officer (exempt / salary)	F5	Bi-Weekly	\$3,126.39	\$3,282.71	\$3,446.84			
		Annual	\$81,286.14	\$85,350.46	\$89,617.84			
Battalion Chief (exempt / salary)	F5_1	Bi-Weekly	\$3,126.39	\$3,282.71	\$3,446.84			
		Annual	\$81,286.14	\$85,350.46	\$89,617.84			
Division Chief (exempt / salary)	F6	Bi-Weekly	\$3,705.36	\$3,890.63				
		Annual	\$96,339.36	\$101,156.38				
Assistant Chief (exempt / salary)	F7	Bi-Weekly	\$4,371.12	\$4,589.67				
		Annual	\$113,649.12	\$119,331.42				

Hourly employee annual amount based on 2912 hrs./year (NO Overtime Factored); Exempt employee annual amount based on 2080 hrs./year
All Step amounts include pay for holidays

City of Fort Smith
Uniform - Police Department
Pay Schedule - 2026
(effective: 04/12/2026)

Rank / Designation	Grade	Rate	<i>(Entry)</i>				
			Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer/Corporal (non-exempt / hourly)	P1	Hourly	\$ 24.04	\$ 24.64	\$ 25.26	\$ 25.89	\$ 26.54
		Annual	\$ 50,003.20	\$ 51,251.20	\$ 52,540.80	\$ 53,851.20	\$ 55,203.20
		Hourly	\$ 27.21	\$ 27.89	\$ 28.58	\$ 29.30	\$ 30.03
		Annual	\$ 56,596.80	\$ 58,011.20	\$ 59,446.40	\$ 60,944.00	\$ 62,462.40
Sergeant (non-exempt / hourly)	P2	Hourly	\$ 33.94	\$ 34.79	\$ 35.66	\$ 36.55	\$ 37.46
		Annual	\$ 70,595.20	\$ 72,363.20	\$ 74,172.80	\$ 76,024.00	\$ 77,916.80
		Hourly	\$ 40.28	\$ 41.29	\$ 42.32	\$ 43.38	
		Annual	\$ 83,782.40	\$ 85,883.20	\$ 88,025.60	\$ 90,230.40	
Lieutenant (non-exempt / hourly)	P3	Hourly	\$ 40.28	\$ 41.29	\$ 42.32	\$ 43.38	
		Annual	\$ 83,782.40	\$ 85,883.20	\$ 88,025.60	\$ 90,230.40	
		Hourly	\$ 40.28	\$ 41.29	\$ 42.32	\$ 43.38	
		Annual	\$ 83,782.40	\$ 85,883.20	\$ 88,025.60	\$ 90,230.40	
Captain (exempt / salary)	P4	Bi-Weekly	\$ 3,643.92	\$ 3,735.02	\$ 3,828.39	\$ 3,924.10	
		Annual	\$ 94,741.92	\$ 97,110.52	\$ 99,538.14	\$ 102,026.60	
		Bi-Weekly	\$ 4,120.31	\$ 4,223.32	\$ 4,328.90		
		Annual	\$ 107,128.06	\$ 109,806.32	\$ 112,551.40		
Deputy Chief (exempt / salary)	P5	Bi-Weekly	\$ 4,120.31	\$ 4,223.32	\$ 4,328.90		
		Annual	\$ 107,128.06	\$ 109,806.32	\$ 112,551.40		
		Bi-Weekly	\$ 4,120.31	\$ 4,223.32	\$ 4,328.90		
		Annual	\$ 107,128.06	\$ 109,806.32	\$ 112,551.40		

Annual amount based on 2080 hours per year
 (All steps include pay for holidays)



MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: March 31, 2026
SUBJECT: Services Agreement in support of Levitt AMP Music Series grant

SUMMARY

Since 2021, the city through its partnership with Main Street Fort Smith has participated in the Levitt AMP Music Series to provide free live music experiences for Fort Smith's residents and downtown visitors. The Mortimer & Mimi Levitt Foundation partners with nonprofits across the country to activate underused outdoor spaces for free live music, and has again chosen Fort Smith as a recipient of its grant for the three-year cycle spanning 2026-2028.

To make this program happen requires local matching funds. The Levitt Foundation will match local funds up to \$4,000 per show to provide the funding to produce, promote, and facilitate the live music performances which are free of charge and open to the public. Main Street Fort Smith anticipates a minimum of seven shows in the fall of 2026, so is seeking at least \$28,000 in local matching funds to take full advantage of the foundation's match. The City of Fort Smith has participated in the past by providing funds toward the local match requirement, and does have \$20,000 budgeted for such purpose included in the FY2026 budget.

Included on the agenda for the April 7 regular meeting is a resolution authorizing a public services agreement with Main Street Fort Smith for administering the Levitt AMP Music Series Grant in 2026 and providing \$20,000 to serve as matching funds toward the grant in support of the music series. This item was placed on the agenda at the request of the Board at the March 17 regular meeting and directly supports Goal FLU 3.4 of the Future Fort Smith Comprehensive Plan to reinforce downtown Fort Smith's position as a destination for retail and entertainment options.

Please contact me with questions related to this agenda item.

ATTACHMENTS

1. [20260402_Resolution_Main_Street_Fort_Smith_Agreement \(1\).pdf](#)
2. [20260402_Public Services Agreement_Main Street Fort Smith.pdf](#)

<i>FISCAL IMPACT:</i>	<i>\$20,000.00</i>
<i>BUDGET INFORMATION:</i>	<i>Budgeted / Administration - General Fund Non-Departmental</i>
<i>GRANT AMOUNT:</i>	<i>\$28,000</i>
<i>GRANT NAME:</i>	<i>Levitt AMP Music Series</i>
<i>GRANT AGENCY:</i>	<i>Levitt AMP Foundation</i>

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PUBLIC SERVICES AGREEMENT WITH 64.6 DOWNTOWN, D/B/A MAIN STREET FORT SMITH, FOR ADMINISTERING THE LEVITT AMP MUSIC SERIES GRANT FOR 2026

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

Section 1: The Public Services Agreement with 64.6 Downtown, d/b/a Main Street Fort Smith, incorporated herein by reference, for administering the Levitt AMP Music Series Grant for 2026 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 April, 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

PUBLIC SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2026, by and between the City of Fort Smith, Arkansas (“City”), and 64.6 Downtown, an Arkansas nonprofit corporation doing business as Main Street Fort Smith (“Main Street Fort Smith”), with local social, cultural, and economic development benefits to the City.

WITNESSETH:

WHEREAS, due to the efforts of Main Street Fort Smith, the City is a recipient of the Levitt AMP Music Series grant in 2026 (“Grant”); and

WHEREAS, Main Street Fort Smith has suitable capabilities for providing to the City’s residents certain services, as enumerated in paragraph one (1) below, which services fulfill a governmental function to provide for the health and welfare of the City’s inhabitants; and

WHEREAS, the parties desire to provide a program of such services for the City’s inhabitants.

NOW, THEREFORE, it is agreed by the parties that in exchange for the mutual covenants and agreements set forth below:

1. Obligations of Main Street Fort Smith. Main Street Fort Smith shall:
 - a. Secure and confirm the Levitt AMP Music Series Grant (“Grant”) for 2026 on behalf of the City;
 - b. perform necessary administration and management services related to the Grant;
 - c. arrange, support, produce, schedule and coordinate the live music events in fulfillment of the purposes of the Grant; and,
 - d. offer live music events in fulfillment of the purposes of the Grant with no admission costs for attendees.
2. Obligations of the City. The City shall:
 - a. provide Main Street Fort Smith \$20,000.00 specifically for use as local matching funds for the Grant, which shall be utilized by Main Street Fort Smith as set forth above; and,
 - b. provide Main Street Fort Smith access to venues, such as the Riverpark Amphitheater, for the use of hosting live music events in fulfillment of the purposes of the Grant.
3. The parties agree that the services provided by Main Street Fort Smith hereunder will provide to the City and its inhabitants, for the calendar year 2026, services which will enhance the health and welfare of the City and its inhabitants.

4. In consideration for the providing of the services described in the preceding paragraph, the City agrees to pay Main Street Fort Smith the total sum of Twenty thousand (\$20,000) dollars in a lump sum on or before May 1, 2026, for use as set forth in paragraph 2(a), above.

5. It is agreed by Main Street Fort Smith that the City shall have the right, at all reasonable times, to inspect the programs being provided by Main Street Fort Smith under this Agreement, and shall have the right, at all reasonable times, to inspect any financial or other records of Main Street Fort Smith related to the services provided herein. After inspection or investigation, the City shall have the right to notify Main Street Fort Smith, in writing, of any deficiencies in the program provided under this Agreement, and, if such deficiencies are not cured within thirty (30) calendar days from the date of such written notice, the City shall have the absolute right to terminate this Agreement and not make any further payment. To assist the City in monitoring its activities, Main Street Fort Smith shall, on a quarterly or more frequent basis, provide to the City Administrator, or his/her designated agent, a report of Main Street Fort Smith's financial and service activities during the period preceding such report.

6. Furthermore, the City shall have the right to cancel this Agreement and not make any further payment upon the happening of any of the following:

a. A dissolution of the Main Street Fort Smith group occurs; or

b. A determination by the City Administrator that the services provided hereunder are no longer needed as a governmental function, or, otherwise, a determination by the City Administrator that the City, for whatever reason, no longer desires to have such services provided by Main Street Fort Smith; or

c. A determination by the City Administrator that Main Street Fort Smith, its employees, or agents, in the providing of the services hereunder, have violated the City's policy against discrimination on the basis of age, sex, religion, race, national origin, political affiliation, handicap, veteran status, or have violated the City's policy in favor of a drug-free work place.

7. In addition to any of the other rights of cancellation stated herein, either party shall have the right to cancel this Agreement because of the breach by the other party of that party's obligations hereunder, such cancellation to be effective as of the date of the breach. Failure by either party to immediately declare the contract canceled by reason of a particular breach shall not preclude a party from raising that breach subsequently as a reason for cancellation. Should the Agreement be canceled, for any reason, Main Street Fort Smith understands and agrees that the City shall immediately cease paying any further monies under this Agreement, and agrees additionally Main Street Fort Smith will refund to the City, on a pro-rated basis, monies paid by the City for services not rendered by Main Street Fort Smith.

8. Main Street Fort Smith shall indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on 42 U.S.C. subsection 1983), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property), cost of liabilities (including the City's cost with respect to its employees and cost of defending any and all such actions and proceedings described herein), arising out of or pertaining to the providing of services hereunder by Main Street Fort Smith.

9. It is agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.
10. The parties to this Agreement agree that it is not a contract of employment, but is, instead, a service contract entered in order to fulfill a specific governmental purpose. Accordingly, in the performance of this Agreement, Main Street Fort Smith shall be considered an independent agent, and neither it nor its employees or agents shall be considered employees or agents of the City.
11. Because Main Street Fort Smith will be receiving monies from the City under this Agreement, Main Street Fort Smith understands that its records and meetings within the scope of this Agreement may become subject to the provisions of the Arkansas Freedom of Information Act.
12. It is understood and agreed by the parties that, if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of Arkansas, the entire Agreement shall be null and void.
13. This Agreement shall not be specifically enforceable in equity, by either party; nor shall any injunction be applied for or issued at the instigation of either party in case of dispute or alleged breach of this Agreement.
14. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.
15. This Agreement is executed on behalf of Main Street Fort Smith by its authorized representative set forth below who represents that he or she has full legal authority to bind Main Street Fort Smith.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of April, 2026.

City of Fort Smith

By: _____
Mayor

Attest:

City Clerk

MAIN STREET FORT SMITH

By: _____
Executive Director

Attest: _____
Secretary



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Josh Buchfink, Director of Communications
DATE: March 24, 2026
SUBJECT: Appropriation Request for ADA Title II Digital Compliance

SUMMARY

The purpose of this memorandum is to request an appropriation to ensure that the City of Fort Smith maintains compliance with the Americans with Disabilities Act (ADA) Title II requirements across all digital platforms, in alignment with WCAG 2.1 AA standards. This includes City websites, publicly available documents, and City Board meeting materials and broadcasts.

Around June 2025, I became aware of a Department of Justice ruling that may impact municipal digital accessibility requirements while reviewing a forum of municipal communicators. At that time, I understood that some remediation would be necessary and included funding in the budget for a tool to assist with compliance. As I continued to review discussions and guidance, concerns grew regarding the City's ability to fully comply. In December 2025, I requested and received a legal opinion from the City Attorney regarding our compliance obligations.

Following that guidance, we began researching what would be required to remediate our existing content. Through that process, it became clear that the scope of work is significantly larger than initially anticipated. Accessibility issues exist across more than 600 web pages, including the City's homepage, and more than 4,500 documents, not including City Board agenda materials. The volume and complexity of these issues present a substantial challenge without dedicated resources and tools.

We have also begun training staff on maintaining compliance across social media posts, community emails, web pages, and documents to ensure accessibility is incorporated into daily operations moving forward.

To address these needs and maintain ongoing compliance, I have identified several tools and services that will support both remediation and long-term accessibility. These include document remediation services through DocAccess and Granicus, guided website remediation support through Granicus, live captioning services for City Board meetings through Granicus, and an accessibility auditing and monitoring platform through Silktide. These resources will allow the City to remediate existing content, ensure new content meets accessibility standards, and continuously monitor compliance.

The total cost to implement these programs is approximately \$35,000 . Funding is requested from the unobligated General Fund to support this effort.

Approving this appropriation will allow the City to meet its legal obligations, reduce risk, and ensure that all residents have equal access to information and services. It will also provide staff with the tools and support necessary to maintain compliance moving forward.

Please feel free to reach out with any questions.

ATTACHMENTS

1. [04-07-26_Item_ID_2666-_ADA_Title_II_Digital_Compliance_1 \(1\).pdf](#)
2. [ADA Digital Accessibility Guidelines - City Attorney Opinion.pdf](#)
3. [WCAG 2.1 \(The Guidelines\).pdf](#)
4. [28 CFR Â§ 35.200-205.pdf](#)
5. [28 CFR Â§ 35.104.pdf](#)
6. [ADA Digital Accessibility Checklist.pdf](#)

ORDINANCE NO. _____

ORDINANCE AMENDING THE 2026 OPERATING BUDGET AND AUTHORIZING THE APPROPRIATION OF UNOBLIGATED GENERAL FUNDS TO IMPLEMENT ADA DIGITAL COMPLIANCE PROGRAMS

WHEREAS, the Board of Directors approved the 2026 Operating Budget with Ordinance 92-25; and

WHEREAS, Title II of the Americans with Disabilities Act (ADA) requires public entities to ensure that digital platforms, including City websites, publicly available documents, and City Board meeting materials and broadcasts, comply with Web Content Accessibility Guidelines (WCAG) 2.1 AA standards; and

WHEREAS, subsequent research and legal guidance have determined that the scope and complexity of remediation of existing content, as well as maintaining ongoing compliance, are significantly greater than originally anticipated and will require additional resources; and

WHEREAS, the City of Fort Smith Finance Department finds it necessary to amend the 2026 Operating Budget to provide funding for additional tools and services to ensure current and ongoing compliance with ADA Title II requirements across all digital platforms,

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

There is hereby authorized an amendment to the 2026 Operating Budget to appropriate unobligated General Fund Balance as follows:

Account	Current Budget	Adjustment	Revised Budget
Expenditures			
44010101 - 543200 Software Licensing Fees	\$ 3,044,050	\$ <u>35,000</u>	\$ 3,079,050
		Appropriation of General Fund Balance \$ <u>35,000</u>	

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



CITY ATTORNEY

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

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December 11, 2025

Josh Buchfink
Public Relations Manager
City of Fort Smith
josh.buchfink@fortsmithar.gov

Via Email Only

Re: ADA Digital Accessibility Guidelines

Dear Mr. Buchfink,

This is a response to your November 19, 2025, email requesting our review of the ADA Digital Accessibility Guidelines and necessary action of the City to comply with such guidelines.

We have reviewed the ADA Digital Accessibility Guidelines, which are codified in the Code of Federal Regulations at Title 28, Chapter 1, Part 35, Subpart H – Web and Mobile Accessibility. The ADA Digital Accessibility Guidelines are referred to as the Web Content Accessibility Guidelines (“WCAG”) 2.1 (the “Guidelines”). We enclose a copy of the referenced provisions of the Code of Federal Regulations, the Guidelines, and a checklist to assist in evaluating the City’s compliance with the Guidelines.

As you are likely aware, Title 28 CFR § 35.200 provides in part:

(a) General. A public entity shall ensure that the following are readily accessible to and usable by individuals with disabilities:

(1) Web content that a public entity provides or makes available, directly or through contractual, licensing, or other arrangements; and

(2) Mobile apps that a public entity provides or makes available, directly or through contractual, licensing, or other arrangements.

(b) Requirements.

(1) Beginning April 24, 2026, a public entity, other than a special district government, with a total population of 50,000 or more shall ensure that the web

content and mobile apps that the public entity provides or makes available, directly or through contractual, licensing, or other arrangements, comply with Level A and Level AA success criteria and conformance requirements specified in WCAG 2.1, unless the public entity can demonstrate that compliance with this section would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens.¹

Based on our review of the Guidelines, we have noted below the requirements with which the City must comply. Because the Guidelines are hyper-technical, we note the City may consider contracting with a third-party to review the City's website (and, if applicable, mobile app(s)) to ensure such is in compliance with the Guidelines. The Department of Justice Civil Rights Division has indicated the use of evaluation tools to assist with ensuring compliance with the Guidelines. See Action Step 8 at <https://www.ada.gov/resources/web-rule-first-steps/>.

Requirements of the Guidelines

1. Ensure all website functionality is operable via keyboard. This is to allow individuals who are unable to operate a mouse to navigate it. Guidelines, p. 21.
2. Use clear headings and labels. Guidelines, p. 28.
3. Create clear and helpful web page titles. Guidelines, p. 27.
4. Provide alternate text to meaningful images. If an image conveys important or critical information, then it needs to feature alternative text so it can be understood by users implementing assistive technologies. "Alt text" is not necessary for decorative images – the City should use its best discretion when making these determinations. Guidelines, p. 16.
5. Ensure a high contrast between text sections and their backgrounds. There must be sufficient contrast between text, or even the images of text, and its background. From our research, we believe that a contrast ratio of at least "4.5:1" is sufficient. Guidelines, p. 15. For bold or large (18 point font or greater) text, a contract ratio of 3:1 should be sufficient. *Id.* Logos and brand names do not necessarily need to implement these contrast restrictions.
6. Ensure that information which is conveyed by color is also visually evident without that associated color. Guidelines, p. 13-14.
7. Provide captions for videos with audio. Guidelines, p. 11.
8. Provide captions for live videos. Captions should be included in live videos, which include

¹ The definitions of "web content" and "mobile apps" are set forth in 28 CFR 35.104, a copy of which is enclosed.

webinars and streaming events. A real time captioning service may be required to achieve this standard, and the captions must indicate who is speaking and explain other important non-speech sounds. Guidelines, p. 11.

9. Provide website visitors with audio descriptions for video content. Guidelines, p. 11.

10. Ensure that text can be resized to 200% without loss of content or function. This means when the text is resized to that level, that the content is visible without overlapping, being cut off, or disappearing. Guidelines, p. 16.

11. Ensure that there is no loss in functionality when website visitors adjust text spacing and, if a visitor does so, ensure that no content or functionality is lost. Guidelines, p. 19-20.

12. Ensure website visitors can use portrait or landscape screen orientation. Guidelines, p. 13.

13. Ensure the website is responsive and adapts well to being used on smaller screens, e.g., tablets and smart phones, as the Guidelines apply to web content on desktops, laptops, tablets, and mobile devices. Guidelines, p. 2.

14. Ensure all website functions are accessible for visitors with limited mobility. If gestures or complex movements like pinch to zoom, two-finger tapping, or drawing shapes are necessary, then alternative methods for performing the same tasks should be made available. Ultimately, it is best to avoid a design which requires these gestures. Guidelines, p. 2, 29, and 66.

15. Provide a “Skip to Content” link for easy navigation to main content, a bypass or direct link is the idea. Guidelines, p. 27.

16. Errors (which might be designated as red in color) need to be clearly identified and described in text; in essence, error messages cannot only be indicated via color. Guidelines, p. 35.

17. Ensure the website is free from content that can cause or trigger seizures; warnings are not sufficient, and the WCAG 2.1 provides that web pages should not include anything that flashes more than three times per second. Guidelines, p. 25-26.

18. Ensure website visitors are able to control (pause, stop, and control the volume of) auto-playing audio. Guidelines, p. 15 and 24.

19. Ensure website visitors can control time limits when engaging in interactive elements. The website should not time out without user consent, and visitors should be able to request more time without losing session data. Guidelines, p. 24.

20. Ensure single-key shortcuts can be disabled or modified to accommodate those who may find hitting these shortcuts inadvertently. Guidelines, p. 22.

Exceptions to Requirements of the Guidelines (see 28 CFR 35.201)

1. Archived web content, which is web content that:

- (a) was created before April 24, 2026; reproduces paper documents created before April 26, 2016; or, reproduces the contents of other physical media created before April 24, 2026;
- (b) is retained exclusively for reference, research, or record keeping;
- (c) is not altered or updated after the date of archiving; and
- (d) is organized and stored in a dedicated area or areas clearly identified as being archived.

See 28 CFR 35.104.

2. Pre-existing conventional electronic documents. Conventional electronic documents that are available as part of a public entity's web content or mobile apps before the date the public entity is required to comply with this subpart, unless such documents are currently used to apply for, gain access to, or participate in the public entity's services, programs, or activities.

3. Content posted by a third party, unless the third party is posting due to contractual, licensing, or other arrangements with the public entity.

4. Individualized, password-protected or otherwise secured conventional electronic documents. Conventional electronic documents that are: (a) about a specific individual, their property, or their account; and, (b) password protected or otherwise secured.

5. Social media posts of the public entity posted before April 24, 2026.

Other Important Notes

1. While our discussion regarding the Guidelines often references “website[s],” “web content” or “web page[s],” please note that a public entity’s mobile apps, including external mobile apps (e.g., Parkmobile, which is an app used by many municipalities for street parking services) are subject to the requirements of the Guidelines, unless an exception applies. See 28 CFR § 35.200(a)(2).

2. Under 28 CFR § 35.204, if a public entity can show that full compliance with the requirements as set forth in the Guidelines would fundamentally alter the nature of a service, program, or activity, or would create undue financial or administrative burdens, then the entity must comply with the Guidelines to the maximum extent possible without causing such fundamental

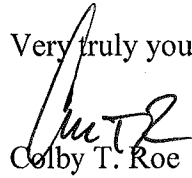
alterations or burdens. The public entity will bear the burden of proof for this defense, and the decision must be made by the head of the entity (or a designee) with a written explanation. If full compliance is not feasible for those reasons, the entity must take alternative steps that ensure individuals with disabilities receive benefits or services to the greatest extent possible.

3. Under 28 CFR § 35.205, a public entity that has not fully complied with the Guidelines will be deemed to have met the requirements “in the limited circumstances in which the public entity can demonstrate that the noncompliance has such a minimal impact on access” to the public entity’s web content or mobile app(s) by individuals with disabilities.

Should you have any questions, please let us know and we would be pleased to discuss at your convenience.

Thank you for your attention to this matter.

Very truly yours,



Colby T. Roe

CTR/cmm

Enclosures

cc Mr. Jeff Dingman (via email)
Ms. Maggie Rice (via email)

Web Content Accessibility Guidelines (WCAG) 2.1

(available with the following hyperlink: [Perma | Web Content Accessibility Guidelines \(WCAG\) 2.1](#))

W3C Recommendation 05 June 2018

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Please check the [errata](#) for any errors or issues reported since publication.

See also [translations](#).

This document is also available in non-normative formats, available from [Alternate Versions of Web Content Accessibility Guidelines 2.1](#).

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Abstract

Web Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making Web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on desktops, laptops, tablets, and mobile devices. Following these guidelines will also often make Web content more usable to users in general.

WCAG 2.1 success criteria are written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. See [Web Content Accessibility Guidelines \(WCAG\) Overview](#) for an introduction and links to WCAG technical and educational material.

WCAG 2.1 extends [Web Content Accessibility Guidelines 2.0 \[WCAG20\]](#), which was published as a W3C Recommendation December 2008. Content that conforms to WCAG 2.1 also conforms to WCAG 2.0. The WG intends that for policies requiring conformance to WCAG 2.0, WCAG 2.1 can provide an alternate means of conformance. The publication of WCAG 2.1 does not deprecate or supersede WCAG 2.0. While WCAG 2.0 remains a W3C Recommendation, the W3C advises the use of WCAG 2.1 to maximize future applicability of accessibility efforts. The W3C also encourages use of the most current version of WCAG when developing or updating Web accessibility policies.

Status of This Document

This section describes the status of this document at the time of its publication. Other documents may supersede this document. A list of current W3C publications and the latest revision of this technical report can be found in the [W3C technical reports index](#) at <https://www.w3.org/TR/>.

This is a [Recommendation](#) of WCAG 2.1 by the [Accessibility Guidelines Working Group](#).

This document has been reviewed by W3C Members, by software developers, and by other W3C groups and interested parties, and is endorsed by the Director as a W3C Recommendation. It is a stable document and may be used as reference material or cited from another document. W3C's role in making the Recommendation is to draw attention to the specification and to promote its widespread deployment. This enhances the functionality and interoperability of the Web.

By publishing this Recommendation, W3C expects the functionality specified in this Recommendation will not be affected by changes to CSS Values and Units Module Level 3 or by Pointer Events Level 2. The Working Group will continue to track these specifications.

To comment, [file an issue in the W3C WCAG GitHub repository](#). The Working Group requests that public comments be filed as new issues, one issue per discrete comment. It is free to create a GitHub account to file issues. If filing issues in GitHub is not feasible, send email to public-agwg-comments@w3.org ([comment archive](#)). Comments received on the WCAG 2.1 Recommendation cannot result in changes to this version of the guidelines, but may be addressed in errata or future versions of WCAG. The Working Group does not plan to make formal responses to comments. A list of [issues filed](#) as well as [Archives of the AG WG mailing list discussions](#) are publicly available, and future work undertaken by the Working Group may address comments received on this document.

This document was published by the [Accessibility Guidelines Working Group](#) as a Recommendation.

Please see the Working Group's [implementation report](#).

This document has been reviewed by W3C Members, by software developers, and by other W3C groups and interested parties, and is endorsed by the Director as a W3C Recommendation. It is a stable document and may be used as reference material or cited from another document. W3C's role in making the Recommendation is to draw attention to the specification and to promote its widespread deployment. This enhances the functionality and interoperability of the Web.

This document was produced by a group operating under the [W3C Patent Policy](#). W3C maintains a [public list of any patent disclosures](#) made in connection with the deliverables of the group; that page also includes instructions for disclosing a patent. An individual who has actual knowledge of a patent which the individual believes contains [Essential Claim\(s\)](#) must disclose the information in accordance with [section 6 of the W3C Patent Policy](#).

This document is governed by the [1 February 2018 W3C Process Document](#).

Introduction

This section is non-normative.

0.1 Background on WCAG 2 [§](#)

Web Content Accessibility Guidelines (WCAG) 2.1 defines how to make Web content more accessible to people with disabilities. Accessibility involves a wide range of disabilities, including visual, auditory, physical, speech, cognitive, language, learning, and neurological disabilities. Although these guidelines cover a wide range of issues, they are not able to address the needs of people with all types, degrees, and combinations of disability. These guidelines also make Web content more usable by older individuals with changing abilities due to aging and often improve usability for users in general.

WCAG 2.1 is developed through the [W3C process](#) in cooperation with individuals and organizations around the world, with a goal of providing a shared standard for Web content accessibility that meets the needs of individuals, organizations, and governments internationally. WCAG 2.1 builds on WCAG 2.0 [[WCAG20](#)], which in turn built on WCAG 1.0 [[WAI-WEBCONTENT](#)] and is designed to apply broadly to different Web technologies now and in the future, and to be testable with a combination of automated testing and human evaluation. For an introduction to WCAG, see the [Web Content Accessibility Guidelines \(WCAG\) Overview](#).

Significant challenges were encountered in defining additional criteria to address cognitive, language, and learning disabilities, including a short timeline for development as well as challenges in reaching consensus on testability, implementability, and international considerations of proposals. Work will carry on in this area in future versions of WCAG. We encourage authors to refer to our supplemental guidance on [improving inclusion for people with disabilities, including learning and cognitive disabilities, people with low-vision, and more](#).

Web accessibility depends not only on accessible content but also on accessible Web browsers and other user agents. Authoring tools also have an important role in Web accessibility. For an overview of how these components of Web development and interaction work together, see:

- [Essential Components of Web Accessibility](#)
- [User Agent Accessibility Guidelines \(UAAG\) Overview](#)
- [Authoring Tool Accessibility Guidelines \(ATAG\) Overview](#)

0.2 WCAG 2 Layers of Guidance §

The individuals and organizations that use WCAG vary widely and include Web designers and developers, policy makers, purchasing agents, teachers, and students. In order to meet the varying needs of this audience, several layers of guidance are provided including overall *principles*, general *guidelines*, testable *success criteria* and a rich collection of *sufficient techniques*, *advisory techniques*, and *documented common failures* with examples, resource links and code.

- **Principles** - At the top are four principles that provide the foundation for Web accessibility: *perceivable*, *operable*, *understandable*, and *robust*. See also [Understanding the Four Principles of Accessibility](#).
- **Guidelines** - Under the principles are guidelines. The 13 guidelines provide the basic goals that authors should work toward in order to make content more accessible to users with different disabilities. The guidelines are not testable, but provide the framework and overall objectives to help authors understand the success criteria and better implement the techniques.
- **Success Criteria** - For each guideline, testable success criteria are provided to allow WCAG 2.0 to be used where requirements and conformance testing are necessary such as in design specification, purchasing, regulation, and contractual agreements. In order to meet the needs of different groups and different situations, three levels of conformance are defined: A (lowest), AA, and AAA (highest). Additional information on WCAG levels can be found in [Understanding Levels of Conformance](#).
- **Sufficient and Advisory Techniques** - For each of the *guidelines* and *success criteria* in the WCAG 2.0 document itself, the working group has also documented a wide variety of *techniques*. The techniques are informative and fall into two categories: those that are *sufficient* for meeting the success criteria and those that are *advisory*. The advisory techniques go beyond what is required by the individual success criteria and allow authors to better address the guidelines. Some advisory techniques address accessibility barriers that are not covered by the testable success criteria. Where common failures are known, these are also documented. See also [Sufficient and Advisory Techniques in Understanding WCAG 2.0](#).

All of these layers of guidance (principles, guidelines, success criteria, and sufficient and advisory techniques) work together to provide guidance on how to make content more accessible. Authors are encouraged to view and apply all layers that they are able to, including the advisory techniques, in order to best address the needs of the widest possible range of users.

Note that even content that conforms at the highest level (AAA) will not be accessible to individuals with all types, degrees, or combinations of disability, particularly in the cognitive language and learning areas. Authors are encouraged to consider the full range of techniques, including the advisory techniques, as well as to seek relevant advice about current best practice to ensure that Web content is accessible, as far as possible, to this community. [Metadata](#) may assist users in finding content most suitable for their needs.

0.3 WCAG 2.1 Supporting Documents [§](#)

The WCAG 2.0 document is designed to meet the needs of those who need a stable, referenceable technical standard. Other documents, called supporting documents, are based on the WCAG 2.0 document and address other important purposes, including the ability to be updated to describe how WCAG would be applied with new technologies. Supporting documents include:

1. [How to Meet WCAG 2.1](#) - A customizable quick reference to WCAG 2.1 that includes all of the guidelines, success criteria, and techniques for authors to use as they are developing and evaluating Web content. This includes content from WCAG 2.0 and WCAG 2.1 and can be filtered in many ways to help authors focus on relevant content.
2. [Understanding WCAG 2.1](#) - A guide to understanding and implementing WCAG 2.1. There is a short "Understanding" document for each guideline and success criterion in WCAG 2.1 as well as key topics.
3. [Techniques for WCAG 2.1](#) - A collection of techniques and common failures, each in a separate document that includes a description, examples, code and tests.
4. [The WCAG Documents](#) - A diagram and description of how the technical documents are related and linked.

See [Web Content Accessibility Guidelines \(WCAG\) Overview](#) for a description of the WCAG 2.0 supporting material, including education resources related to WCAG 2. Additional resources covering topics such as the business case for Web accessibility, planning implementation to improve the accessibility of Web sites, and accessibility policies are listed in [WAI Resources](#).

0.4 Requirements for WCAG 2.1 [§](#)

WCAG 2.1 meets a set of [requirements for WCAG 2.1](#) which, in turn, inherit requirements from WCAG 2.0. Requirements structure the overall framework of guidelines and ensure backwards compatibility. The Working Group also used a less formal set of acceptance criteria for success criteria, to help ensure success criteria are similar in style and quality to those in WCAG 2.0. These requirements constrained what could be included in WCAG 2.1. This constraint was important to preserve its nature as a dot-release of WCAG 2.

0.5 Comparison with WCAG 2.0 [§](#)

WCAG 2.1 was initiated with the goal to improve accessibility guidance for three major groups: users with cognitive or learning disabilities, users with low vision, and users with disabilities on mobile devices. Many ways to meet these needs were proposed and evaluated, and a set of these were refined by the Working Group. Structural requirements inherited from WCAG 2.0, clarity and impact of proposals, and timeline led to the final set of success criteria included in this version. The Working Group considers that WCAG 2.1 incrementally advances web content accessibility guidance for all these areas, but underscores that not all user needs are met by these guidelines.

WCAG 2.1 builds on and is backwards compatible with WCAG 2.0, meaning web pages that conform to WCAG 2.1 also conform to WCAG 2.0. Authors that are required by policy to conform with WCAG 2.0 will be able to update content to WCAG 2.1 without losing conformance with WCAG 2.0. Authors following both sets of guidelines should be aware of the following differences:

0.5.1 New Features in WCAG 2.1 [§](#)

WCAG 2.1 extends WCAG 2.0 by adding new success criteria, definitions to support them, guidelines to organize the additions, and a couple additions to the conformance section. This additive approach helps to make it clear that sites which conform to WCAG 2.1 also conform to WCAG 2.0, thereby meeting conformance obligations that are specific to WCAG 2.0. The Accessibility Guidelines Working Group recommends that sites adopt WCAG 2.1 as their new conformance target, even if formal obligations mention WCAG 2.0, to provide improved accessibility and to anticipate future policy changes.

The following Success Criteria are new in WCAG 2.1:

- 1.3.4 [Orientation](#) (AA)
- 1.3.5 [Identify Input Purpose](#) (AA)
- 1.3.6 [Identify Purpose](#) (AAA)

- 1.4.10 [Reflow](#) (AA)
- 1.4.11 [Non-Text Contrast](#) (AA)
- 1.4.12 [Text Spacing](#) (AA)
- 1.4.13 [Content on Hover or Focus](#) (AA)
- 2.1.4 [Character Key Shortcuts](#) (A)
- 2.2.6 [Timeouts](#) (AAA)
- 2.3.3 [Animation from Interactions](#) (AAA)
- 2.5.1 [Pointer Gestures](#) (A)
- 2.5.2 [Pointer Cancellation](#) (A)
- 2.5.3 [Label in Name](#) (A)
- 2.5.4 [Motion Actuation](#) (A)
- 2.5.5 [Target Size](#) (AAA)
- 2.5.6 [Concurrent Input Mechanisms](#) (AAA)
- 4.1.3 [Status Messages](#) (AA)

Many of these success criteria reference new terms that have also been added to the glossary and form part of the normative requirements of the success criteria.

In the Conformance section, a third note about page variants has been added to [Full Pages](#), and an option for machine-readable metadata added to [Optional Components of a Conformance Claim](#).

0.5.2 Numbering in WCAG 2.1 §

In order to avoid confusion for implementers for whom backwards compatibility to WCAG 2.0 is important, new success criteria in WCAG 2.1 have been appended to the end of the set of success criteria within their guideline. This avoids the need to change the section number of success criteria from WCAG 2.0, which would be caused by inserting new success criteria between existing success criteria in the guideline, but it means success criteria in each guideline are no longer grouped by conformance level. The order of success criteria within each guideline does not imply information about conformance level; only the conformance level indicator (A / AA / AAA) on the success criterion itself indicates this. The [WCAG 2.1 Quick Reference](#) provides ways to view success criteria grouped by conformance level, along with many other filter and sort options.

0.5.3 Conformance to WCAG 2.1 §

WCAG 2.1 uses the same conformance model as WCAG 2.0 with a couple additions, which is described in the [Conformance](#) section. It is intended that sites that conform to WCAG 2.1 also conform to WCAG 2.0, which means they meet the requirements of any policies that reference WCAG 2.0, while also better meeting the needs of users on the current Web.

0.6 Later Versions of Accessibility Guidelines §

In parallel with WCAG 2.1, the Accessibility Guidelines Working Group is developing another major version of accessibility guidelines. The result of this work is expected to be a more substantial restructuring of web accessibility guidance than would be realistic for dot-releases of WCAG 2. The work follows a research-focused, user-centered design methodology to produce the most effective and flexible outcome, including the roles of content authoring, user agent support, and authoring tool support. This is a multi-year effort, so WCAG 2.1 is needed as an interim measure to provide updated web accessibility guidance to reflect changes on the web since the publication of WCAG 2.0. The Working Group might also develop additional interim versions, continuing with WCAG 2.2, on a similar short timeline to provide additional support while the major version is completed.

1. Perceivable §

Information and user interface components must be presentable to users in ways they can perceive.

Guideline 1.1 Text Alternatives §

Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.

Success Criterion 1.1.1 Non-text Content §

[Understanding Non-text Content](#) |

[How to Meet Non-text Content](#)

(Level A)

All [non-text content](#) that is presented to the user has a [text alternative](#) that serves the equivalent purpose, except for the situations listed below.

Controls, Input

If non-text content is a control or accepts user input, then it has a [name](#) that describes its purpose. (Refer to [Success Criterion 4.1.2](#) for additional requirements for controls and content that accepts user input.)

Time-Based Media

If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to [Guideline 1.2](#) for additional requirements for media.)

Test

If non-text content is a test or exercise that would be invalid if presented in [text](#), then text alternatives at least provide descriptive identification of the non-text content.

Sensory

If non-text content is primarily intended to create a [specific sensory experience](#), then text alternatives at least provide descriptive identification of the non-text content.

[CAPTCHA](#)

If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.

Decoration, Formatting, Invisible

If non-text content is [pure decoration](#), is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by [assistive technology](#).

Guideline 1.2 Time-based Media[§](#)

Provide alternatives for time-based media.

Success Criterion 1.2.1 Audio-only and Video-only (Prerecorded) [§](#)

[Understanding Audio-only and Video-only \(Prerecorded\)](#) |

[How to Meet Audio-only and Video-only \(Prerecorded\)](#)

(Level A)

For [prerecorded audio-only](#) and prerecorded [video-only](#) media, the following are true, except when the audio or video is a [media alternative for text](#) and is clearly labeled as such:

Prerecorded Audio-only

An [alternative for time-based media](#) is provided that presents equivalent information for prerecorded audio-only content.

Prerecorded Video-only

Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.

Success Criterion 1.2.2 Captions (Prerecorded) §

[Understanding Captions \(Prerecorded\)](#) |

[How to Meet Captions \(Prerecorded\)](#)

(Level A)

[Captions](#) are provided for all [prerecorded audio](#) content in [synchronized media](#), except when the media is a [media alternative for text](#) and is clearly labeled as such.

Success Criterion 1.2.3 Audio Description or Media Alternative (Prerecorded) §

[Understanding Audio Description or Media Alternative \(Prerecorded\)](#) |

[How to Meet Audio Description or Media Alternative \(Prerecorded\)](#)

(Level A)

An [alternative for time-based media](#) or [audio description](#) of the [prerecorded video](#) content is provided for [synchronized media](#), except when the media is a [media alternative for text](#) and is clearly labeled as such.

Success Criterion 1.2.4 Captions (Live) §

[Understanding Captions \(Live\)](#) |

[How to Meet Captions \(Live\)](#)

(Level AA)

[Captions](#) are provided for all [live audio](#) content in [synchronized media](#).

Success Criterion 1.2.5 Audio Description (Prerecorded) §

[Understanding Audio Description \(Prerecorded\)](#) |

[How to Meet Audio Description \(Prerecorded\)](#)

(Level AA)

[Audio description](#) is provided for all [prerecorded video](#) content in [synchronized media](#).

Success Criterion 1.2.6 Sign Language (Prerecorded) §

[Understanding Sign Language \(Prerecorded\)](#) |

[How to Meet Sign Language \(Prerecorded\)](#)

(Level AAA)

[Sign language interpretation](#) is provided for all [prerecorded audio](#) content in [synchronized media](#).

Success Criterion 1.2.7 Extended Audio Description (Prerecorded) §

[Understanding Extended Audio Description \(Prerecorded\)](#) |

[How to Meet Extended Audio Description \(Prerecorded\)](#)

(Level AAA)

Where pauses in foreground audio are insufficient to allow [audio descriptions](#) to convey the sense of the video, [extended audio description](#) is provided for all [prerecorded video](#) content in [synchronized media](#).

Success Criterion 1.2.8 Media Alternative (Prerecorded) §

[Understanding Media Alternative \(Prerecorded\)](#) |

[How to Meet Media Alternative \(Prerecorded\)](#)

(Level AAA)

An [alternative for time-based media](#) is provided for all [prerecorded synchronized media](#) and for all prerecorded [video-only](#) media.

Success Criterion 1.2.9 Audio-only (Live) §

[Understanding Audio-only \(Live\)](#) |

[How to Meet Audio-only \(Live\)](#)

(Level AAA)

An [alternative for time-based media](#) that presents equivalent information for [live audio-only](#) content is provided.

Guideline 1.3 Adaptable §

Create content that can be presented in different ways (for example simpler layout) without losing information or structure.

Success Criterion 1.3.1 Info and Relationships §

[Understanding Info and Relationships](#) |

[How to Meet Info and Relationships](#)

(Level A)

Information, [structure](#), and [relationships](#) conveyed through [presentation](#) can be [programmatically determined](#) or are available in text.

Success Criterion 1.3.2 Meaningful Sequence §

[Understanding Meaningful Sequence](#) |

[How to Meet Meaningful Sequence](#)

(Level A)

When the sequence in which content is presented affects its meaning, a [correct reading sequence](#) can be [programmatically determined](#).

Success Criterion 1.3.3 Sensory Characteristics §

[Understanding Sensory Characteristics](#) |

[How to Meet Sensory Characteristics](#)

(Level A)

Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound.

Note

For requirements related to color, refer to [Guideline 1.4](#).

Success Criterion 1.3.4 Orientation §

[Understanding Orientation](#) |

[How to Meet Orientation](#)

(Level AA)

Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is [essential](#).

Note

Examples where a particular display orientation may be essential are a bank check, a piano application, slides for a projector or television, or virtual reality content where binary display orientation is not applicable.

Success Criterion 1.3.5 Identify Input Purpose §

[Understanding Identify Input Purpose](#) |

[How to Meet Identify Input Purpose](#)

(Level AA)

The purpose of each input field collecting information about the user can be [programmatically determined](#) when:

- The input field serves a purpose identified in the [Input Purposes for User Interface Components section](#); and
- The content is implemented using technologies with support for identifying the expected meaning for form input data.

Success Criterion 1.3.6 Identify Purpose §

[Understanding Identify Purpose](#) |

[How to Meet Identify Purpose](#)

(Level AAA)

In content implemented using markup languages, the purpose of [User Interface Components](#), icons, and [regions](#) can be [programmatically determined](#).

Guideline 1.4 Distinguishable §

Make it easier for users to see and hear content including separating foreground from background.

Success Criterion 1.4.1 Use of Color §

[Understanding Use of Color](#) |

[How to Meet Use of Color](#)

(Level A)

Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

Note

This success criterion addresses color perception specifically. Other forms of perception are covered in [Guideline 1.3](#) including programmatic access to color and other visual presentation coding.

Success Criterion 1.4.2 Audio Control §

[Understanding Audio Control](#) |

[How to Meet Audio Control](#)

(Level A)

If any audio on a Web page plays automatically for more than 3 seconds, either a [mechanism](#) is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.

Note

Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See [Conformance Requirement 5: Non-Interference](#).

Success Criterion 1.4.3 Contrast (Minimum) §

[Understanding Contrast \(Minimum\)](#) |

[How to Meet Contrast \(Minimum\)](#)

(Level AA)

The visual presentation of [text](#) and [images of text](#) has a [contrast ratio](#) of at least 4.5:1, except for the following:

Large Text

[Large-scale](#) text and images of large-scale text have a contrast ratio of at least 3:1;

Incidental

Text or images of text that are part of an inactive [user interface component](#), that are [pure decoration](#), that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.

Logotypes

Text that is part of a logo or brand name has no contrast requirement.

Success Criterion 1.4.4 Resize text §

[Understanding Resize text](#) |

[How to Meet Resize text](#)

(Level AA)

Except for [captions](#) and [images of text](#), [text](#) can be resized without [assistive technology](#) up to 200 percent without loss of content or functionality.

Success Criterion 1.4.5 Images of Text §

[Understanding Images of Text](#) |

[How to Meet Images of Text](#)

(Level AA)

If the technologies being used can achieve the visual presentation, [text](#) is used to convey information rather than [images of text](#) except for the following:

Customizable

The image of text can be [visually customized](#) to the user's requirements;

Essential

A particular presentation of text is [essential](#) to the information being conveyed.

Note

Logotypes (text that is part of a logo or brand name) are considered essential.

Success Criterion 1.4.6 Contrast (Enhanced) §

[Understanding Contrast \(Enhanced\)](#) |

[How to Meet Contrast \(Enhanced\)](#)

(Level AAA)

The visual presentation of [text](#) and [images of text](#) has a [contrast ratio](#) of at least 7:1, except for the following:

Large Text

[Large-scale](#) text and images of large-scale text have a contrast ratio of at least 4.5:1;

Incidental

Text or images of text that are part of an inactive [user interface component](#), that are [pure decoration](#), that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.

Logotypes

Text that is part of a logo or brand name has no contrast requirement.

Success Criterion 1.4.7 Low or No Background Audio §

[Understanding Low or No Background Audio](#) |

[How to Meet Low or No Background Audio](#)

(Level AAA)

For [prerecorded audio-only](#) content that (1) contains primarily speech in the foreground, (2) is not an audio [CAPTCHA](#) or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true:

No Background

The audio does not contain background sounds.

Turn Off

The background sounds can be turned off.

20 dB

The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds.

Note

Per the definition of "decibel," background sound that meets this requirement will be approximately four times quieter than the foreground speech content.

Success Criterion 1.4.8 Visual Presentation §

[Understanding Visual Presentation](#) |

[How to Meet Visual Presentation](#)

(Level AAA)

For the visual presentation of [blocks of text](#), a [mechanism](#) is available to achieve the following:

- Foreground and background colors can be selected by the user.
- Width is no more than 80 characters or glyphs (40 if CJK).
- Text is not justified (aligned to both the left and the right margins).
- Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing.
- Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text [on a full-screen window](#).

Success Criterion 1.4.9 Images of Text (No Exception) §

[Understanding Images of Text \(No Exception\)](#) |

[How to Meet Images of Text \(No Exception\)](#)

(Level AAA)

[Images of text](#) are only used for [pure decoration](#) or where a particular presentation of [text](#) is [essential](#) to the information being conveyed.

Note

Logotypes (text that is part of a logo or brand name) are considered essential.

Success Criterion 1.4.10 Reflow §

[Understanding Reflow](#) |

[How to Meet Reflow](#)

(Level AA)

Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:

- Vertical scrolling content at a width equivalent to 320 [CSS pixels](#);
- Horizontal scrolling content at a height equivalent to 256 [CSS pixels](#).

Except for parts of the content which require two-dimensional layout for usage or meaning.

Note

Note: 320 CSS pixels is equivalent to a starting viewport width of 1280 CSS pixels wide at 400% zoom. For web content which are designed to scroll horizontally (e.g. with vertical text), the 256 CSS pixels is equivalent to a starting viewport height of 1024px at 400% zoom.

Note

Examples of content which require two-dimensional layout are images, maps, diagrams, video, games, presentations, data tables, and interfaces where it is necessary to keep toolbars in view while manipulating content.

Success Criterion 1.4.11 Non-text Contrast §

[Understanding Non-text Contrast](#) |

[How to Meet Non-text Contrast](#)

(Level AA)

The visual [presentation](#) of the following have a [contrast ratio](#) of at least 3:1 against adjacent color(s):

User Interface Components

Visual information required to identify [user interface components](#) and [states](#), except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;

Graphical Objects

Parts of graphics required to understand the content, except when a particular presentation of graphics is [essential](#) to the information being conveyed.

Success Criterion 1.4.12 Text Spacing §

[Understanding Text Spacing](#) |

[How to Meet Text Spacing](#)

(Level AA)

In content implemented using markup languages that support the following [text style properties](#), no loss of content or functionality occurs by setting all of the following and by changing no other style property:

- Line height (line spacing) to at least 1.5 times the font size;
- Spacing following paragraphs to at least 2 times the font size;
- Letter spacing (tracking) to at least 0.12 times the font size;
- Word spacing to at least 0.16 times the font size.

Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.

Success Criterion 1.4.13 Content on Hover or Focus [§](#)

[Understanding Content on Hover or Focus](#) |

[How to Meet Content on Hover or Focus](#)

(Level AA)

Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:

Dismissable

A [mechanism](#) is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an [input error](#) or does not obscure or replace other content;

Hoverable

If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;

Persistent

The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid.

Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.

Note

Examples of additional content controlled by the user agent include browser tooltips created through use of the HTML [title attribute](#).

Note

Custom tooltips, sub-menus, and other nonmodal popups that display on hover and focus are examples of additional content covered by this criterion.

2. Operable §

User interface components and navigation must be operable.

Guideline 2.1 Keyboard Accessible §

Make all functionality available from a keyboard.

Success Criterion 2.1.1 Keyboard §

[Understanding Keyboard](#) |

[How to Meet Keyboard](#)

(Level A)

All [functionality](#) of the content is operable through a [keyboard interface](#) without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.

Note

This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not.

Note

This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.

Success Criterion 2.1.2 No Keyboard Trap §

[Understanding No Keyboard Trap](#) |

[How to Meet No Keyboard Trap](#)

(Level A)

If keyboard focus can be moved to a component of the page using a [keyboard interface](#), then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away.

Note

Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See [Conformance Requirement 5: Non-Interference](#).

Success Criterion 2.1.3 Keyboard (No Exception) §

[Understanding Keyboard \(No Exception\)](#) |

[How to Meet Keyboard \(No Exception\)](#)

(Level AAA)

All [functionality](#) of the content is operable through a [keyboard interface](#) without requiring specific timings for individual keystrokes.

Success Criterion 2.1.4 Character Key Shortcuts §

[Understanding Character Key Shortcuts](#) |

[How to Meet Character Key Shortcuts](#)

(Level A)

If a [keyboard shortcut](#) is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:

Turn off

A [mechanism](#) is available to turn the shortcut off;

Remap

A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc);

Active only on focus

The keyboard shortcut for a [user interface component](#) is only active when that component has focus.

Guideline 2.2 Enough Time §

Provide users enough time to read and use content.

Success Criterion 2.2.1 Timing Adjustable §

[Understanding Timing Adjustable](#) |

[How to Meet Timing Adjustable](#)

(Level A)

For each time limit that is set by the content, at least one of the following is true:

Turn off

The user is allowed to turn off the time limit before encountering it; or

Adjust

The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or

Extend

The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or

Real-time Exception

The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or

Essential Exception

The time limit is [essential](#) and extending it would invalidate the activity; or

20 Hour Exception

The time limit is longer than 20 hours.

Note

This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with [Success Criterion 3.2.1](#), which puts limits on changes of content or context as a result of user action.

Success Criterion 2.2.2 Pause, Stop, Hide §

[Understanding Pause, Stop, Hide](#) |

[How to Meet Pause, Stop, Hide](#)

(Level A)

For moving, [blinking](#), scrolling, or auto-updating information, all of the following are true:

Moving, blinking, scrolling

For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to [pause](#), stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is [essential](#); and

Auto-updating

For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.

Note

For requirements related to flickering or flashing content, refer to [Guideline 2.3](#).

Note

Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See [Conformance Requirement 5: Non-Interference](#).

Note

Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.

Note

An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.

Success Criterion 2.2.3 No Timing §

[Understanding No Timing](#) |

[How to Meet No Timing](#)

(Level AAA)

Timing is not an [essential](#) part of the event or activity presented by the content, except for non-interactive [synchronized media](#) and [real-time events](#).

Success Criterion 2.2.4 Interruptions §

[Understanding Interruptions](#) |

[How to Meet Interruptions](#)

(Level AAA)

Interruptions can be postponed or suppressed by the user, except interruptions involving an [emergency](#).

Success Criterion 2.2.5 Re-authenticating §

[Understanding Re-authenticating](#) |

[How to Meet Re-authenticating](#)

(Level AAA)

When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating.

Success Criterion 2.2.6 Timeouts §

[Understanding Timeouts](#) |

[How to Meet Timeouts](#)

(Level AAA)

Users are warned of the duration of any [user inactivity](#) that could cause data loss, unless the data is preserved for more than 20 hours when the user does not take any actions.

Note

Privacy regulations may require explicit user consent before user identification has been authenticated and before user data is preserved. In cases where the user is a minor, explicit consent may not be solicited in most jurisdictions, countries or regions. Consultation with privacy professionals and legal counsel is advised when considering data preservation as an approach to satisfy this success criterion.

Guideline 2.3 Seizures and Physical Reactions [§](#)

Do not design content in a way that is known to cause seizures or physical reactions.

Success Criterion 2.3.1 Three Flashes or Below Threshold [§](#)

[Understanding Three Flashes or Below Threshold](#) |

[How to Meet Three Flashes or Below Threshold](#)

(Level A)

[Web pages](#) do not contain anything that flashes more than three times in any one second period, or the [flash](#) is below the [general flash and red flash thresholds](#).

Note

Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See [Conformance Requirement 5: Non-Interference](#).

Success Criterion 2.3.2 Three Flashes [§](#)

[Understanding Three Flashes](#) |

[How to Meet Three Flashes](#)

(Level AAA)

[Web pages](#) do not contain anything that [flashes](#) more than three times in any one second period.

Success Criterion 2.3.3 Animation from Interactions [§](#)

[Understanding Animation from Interactions](#) |

[How to Meet Animation from Interactions](#)

(Level AAA)

[Motion animation](#) triggered by interaction can be disabled, unless the animation is [essential](#) to the functionality or the information being conveyed.

Guideline 2.4 Navigable [§](#)

Provide ways to help users navigate, find content, and determine where they are.

Success Criterion 2.4.1 Bypass Blocks §

[Understanding Bypass Blocks](#) |

[How to Meet Bypass Blocks](#)

(Level A)

A [mechanism](#) is available to bypass blocks of content that are repeated on multiple [Web pages](#).

Success Criterion 2.4.2 Page Titled §

[Understanding Page Titled](#) |

[How to Meet Page Titled](#)

(Level A)

[Web pages](#) have titles that describe topic or purpose.

Success Criterion 2.4.3 Focus Order §

[Understanding Focus Order](#) |

[How to Meet Focus Order](#)

(Level A)

If a [Web page](#) can be [navigated sequentially](#) and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.

Success Criterion 2.4.4 Link Purpose (In Context) §

[Understanding Link Purpose \(In Context\)](#) |

[How to Meet Link Purpose \(In Context\)](#)

(Level A)

The [purpose of each link](#) can be determined from the link text alone or from the link text together with its [programmatically determined link context](#), except where the purpose of the link would be [ambiguous to users in general](#).

Success Criterion 2.4.5 Multiple Ways §

[Understanding Multiple Ways](#) |

[How to Meet Multiple Ways](#)

(Level AA)

More than one way is available to locate a [Web page](#) within a [set of Web pages](#) except where the Web Page is the result of, or a step in, a [process](#).

Success Criterion 2.4.6 Headings and Labels §

[Understanding Headings and Labels](#) |

[How to Meet Headings and Labels](#)

(Level AA)

Headings and [labels](#) describe topic or purpose.

Success Criterion 2.4.7 Focus Visible §

[Understanding Focus Visible](#) |

[How to Meet Focus Visible](#)

(Level AA)

Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.

Success Criterion 2.4.8 Location §

[Understanding Location](#) |

[How to Meet Location](#)

(Level AAA)

Information about the user's location within a [set of Web pages](#) is available.

Success Criterion 2.4.9 Link Purpose (Link Only) §

[Understanding Link Purpose \(Link Only\)](#) |

[How to Meet Link Purpose \(Link Only\)](#)

(Level AAA)

A [mechanism](#) is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be [ambiguous to users in general](#).

Success Criterion 2.4.10 Section Headings §

[Understanding Section Headings](#) |

[How to Meet Section Headings](#)

(Level AAA)

[Section](#) headings are used to organize the content.

Note

"Heading" is used in its general sense and includes titles and other ways to add a heading to different types of content.

Note

This success criterion covers sections within writing, not [user interface components](#). User Interface components are covered under [Success Criterion 4.1.2](#).

Guideline 2.5 Input Modalities §

Make it easier for users to operate functionality through various inputs beyond keyboard.

Success Criterion 2.5.1 Pointer Gestures §

[Understanding Pointer Gestures](#) |

[How to Meet Pointer Gestures](#)

(Level A)

All [functionality](#) that uses multipoint or path-based gestures for operation can be operated with a [single pointer](#) without a path-based gesture, unless a multipoint or path-based gesture is [essential](#).

Note

This requirement applies to web content that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).

Success Criterion 2.5.2 Pointer Cancellation §

[Understanding Pointer Cancellation](#) |

[How to Meet Pointer Cancellation](#)

(Level A)

For [functionality](#) that can be operated using a [single pointer](#), at least one of the following is true:

No Down-Event

The [down-event](#) of the pointer is not used to execute any part of the function;

Abort or Undo

Completion of the function is on the [up-event](#), and a [mechanism](#) is available to abort the function before completion or to undo the function after completion;

Up Reversal

The up-event reverses any outcome of the preceding down-event;

Essential

Completing the function on the down-event is [essential](#).

Note

Functions that emulate a keyboard or numeric keypad key press are considered essential.

Note

This requirement applies to web content that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).

Success Criterion 2.5.3 Label in Name §

[Understanding Label in Name](#) |

[How to Meet Label in Name](#)

(Level A)

For [user interface components](#) with [labels](#) that include [text](#) or [images of text](#), the [name](#) contains the text that is presented visually.

Note

A best practice is to have the text of the label at the start of the name.

Success Criterion 2.5.4 Motion Actuation §

[Understanding Motion Actuation](#) |

[How to Meet Motion Actuation](#)

(Level A)

[Functionality](#) that can be operated by device motion or user motion can also be operated by [user interface components](#) and responding to the motion can be disabled to prevent accidental actuation, except when:

Supported Interface

The motion is used to operate functionality through an [accessibility supported](#) interface;

Essential

The motion is [essential](#) for the function and doing so would invalidate the activity.

Success Criterion 2.5.5 Target Size §

[Understanding Target Size](#) |

[How to Meet Target Size](#)

(Level AAA)

The size of the [target](#) for [pointer inputs](#) is at least 44 by 44 [CSS pixels](#) except when:

Equivalent

The target is available through an equivalent link or control on the same page that is at least 44 by 44 CSS pixels;

Inline

The target is in a sentence or block of text;

User Agent Control

The size of the target is determined by the user agent and is not modified by the author;

Essential

A particular presentation of the target is [essential](#) to the information being conveyed.

Success Criterion 2.5.6 Concurrent Input Mechanisms §

[Understanding Concurrent Input Mechanisms](#) |

[How to Meet Concurrent Input Mechanisms](#)

(Level AAA)

Web content does not restrict use of input modalities available on a platform except where the restriction is [essential](#), required to ensure the security of the content, or required to respect user settings.

3. Understandable §

Information and the operation of user interface must be understandable.

Guideline 3.1 Readable §

Make text content readable and understandable.

Success Criterion 3.1.1 Language of Page §

[Understanding Language of Page](#) |

[How to Meet Language of Page](#)

(Level A)

The default [human language](#) of each [Web page](#) can be [programmatically determined](#).

Success Criterion 3.1.2 Language of Parts §

[Understanding Language of Parts](#) |

[How to Meet Language of Parts](#)

(Level AA)

The [human language](#) of each passage or phrase in the content can be [programmatically determined](#) except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.

Success Criterion 3.1.3 Unusual Words §

[Understanding Unusual Words](#) |

[How to Meet Unusual Words](#)

(Level AAA)

A [mechanism](#) is available for identifying specific definitions of words or phrases [used in an unusual or restricted way](#), including [idioms](#) and [jargon](#).

Success Criterion 3.1.4 Abbreviations §

[Understanding Abbreviations](#) |

[How to Meet Abbreviations](#)

(Level AAA)

A [mechanism](#) for identifying the expanded form or meaning of [abbreviations](#) is available.

Success Criterion 3.1.5 Reading Level §

[Understanding Reading Level](#) |

[How to Meet Reading Level](#)

(Level AAA)

When text requires reading ability more advanced than the [lower secondary education level](#) after removal of proper names and titles, [supplemental content](#), or a version that does not require reading ability more advanced than the lower secondary education level, is available.

Success Criterion 3.1.6 Pronunciation §

[Understanding Pronunciation](#) |

[How to Meet Pronunciation](#)

(Level AAA)

A [mechanism](#) is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation.

Guideline 3.2 Predictable §

Make Web pages appear and operate in predictable ways.

Success Criterion 3.2.1 On Focus §

[Understanding On Focus](#) |

[How to Meet On Focus](#)

(Level A)

When any [user interface component](#) receives focus, it does not initiate a [change of context](#).

Success Criterion 3.2.2 On Input §

[Understanding On Input](#) |

[How to Meet On Input](#)

(Level A)

Changing the setting of any [user interface component](#) does not automatically cause a [change of context](#) unless the user has been advised of the behavior before using the component.

Success Criterion 3.2.3 Consistent Navigation §

[Understanding Consistent Navigation](#) |

[How to Meet Consistent Navigation](#)

(Level AA)

Navigational mechanisms that are repeated on multiple [Web pages](#) within a [set of Web pages](#) occur in the [same relative order](#) each time they are repeated, unless a change is initiated by the user.

Success Criterion 3.2.4 Consistent Identification §

[Understanding Consistent Identification](#) |

[How to Meet Consistent Identification](#)

(Level AA)

Components that have the [same functionality](#) within a [set of Web pages](#) are identified consistently.

Success Criterion 3.2.5 Change on Request §

[Understanding Change on Request](#) |

[How to Meet Change on Request](#)

(Level AAA)

[Changes of context](#) are initiated only by user request or a [mechanism](#) is available to turn off such changes.

Guideline 3.3 Input Assistance §

Help users avoid and correct mistakes.

Success Criterion 3.3.1 Error Identification §

[Understanding Error Identification](#) |

[How to Meet Error Identification](#)

(Level A)

If an [input error](#) is automatically detected, the item that is in error is identified and the error is described to the user in text.

Success Criterion 3.3.2 Labels or Instructions §

[Understanding Labels or Instructions](#) |

[How to Meet Labels or Instructions](#)

(Level A)

[Labels](#) or instructions are provided when content requires user input.

Success Criterion 3.3.3 Error Suggestion §

[Understanding Error Suggestion](#) |

[How to Meet Error Suggestion](#)

(Level AA)

If an [input error](#) is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.

Success Criterion 3.3.4 Error Prevention (Legal, Financial, Data) §

[Understanding Error Prevention \(Legal, Financial, Data\)](#) |

[How to Meet Error Prevention \(Legal, Financial, Data\)](#)

(Level AA)

For [Web pages](#) that cause [legal commitments](#) or financial transactions for the user to occur, that modify or delete [user-controllable](#) data in data storage systems, or that submit user test responses, at least one of the following is true:

Reversible

Submissions are reversible.

Checked

Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.

Confirmed

A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.

Success Criterion 3.3.5 Help §

[Understanding Help](#) |

[How to Meet Help](#)

(Level AAA)

[Context-sensitive help](#) is available.

Success Criterion 3.3.6 Error Prevention (All) §

[Understanding Error Prevention \(All\)](#) |

[How to Meet Error Prevention \(All\)](#)

(Level AAA)

For [Web pages](#) that require the user to submit information, at least one of the following is true:

Reversible

Submissions are reversible.

Checked

Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.

Confirmed

A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.

4. Robust §

Content must be robust enough that it can be interpreted by by a wide variety of user agents, including assistive technologies.

Guideline 4.1 Compatible [§](#)

Maximize compatibility with current and future user agents, including assistive technologies.

Success Criterion 4.1.1 Parsing [§](#)

[Understanding Parsing](#) |

[How to Meet Parsing](#)

(Level A)

In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.

Note

Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.

Success Criterion 4.1.2 Name, Role, Value [§](#)

[Understanding Name, Role, Value](#) |

[How to Meet Name, Role, Value](#)

(Level A)

For all [user interface components](#) (including but not limited to: form elements, links and components generated by scripts), the [name](#) and [role](#) can be [programmatically determined](#); states, properties, and values that can be set by the user can be [programmatically set](#); and notification of changes to these items is available to [user agents](#), including [assistive technologies](#).

Note

This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.

Success Criterion 4.1.3 Status Messages §

[Understanding Status Messages](#) |

[How to Meet Status Messages](#)

(Level AA)

In content implemented using markup languages, [status messages](#) can be [programmatically determined](#) through [role](#) or properties such that they can be presented to the user by [assistive technologies](#) without receiving focus.

5. Conformance §

This section lists requirements for [conformance](#) to WCAG 2.1. It also gives information about how to make conformance claims, which are optional. Finally, it describes what it means to be [accessibility supported](#), since only accessibility-supported ways of using technologies can be [relied upon](#) for conformance. [Understanding Conformance](#) includes further explanation of the accessibility-supported concept.

5.1 Interpreting Normative Requirements §

The main content of WCAG 2.1 is [normative](#) and defines requirements that impact conformance claims. Introductory material, appendices, sections marked as "non-normative", diagrams, examples, and notes are [informative](#) (non-normative). Non-normative material provides advisory information to help interpret the guidelines but does not create requirements that impact a conformance claim.

The key words *MAY*, *MUST*, *MUST NOT*, *NOT RECOMMENDED*, *RECOMMENDED*, *SHOULD*, and *SHOULD NOT* are to be interpreted as described in [[RFC2119](#)].

5.2 Conformance Requirements §

In order for a Web page to conform to WCAG 2.1, all of the following conformance requirements must be satisfied:

5.2.1 Conformance Level §

One of the following levels of conformance is met in full.

- For Level A conformance (the minimum level of conformance), the [Web page satisfies](#) all the Level A Success Criteria, or a [conforming alternate version](#) is provided.
- For Level AA conformance, the Web page satisfies all the Level A and Level AA Success Criteria, or a Level AA conforming alternate version is provided.
- For Level AAA conformance, the Web page satisfies all the Level A, Level AA and Level AAA Success Criteria, or a Level AAA conforming alternate version is provided.

Note

Although conformance can only be achieved at the stated levels, authors are encouraged to report (in their claim) any progress toward meeting success criteria from all levels beyond the achieved level of conformance.

Note

It is not recommended that Level AAA conformance be required as a general policy for entire sites because it is not possible to satisfy all Level AAA Success Criteria for some content.

5.2.2 Full pages §

[Conformance](#) (and conformance level) is for full [Web page\(s\)](#) only, and cannot be achieved if part of a Web page is excluded.

Note

For the purpose of determining conformance, alternatives to part of a page's content are considered part of the page when the alternatives can be obtained directly from the page, e.g., a long description or an alternative presentation of a video.

Note

Authors of Web pages that cannot conform due to content outside of the author's control may consider a [Statement of Partial Conformance](#).

Note

New A full page includes each variation of the page that is automatically presented by the page for various screen sizes (e.g. variations in a responsive Web page). Each of these variations needs to conform (or needs to have a conforming alternate version) in order for the entire page to conform.

5.2.3 Complete processes §

When a [Web page](#) is one of a series of Web pages presenting a [process](#) (i.e., a sequence of steps that need to be completed in order to accomplish an activity), all Web pages in the process conform at the specified level or better. (Conformance is not possible at a particular level if any page in the process does not conform at that level or better.)

An online store has a series of pages that are used to select and purchase products. All pages in the series from start to finish (checkout) conform in order for any page that is part of the process to conform.

5.2.4 Only Accessibility-Supported Ways of Using Technologies §

Only [accessibility-supported](#) ways of using [technologies](#) are [relied upon](#) to satisfy the success criteria. Any information or functionality that is provided in a way that is not accessibility supported is also available in a way that is accessibility supported. (See [Understanding accessibility support](#).)

5.2.5 Non-Interference §

If [technologies](#) are used in a way that is not [accessibility supported](#), or if they are used in a non-conforming way, then they do not block the ability of users to access the rest of the page. In addition, the [Web page](#) as a whole continues to meet the conformance requirements under each of the following conditions:

1. when any technology that is not [relied upon](#) is turned on in a user agent,
2. when any technology that is not relied upon is turned off in a user agent, and
3. when any technology that is not relied upon is not supported by a user agent

In addition, the following success criteria apply to all content on the page, including content that is not otherwise relied upon to meet conformance, because failure to meet them could interfere with any use of the page:

- **1.4.2 - Audio Control,**
- **2.1.2 - No Keyboard Trap,**
- **2.3.1 - Three Flashes or Below Threshold,** and
- **2.2.2 - Pause, Stop, Hide.**

Note

If a page cannot conform (for example, a conformance test page or an example page), it cannot be included in the scope of conformance or in a conformance claim.

For more information, including examples, see [Understanding Conformance Requirements](#).

5.3 Conformance Claims (Optional) §

Conformance is defined only for [Web pages](#). However, a conformance claim may be made to cover one page, a series of pages, or multiple related Web pages.

5.3.1 Required Components of a Conformance Claim §

Conformance claims are **not required**. Authors can conform to WCAG 2.1 without making a claim. However, if a conformance claim is made, then the conformance claim **must** include the following information:

1. **Date** of the claim
2. **Guidelines title, version and URI** "Web Content Accessibility Guidelines 2.1 at <https://www.w3.org/TR/WCAG21/>" In WCAG 2.0 this was a dated URI, which may need to be adjusted when this becomes a Rec.
3. **Conformance level** satisfied: (Level A, AA or AAA)
4. **A concise description of the Web pages**, such as a list of URIs for which the claim is made, including whether subdomains are included in the claim.

Note

The Web pages may be described by list or by an expression that describes all of the URIs included in the claim.

Note

Web-based products that do not have a URI prior to installation on the customer's Web site may have a statement that the product would conform when installed.

5. A list of the [Web content technologies relied upon](#).

Note

If a conformance logo is used, it would constitute a claim and must be accompanied by the required components of a conformance claim listed above.

5.3.2 Optional Components of a Conformance Claim §

In addition to the required components of a conformance claim above, consider providing additional information to assist users. Recommended additional information includes:

- A list of success criteria beyond the level of conformance claimed that have been met. This information should be provided in a form that users can use, preferably machine-readable metadata.
- A list of the specific technologies that are " *used but not [relied upon](#).*"
- A list of user agents, including assistive technologies that were used to test the content.
- A list of specific accessibility characteristics of the content, provided in machine-readable metadata.
- Information about any additional steps taken that go beyond the success criteria to enhance accessibility.
- A machine-readable metadata version of the list of specific technologies that are [relied upon](#).
- A machine-readable metadata version of the conformance claim.

Note

Refer to [Understanding Conformance Claims](#) for more information and example conformance claims.

Note

Refer to [Understanding Metadata](#) for more information about the use of metadata in conformance claims.

5.4 Statement of Partial Conformance - Third Party Content §

Sometimes, Web pages are created that will later have additional content added to them. For example, an email program, a blog, an article that allows users to add comments, or applications supporting user-contributed content. Another example would be a page, such as a portal or news site, composed of content aggregated from multiple contributors, or sites that automatically insert content from other sources over time, such as when advertisements are inserted dynamically.

In these cases, it is not possible to know at the time of original posting what the uncontrolled content of the pages will be. It is important to note that the uncontrolled content can affect the accessibility of the controlled content as well. Two options are available:

1. A determination of conformance can be made based on best knowledge. If a page of this type is monitored and repaired (non-conforming content is removed or brought into conformance) within two business days, then a determination or claim of conformance can be made since, except for errors in externally contributed content which are corrected or removed when encountered, the page conforms. No conformance claim can be made if it is not possible to monitor or correct non-conforming content;

OR

2. A "statement of partial conformance" may be made that the page does not conform, but could conform if certain parts were removed. The form of that statement would be, "This page does not conform, but would conform to WCAG 2.1 at level X if the following parts from uncontrolled sources were removed." In addition, the following would also be true of uncontrolled content that is described in the statement of partial conformance:
 1. It is not content that is under the author's control.
 2. It is described in a way that users can identify (e.g., they cannot be described as "all parts that we do not control" unless they are clearly marked as such.)

5.5 Statement of Partial Conformance – Language [§](#)

A "statement of partial conformance due to language" may be made when the page does not conform, but would conform if [accessibility support](#) existed for (all of) the language(s) used on the page. The form of that statement would be, "This page does not conform, but would conform to WCAG 2.1 at level X if accessibility support existed for the following language(s):"

6. Glossary [§](#)

abbreviation

shortened form of a word, phrase, or name where the abbreviation has not become part of the language

Note

This includes initialisms and acronyms where:

1. **initialisms** are shortened forms of a name or phrase made from the initial letters of words or syllables contained in that name or phrase

Note

Not defined in all languages.

SNCF is a French initialism that contains the initial letters of the Société Nationale des Chemins de Fer, the French national railroad.

ESP is an initialism for extrasensory perception.

2. **acronyms** are abbreviated forms made from the initial letters or parts of other words (in a name or phrase) which may be pronounced as a word

NOAA is an acronym made from the initial letters of the National Oceanic and Atmospheric Administration in the United States.

Note

Some companies have adopted what used to be an initialism as their company name. In these cases, the new name of the company is the letters (for example, Ecma) and the word is no longer considered an abbreviation.

accessibility supported

supported by users' [assistive technologies](#) as well as the accessibility features in browsers and other [user agents](#)

To qualify as an accessibility-supported use of a Web content technology (or feature of a technology), both 1 and 2 must be satisfied for a Web content technology (or feature):

1. **The way that the [Web content technology](#) is used must be supported by users' assistive technology (AT).** This means that the way that the technology is used has been tested for interoperability with users' assistive technology in the [human language\(s\)](#) of the content,

AND

2. **The Web content technology must have accessibility-supported user agents that are available to users.** This means that at least one of the following four statements is true:
 1. The technology is supported natively in widely-distributed user agents that are also accessibility supported (such as HTML and CSS);

OR

2. The technology is supported in a widely-distributed plug-in that is also accessibility supported;

OR

3. The content is available in a closed environment, such as a university or corporate network, where the user agent required by the technology and used by the organization is also accessibility supported;

OR

4. The user agent(s) that support the technology are accessibility supported and are available for download or purchase in a way that:
 - does not cost a person with a disability any more than a person without a disability **and**
 - is as easy to find and obtain for a person with a disability as it is for a person without disabilities.

Note

The WCAG Working group and the W3C do not specify which or how much support by assistive technologies there must be for a particular use of a Web technology in order for it to be classified as accessibility supported. (See [Level of Assistive Technology Support Needed for "Accessibility Support"](#).)

Note

Web technologies can be used in ways that are not accessibility supported as long as they are not [relied upon](#) and the page as a whole meets the conformance requirements, including [Conformance Criterion 4](#) and [Conformance Criterion 5](#), are met.

Note

When a [Web Technology](#) is used in a way that is "accessibility supported," it does not imply that the entire technology or all uses of the technology are supported. Most technologies, including HTML, lack support for at least one feature or use. Pages conform to WCAG only if the uses of the technology that are accessibility supported can be relied upon to meet WCAG requirements.

Note

When citing Web content technologies that have multiple versions, the version(s) supported should be specified.

Note

One way for authors to locate uses of a technology that are accessibility supported would be to consult compilations of uses that are documented to be accessibility supported.

(See [Understanding Accessibility-Supported Web Technology Uses](#).) Authors, companies, technology vendors, or others may document accessibility-supported ways of using Web content technologies. However, all ways of using technologies in the documentation would need to meet the definition of accessibility-supported Web content technologies above.

alternative for time-based media

document including correctly sequenced text descriptions of time-based visual and auditory information and providing a means for achieving the outcomes of any time-based interaction

Note

A screenplay used to create the synchronized media content would meet this definition only if it was corrected to accurately represent the final synchronized media after editing.

ambiguous to users in general

the purpose cannot be determined from the link and all information of the Web page presented to the user simultaneously with the link (i.e., readers without disabilities would not know what a link would do until they activated it)

The word guava in the following sentence "One of the notable exports is guava" is a link. The link could lead to a definition of guava, a chart listing the quantity of guava exported or a photograph of people harvesting guava. Until the link is activated, all readers are unsure and the person with a disability is not at any disadvantage.

ASCII art

picture created by a spatial arrangement of characters or glyphs (typically from the 95 printable characters defined by ASCII)

assistive technology (as used in this document)

hardware and/or software that acts as a [user agent](#), or along with a mainstream user agent, to provide functionality to meet the requirements of users with disabilities that go beyond those offered by mainstream user agents

Note

functionality provided by assistive technology includes alternative presentations (e.g., as synthesized speech or magnified content), alternative input methods (e.g., voice), additional navigation or orientation mechanisms, and content transformations (e.g., to make tables more accessible).

Note

Assistive technologies often communicate data and messages with mainstream user agents by using and monitoring APIs.

Note

The distinction between mainstream user agents and assistive technologies is not absolute. Many mainstream user agents provide some features to assist individuals with disabilities. The basic difference is that mainstream user agents target broad and diverse audiences that usually include people with and without disabilities. Assistive technologies target narrowly defined populations of users with specific disabilities. The assistance provided by an assistive technology is more specific and appropriate to the needs of its target users. The mainstream user agent may provide important functionality to assistive technologies like retrieving Web content from program objects or parsing markup into identifiable bundles.

Assistive technologies that are important in the context of this document include the following:

- screen magnifiers, and other visual reading assistants, which are used by people with visual, perceptual and physical print disabilities to change text font, size, spacing, color, synchronization with speech, etc. in order to improve the visual readability of rendered text and images;
- screen readers, which are used by people who are blind to read textual information through synthesized speech or braille;
- text-to-speech software, which is used by some people with cognitive, language, and learning disabilities to convert text into synthetic speech;
- speech recognition software, which may be used by people who have some physical disabilities;
- alternative keyboards, which are used by people with certain physical disabilities to simulate the keyboard (including alternate keyboards that use head pointers, single switches, sip/puff and other special input devices.);

- alternative pointing devices, which are used by people with certain physical disabilities to simulate mouse pointing and button activations.

audio

the technology of sound reproduction

Note

Audio can be created synthetically (including speech synthesis), recorded from real world sounds, or both.

audio description

narration added to the soundtrack to describe important visual details that cannot be understood from the main soundtrack alone

Note

Audio description of [video](#) provides information about actions, characters, scene changes, on-screen text, and other visual content.

Note

In standard audio description, narration is added during existing pauses in dialogue. (See also [extended audio description](#).)

Note

Where all of the [video](#) information is already provided in existing [audio](#), no additional audio description is necessary.

Note

Also called "video description" and "descriptive narration."

audio-only

a time-based presentation that contains only [audio](#) (no [video](#) and no interaction)

blinking

switch back and forth between two visual states in a way that is meant to draw attention

Note

See also [flash](#). It is possible for something to be large enough and blink brightly enough at the right frequency to be also classified as a flash.

blocks of text

more than one sentence of text

CAPTCHA

initialism for "Completely Automated Public Turing test to tell Computers and Humans Apart"

Note

CAPTCHA tests often involve asking the user to type in text that is displayed in an obscured image or audio file.

Note

A Turing test is any system of tests designed to differentiate a human from a computer. It is named after famed computer scientist Alan Turing. The term was coined by researchers at Carnegie Mellon University.

captions

synchronized visual and/or [text alternative](#) for both speech and non-speech audio information needed to understand the media content

Note

Captions are similar to dialogue-only subtitles except captions convey not only the content of spoken dialogue, but also equivalents for non-dialogue audio information needed to understand the program content, including sound effects, music, laughter, speaker identification and location.

Note

Closed Captions are equivalents that can be turned on and off with some players.

Note

Open Captions are any captions that cannot be turned off. For example, if the captions are visual equivalent [images of text](#) embedded in [video](#).

Note

Captions should not obscure or obstruct relevant information in the video.

Note

In some countries, captions are called subtitles.

Note

[Audio descriptions](#) can be, but do not need to be, captioned since they are descriptions of information that is already presented visually.

changes of context

major changes in the content of the [Web page](#) that, if made without user awareness, can disorient users who are not able to view the entire page simultaneously

Changes in context include changes of:

1. [user agent](#);
2. [viewport](#);
3. focus;
4. [content](#) that changes the meaning of the [Web page](#)

Note

A change of content is not always a change of context. Changes in content, such as an expanding outline, dynamic menu, or a tab control do not necessarily change the context, unless they also change one of the above (e.g., focus).

Opening a new window, moving focus to a different component, going to a new page (including anything that would look to a user as if they had moved to a new page) or significantly re-arranging the content of a page are examples of changes of context.

conformance

satisfying all the requirements of a given standard, guideline or specification

conforming alternate version

version that

1. conforms at the designated level, and
2. provides all of the same information and [functionality](#) in the same [human language](#), and
3. is as up to date as the non-conforming content, and
4. for which at least one of the following is true:
 1. the conforming version can be reached from the non-conforming page via an [accessibility-supported mechanism](#), or

2. the non-conforming version can only be reached from the conforming version, or
3. the non-conforming version can only be reached from a conforming page that also provides a mechanism to reach the conforming version

Note

In this definition, "can only be reached" means that there is some mechanism, such as a conditional redirect, that prevents a user from "reaching" (loading) the non-conforming page unless the user had just come from the conforming version.

Note

The alternate version does not need to be matched page for page with the original (e.g., the conforming alternate version may consist of multiple pages).

Note

If multiple language versions are available, then conforming alternate versions are required for each language offered.

Note

Alternate versions may be provided to accommodate different technology environments or user groups. Each version should be as conformant as possible. One version would need to be fully conformant in order to meet [conformance requirement 1](#).

Note

The conforming alternative version does not need to reside within the scope of conformance, or even on the same Web site, as long as it is as freely available as the non-conforming version.

Note

Alternate versions should not be confused with [supplementary content](#), which support the original page and enhance comprehension.

Note

Setting user preferences within the content to produce a conforming version is an acceptable mechanism for reaching another version as long as the method used to set the preferences is accessibility supported.

See [Understanding Conforming Alternate Versions](#)

content (Web content)

information and sensory experience to be communicated to the user by means of a [user agent](#), including code or markup that defines the content's [structure](#), [presentation](#), and interactions

context-sensitive help

help text that provides information related to the function currently being performed

Note

Clear labels can act as context-sensitive help.

contrast ratio

$(L1 + 0.05) / (L2 + 0.05)$, where

- L1 is the [relative luminance](#) of the lighter of the colors, and
- L2 is the [relative luminance](#) of the darker of the colors.

Note

Contrast ratios can range from 1 to 21 (commonly written 1:1 to 21:1).

Note

Because authors do not have control over user settings as to how text is rendered (for example font smoothing or anti-aliasing), the contrast ratio for text can be evaluated with anti-aliasing turned off.

Note

For the purpose of Success Criteria 1.4.3 and 1.4.6, contrast is measured with respect to the specified background over which the text is rendered in normal usage. If no background color is specified, then white is assumed.

Note

Background color is the specified color of content over which the text is to be rendered in normal usage. It is a failure if no background color is specified when the text color is specified, because the user's default background color is unknown and cannot be evaluated for sufficient contrast. For the same reason, it is a failure if no text color is specified when a background color is specified.

Note

When there is a border around the letter, the border can add contrast and would be used in calculating the contrast between the letter and its background. A narrow border around the letter would be used as the letter. A wide border around the letter that fills in the inner details of the letters acts as a halo and would be considered background.

Note

WCAG conformance should be evaluated for color pairs specified in the content that an author would expect to appear adjacent in typical presentation. Authors need not consider unusual presentations, such as color changes made by the user agent, except where caused by authors' code.

correct reading sequence

any sequence where words and paragraphs are presented in an order that does not change the meaning of the content

CSS pixel

visual angle of about 0.0213 degrees

A CSS pixel is the canonical unit of measure for all lengths and measurements in CSS. This unit is density-independent, and distinct from actual hardware pixels present in a display. User agents and operating systems should ensure that a CSS pixel is set as closely as possible to the [CSS Values and Units Module Level 3 reference pixel \[css3-values\]](#), which takes into account the physical dimensions of the display and the assumed viewing distance (factors that cannot be determined by content authors).

down-event

platform event that occurs when the trigger stimulus of a pointer is depressed

The down-event may have different names on different platforms, such as "touchstart" or "mousedown".

emergency

a sudden, unexpected situation or occurrence that requires immediate action to preserve health, safety, or property

essential

if removed, would fundamentally change the information or functionality of the content, **and** information and functionality cannot be achieved in another way that would conform

extended audio description

audio description that is added to an audiovisual presentation by pausing the [video](#) so that there is time to add additional description

Note

This technique is only used when the sense of the [video](#) would be lost without the additional [audio description](#) and the pauses between dialogue/narration are too short.

flash

a pair of opposing changes in [relative luminance](#) that can cause seizures in some people if it is large enough and in the right frequency range

Note

See [general flash and red flash thresholds](#) for information about types of flash that are not allowed.

Note

See also [blinking](#).

functionality

[processes](#) and outcomes achievable through user action

general flash and red flash thresholds

a [flash](#) or rapidly changing image sequence is below the threshold (i.e., content **passes**) if any of the following are true:

1. there are no more than three **general flashes** and / or no more than three **red flashes** within any one-second period; or
2. the combined area of flashes occurring concurrently occupies no more than a total of .006 steradians within any 10 degree visual field on the screen (25% of any 10 degree visual field on the screen) at typical viewing distance

where:

- A **general flash** is defined as a pair of opposing changes in [relative luminance](#) of 10% or more of the maximum relative luminance where the relative luminance of the darker image is below 0.80; and where "a pair of opposing changes" is an increase followed by a decrease, or a decrease followed by an increase, and
- A **red flash** is defined as any pair of opposing transitions involving a saturated red

Exception: Flashing that is a fine, balanced, pattern such as white noise or an alternating checkerboard pattern with "squares" smaller than 0.1 degree (of visual field at typical viewing distance) on a side does not violate the thresholds.

Note

For general software or Web content, using a 341 x 256 pixel rectangle anywhere on the displayed screen area when the content is viewed at 1024 x 768 pixels will provide a good estimate of a 10 degree visual field for standard screen sizes and viewing distances (e.g., 15-17 inch screen at 22-26 inches). (Higher resolutions displays showing the same rendering of the content yield smaller and safer images so it is lower resolutions that are used to define the thresholds.)

Note

A transition is the change in relative luminance (or relative luminance/color for red flashing) between adjacent peaks and valleys in a plot of relative luminance (or relative luminance/color for red flashing) measurement against time. A flash consists of two opposing transitions.

Note

The current working definition in the field for "**pair of opposing transitions involving a saturated red**" is where, for either or both states involved in each transition, $R/(R+G+B) \geq 0.8$, and the change in the value of $(R-G-B) \times 320$ is > 20 (negative values of $(R-G-B) \times 320$ are set to zero) for both transitions. R, G, B values range from 0-1 as specified in "relative luminance" definition. [[HARDING-BINNIE](#)]

Note

Tools are available that will carry out analysis from video screen capture. However, no tool is necessary to evaluate for this condition if flashing is less than or equal to 3 flashes in any one second. Content automatically passes (see #1 and #2 above).

human language

language that is spoken, written or signed (through visual or tactile means) to communicate with humans

Note

See also [sign language](#).

idiom

phrase whose meaning cannot be deduced from the meaning of the individual words and the specific words cannot be changed without losing the meaning

Note

idioms cannot be translated directly, word for word, without losing their (cultural or language-dependent) meaning.

In English, "spilling the beans" means "revealing a secret." However, "knocking over the beans" or "spilling the vegetables" does not mean the same thing.

In Japanese, the phrase "さじを投げる" literally translates into "he throws a spoon," but it means that there is nothing he can do and finally he gives up.

In Dutch, "Hij ging met de kippen op stok" literally translates into "He went to roost with the chickens," but it means that he went to bed early.

image of text

text that has been rendered in a non-text form (e.g., an image) in order to achieve a particular visual effect

Note

This does not include [text](#) that is part of a picture that contains significant other visual content.

A person's name on a nametag in a photograph.

informative

for information purposes and not required for conformance

Note

Content required for [conformance](#) is referred to as "[normative](#)."

input error

information provided by the user that is not accepted

Note

This includes:

1. Information that is required by the [Web page](#) but omitted by the user
2. Information that is provided by the user but that falls outside the required data format or values

jargon

words used in a particular way by people in a particular field

The word StickyKeys is jargon from the field of assistive technology/accessibility.

keyboard interface

interface used by software to obtain keystroke input

Note

A keyboard interface allows users to provide keystroke input to programs even if the native technology does not contain a keyboard.

Note

A touchscreen PDA has a keyboard interface built into its operating system as well as a connector for external keyboards. Applications on the PDA can use the interface to obtain keyboard input either from an external keyboard or from other applications that provide simulated keyboard output, such as handwriting interpreters or speech-to-text applications with "keyboard emulation" functionality.

Note

Operation of the application (or parts of the application) through a keyboard-operated mouse emulator, such as MouseKeys, does not qualify as operation through a keyboard interface because operation of the program is through its pointing device interface, not through its keyboard interface.

keyboard shortcut

alternative means of triggering an action by the pressing of one or more keys

label

[text](#) or other component with a [text alternative](#) that is presented to a user to identify a component within Web [content](#)

Note

A label is presented to all users whereas the [name](#) may be hidden and only exposed by assistive technology. In many (but not all) cases the name and the label are the same.

Note

The term label is not limited to the label element in HTML.

large scale (text)

with at least 18 point or 14 point bold or font size that would yield equivalent size for Chinese, Japanese and Korean (CJK) fonts

Note

Fonts with extraordinarily thin strokes or unusual features and characteristics that reduce the familiarity of their letter forms are harder to read, especially at lower contrast levels.

Note

Font size is the size when the content is delivered. It does not include resizing that may be done by a user.

Note

The actual size of the character that a user sees is dependent both on the author-defined size and the user's display or user-agent settings. For many mainstream body text fonts, 14 and 18 point is roughly equivalent to 1.2 and 1.5 em or to 120% or 150% of the default size for body text (assuming that the body font is 100%), but authors would need to check this for the particular fonts in use. When fonts are defined in relative units, the actual point size is calculated by the user agent for display. The point size should be obtained from the user agent, or calculated based on font metrics as the user agent does, when evaluating this success criterion. Users who have low vision would be responsible for choosing appropriate settings.

Note

When using text without specifying the font size, the smallest font size used on major browsers for unspecified text would be a reasonable size to assume for the font. If a level 1 heading is rendered in 14pt bold or higher on major browsers, then it would be reasonable to assume it is large text. Relative scaling can be calculated from the default sizes in a similar fashion.

Note

The 18 and 14 point sizes for roman texts are taken from the minimum size for large print (14pt) and the larger standard font size (18pt). For other fonts such as CJK languages, the "equivalent" sizes would be the minimum large print size used for those languages and the next larger standard large print size.

legal commitments

transactions where the person incurs a legally binding obligation or benefit

A marriage license, a stock trade (financial and legal), a will, a loan, adoption, signing up for the army, a contract of any type, etc.

link purpose

nature of the result obtained by activating a hyperlink

live

information captured from a real-world event and transmitted to the receiver with no more than a broadcast delay

Note

A broadcast delay is a short (usually automated) delay, for example used in order to give the broadcaster time to cue or censor the audio (or video) feed, but not sufficient to allow significant editing.

Note

If information is completely computer generated, it is not live.

lower secondary education level

the two or three year period of education that begins after completion of six years of school and ends nine years after the beginning of [primary education](#)

Note

This definition is based on the International Standard Classification of Education [[UNESCO](#)].

mechanism

[process](#) or technique for achieving a result

Note

The mechanism may be explicitly provided in the content, or may be [relied upon](#) to be provided by either the platform or by [user agents](#), including [assistive technologies](#).

Note

The mechanism needs to meet all success criteria for the conformance level claimed.

media alternative for text

media that presents no more information than is already presented in text (directly or via text alternatives)

Note

A media alternative for text is provided for those who benefit from alternate representations of text. Media alternatives for text may be audio-only, video-only (including sign-language video), or audio-video.

motion animation

addition of steps between conditions to create the illusion of movement or to give a sense of a smooth transition

For example, an element which moves into place or changes size while appearing is considered to be animated. An element which appears instantly without transitioning is not using animation. Motion animation does not include changes of color, blurring or opacity.

name

text by which software can identify a component within Web content to the user

Note

The name may be hidden and only exposed by assistive technology, whereas a [label](#) is presented to all users. In many (but not all) cases, the label and the name are the same.

Note

This is unrelated to the name attribute in HTML.

navigated sequentially

navigated in the order defined for advancing focus (from one element to the next) using a [keyboard interface](#)

non-text content

any content that is not a sequence of characters that can be [programmatically determined](#) or where the sequence is not expressing something in [human language](#)

Note

This includes [ASCII Art](#) (which is a pattern of characters), emoticons, leetspeak (which uses character substitution), and images representing text

normative

required for conformance

Note

One may conform in a variety of well-defined ways to this document.

Note

Content identified as "[informative](#)" or "non-normative" is never required for [conformance](#).

on a full-screen window

on the most common sized desktop/laptop display with the viewport maximized

Note

Since people generally keep their computers for several years, it is best not to rely on the latest desktop/laptop display resolutions but to consider the common desktop/laptop display resolutions over the course of several years when making this evaluation.

paused

stopped by user request and not resumed until requested by user

pointer input

input device that can target a specific coordinate (or set of coordinates) on a screen, such as a mouse, pen, or touch contact

See also [Pointer Events pointer definition](#) [[pointerevents](#)].

prerecorded

information that is not [live](#)

presentation

rendering of the [content](#) in a form to be perceived by users

primary education level

six year time period that begins between the ages of five and seven, possibly without any previous education

Note

This definition is based on the International Standard Classification of Education [[UNESCO](#)].

process

series of user actions where each action is required in order to complete an activity

Successful use of a series of Web pages on a shopping site requires users to view alternative products, prices and offers, select products, submit an order, provide shipping information and provide payment information.

An account registration page requires successful completion of a Turing test before the registration form can be accessed.

programmatically determined (programmatically determinable)

determined by software from author-supplied data provided in a way that different [user agents](#), including [assistive technologies](#), can extract and present this information to users in different modalities

Note

Determined in a markup language from elements and attributes that are accessed directly by commonly available assistive technology.

Note

Determined from technology-specific data structures in a non-markup language and exposed to assistive technology via an accessibility API that is supported by commonly available assistive technology.

programmatically determined link context

additional information that can be [programmatically determined](#) from [relationships](#) with a link, combined with the link text, and presented to users in different modalities

In HTML, information that is programmatically determinable from a link in English includes text that is in the same paragraph, list, or table cell as the link or in a table header cell that is associated with the table cell that contains the link.

Note

Since screen readers interpret punctuation, they can also provide the context from the current sentence, when the focus is on a link in that sentence.

programmatically set

set by software using methods that are supported by user agents, including assistive technologies

pure decoration

-serving only an aesthetic purpose, providing no information, and having no functionality

Note

Text is only purely decorative if the words can be rearranged or substituted without changing their purpose.

The cover page of a dictionary has random words in very light text in the background.

real-time event

event that a) occurs at the same time as the viewing and b) is not completely generated by the content

A Webcast of a live performance (occurs at the same time as the viewing and is not prerecorded).

An on-line auction with people bidding (occurs at the same time as the viewing).

Live humans interacting in a virtual world using avatars (is not completely generated by the content and occurs at the same time as the viewing).

region

perceivable, programmatically determined section of content

Note

In HTML, any area designated with a landmark role would be a region.

relationships

meaningful associations between distinct pieces of content

relative luminance

the relative brightness of any point in a colorspace, normalized to 0 for darkest black and 1 for lightest white

Note

For the sRGB colorspace, the relative luminance of a color is defined as $L = 0.2126 * R + 0.7152 * G + 0.0722 * B$ where **R**, **G** and **B** are defined as:

- if $R_{sRGB} \leq 0.03928$ then $R = R_{sRGB}/12.92$ else $R = ((R_{sRGB}+0.055)/1.055) ^ 2.4$
- if $G_{sRGB} \leq 0.03928$ then $G = G_{sRGB}/12.92$ else $G = ((G_{sRGB}+0.055)/1.055) ^ 2.4$
- if $B_{sRGB} \leq 0.03928$ then $B = B_{sRGB}/12.92$ else $B = ((B_{sRGB}+0.055)/1.055) ^ 2.4$

and R_{sRGB} , G_{sRGB} , and B_{sRGB} are defined as:

- $R_{sRGB} = R_{8bit}/255$
- $G_{sRGB} = G_{8bit}/255$
- $B_{sRGB} = B_{8bit}/255$

The "^" character is the exponentiation operator. (Formula taken from [[sRGB](#)] and [[IEC-4WD](#)]).

Note

Almost all systems used today to view Web content assume sRGB encoding. Unless it is known that another color space will be used to process and display the content, authors should evaluate using sRGB colorspace. If using other color spaces, see [Understanding Success Criterion 1.4.3](#).

Note

If dithering occurs after delivery, then the source color value is used. For colors that are dithered at the source, the average values of the colors that are dithered should be used (average R, average G, and average B).

Note

Tools are available that automatically do the calculations when testing contrast and flash.

Note

A [MathML version of the relative luminance definition](#) is available.

relied upon (technologies that are)

the content would not [conform](#) if that [technology](#) is turned off or is not supported

role

text or number by which software can identify the function of a component within Web content

A number that indicates whether an image functions as a hyperlink, command button, or check box.

same functionality

same result when used

A submit "search" button on one Web page and a "find" button on another Web page may both have a field to enter a term and list topics in the Web site related to the term submitted. In this case, they would have the same functionality but would not be labeled consistently.

same relative order

same position relative to other items

Note

Items are considered to be in the same relative order even if other items are inserted or removed from the original order. For example, expanding navigation menus may insert an additional level of detail or a secondary navigation section may be inserted into the reading order.

satisfies a success criterion

the success criterion does not evaluate to 'false' when applied to the page

section

a self-contained portion of written content that deals with one or more related topics or thoughts

Note

A section may consist of one or more paragraphs and include graphics, tables, lists and sub-sections.

set of web pages

collection of [web pages](#) that share a common purpose and that are created by the same author, group or organization

Examples include a publication which is split across multiple Web pages, where each page contains one chapter or other significant section of the work. The publication is logically a single contiguous unit, and contains navigation features that enable access to the full set of pages.

Note

Different language versions would be considered different sets of Web pages.

sign language

a language using combinations of movements of the hands and arms, facial expressions, or body positions to convey meaning

sign language interpretation

translation of one language, generally a spoken language, into a [sign language](#)

Note

True sign languages are independent languages that are unrelated to the spoken language(s) of the same country or region.

single pointer

pointer input that operates with one point of contact with the screen, including single taps and clicks, double-taps and clicks, long presses, and path-based gestures

specific sensory experience

a sensory experience that is not purely decorative and does not primarily convey important information or perform a function

Examples include a performance of a flute solo, works of visual art etc.

state

dynamic property expressing characteristics of a user interface component that may change in response to user action or automated processes

States do not affect the nature of the component, but represent data associated with the component or user interaction possibilities. Examples include focus, hover, select, press, check, visited/unvisited, and expand/collapse.

status message

change in content that is not a [change of context](#), and that provides information to the user on the success or results of an action, on the waiting state of an application, on the progress of a process, or on the existence of errors

structure

1. The way the parts of a [Web page](#) are organized in relation to each other; and
2. The way a collection of [Web pages](#) is organized

style property

property whose value determines the presentation (e.g. font, color, size, location, padding, volume, synthesized speech prosody) of content elements as they are rendered (e.g. onscreen, via loudspeaker, via braille display) by user agents

Style properties can have several origins:

- User agent default styles: The default style property values applied in the absence of any author or user styles. Some web content technologies specify a default rendering, others do not;
- Author styles: Style property values that are set by the author as part of the content (e.g. in-line styles, author style sheets);
- User styles: Style property values that are set by the user (e.g. via user agent interface settings, user style sheets)

supplemental content

additional [content](#) that illustrates or clarifies the primary content

An audio version of a [Web page](#).

An illustration of a complex [process](#).

A paragraph summarizing the major outcomes and recommendations made in a research study.

synchronized media

[audio](#) or [video](#) synchronized with another format for presenting information and/or with time-based interactive components, unless the media is a [media alternative for text](#) that is clearly labeled as such

target

region of the display that will accept a pointer action, such as the interactive area of a user interface component

Note

If two or more touch targets are overlapping, the overlapping area should not be included in the measurement of the target size, except when the overlapping targets perform the same action or open the same page.

technology (Web content)

[mechanism](#) for encoding instructions to be rendered, played or executed by [user agents](#)

Note

As used in these guidelines "Web Technology" and the word "technology" (when used alone) both refer to Web Content Technologies.

Note

Web content technologies may include markup languages, data formats, or programming languages that authors may use alone or in combination to create end-user experiences that range from static Web pages to synchronized media presentations to dynamic Web applications.

Note

Some common examples of Web content technologies include HTML, CSS, SVG, PNG, PDF, Flash, and JavaScript.

text

sequence of characters that can be [programmatically determined](#), where the sequence is expressing something in [human language](#)

text alternative

[Text](#) that is programmatically associated with [non-text content](#) or referred to from text that is programmatically associated with non-text content. Programmatically associated text is text whose location can be programmatically determined from the non-text content.

An image of a chart is described in text in the paragraph after the chart. The short text alternative for the chart indicates that a description follows.

Note

Refer to [Understanding Text Alternatives](#) for more information.

up-event

platform event that occurs when the trigger stimulus of a pointer is released

The up-event may have different names on different platforms, such as "touchend" or "mouseup".

used in an unusual or restricted way

words used in such a way that requires users to know exactly which definition to apply in order to understand the content correctly

The term "gig" means something different if it occurs in a discussion of music concerts than it does in article about computer hard drive space, but the appropriate definition can be determined from context. By contrast, the word "text" is used in a very specific way in WCAG 2.1, so a definition is supplied in the glossary.

user agent

any software that retrieves and presents Web content for users

Web browsers, media players, plug-ins, and other programs — including [assistive technologies](#) — that help in retrieving, rendering, and interacting with Web content.

user-controllable

data that is intended to be accessed by users

Note

This does not refer to such things as Internet logs and search engine monitoring data.

Name and address fields for a user's account.

user interface component

a part of the content that is perceived by users as a single control for a distinct function

Note

Multiple user interface components may be implemented as a single programmatic element. Components here is not tied to programming techniques, but rather to what the user perceives as separate controls.

Note

User interface components include form elements and links as well as components generated by scripts.

Note

What is meant by "component" or "user interface component" here is also sometimes called "user interface element".

An applet has a "control" that can be used to move through content by line or page or random access. Since each of these would need to have a name and be settable independently, they would each be a "user interface component."

user inactivity

any continuous period of time where no user actions occur

The method of tracking will be determined by the web site or application.

video

the technology of moving or sequenced pictures or images

Note

Video can be made up of animated or photographic images, or both.

video-only

a time-based presentation that contains only [video](#) (no [audio](#) and no interaction)

viewport

object in which the user agent presents content

Note

The [user agent](#) presents content through one or more viewports. Viewports include windows, frames, loudspeakers, and virtual magnifying glasses. A viewport may contain another viewport (e.g., nested frames). Interface components created by the user agent such as prompts, menus, and alerts are not viewports.

Note

This definition is based on [User Agent Accessibility Guidelines 1.0 Glossary \[UAAG10\]](#).

visually customized

the font, size, color, and background can be set

Web page

a non-embedded resource obtained from a single URI using HTTP plus any other resources that are used in the rendering or intended to be rendered together with it by a [user agent](#)

Note

Although any "other resources" would be rendered together with the primary resource, they would not necessarily be rendered simultaneously with each other.

Note

For the purposes of conformance with these guidelines, a resource must be "non-embedded" within the scope of conformance to be considered a Web page.

A Web resource including all embedded images and media.

A Web mail program built using Asynchronous JavaScript and XML (AJAX). The program lives entirely at <http://example.com/mail>, but includes an inbox, a contacts area and a calendar. Links or buttons are provided that cause the inbox, contacts, or calendar to display, but do not change the URI of the page as a whole.

A customizable portal site, where users can choose content to display from a set of different content modules.

When you enter "http://shopping.example.com/" in your browser, you enter a movie-like interactive shopping environment where you visually move around in a store dragging products off of the shelves around you and into a visual shopping cart in front of you. Clicking on a product causes it to be demonstrated with a specification sheet floating alongside. This might be a single-page Web site or just one page within a Web site.

7. Input Purposes for User Interface Components§

This section contains a listing of common [user interface component](#) input purposes. The terms below are not keywords that must be used, but instead represent purposes that must be captured in the taxonomy adopted by a webpage. Where applicable, authors mark up controls with the chosen taxonomy to indicate the semantic purpose. This provides the potential for user agents and assistive technologies to apply personalized presentations that can enable more people to understand and use the content.

Note

The list of input type purposes is based on the control purposes defined in the [HTML 5.2 Autofill field section](#), but it is important to understand that a different technology may have some or all of the same concepts defined in its specification and only the concepts that are mapped to the meanings below are required.

The following input control purposes are intended to relate to the user of the content and pertain only to information related to that individual.

- **name** - Full name
- **honorific-prefix** - Prefix or title (e.g., "Mr.", "Ms.", "Dr.", "M^{lle}")
- **given-name** - Given name (in some Western cultures, also known as the *first name*)
- **additional-name** - Additional names (in some Western cultures, also known as *middle names*, forenames other than the first name)
- **family-name** - Family name (in some Western cultures, also known as the *last name* or *surname*)
- **honorific-suffix** - Suffix (e.g., "Jr.", "B.Sc.", "MBASW", "II")
- **nickname** - Nickname, screen name, handle: a typically short name used instead of the full name
- **organization-title** - Job title (e.g., "Software Engineer", "Senior Vice President", "Deputy Managing Director")

- **username** - A username
- **new-password** - A new password (e.g., when creating an account or changing a password)
- **current-password** - The current password for the account identified by the **username** field (e.g., when logging in)
- **organization** - Company name corresponding to the person, address, or contact information in the other fields associated with this field
- **street-address** - Street address (multiple lines, newlines preserved)
- **address-line1** - Street address (one line per field, line 1)
- **address-line2** - Street address (one line per field, line 2)
- **address-line3** - Street address (one line per field, line 3)
- **address-level4** - The most fine-grained administrative level, in addresses with four administrative levels
- **address-level3** - The third administrative level, in addresses with three or more administrative levels
- **address-level2** - The second administrative level, in addresses with two or more administrative levels; in the countries with two administrative levels, this would typically be the city, town, village, or other locality within which the relevant street address is found
- **address-level1** - The broadest administrative level in the address, i.e., the province within which the locality is found; for example, in the US, this would be the state; in Switzerland it would be the canton; in the UK, the post town
- **country** - Country code
- **country-name** - Country name
- **postal-code** - Postal code, post code, ZIP code, CEDEX code (if CEDEX, append "CEDEX", and the *dissement*, if relevant, to the **address-level2** field)
- **cc-name** - Full name as given on the payment instrument
- **cc-given-name** - Given name as given on the payment instrument (in some Western cultures, also known as the *first name*)

- **cc-additional-name** - Additional names given on the payment instrument (in some Western cultures, also known as *middle names*, forenames other than the first name)
- **cc-family-name** - Family name given on the payment instrument (in some Western cultures, also known as the *last name* or *surname*)
- **cc-number** - Code identifying the payment instrument (e.g., the credit card number)
- **cc-exp** - Expiration date of the payment instrument
- **cc-exp-month** - Month component of the expiration date of the payment instrument
- **cc-exp-year** - Year component of the expiration date of the payment instrument
- **cc-csc** - Security code for the payment instrument (also known as the card security code (CSC), card validation code (CVC), card verification value (CVV), signature panel code (SPC), credit card ID (CCID), etc)
- **cc-type** - Type of payment instrument
- **transaction-currency** - The currency that the user would prefer the transaction to use
- **transaction-amount** - The amount that the user would like for the transaction (e.g., when entering a bid or sale price)
- **language** - Preferred language
- **bday** - Birthday
- **bday-day** - Day component of birthday
- **bday-month** - Month component of birthday
- **bday-year** - Year component of birthday
- **sex** - Gender identity (e.g., Female, Fa'afafine)
- **url** - Home page or other Web page corresponding to the company, person, address, or contact information in the other fields associated with this field
- **photo** - Photograph, icon, or other image corresponding to the company, person, address, or contact information in the other fields associated with this field
- **tel** - Full telephone number, including country code
- **tel-country-code** - Country code component of the telephone number

- **tel-national** - Telephone number without the county code component, with a country-internal prefix applied if applicable
- **tel-area-code** - Area code component of the telephone number, with a country-internal prefix applied if applicable
- **tel-local** - Telephone number without the country code and area code components
- **tel-local-prefix** - First part of the component of the telephone number that follows the area code, when that component is split into two components
- **tel-local-suffix** - Second part of the component of the telephone number that follows the area code, when that component is split into two components
- **tel-extension** - Telephone number internal extension code
- **email** - E-mail address
- **impp** - URL representing an instant messaging protocol endpoint (for example, "aim:goim?screenname=example" or "xmpp:fred@example.net")

A. Acknowledgments [§](#)

Additional information about participation in the Accessibility Guidelines Working Group (AG WG) can be found on the [Working Group home page](#).

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- (c) Responsibility for the implementation of subpart F of this part for components of State or local governments that exercise responsibilities, regulate, or administer services, programs, or activities relating to functions not assigned to specific designated agencies by paragraph (b) of this section may be assigned to other specific agencies by the Department of Justice.
- (d) If two or more agencies have apparent responsibility over a complaint, the Assistant Attorney General shall determine which one of the agencies shall be the designated agency for purposes of that complaint.
- (e) When the Department receives a complaint directed to the Attorney General alleging a violation of this part that may fall within the jurisdiction of a designated agency or another Federal agency that may have jurisdiction under section 504, the Department may exercise its discretion to retain the complaint for investigation under this part.

[Order No. 1512-91, 56 FR 35716, July 26, 1991, as amended by AG Order No. 3180-2010, 75 FR 56184, Sept. 15, 2010]

§§ 35.191-35.199 [Reserved]

Subpart H—Web and Mobile Accessibility

Source: AG Order No. 5919-2024, 89 FR 31337, Apr. 24, 2024, unless otherwise noted.

§ 35.200 Requirements for web and mobile accessibility.

- (a) **General.** A public entity shall ensure that the following are readily accessible to and usable by individuals with disabilities:
 - (1) Web content that a public entity provides or makes available, directly or through contractual, licensing, or other arrangements; and
 - (2) Mobile apps that a public entity provides or makes available, directly or through contractual, licensing, or other arrangements.
- (b) **Requirements.**
 - (1) Beginning April 24, 2026, a public entity, other than a special district government, with a total population of 50,000 or more shall ensure that the web content and mobile apps that the public entity provides or makes available, directly or through contractual, licensing, or other arrangements, comply with Level A and Level AA success criteria and conformance requirements specified in WCAG 2.1, unless the public entity can demonstrate that compliance with this section would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens.
 - (2) Beginning April 26, 2027, a public entity with a total population of less than 50,000 or any public entity that is a special district government shall ensure that the web content and mobile apps that the public entity provides or makes available, directly or through contractual, licensing, or other arrangements, comply with Level A and Level AA success criteria and conformance requirements specified in WCAG 2.1, unless the public entity can demonstrate that compliance with this section would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens.

- (3) WCAG 2.1 is incorporated by reference into this section with the approval of the Director of the FEDERAL REGISTER under 5 U.S.C. 552(a) and 1 CFR part 51. All material approved for incorporation by reference is available for inspection at the U.S. Department of Justice and at the National Archives and Records Administration ("NARA"). Contact the U.S. Department of Justice at: Disability Rights Section, Civil Rights Division, U.S. Department of Justice, 150 M St. NE, 9th Floor, Washington, DC 20002; ADA Information Line: (800) 514-0301 (voice) or 1-833-610-1264 (TTY); website: www.ada.gov [<https://perma.cc/U2V5-78KW>]. For information on the availability of this material at NARA, visit www.archives.gov/federal-register/cfr/ibr-locations.html [<https://perma.cc/9SJ7-D7XZ>] or email fr.inspection@nara.gov. The material may be obtained from the World Wide Web Consortium ("W3C") Web Accessibility Initiative ("WAI"), 401 Edgewater Place, Suite 600, Wakefield, MA 01880; phone: (339) 273-2711; email: contact@w3.org; website: <https://www.w3.org/TR/2018/REC-WCAG21-20180605/> and <https://perma.cc/UB8A-GG2F>.

§ 35.201 Exceptions.

The requirements of § 35.200 do not apply to the following:

- (a) **Archived web content.** Archived web content as defined in § 35.104.
- (b) **Preexisting conventional electronic documents.** Conventional electronic documents that are available as part of a public entity's web content or mobile apps before the date the public entity is required to comply with this subpart, unless such documents are currently used to apply for, gain access to, or participate in the public entity's services, programs, or activities.
- (c) **Content posted by a third party.** Content posted by a third party, unless the third party is posting due to contractual, licensing, or other arrangements with the public entity.
- (d) **Individualized, password-protected or otherwise secured conventional electronic documents.** Conventional electronic documents that are:
 - (1) About a specific individual, their property, or their account; and
 - (2) Password-protected or otherwise secured.
- (e) **Preexisting social media posts.** A public entity's social media posts that were posted before the date the public entity is required to comply with this subpart.

§ 35.202 Conforming alternate versions.

- (a) A public entity may use conforming alternate versions of web content, as defined by WCAG 2.1, to comply with § 35.200 only where it is not possible to make web content directly accessible due to technical or legal limitations.
- (b) WCAG 2.1 is incorporated by reference into this section with the approval of the Director of the FEDERAL REGISTER under 5 U.S.C. 552(a) and 1 CFR part 51. All material approved for incorporation by reference is available for inspection at the U.S. Department of Justice and at NARA. Contact the U.S. Department of Justice at: Disability Rights Section, Civil Rights Division, U.S. Department of Justice, 150 M St. NE, 9th Floor, Washington, DC 20002; ADA Information Line: (800) 514-0301 (voice) or 1-833-610-1264 (TTY); website: www.ada.gov [<https://perma.cc/U2V5-78KW>]. For information on the availability of this material at NARA, visit www.archives.gov/federal-register/cfr/ibr-locations.html [<https://perma.cc/9SJ7-D7XZ>] or email fr.inspection@nara.gov. The material may be obtained from W3C WAI, 401 Edgewater Place, Suite 600, Wakefield, MA 01880; phone: (339) 273-2711; email: contact@w3.org; website: <https://www.w3.org/TR/2018/REC-WCAG21-20180605/> and <https://perma.cc/UB8A-GG2F>.

§ 35.203 Equivalent facilitation.

Nothing in this subpart prevents the use of designs, methods, or techniques as alternatives to those prescribed, provided that the alternative designs, methods, or techniques result in substantially equivalent or greater accessibility and usability of the web content or mobile app.

§ 35.204 Duties.

Where a public entity can demonstrate that compliance with the requirements of § 35.200 would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens, compliance with § 35.200 is required to the extent that it does not result in a fundamental alteration or undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with § 35.200 would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or their designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity to the maximum extent possible.

§ 35.205 Effect of noncompliance that has a minimal impact on access.

A public entity that is not in full compliance with the requirements of § 35.200(b) will be deemed to have met the requirements of § 35.200 in the limited circumstance in which the public entity can demonstrate that the noncompliance has such a minimal impact on access that it would not affect the ability of individuals with disabilities to use the public entity's web content or mobile app to do any of the following in a manner that provides substantially equivalent timeliness, privacy, independence, and ease of use:

- (a) Access the same information as individuals without disabilities;
- (b) Engage in the same interactions as individuals without disabilities;
- (c) Conduct the same transactions as individuals without disabilities; and
- (d) Otherwise participate in or benefit from the same services, programs, and activities as individuals without disabilities.

§§ 35.206-35.209 [Reserved]

Subpart I—Accessible Medical Diagnostic Equipment

Source: AG Order No. 5982-2024, 89 FR 65187, Aug. 9, 2024, unless otherwise noted.

§ 35.102 Application.

- (a) Except as provided in paragraph (b) of this section, this part applies to all services, programs, and activities provided or made available by public entities.
- (b) To the extent that public transportation services, programs, and activities of public entities are covered by subtitle B of title II of the ADA (42 U.S.C. 12141), they are not subject to the requirements of this part.

§ 35.103 Relationship to other laws.

- (a) **Rule of interpretation.** Except as otherwise provided in this part, this part shall not be construed to apply a lesser standard than the standards applied under title V of the Rehabilitation Act of 1973 (29 U.S.C. 791) or the regulations issued by Federal agencies pursuant to that title.
- (b) **Other laws.** This part does not invalidate or limit the remedies, rights, and procedures of any other Federal laws, or State or local laws (including State common law) that provide greater or equal protection for the rights of individuals with disabilities or individuals associated with them.

§ 35.104 Definitions.

For purposes of this part, the term—

1991 Standards means the requirements set forth in the ADA Standards for Accessible Design, originally published on July 26, 1991, and republished as Appendix D to 28 CFR part 36.

2004 ADAAG means the requirements set forth in appendices B and D to 36 CFR part 1191 (2009).

2010 Standards means the 2010 ADA Standards for Accessible Design, which consist of the 2004 ADAAG and the requirements contained in § 35.151.

Act means the Americans with Disabilities Act (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611).

Archived web content means web content that—

- (1) Was created before the date the public entity is required to comply with subpart H of this part, reproduces paper documents created before the date the public entity is required to comply with subpart H, or reproduces the contents of other physical media created before the date the public entity is required to comply with subpart H;
- (2) Is retained exclusively for reference, research, or recordkeeping;
- (3) Is not altered or updated after the date of archiving; and
- (4) Is organized and stored in a dedicated area or areas clearly identified as being archived.

Assistant Attorney General means the Assistant Attorney General, Civil Rights Division, United States Department of Justice.

Auxiliary aids and services includes—

- (1) Qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text

telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing;

- (2) Qualified readers; taped texts; audio recordings; Brailled materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision;
- (3) Acquisition or modification of equipment or devices; and
- (4) Other similar services and actions.

Complete complaint means a written statement that contains the complainant's name and address and describes the public entity's alleged discriminatory action in sufficient detail to inform the agency of the nature and date of the alleged violation of this part. It shall be signed by the complainant or by someone authorized to do so on his or her behalf. Complaints filed on behalf of classes or third parties shall describe or identify (by name, if possible) the alleged victims of discrimination.

Conventional electronic documents means web content or content in mobile apps that is in the following electronic file formats: portable document formats ("PDF"), word processor file formats, presentation file formats, and spreadsheet file formats.

Current illegal use of drugs means illegal use of drugs that occurred recently enough to justify a reasonable belief that a person's drug use is current or that continuing use is a real and ongoing problem.

Designated agency means the Federal agency designated under subpart G of this part to oversee compliance activities under this part for particular components of State and local governments.

Direct threat means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services as provided in § 35.139.

Disability. The definition of *disability* can be found at § 35.108.

Drug means a controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812).

Existing facility means a facility in existence on any given date, without regard to whether the facility may also be considered newly constructed or altered under this part.

Facility means all or any portion of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property, including the site where the building, property, structure, or equipment is located.

Historic preservation programs means programs conducted by a public entity that have preservation of historic properties as a primary purpose.

Historic Properties means those properties that are listed or eligible for listing in the National Register of Historic Places or properties designated as historic under State or local law.

Housing at a place of education means housing operated by or on behalf of an elementary, secondary, undergraduate, or postgraduate school, or other place of education, including dormitories, suites, apartments, or other places of residence.

Illegal use of drugs means the use of one or more drugs, the possession or distribution of which is unlawful under the Controlled Substances Act (21 U.S.C. 812). The term *illegal use of drugs* does not include the use of a drug taken under supervision by a licensed health care professional, or other uses authorized by the Controlled Substances Act or other provisions of Federal law.

Individual with a disability means a person who has a disability. The term *individual with a disability* does not include an individual who is currently engaging in the illegal use of drugs, when the public entity acts on the basis of such use.

Medical diagnostic equipment ("MDE") means equipment used in, or in conjunction with, medical settings by health care providers for diagnostic purposes. MDE includes, for example, examination tables, examination chairs (including chairs used for eye examinations or procedures and dental examinations or procedures), weight scales, mammography equipment, x-ray machines, and other radiological equipment commonly used for diagnostic purposes by health professionals.

Mobile applications ("apps") means software applications that are downloaded and designed to run on mobile devices, such as smartphones and tablets.

Other power-driven mobility device means any mobility device powered by batteries, fuel, or other engines—whether or not designed primarily for use by individuals with mobility disabilities—that is used by individuals with mobility disabilities for the purpose of locomotion, including golf cars, electronic personal assistance mobility devices (EPAMDs), such as the Segway® PT, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair within the meaning of this section. This definition does not apply to Federal wilderness areas; wheelchairs in such areas are defined in section 508(c)(2) of the ADA, 42 U.S.C. 12207(c)(2).

Public entity means—

- (1) Any State or local government;
- (2) Any department, agency, special purpose district, or other instrumentality of a State or States or local government; and
- (3) The National Railroad Passenger Corporation, and any commuter authority (as defined in section 103(8) of the Rail Passenger Service Act).

Qualified individual with a disability means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

Qualified interpreter means an interpreter who, via a video remote interpreting (VRI) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators.

Qualified reader means a person who is able to read effectively, accurately, and impartially using any necessary specialized vocabulary.

Section 504 means section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 87 Stat. 394 (29 U.S.C. 794)), as amended.

Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Special district government means a public entity—other than a county, municipality, township, or independent school district—authorized by State law to provide one function or a limited number of designated functions with sufficient administrative and fiscal autonomy to qualify as a separate government and whose population is not calculated by the United States Census Bureau in the most recent decennial Census or Small Area Income and Poverty Estimates.

Standards for Accessible Medical Diagnostic Equipment ("Standards for Accessible MDE") means the standards promulgated by the Architectural and Transportation Barriers Compliance Board under section 510 of the Rehabilitation Act of 1973, as amended, found at 36 CFR part 1195 (revised as of July 1, 2017), with the exception of M301.2.2 and M302.2.2.

State means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Trust Territory of the Pacific Islands, and the Commonwealth of the Northern Mariana Islands.

Total population means—

- (1) If a public entity has a population calculated by the United States Census Bureau in the most recent decennial Census, the population estimate for that public entity as calculated by the United States Census Bureau in the most recent decennial Census; or
- (2) If a public entity is an independent school district, or an instrumentality of an independent school district, the population estimate for the independent school district as calculated by the United States Census Bureau in the most recent Small Area Income and Poverty Estimates; or
- (3) If a public entity, other than a special district government or an independent school district, does not have a population estimate calculated by the United States Census Bureau in the most recent decennial Census, but is an instrumentality or a commuter authority of one or more State or local governments that do have such a population estimate, the combined decennial Census population estimates for any State or local governments of which the public entity is an instrumentality or commuter authority; or
- (4) For the National Railroad Passenger Corporation, the population estimate for the United States as calculated by the United States Census Bureau in the most recent decennial Census.

User agent means any software that retrieves and presents web content for users.

Video remote interpreting (VRI) service means an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images as provided in § 35.160(d).

WCAG 2.1 means the Web Content Accessibility Guidelines ("WCAG") 2.1, W3C Recommendation 05 June 2018, <https://www.w3.org/TR/2018/REC-WCAG21-20180605/> and <https://perma.cc/UB8A-GG2F>. WCAG 2.1 is incorporated by reference elsewhere in this part (see §§ 35.200 and 35.202).

Web content means the information and sensory experience to be communicated to the user by means of a user agent, including code or markup that defines the content's structure, presentation, and interactions. Examples of web content include text, images, sounds, videos, controls, animations, and conventional electronic documents.

Wheelchair means a manually-operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor or of both indoor and outdoor locomotion. This definition does not apply to Federal wilderness areas; wheelchairs in such areas are defined in section 508(c)(2) of the ADA, 42 U.S.C. 12207(c)(2).

[Order No. 1512-91, 56 FR 35716, July 26, 1991, as amended by AG Order No. 3180-2010, 75 FR 56177, Sept. 15, 2010; 76 FR 13285, Mar. 11, 2011; AG Order 3702-2016, 81 FR 53223, Aug. 11, 2016; AG Order No. 5919-2024, 89 FR 31336, Apr. 24, 2024; AG Order No. 5982-2024, 89 FR 65187, Aug. 9, 2024]

§ 35.105 Self-evaluation.

- (a) A public entity shall, within one year of the effective date of this part, evaluate its current services, policies, and practices, and the effects thereof, that do not or may not meet the requirements of this part and, to the extent modification of any such services, policies, and practices is required, the public entity shall proceed to make the necessary modifications.
- (b) A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments.
- (c) A public entity that employs 50 or more persons shall, for at least three years following completion of the self-evaluation, maintain on file and make available for public inspection:
 - (1) A list of the interested persons consulted;
 - (2) A description of areas examined and any problems identified; and
 - (3) A description of any modifications made.
- (d) If a public entity has already complied with the self-evaluation requirement of a regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this section shall apply only to those policies and practices that were not included in the previous self-evaluation.

(Approved by the Office of Management and Budget under control number 1190-0006)

[56 FR 35716, July 26, 1991, as amended by Order No. 1694-93, 58 FR 17521, Apr. 5, 1993]

ADA DIGITAL ACCESSIBILITY CHECKLIST

- Website Functionality Operable Via Keyboard
- Clear Headings And Labels Used
- Clear And Helpful Web Page Titles Used
- Provide Alternate Text To Meaningful Images
- Ensure A High Contrast Between Text Sections And Their Backgrounds
- Ensure That Info Conveyed By Color Is Also Visually Evident Without Color
- Provide Captions On Videos With Audio
- Provide Captions For Live Videos
- Provide Website Visitors With Audio Descriptions For Video Content
- Ensure Text Can Be Resized To 200% Without Loss Of Content/Function
- Ensure There Is No Loss In Website Functionality When Visitors Adjust Text Spacing
- Ensure Website Visitors Can Use Portrait/Landscape Screen Orientation
- Ensure The Website Is Responsive And Adapts To Use On Smaller Screens
- Ensure All Website Functions Are Accessible For Visitors With Limited Mobility
- Provide “Skip To Content” Link For Bypass/Easy Navigation Functions
- Ensure “Errors” Are Clearly Identified And Not Merely Indicated By Color
- Ensure Websites Are Free From Content That Can Cause/Trigger Seizures
- Ensure Website Visitors Are Able To Control Auto-Playing Video
- Ensure Website Visitors Can Control Time Limits When Engaging Interactive Elements
- Ensure Single-Key Shortcuts Can Be Disabled/Modified to Accommodate Website Visitors



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mlttge, Director of Engineering
DATE: March 2, 2026
SUBJECT: Property Acquisition in Connection with 2016 SSA Remedial Measures, Sub-Basin P005, Project No. 17-09-C1

SUMMARY

As part of the construction for this project, an additional updated acquisition fee is required for the property below. In the event the named landowner declines to grant the sale, staff recommend the city attorney be allowed to move forward under eminent domain to obtain the required fee acquisition. Total acquisition fee for the property listed below is \$4,000.00.

Tract	Parcel	Owner	Location	Size	Purchase Price
T13	18112-0011-00011-00	Dylan T. Glaze	3200 Block North L	3,537 sq. feet	\$4,000.00

This tract was previously approved as part of R-201-25; however, due to the easement amount versus total tract size acquisition, the total area of property is required for the easement, leaving the property unusable by the landowners. An exhibit provided by Halff engineering firm shows the acquisition as a Permanent Utility Easement but in the legal description calls out 'All of Lot 11'. City staff have had Lot 11 appraised as a fee simple. The purchase price did not change.

In order to maintain the construction schedule, staff recommends the attached Resolution, which includes authorizing the city administrator and city attorney to proceed with eminent domain actions to acquire the needed property if the landowners decline to accept the city's offer, be submitted to the Board for approval. The landowner was notified by mail of the Board meeting on 2/23/2026. Should eminent domain proceedings commence, the Board of Directors will be notified. Representatives of the city will continue to negotiate with the property owners to reach a mutually agreeable settlement. 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. [3-17-26_Item_ID_2595_Resolution_Engineering-Utilities.pdf](#)
2. [4-7-26 Item ID 2595 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$4,000.00

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY IN CONNECTION WITH THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN P005, PROJECT NO. 17-09-C1

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

SECTION 1: The following appraised value for the fee acquisition of property for the construction of the 2016 SSA Remedial Measures, Sub-Basin P005, Project No. 17-09-C1, is hereby approved, and acquisition for the value listed is hereby authorized:

<u>Tract No.</u>	<u>Parcel Number</u>	<u>Owner</u>	<u>Appraised Value</u>
T13	18112-0011-00011-00	Dylan T. Glaze	\$4,000.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the property identified in Section 1 for the noted value.

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

This Resolution adopted this _____ day of _____ 2026.


APPROVED:

Mayor

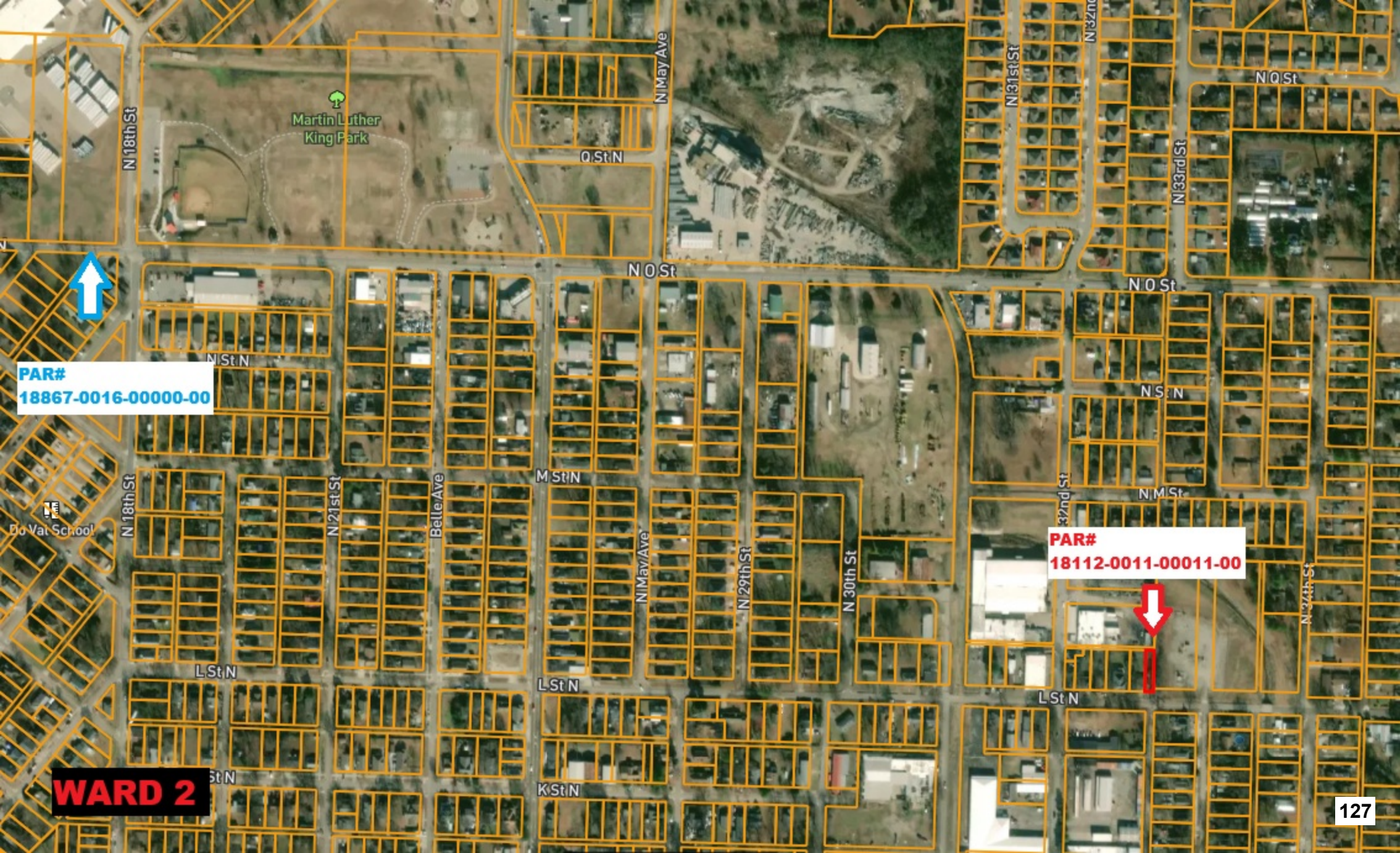
Attest:

City Clerk

APPROVED AS TO FORM:



npr



Martin Luther King Park

PAR#
18867-0016-00000-00

PAR#
18112-0011-00011-00

WARD 2

127

T13	18112-0011-00011-00	Dylan T Glaze	2808 Southridge Est Fort Smith, AR	3,537 sqft	\$4,000.00
T14	18867-0016-00000-00	MRW, INC	Nort O Street Fort Smith, AR	3,960 sqft	\$1,100.00



October 1, 2025

To **Dylan T Glaze**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **2808 Southridge Est, Fort Smith, Arkansas**.

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to Sub-Basin P005, will have an impact on your property at **2808 Southridge Est**. An exhibit showing the sewer easement area across your property is enclosed. The consideration being offered by the City is **\$4,000.00**.

The Utility Department will be taking this project, that includes the **2808 Southridge Est property**, to the Fort Smith Board of Directors on **10/21/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

17-09: 2016 SSA Remedial Measures

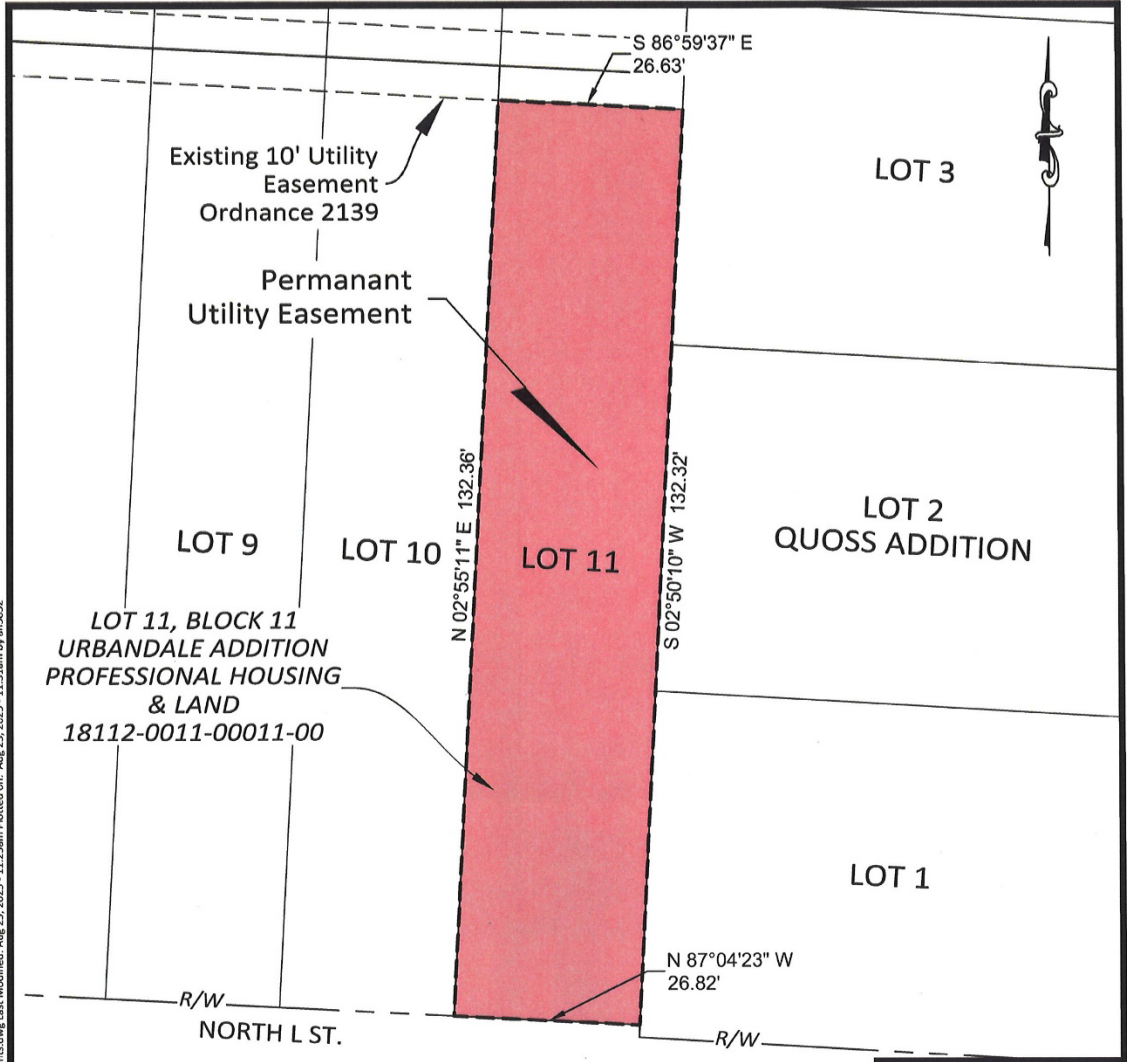
Property Tract Number is –

Tract 13

Should you have any questions or concerns, please feel free to contact me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

Chad Bethel
Real Property/Land Manager
The City of Fort Smith Utility Department
Enclosures



Drawing Name: A:\580003\58724\001\SURVAC\ADD\Sheets\58724 FSU-21 Easements.dwg, Last Modified: Aug 25, 2025 - 11:25am Plotted on: Aug 25, 2025 - 11:31am by ahs852


PERMANENT UTILITY EASEMENT

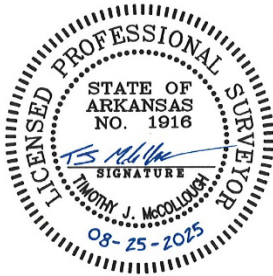
PROFESSIONAL HOUSING & LAND : #18112-0011-00011-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Professional Housing & Land. Said tract being part of the Southwest Quarter (SW/4) of Section Ten (10), Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

All of Lot 11, Block 11, Urbandale Addition, Sebastian County, Arkansas, filed for record January 5th, 1912, LESS AND EXCEPT the Northernmost Five-Feet (5') of said Lot 11.

Said permanent utility easement as described containing a total of 0.08 acres (3,537 sqft), more or less.

	Permanent Utility Easement	±3,537 SF ±0.08 Ac
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Coordinates are Based on the City of Fort Smith GIS Control Monuments

NOT A SURVEY OR PLAT



HALFF ASSOCIATES, INC.
5704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
479.452.1933 - HALFF.COM

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

PROFESSIONAL HOUSING & LAND

Parcel # 18112-0011-00011-00

Fort Smith, Arkansas
Sheet 1 of 1



October 1, 2025

To **MRW, INC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **PAR# 18867-0016-00000-00, Fort Smith, Arkansas.**

The City is requesting a Sewer Utility Easement on your property to allow the work to be done. The improvements to Sub-Basin P005, will have an impact on your property at **PAR# 18867-0016-00000-00.** An exhibit showing the sewer easement area across your property is enclosed. The consideration being offered by the City is **\$4,000.00.**

The Utility Department will be taking this project, that includes the **PAR# 18867-0016-00000-00 property,** to the Fort Smith Board of Directors on **10/21/2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

17-09: 2016 SSA Remedial Measures

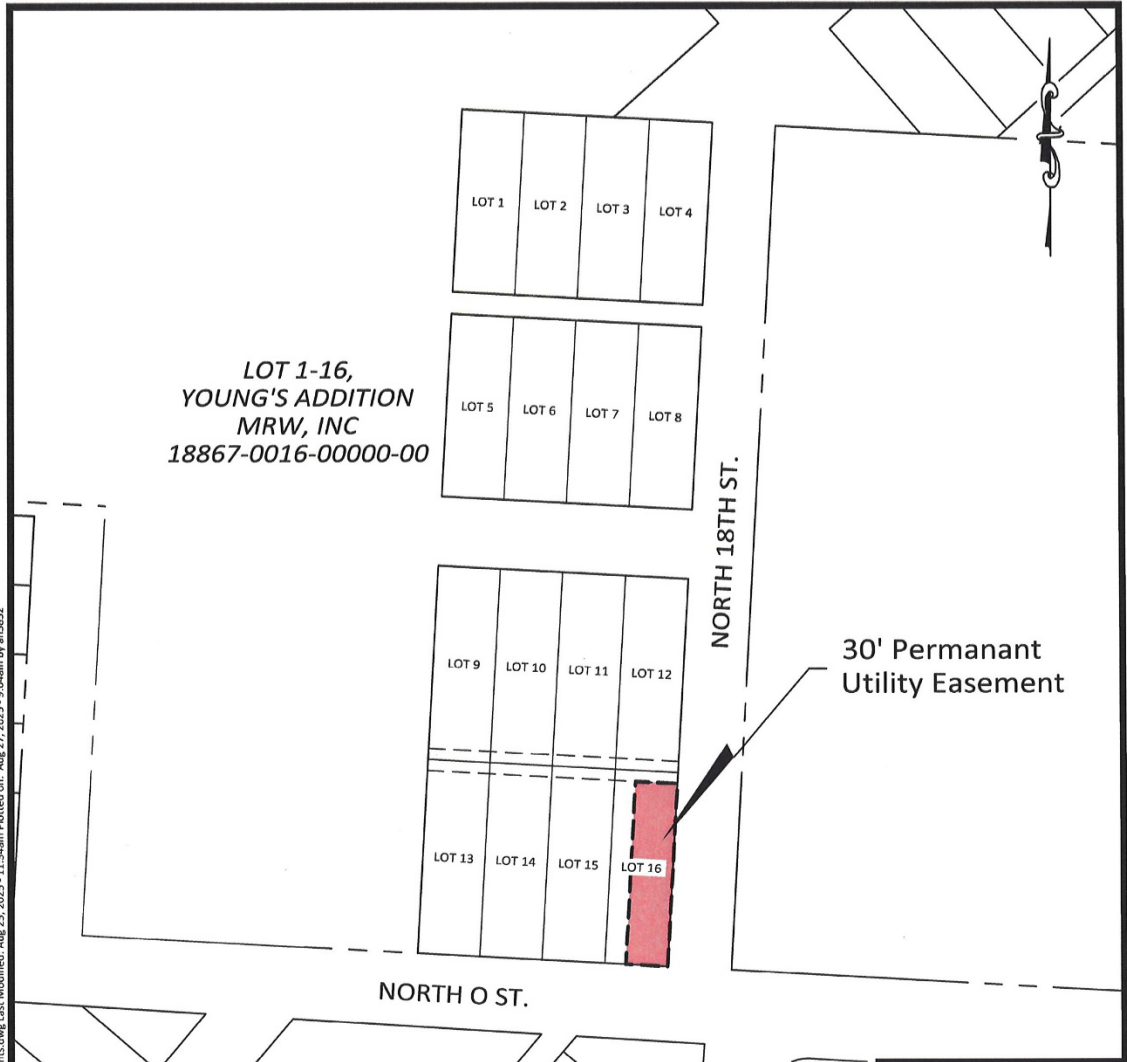
Property Tract Number is –

Tract 14

Should you have any questions or concerns, please feel free to contact me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

Chad Bethel
Real Property/Land Manager
The City of Fort Smith Utility Department
Enclosures



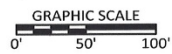
Drawing Name: A:\580000\58724\001\SURV\CADD\Sheets\58724 FSU-21 Easements.dwg, Last Modified: Aug 25, 2025 - 11:34am Plotted on: Aug 27, 2025 - 9:04am by ah5852

PERMANANT UTILITY EASEMENT
MRW, INC. : #18867-0016-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to MRW, INC. Said tract being part of the Southwest Quarter (SW/4) of Section Nine (9), Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:
The Easternmost Thirty-Feet (30') of Lot 16, Young's Addition, Sebastian County, Arkansas, filed for record November 27, 1889, LESS AND EXCEPT the Northernmost Eight-Feet (8') of said Lot 16.

Said permanent utility easement as described containing a total of 0.10 acres (3960 sqft), more or less.

	30' Permanent Utility Easement	±3960 SF ±0.10 Ac
--	--------------------------------	----------------------



Coordinates are Based on the City of Fort Smith GIS Control Monuments

NOT A SURVEY OR PLAT

HALFF ASSOCIATES, INC.
5704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
478.492.1833 - HALFF.COM

EXHIBIT "A"
30' PERMANANT UTILITY EASEMENT

MRW, INC.
Parcel # 18867-0016-00000-00

Fort Smith, Arkansas
Sheet 1 of 2

Ken Colley & Associates, Inc.

4111 Massard Rd, Fort Smith, AR 72903
Email (Ken) – appraisals@kencolleyinc.com
Email (Lisa) – lkdaniel@kencolleyinc.com
Website - www.kencolleyinc.com

REAL ESTATE APPRAISAL REPORT FILE #10054

**VACANT LOT
DYLLAN GLAZE**
3200 BLOCK OF N L ST
FORT SMITH, AR 72904

REQUESTED BY
CHAD BETHEL
CITY OF FORT SMITH
801 CARNALL AVE SUITE 500
FORT SMITH, AR 72901

INTENDED USERS
CITY OF FORT SMITH
801 CARNALL AVE SUITE 500
FORT SMITH, AR 72901

INSPECTION/VALUE DATE
SEPTEMBER 4, 2025

BY
KEN COLLEY – AR #CG0298, OK #10860CGA
LISA K DANIEL – AR #CR1214

Ken Colley & Associates, Inc.

Ken Colley, Owner
Real Estate Appraisers
Commercial & Residential

4111 Massard Rd
Fort Smith, AR 72903

Phone: 479-452-0078
Fax: 479-452-6202

Email: appraisals@kencolleyinc.com
Website: www.kencolleyinc.com

September 15, 2025

Chad Bethel
City of Fort Smith
801 Carnall Ave, Suite 500
Fort Smith, AR 72901

RE: Dylan Glaze
Parcel #18112-0011-00011-00
3200 Block N L St
Fort Smith, AR 72904

Dear Mr. Bethel:

In accordance with your request, the above captioned property has been inspected for the purpose of estimating the market value of fee simple interest. This is an appraisal report in accordance with USPAP Standards Rule 2-2. This appraisal is intended for the sole use of the client.

To the best of my knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act "FIRREA").

An inspection of the subject property was made by Ken Colley and Lisa Daniel. A description of the subject property's site and improvements is included in the appraisal report. Data pertinent to the subject property was analyzed, selected data is included in the appraisal, and an opinion of value was determined. It is my opinion that the estimated market value of the fee simple interest for the subject property in "As Is" condition as of September 4, 2025, is estimated to be:

\$4,000

The reader should review the limiting conditions and certification included in this report. Should you need further information or have any questions, please call.

Sincerely,



Ken Colley, IFA
AR #CG0298; OK #10860CGA



Lisa K. Daniel
AR#1214

Ken Colley & Associates, Inc.

4111 Massard Rd, Fort Smith, AR 72903
Email (Ken) – appraisals@kencolleyinc.com
Email (Lisa) – lkdaniel@kencolleyinc.com
Website - www.kencolleyinc.com

REAL ESTATE APPRAISAL REPORT FILE #10055

**PROPOSED UTILITY EASEMENT
MRW, INC**
NW CORNER OF N O ST & N 13TH ST
FORT SMITH, AR 72901

REQUESTED BY
CHAD BETHEL
CITY OF FORT SMITH
801 CARNALL AVE SUITE 500
FORT SMITH, AR 72901

INTENDED USERS
CITY OF FORT SMITH
801 CARNALL AVE SUITE 500
FORT SMITH, AR 72901

INSPECTION/VALUE DATE
SEPTEMBER 4, 2025

BY
KEN COLLEY – AR #CG0298, OK #10860CGA
LISA K DANIEL – AR #CR1214

Ken Colley & Associates, Inc.

Ken Colley, Owner
Real Estate Appraisers
Commercial & Residential

4111 Massard Rd
Fort Smith, AR 72903

Phone: 479-452-0078
Fax: 479-452-6202

Email: appraisals@kencolleyinc.com
Website: www.kencolleyinc.com

September 16, 2025

Chad Bethel
City of Fort Smith
801 Carnall Ave, Suite 500
Fort Smith, AR 72901

RE: MRW, Inc
Parcel #18867-0016-00000-00
NW Corner of N O St & N 13th St
Fort Smith, AR 72901

Dear Mr. Bethel:

In accordance with your request, the above captioned property has been inspected for the purpose of estimating the market value of fee simple interest of the before and after value of the taking. This is an appraisal report in accordance with USPAP Standards Rule 2-2. This appraisal is intended for the sole use of the client.

To the best of my knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act "FIRREA").

An inspection of the subject property was made by Ken Colley and Lisa Daniel. A description of the subject property's site and propose permanent utility easement is included in the appraisal report. Data pertinent to the subject property was analyzed, selected data is included in the appraisal, and an opinion of value was determined. It is my opinion that the estimated market value of the fee simple interest of the before and after value for the subject property as of September 4, 2025, is estimated to be:


Value Before Taking	\$ 88,200
Value After Taking	\$ 87,150
Value Difference	\$ 1,050
Rounded To:	\$ 1,100

The reader should review the limiting conditions and certification included in this report. Should you need further information or have any questions, please call.

Sincerely,



Ken Colley, IFA
AR #CG0298; OK #10860CGA



Lisa K. Daniel
AR#CR1214



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: March 18, 2026
SUBJECT: Partial Payment to Krapff-Reynolds Construction Company for the 2017 SSA Remedial Measures, Sub-Basin MC06, Project No. 19-15-C1

SUMMARY

On November 4, 2025, the Board of Directors approved the bid of Krapff-Reynolds Construction Company in the amount of \$9,096,780.50, with a completion date of February 4, 2027 (R-181-25). The scope of this Consent Decree project includes the rehabilitation or replacement of approximately 160 sanitary sewer manholes and 17,950 linear feet of 8-inch and 12-inch diameter sanitary sewer line by conventional open cut installation, pipe bursting, and cured-in-place pipe lining. An exhibit showing the location of the project and project summary are attached for your review.

A Resolution authorizing the approval of Pay Estimate No. 2 as a partial payment to Krapff-Reynolds Construction Company in the amount of \$844,804.74 is attached. Funding for this project is available through the 2025 Sales and Use Tax Bonds.

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. [4-7-26_Item_ID2652_Resolution_Engineering-Utilities.pdf](#)
2. [4-7-26_Item_ID2652_Attachment_Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$844,804.74
BUDGET INFORMATION: Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PARTIAL PAYMENT TO KRAPFF-REYNOLDS CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN MC06, PROJECT NO. 19-15-C1

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

Payment in the amount of \$844,804.74 for Periodic Pay Estimate Two to Krapff-Reynolds Construction Company is hereby approved for the construction of the 2017 SSA Remedial Measures, Sub-Basin MC06, Project No. 19-15-C1.

This Resolution adopted this _____ day of _____, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

Project Summary

Project Name: 2017 SSA Remedial Measures - Sub-Basin MC06
Project Status: In Progress

Project Number: 19-15-C1
Today's Date: March 16, 2026

Project Engineer: Tyler Eldridge
Staff Contact Name: Todd Mittge

Project Contractor: Krapff-Reynolds Construction Company
Staff Contact Phone: (479) 784-2247

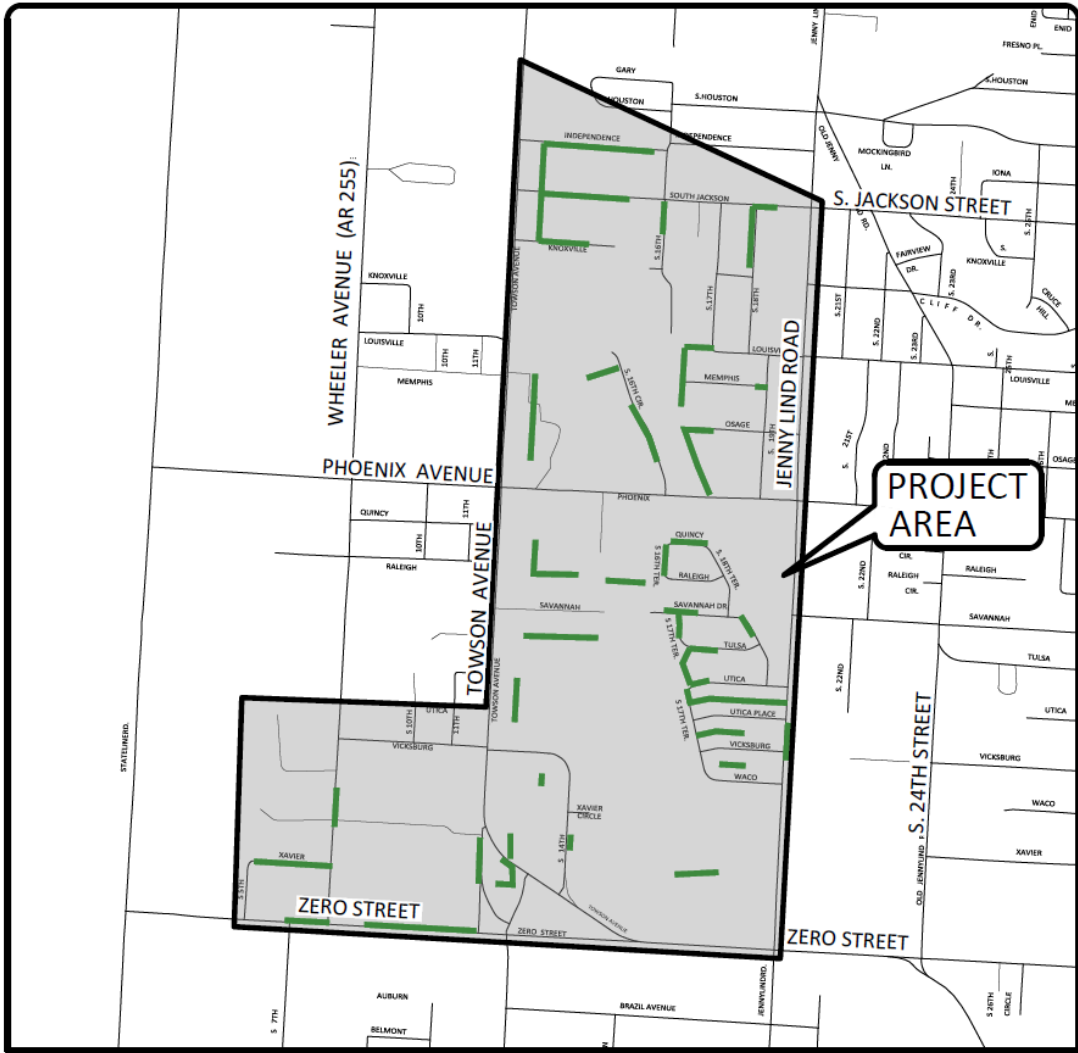
Notice to Proceed Issued:
 1/5/2026

Contact Breakdown		
	Dollar Amount	Contract Time (Days)
Original Contract Amount:	\$9,096,780.50	395
Change Order(#1):		
Change Order(#2):		
Total Change Orders:	\$0.00	0
Adjusted Contract:	\$9,096,780.50	395

Contract Payment Breakdown		
	Dollar Amount	
Aadjusted Contract Amount	\$9,096,780.50	
Previous Payments	\$302,985.07	
Final Payment Amount:	\$0.00	
Contract Balance Remaining	\$8,793,795.43	96.67%

Final Comments:

Payment is for items associated with open cut sewer replacement, pipe bursting, CIPP lining, and sanitary sewer service installation.



LOCATION MAP



New Manhole with Sanitary Sewer Service



Sending Pit for HDPE Pipe Bursting



Fused HDPE laid out prior to installation



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: March 30, 2026
SUBJECT: Acquisition of Property in connection with the Basin 10 and 14 Capacity Improvements, Phase 2, Project No. 24-11

SUMMARY

As part of the construction for this project, fee acquisition is required for the properties listed below owned by Union Pacific Railroad, totaling \$203,000.00.

Tract	Value	Square Feet
B	\$49,000.00	1.52
C	\$66,000.00	1.60
D	\$17,000.00	0.32
E	\$35,000.00	1.07
F	\$36,000.00	1.48

There are no parcel numbers for these tracts, the areas are currently abandoned and contain no rail tracks. We are requesting Fee Acquisition to eliminate the possibility of a railway line ever being placed there in the future. Tract A has been removed from price shown in the appraisal as it was purchased in 2008.

In the event the named landowner declines to grant the acquisition, staff recommend that the city attorney be allowed to move forward under eminent domain to obtain the needed acquisition.

Because of the project's scheduling, staff recommends that the attached Resolution, which includes authorizing the city administrator and city attorney to proceed with eminent domain actions to acquire the needed sewer acquisition if the landowner declines to accept the city's offer. As always, representatives of the city will continue to negotiate with the property owners in an effort to reach a mutually agreeable settlement.

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. [4-7-26_Item_ID_2672_Resolution_Engineering-Utilities.pdf](#)
2. [4-7-26 Item ID 2672 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$203,000.00

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

CONSENT DECREE

RESOLUTION NO. _____

RESOLUTION AUTHORIZING FEE ACQUISITION OF PROPERTY IN CONNECTION WITH THE BASIN 10 & 14 CAPACITY IMPROVEMENTS, PHASE 2, PROJECT NO. 24-11

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

SECTION 1: The following appraised values for fee acquisition of property for construction purposes in connection with the Basin 10 & 14 Capacity Improvements, Phase 2, Project No. 24-11 are approved, and fee acquisition of the properties for the amounts listed below are hereby authorized:

All tracts are currently owned by Union Pacific Railroad.

<u>TRACT</u>	<u>VALUE</u>	<u>SQ.FT</u>
B	\$49,000.00	1.52
C	\$66,000.00	1.60
D	\$17,000.00	0.32
E	\$35,000.00	1.07
F	\$36,000.00	1.48

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the properties above for the above listed values, totaling \$203,000.00.

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

This Resolution adopted this _____ day of April, 2026.

APPROVED:

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:



npr

START



FINISH

Ward 1 & 2

**24-11-ED1
Basin 10 & 14 Capacity Improvements**

Fort Smith Suburban Railroad Acquisition Description – Tract A

All of the Fort Smith Suburban Railroad right-of-way lying between the North right-of-way of Free Ferry Road and the North and West Lines of the J.B. Brinley's Addition, City of Fort Smith, Sebastian County, Arkansas, containing approximately 1.01 acres more or less.

Fort Smith Suburban Railroad Acquisition Description – Tract B

All of the Fort Smith Suburban Railroad right-of-way lying between the North right-of-way of Park Avenue, the South right-of-way of Kinkead Avenue, the East line of Blocks 8, 9 & 10 of Kinkead's Addition and the West line of Blocks G, J & A of Brentwood Addition, City of Fort Smith, Sebastian County, Arkansas less and except any public road rights-of-way contained therein, containing approximately 1.52 acres more or less.

Fort Smith Suburban Railroad Acquisition Description – Tract C

All of the Fort Smith Suburban Railroad right-of-way lying between the North right-of-way of Kinkead Avenue, the South right-of-way of Grand Avenue, the East line of Blocks 7 & 8 of Tilles & Phillips Addition, the East line of Blocks H & T of Hendrick Addition and the West line of More's Addition, City of Fort Smith, Sebastian County, Arkansas less and except any public road rights-of-way contained therein, containing approximately 1.60 acres more or less.

Fort Smith Suburban Railroad Acquisition Description – Tract D

All of the Fort Smith Suburban Railroad right-of-way lying between the North right-of-way of Grand Avenue, the South right-of-way of North I Street, the East line of Block 9 of Westminster Addition and the West line of Block 1 of Jefferson Place Addition, City of Fort Smith, Sebastian County, Arkansas less and except any public road rights-of-way contained therein, containing approximately 0.32 acres more or less.

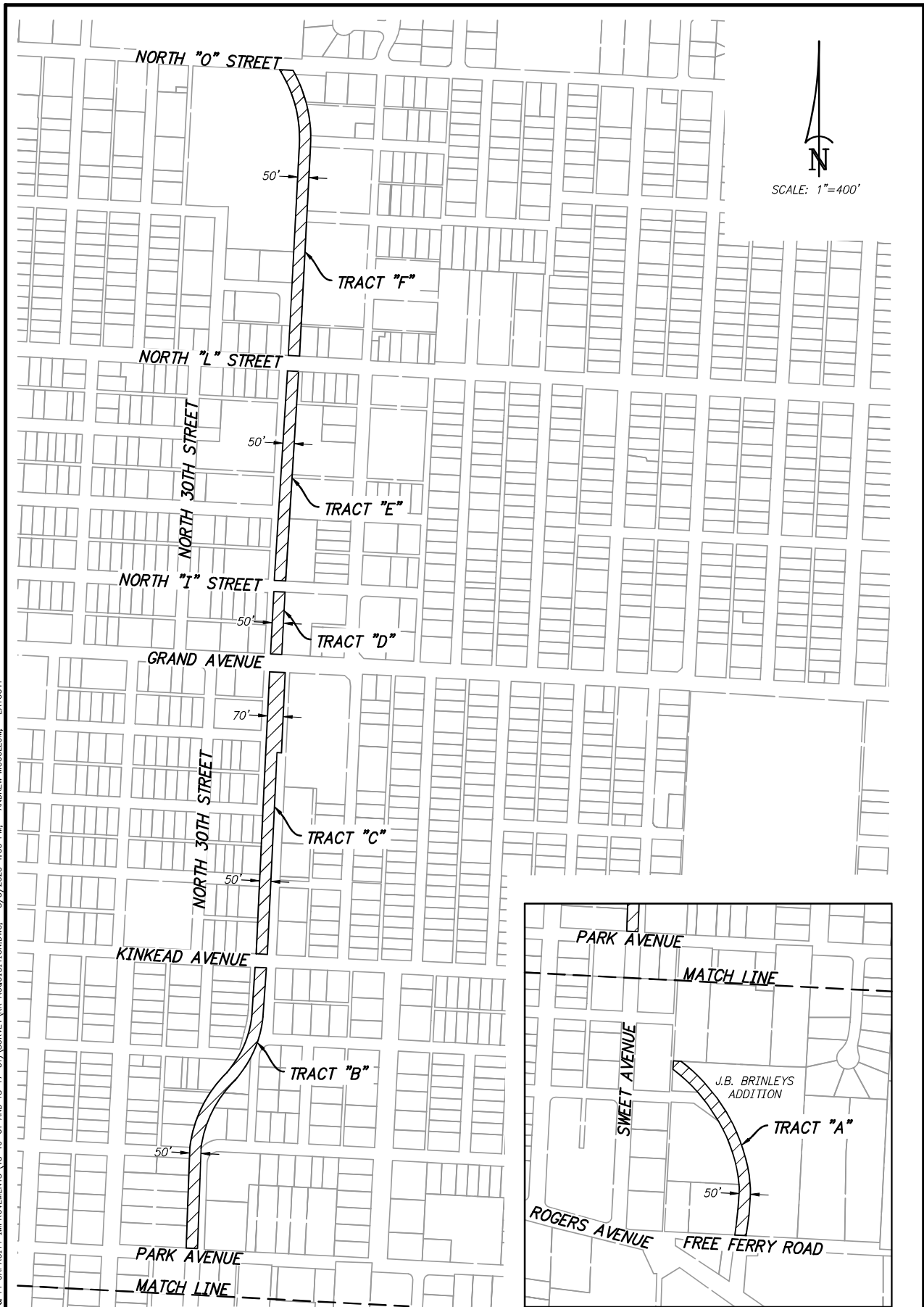
Fort Smith Suburban Railroad Acquisition Description – Tract E

All of the Fort Smith Suburban Railroad right-of-way lying between the North right-of-way of North I Street, the South right-of-way of North L Street, the East line of Block 10 of Westminster Addition, the East line of Blocks 11 & 12 of Hunton's Addition and the West line of Blocks 2, 3 & 4 of Jefferson's Place Addition, the City of Fort Smith, Sebastian County, Arkansas less and except any public road rights-of-way contained therein, containing approximately 1.07 acres more or less.

Fort Smith Suburban Railroad Acquisition Description – Tract F

All of the Fort Smith Suburban Railroad right-of-way lying between the North right-of-way of North L Street, the South right-of-way of North O Street, the East line of Blocks 3, 4, 5 & 6 of Urbandale Addition and the West line of Blocks 7, 8, 9 & 10 of Urbandale Addition, City of Fort Smith, Sebastian County, Arkansas less and except any public road rights-of-way contained therein, containing approximately 1.48 acres more or less.

Z:\21-22-EC1 BASIN 10 & 14 CAPACITY IMPROVEMENTS (18-16-C1 AND 18-17-C1)\SURVEY\RR ACQUISITION.DWG, 8/5/2025 4:53 PM, ANDREW MCCOLLUM, LAYOUT



FORT SMITH, ARKANSAS
 FORT SMITH SUBURBAN RAILROAD
 RIGHT-OF-WAY ACQUISITION
 EXHIBIT "A"

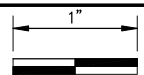
FOR: CITY OF FORT SMITH

DATE: 08/05/2025 SCALE: 1"=400' JOB NO. 24-11-ED1

HW HAWKINS & WEIR
 ENGINEERS, INC.

Van Buren | Fort Smith | Fayetteville | Little Rock
 (479) 474-1227 | (479) 242-4685 | (479) 455-2206 | (501) 374-4846

www.hawkins-weir.com

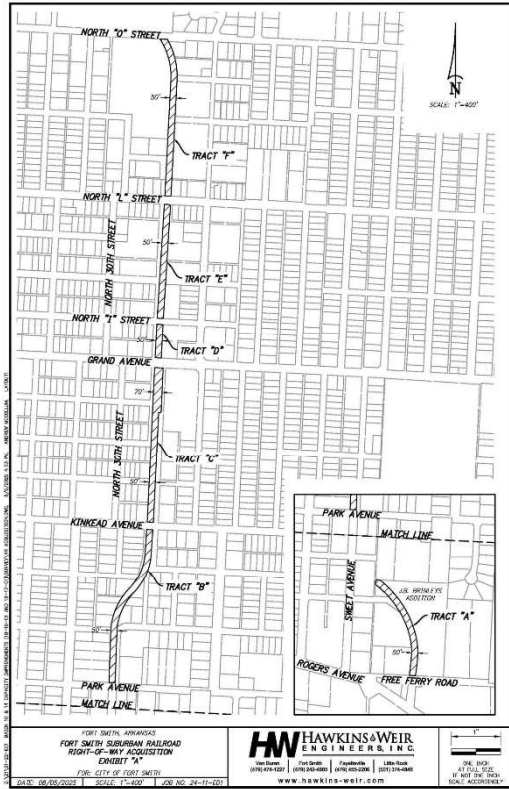


ONE INCH
 AT FULL SIZE
 IF NOT ONE INCH
 SCALE ACCORDINGLY

APPRAISAL REPORT OF
**ABANDONED RAILROAD RIGHT-OF WAY
 TRACTS**

Tracts A - F, Fort Smith
 Sebastian County, AR

As of March 13, 2026



Prepared For:
 Mr. Chad Bethel
 Property Manager
 City of Fort Smith
 801 Carnall Avenue, Ste. 500
 Fort Smith, AR, 72901

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

File: CityFS-RailROWA-F

© Burris Appraisal Company, Inc. 2026

BURRIS APPRAISAL COMPANY, INC.



410 Lexington Avenue
Fort Smith, AR, 72901

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

March 25, 2026

Mr. Chad Bethel
Property Manager
City of Fort Smith
801 Carnall Avenue, Ste. 500
Fort Smith, AR 72901

Re: Appraisal Report, Real Estate Appraisal
Abandoned Railroad Right-of Way Tracts
Tracts A - F, Fort Smith,
Sebastian County, AR

File Name: CityFS-RailROWA-F

Dear Mr. Bethel:

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

Railroad Right-of-Way Tracts A-F, Fort Smith,
Sebastian County, Arkansas

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

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

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

Hypothetical Conditions

There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions

There are no extraordinary assumptions for this appraisal.



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

Value Conclusions	
Tract A	\$30,000
Tract B	\$49,000
Tract C	\$66,000
Tract D	\$17,000
Tract E	\$35,000
Tract F	\$36,000
Total	\$233,000

Respectfully submitted,

Burriss Appraisal Company, Inc.

A handwritten signature in blue ink that reads "Angela L. Kimble".

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



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mlttge, Director of Engineering
DATE: April 1, 2026
SUBJECT: Amendment No. 1 with Halff Associates, Inc. for the ACME Brick Stormwater Mitigation Ponds, Project No. 25-06-A

SUMMARY

On January 21st, 2025, the Board of Directors authorized the Mayor to execute an agreement with Halff Associates, Inc. for the ACME Brick Stormwater Mitigation Ponds (R-18-25). The ACME Brick Stormwater Mitigation Ponds project is designed to lessen flooding along the May Branch drainage basin. The preliminary May Branch Detention Analysis indicates installation of these ponds will allow the downstream May Branch storm pipe network to convey the 25-year storm. The existing storm pipe network is currently unable to convey the 10-year storm.

Originally, the project was intended to include construction of two regional detention ponds, one on the east and one on the west side of Old Greenwood Road at the former ACME Brick site. After receiving soil testing results, it was determined the pond on the west side of Old Greenwood Road (Quarry Pond) would require extensive rock excavation. In an effort to reduce construction costs, a third detention pond (West Pond) is being proposed further west of the Quarry Pond which would mitigate the need to excavate a deeper Quarry Pond.

In addition to the proposed third pond, this amendment will provide funding to design an optional "wet" Quarry Pond. The intent of the construction phase would be to bid a "dry" and a "wet" pond alternative at the same time so that a true construction cost difference could be determined. This would allow the City to determine the best pond option based on actual cost. This amendment also incorporates additional Consent Decree related sewer work proposed to increase the capacity of on-site and upstream sanitary sewers in coordination with other downstream sewer work.

The cost for the engineering services is set at a not to exceed fee as noted on the resolution and payment will be based on hourly rates for actual hours worked on the project. Funds are available in the Sales Tax Program (1105) for the drainage and stormwater pond work and funding for the Consent Decree related sanitary sewer work is available from the 2025 Sales and Use Tax Bonds. Costs for Consent Decree work will be clearly identified from all other work.

This project aligns with the goals of 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).

The attached Resolution authorizes the Mayor to execute Amendment 1 to the engineering services agreement for the design services with Halff Associates, Inc..

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

ATTACHMENTS

1. [Item_2683_Resolution_-_Amendment_1_Halff_Associates_ACME \(1\).pdf](#)
2. [Item 2683 25-06-A Contract Amendment 1 4-1-2026.pdf](#)

FISCAL IMPACT: \$464,860.00

BUDGET INFORMATION: Budgeted / Engineering - 1105 Sales Tax Program & 2025 Sales & Use Tax Bonds for Consent Decree Sewer Portion

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER ONE WITH HALFF ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ACME BRICK STORMWATER MITIGATION PONDS, PROJECT NO. 25-06-A

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

SECTION 1: Amendment Number One to the Agreement with Halff Associates, Inc. for Engineering Services for the ACME Brick Stormwater Mitigation Ponds, Project No. 25-06-A, is hereby approved adding \$464,860.00 to the contract amount resulting in a total contract amount of \$931,190.00.

SECTION 2: The Mayor, his signature being approved by the City Clerk, is hereby authorized to execute Amendment Number One to the Agreement for professional engineering services in the amount of \$464,860.00 for performance of said services.

This Resolution adopted this _____ day of April 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr



April 1st, 2026

Via email to bmarts@fortsmithar.gov

Mr. Ben Marts, P.E., Engineering Director
City of Fort Smith Engineering Dept.
P.O. Box 1908
Fort Smith, Arkansas 72901

**RE: 2025 CIP – ACME Brick Stormwater Mitigation Ponds
Contract Amendment #1
(Halff #54650.002)**

Dear Ben,

Please find attached amendment to an agreement for professional services for the above referenced project for your review and approval. The attached items include the City of Fort Smith's Agreement for Professional Services (APS) with associated Exhibits A through C incorporated.

Please call anytime if you have any questions or would like to discuss in more detail. Thank you very much for considering Halff for this work, and we look forward to working with you!

Sincerely,

A handwritten signature in blue ink, appearing to read "Allen Deaver", written over a horizontal line.

Allen Deaver, P.E.
Public Works Team Leader

Attachment: Amendment No. 1 To An Agreement for Professional Services
Amended Scope of Services – Exhibit A
Schedule of Hourly Billing Rates & Estimated Fee – Exhibit B
Approximate Limits of Offsite Sewer Work – Exhibit C

AMENDMENT NUMBER ONE
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
HALFF ASSOCIATES, INC.

In accordance with the **AGREEMENT** for **PROFESSIONAL SERVICES** dated January 23rd, 2025, (hereinafter called **AGREEMENT**) between the City of Fort Smith, Arkansas (hereinafter called **OWNER**) and **Halff Associates, Inc.** (hereinafter called **ENGINEER**) in connection with the **2025 CIP ACME Brick Stormwater Mitigation Ponds, Project 25-06-A** (hereinafter called **PROJECT**) OWNER hereby authorizes ENGINEER to proceed with the following services:

SECTION 1 – SCOPE

The City of Fort Smith has acquired the former ACME Brick Property located along Old Greenwood Road with the intent to construct stormwater mitigation ponds on the property. Halff is currently under contract to perform design services for the project and has produced through survey services, 60% design documents and associated stormwater modeling. Since the execution of the project, the scope has grown to include an additional pond (for a total of 3 ponds), extensive onsite and offsite utility relocation, the inclusion of additional design for a wet pond scenario, as well as modifications to current drainage routing along Old Greenwood. The scope increase also requires further geotechnical engineering exploration.

Detailed services are included in the attached **Exhibit A, Amended Scope of Services**.

All contract language from the original contract (25-06-A) document is applicable and shall remain unchanged unless otherwise noted herein.

SECTION 2 – COMPENSATION

OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of the AGREEMENT. Total compensation shall be increased with this Amendment by **Four Hundred Sixty Four Thousand Eight Hundred and Sixty Dollars (\$464,860.00)**. The total compensation from the original AGREEMENT plus Amendment Number One and Amendment Number Two described herein shall not exceed **Nine Hundred Thirty One Thousand One Hundred and Ninety Dollars (\$931,190.00)** without written approval of OWNER.

It is acknowledged that ENGINEER may choose to update their Hourly Rates on an annual basis. ENGINEER proposes an update of the Hourly Rates in attached **Exhibit B, "Amended Engineer's Hourly Rates"**. Additionally, the Consultant charges are broken out in attached **"Summary of Proposed Engineering Fees"** also in Appendix B. The total payment in **SECTION 2 - COMPENSATION** shall not be exceeded without written approval of the Owner.

SECTION 3 - 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: _____

(Engineer – Halff Associates, Inc.)

By: Travis L. Brisendine

Travis Brisendine, PE
(Printed Name)

5704 Euper Lane, Suite 200
(Mailing Address)

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

Engineer License or Certificate No. 10420

State of: Arkansas

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

END OF AUTHORIZATION

EXHIBIT “A”

2025 CAPITAL IMPROVEMENTS PROGRAM ACME BRICK STORMWATER MITIGATION PONDS (PROJECT NO. 25-06-A) Contract Amendment No. 1

Amended Scope of Services

The following items have been added to the scope of this project:

1. Geotechnical Investigations. As part of the construction of the detention ponds, a large quantity of excess material (spoil) will be generated. Particularly on the east property. The City would like to determine if any of the spoils from the construction of the detention ponds can be used for construction of other facilities on the property (Berms, access roads, etc.). In order to determine this answer, further investigations must be performed. In order to comply with the Consent Decree Requirements, on-site and upstream sewers are being replaced and resized to increase capacity. This work includes capacity increases, realignment to help facilitate other work, and abandonment of existing lines. This new work is expected to include realignment and increase capacity of approximately 3,300 feet of 24-inch sanitary sewer line that generally runs parallel to Old Greenwood Road from South S Street to Country Club Avenue. Approximately 500 feet of 12-inch Sanitary Sewer will be realigned to Country Club Avenue between 34th Street and Old Greenwood Road. This work is in addition to the work previously detailed in the original Agreement. Halff will contract with reputable geotechnical engineering company to assist. Also, the City has requested that due diligence be performed regarding the possibility of running a shale mining operation on the property. Initial investigations indicate that there could be a sizable quantity of usable shale that could be mined, processed, and sold. Halff will contract with the same geotechnical engineering company to assist in investigations to determine feasibility of the City operating a shale mine on the property.
 - a. Two separate reports will be created. One that addresses the use of excess spoil material in use for the berms and embankment on site, and one that explores the opportunity for a shale mine.
 - b. Billing for this work will be under the current Reimbursables phase, with no markup applied.
2. Offsite Sewer Improvements. During the preliminary design phase of the ponds, sewer improvements (both on and off-site) were identified by the Fort Smith Utility Department as necessary for the project to proceed. The existing line on the eastern ACME property

is 18 inch, and conflicts with the detention pond proposed. In order to comply with the Consent Decree Requirements, on site and upstream sewers are being replaced and resized to increase capacity. This work includes capacity increases, realignment to help facilitate other work, and abandonment of existing lines. This new work is expected to include realignment and increase capacity of approximately 3,300 feet of 24 inch sanitary sewer line that generally runs parallel to Old Greenwood Road from South S Street to Country Club Avenue. Approximately 500 feet of 12 inch Sanitary Sewer will be realigned parallel to Country Club Avenue between 34th Street and Ol Greenwood Road. This work is in addition to the work previously detailed in the original Agreement. Attached as Exhibit “C” is the “Approximate Limits of Offsite Sewer Work”.

Services shall include design and plan creation of on-site and off-site sewer relocation/upsizing. Existing sewer lines on the east property needing to be relocated due to the installation of the detention pond, must also be upsized as part of the project. Although minor relocation of sewer infrastructure was accounted for in the original contract, upsizing on-site and off-site were not. Deliverables from Halff to include:

- a. Topographic and Boundary Survey of approximately 1,800 feet of sewer line.
 - b. Study and evaluation of 3 different routing options with a recommendation of which option to pursue.
 - c. Construction plan documents to support the relocation and upsizing of the 18” existing line into a 24”.
 - d. If requested, prepare separate bidding documents for the sewer line work. In order to prepare to bid the sewer work separately from the detention pond work.
 - e. A separate Phase, “Offsite Sewer Improvements” will be added to the contract to track this item of work.
 - f. Plans and specifications that detail the abandonment of the sewer on the east side of the ACME property.
3. Utility Excavation. During design, the City requested services to expose an 18” water transmission line that could possibly conflict with the proposed drainage routing. Halff will contract with a Badger Daylighting Corporation to expose the line and gather elevational data.
- a. Scope shall include four (4) locations to expose utilities and gather elevational data.
 - b. Billing for this work will be under the current Reimbursables phase, with no markup applied.

4. West Pond Design. During conceptual design, after collecting all survey, geotechnical, and environmental information and reports, certain physical constraints that impede the plans for the original plan of two ponds were identified. The first being the existing grades on the west property would require a lowering of the “quarry” in order to route the offsite drainage from the south side of Country Club Road into the proposed pond location. After receiving the geotechnical report, it was clear that if the quarry needed to be lowered, it would require extreme amounts of rock excavation. Additionally, to do the on site reroute, it would involve the disturbance of the environmental wetland streamline identified during the environmental investigation. All of which would drive the cost of the project beyond what was expected. Therefore, an alternative solution was devised and pursued at the direction of the Engineering Department. The addition of a third pond on the western side of the west property, directly on top of the main streamline, would be constructed and “dam” the valley during storm events to slow down that offsite flow instead of routing it into the quarry. As part of the solution, some of the basin currently running through the east basin would be rerouted into the quarry on the west property. Which will negate the need for extreme excavation (rock excavation) both in the west quarry and on the eastern property.

Although the new direction will ultimately be a cost savings for the project, the addition of a third detention pond and the drainage reroute across Old Greenwood Road will require additional design services and plan production that was not originally accounted for.

Deliverables from Halff to include:

- a. Grading/Drainage plans, sewer plan and profile for the relocation of necessary sewer lines, erosion control plans, access road design, and outlet structure design.
 - b. Plans and specifications for the berm section. Including a typical section of the berm.
 - c. Additional effort for this task will be added to the existing “Design Phase” of the existing contract.
5. Center Pond Conversion to Wet Pond. Throughout the design process to date, the City has instructed Halff to pursue a dry detention pond design for all ponds on the property. Due primarily to upfront cost constraints. Halff has closely coordinated with RDG to help with the master planning effort of the park on the west property. After presenting the conceptual master plans to the Board of Directors, the City has requested Halff to provide design services for a Wet Pond option for the center pond (in the quarry) that would be used as an amenity to the park as well as function for stormwater mitigation purposes. It is understood the desire is to be able to bid both options (wet & dry) to see cost comparisons for the options for the City to decide on which option to pursue. It is assumed that RDG will provide guidance on the proposed footprint and depth of the wet pond design as it pertains to their park master planning efforts. Halff will design a wet

pond scenario for the central pond (in the quarry) to include as an Add/Deductive Alternative to the project. Deliverables from Halff to include:

- a. Design services to determine the wet pond layout and ensure that stormwater management goals for the property are still maintained.
 - b. Construction documents to support the construction of the wet pond. As well as opinions of probable construction costs of this option.
 - c. Bid documents to prepare this option as an ADD Alternative to the bidding of the stormwater ponds project. In order to receive accurate pricing information to determine cost to convert the detention pond to an amenity.
 - d. Additional effort for this task will be added to the existing “Design Phase” of the existing contract.
6. Old Greenwood Road Drainage Reroute. As part of the current design, a portion of the east property drainage basin is proposed to be rerouted to the western property. The current design involved conveying said drainage by way of open ditch along the eastern edge of Old Greenwood Road for approximately 450’. This would require the disturbance of a greenspace with a tree line that currently provides natural “screening” of Athlone Subdivision from Old Greenwood Road. Through the public engagement sessions of the Park Master Plan work, it was determined that this option is not desired, and that Halff should pursue other options to accomplish the same goal. This effort will require additional design and survey services. Deliverables from Halff to include:
- a. Additional Topographic and Boundary Survey of approximately 500 feet of Old Greenwood Road as well as capturing necessary storm sewer invert information.
 - b. Design services to evaluate and establish a new proposed route for the storm sewer system. Which will include providing preliminary opinions of probable construction costs for the options to assist the city in making a decision on how to proceed. The options to pursue are:
 - i. Buried storm pipe along the east side of Old Greenwood Road below sidewalk.
 - ii. Buried storm pipe along the west side of Old Greenwood Road, west of the water transmission line.
 - iii. Boring a storm pipe into the southern portion of ACME property and into the quarry.
 - c. Construction documents to support the drainage reroute option that is selected.
 - d. Additional design effort for this task will be added to the existing “Design Phase” of the existing contract. Additional survey effort for this task will be added to the existing “Survey Phase” of the existing contract.

EXHIBIT "B"
2025 CAPITAL IMPROVEMENTS PROGRAM
ACME BRICK STORMWATER MITIGATION PONDS
(PROJECT NO. 25-06-A)

SCHEDULE OF HOURLY BILLING RATES

(Effective January 1, 2025)

Principal Engineer	\$ 320.00/Hour
Senior Project Engineer (P.E.)	\$ 275.00/Hour
Senior Project Manager	\$ 220.00/Hour
Senior Stormwater Engineer	\$ 200.00/Hour
Project Manager	\$ 175.00/Hour
Project Engineer (P.E.)	\$ 155.00/Hour
Project Engineer (E.I.)	\$ 135.00/Hour
Structural Engineer (P.E.)	\$ 200.00/Hour
Structural CADD Technician	\$ 100.00/Hour
Engineering Technician	\$ 80.00/Hour
Senior CAD Designer	\$ 165.00/Hour
CAD Designer	\$ 135.00/Hour
CAD Technician	\$ 120.00/Hour
Construction Project Manager	\$ 165.00/Hour
Senior Construction Observer	\$ 145.00/Hour
Construction Observer	\$ 105.00/Hour
Project Technician	\$ 115.00/Hour
Administrative Assistant	\$ 115.00/Hour
Project Accountant	\$ 115.00/Hour
Senior Surveyor (PLS)	\$ 235.00/Hour
Surveyor (PLS)	\$ 180.00/Hour
Surveyor Manager	\$ 155.00/Hour
Survey Geospatial Manager	\$ 135.00/Hour
Senior Survey Tech/Sr. Geospatial Tech (SIT)	\$ 130.00/Hour
Survey Tech/Geospatial Tech	\$ 110.00/Hour
3-Man Survey Crew	\$ 250.00/Hour
2-Man Survey Crew	\$ 200.00/Hour
1-Man Survey Crew	\$ 130.00/Hour
1-Man Terrestrial HDS Crew (*)	\$ 255.00/Hour
2-Man Terrestrial HDS Crew (*)	\$ 350.00/Hour
FAA 107 UAS Pilot (*)	\$ 320.00/Hour

Expenses

Mileage & Per Diem Meals:	CURRENT IRS
RATE All other Direct Costs (ODC), such as hotels, subcontractors, hotels, research fees etc.:	Cost

Billing Terms

1. Hourly charges will be billed in 0.25-hour minimum increments. Some services may be subject to minimum charges.
2. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
3. Travel time and mileage will be billed portal to portal from Halff's office.
4. Work requested between the hours of 7:00 PM and 6:00 AM and on Saturdays, Sundays, or holidays will be charged at 125% of the noted rates.
5. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, etc. will be charged at 200% of the noted rates.
6. Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of Halff Associates, Inc.

SUMMARY OF PROPOSED ENGINEERING FEES

Half Associates, Inc.
2025 CIP - ACME Stormwater Management Ponds
(City of Fort Smith Project No. 25-06-A)
 April 1, 2026

GEOTECHNICAL INVESTIGATIONS	Principal Engineer (\$320/hr)	Sr. Project Manager (\$220/hr)	Senior Stormwater Engineer (PE) (\$200/hr)	Project Manager (PE) (\$175/hr)	Project Engineer (PE) (\$155/hr)	Project Engineer (EI) (\$135/hr)	Senior CAD Designer (\$165/hr)	CAD Technician (\$120/hr)	Construction Observer (\$145/hr)	Sr. Professional Surveyor (\$235/hr)	Survey Manager (\$155/hr)	2-Person Survey Crew (\$200/hr)	Administrative Assistant (\$115/hr)	Reimbursable Expenses (At Cost)
Site Investigation Visits / General Due Diligence		2												
Geotechnical Exploration & Reports								3	16					\$ 35,000.00
Coordinate W/ Geotechnical Engineer	2	16		16										
Internal QC Review / Misc. Tasks		2												
Hours - Design Tasks:	2	20	0	16	0	0	0	3	16	0	0	0	0	0
TOTAL Fee per Classification:	\$ 640.00	\$ 4,400.00	\$ -	\$ 2,800.00	\$ -	\$ 0	\$ -	\$ 360.00	\$ 2,320.00	\$ -	\$ -	\$ -	\$ -	\$ 35,000.00
TOTAL FEE - GEOTECHNICAL INVESTIGATIONS PHASE	\$ 45,520.00													

OFFSITE SEWER IMPROVEMENTS	Principal Engineer (\$320/hr)	Sr. Project Manager (\$220/hr)	Senior Stormwater Engineer (PE) (\$200/hr)	Project Manager (PE) (\$175/hr)	Project Engineer (PE) (\$155/hr)	Project Engineer (EI) (\$135/hr)	Senior CAD Designer (\$165/hr)	CAD Technician (\$120/hr)	Construction Observer (\$145/hr)	Sr. Professional Surveyor (\$235/hr)	Survey Manager (\$155/hr)	2-Person Survey Crew (\$200/hr)	Administrative Assistant (\$115/hr)	Reimbursable Expenses (At Cost)
Pre-Design Project Site Visits and Investigations / Scoping	1	2		2		4					2			
Project Scheduling / E-Build Maintenance			8	8										
Progress and Review Meetings w/ City	2	8		8										
Prepare Basis Drawings							4	40		4				
Acquire Plans and Utility Maps											2			
Acquire and Review Available Record Documents											1			
Design Phase Project Site Visits and Investigation	4						4							
Investigation of Existing Public Utilities	2									1				
Coordinate with Franchised Utilities				8										
Property and Title Research														
Arkansas One-Call												1		
Topo/Design/Land Use/ROW Surveys/Map and Survey Data Management													26	
Plan Preparation	2	16		55		100	160	60						
Quantity Takeoff and Cost Opinion				12		24								
Contract Document and Specification Preparation				12		8								8
Internal QC Reviews	4	20		32		8	16	20		8				
Address City's Review Comments				12		35	16	32						
60% Design Review Meeting with Owner				4										
SWPPP							4	12		8				
Arkansas Dept. of Health Submittal and Review Response				16		16		12						
Easement Preparation										40				
Contractor RFIs and Addenda (if necessary)	2	16		4			8	8	8					
Attend Pre-Bid Meeting, Bid Opening, Bid Evaluations, and Recommendation of Award	2	8		8										
Project Administration														8
Hours - Construction Phase Tasks:	15	112	0	169	0	223	204	220	8	65	4	26	16	1,840.00
TOTAL Fee per Classification:	\$ 4,880.00	\$ 24,640.00	\$ -	\$ 29,575.00	\$ -	\$ 30,105.00	\$ 33,660.00	\$ 26,400.00	\$ 1,160.00	\$ 15,275.00	\$ 620.00	\$ 5,200.00	\$ 1,840.00	\$ 173,275.00
TOTAL FEE - OFFSITE SEWER PHASE	\$ 173,275.00													

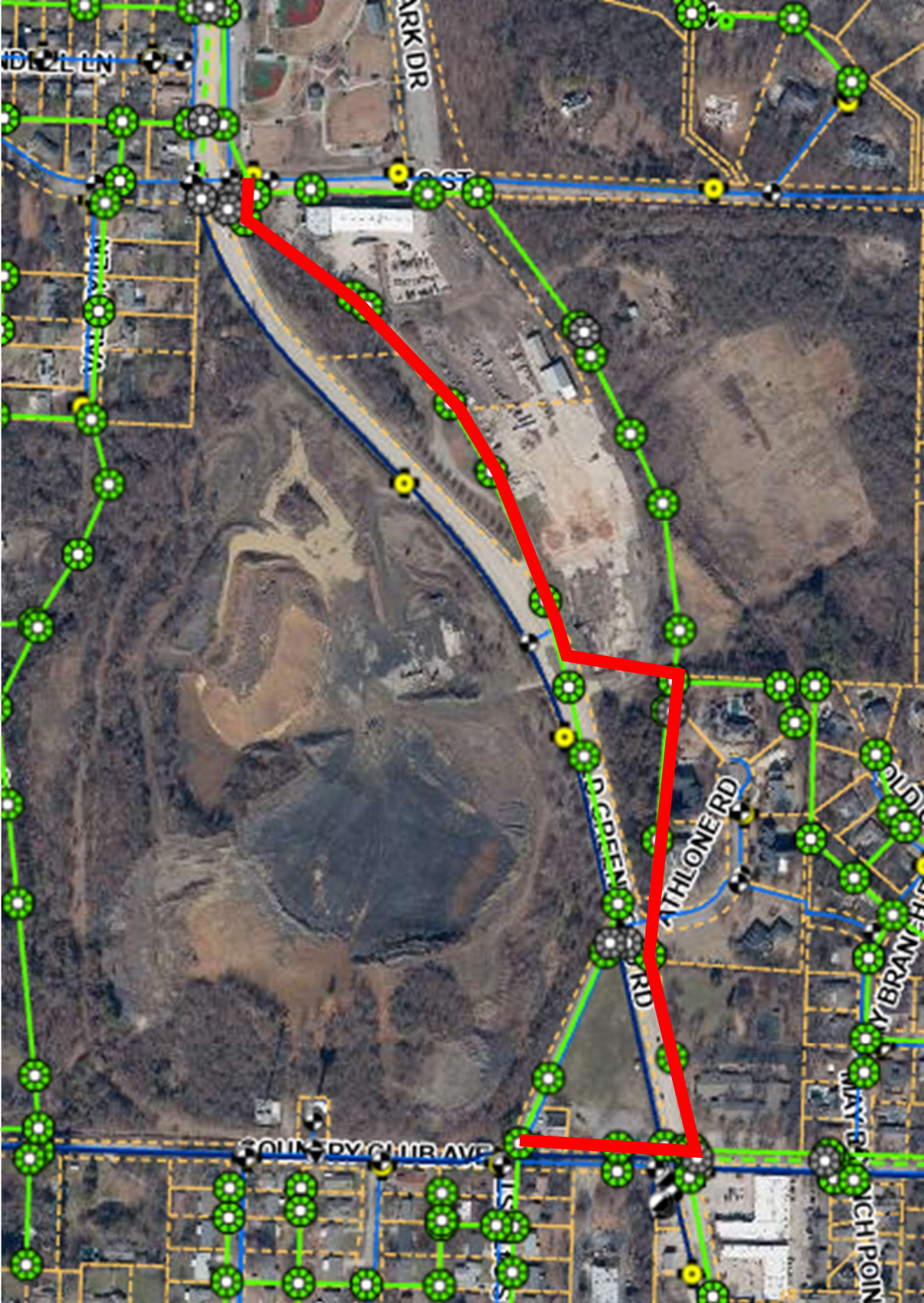
UTILITY EXCAVATION	Principal Engineer (\$320/hr)	Sr. Project Manager (\$220/hr)	Senior Stormwater Engineer (PE) (\$200/hr)	Project Manager (PE) (\$175/hr)	Project Engineer (PE) (\$155/hr)	Project Engineer (EI) (\$135/hr)	Senior CAD Designer (\$165/hr)	CAD Technician (\$120/hr)	Construction Observer (\$145/hr)	Sr. Professional Surveyor (\$235/hr)	Survey Manager (\$155/hr)	2-Person Survey Crew (\$200/hr)	Administrative Assistant (\$115/hr)	Reimbursable Expenses (At Cost)
Subsurface Utility Exploration (PotHoling)														\$ 10,000.00
Data Collection													4	
Administration		2												
Hours - Design Tasks:	0	2	0	0	0	0	0	0	0	0	0	4	0	0
TOTAL Fee per Classification:	\$ -	\$ 440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 10,000.00
TOTAL FEE - GEOTECHNICAL INVESTIGATIONS PHASE	\$ 11,240.00													

WEST POND DESIGN	Principal Engineer (\$320/hr)	Sr. Project Manager (\$220/hr)	Senior Stormwater Engineer (PE) (\$200/hr)	Project Manager (PE) (\$175/hr)	Project Engineer (PE) (\$155/hr)	Project Engineer (EI) (\$135/hr)	Senior CAD Designer (\$165/hr)	CAD Technician (\$120/hr)	Construction Observer (\$145/hr)	Sr. Professional Surveyor (\$235/hr)	Survey Manager (\$155/hr)	2-Person Survey Crew (\$200/hr)	Administrative Assistant (\$115/hr)	Reimbursable Expenses (At Cost)
Site Investigation Visits / General Due Diligence		2									1	2	8	
Hydrologic Calculations	1		8		4									
Hydraulic Pond Modeling	1		6		4									
Demolition Plan Sheets				2			4	8						
Erosion Control Plan Sheets				1			2	2						
Site Plan Sheets	4		4	4	8		12	12						
Grading Plan Sheets	2	4	2	4	4	30	40	12						
Pond Plan Sheets	4	8	4	4	4	8	8	4						
Outer Control Detail Sheets	4	2	4	2	4	4	8	2						
Access Road Grading/Design	10						16	4						
Utility Relocation Plans & Profiles	3		4	4	8	4	4	5						
Structural Berm Design / Details	2	12					8	12						
Earthwork Calculations/Cut Fill Map	4			4			20							
Coordinate W/ Environmental Engineer	2													
Internal Department Coordination	4	2				2								
Prepare Construction Quantities / Bid Schedule and Cost Opinion	2					4			4					
Prepare Special Conditions	2													
Internal QC Review / Misc. Tasks	2	8	4	2	2	1	8							3
Project Administration	2	4												
Hours - Design Tasks:	8	71	32	21	28	63	130	49	4	1	2	8	3	3
TOTAL Fee per Classification:	\$ 2,560.00	\$ 15,620.00	\$ 6,400.00	\$ 3,675.00	\$ 4,030.00	\$ 7,165.00	\$ 21,450.00	\$ 5,880.00	\$ 680.00	\$ 235.00	\$ 310.00	\$ 1,600.00	\$ 345.00	\$ -
TOTAL FEE - WEST POND DESIGN PHASE	\$ 69,840.00													

CENTER POND CONVERSION TO WET POND	Principal Engineer (\$320/hr)	Sr. Project Manager (\$220/hr)	Senior Stormwater Engineer (PE) (\$200/hr)	Project Manager (PE) (\$175/hr)	Project Engineer (PE) (\$155/hr)	Project Engineer (EI) (\$135/hr)	Senior CAD Designer (\$165/hr)	CAD Technician (\$120/hr)	Construction Observer (\$145/hr)	Sr. Professional Surveyor (\$235/hr)	Survey Manager (\$155/hr)	2-Person Survey Crew (\$200/hr)	Administrative Assistant (\$115/hr)	Reimbursable Expenses (At Cost)
Hydrologic Calculations			4		12									
Hydraulic Pond Modeling			2		12									
Drainage Report	1	4	8		8	12								
Erosion Control Plan Sheets				1			2	4						
Site Plan Sheets	2	2	2	4	4	32	12	8						
Grading Plan Sheets	2	12	2	4	4	32	80	4						
Pond Plan Sheets	4	8	4	4	5	12	16	4						
Outer Control Detail Sheets	2	4	4	4	8	8	8							
Detail Plan Sheets	1			1		8	8							
Earthwork Calculations/Cut Fill Map	8						20							
Internal Department Coordination	8	8												
Prepare for and Attend Public Meetings	16	8		8		8								
SWPPP & ADEQ Permitting								3						
Prepare Construction Quantities / Bid Schedule and Cost Opinion	8					12			12					
Prepare Special Conditions	12													
Internal QC Review / Misc. Tasks	4	16	8	4	4	12	12	12						
Coordinate W/ PLA Park Design	30	4	4				24							
Project Administration	4	2												6
Hours - Design Tasks:	11	133	66	18	49	104	166	32	27	0	0	0	6	6
TOTAL Fee per Classification:	\$ 3,520.00	\$ 29,260.00	\$ 11,200.00	\$ 3,150.00	\$ 7,595.00	\$ 14,040.00	\$ 27,390.00	\$ 3,840.00	\$ 3,915.00	\$ -	\$ -	\$ -	\$ -	\$ 690.00
TOTAL FEE - WET POND DESIGN PHASE	\$ 104,600.00													

DRAINAGE REROUTE	Principal Engineer (\$320/hr)	Sr. Project Manager (\$220/hr)	Senior Stormwater Engineer (PE) (\$200/hr)	Project Manager (PE) (\$175/hr)	Project Engineer (PE) (\$155/hr)	Project Engineer (EI) (\$135/hr)	Senior CAD Designer (\$165/hr)	CAD Technician (\$120/hr)	Construction Observer (\$145/hr)	Sr. Professional Surveyor (\$235/hr)	Survey Manager (\$155/hr)	2-Person Survey Crew (\$200/hr)	Administrative Assistant (\$115/hr)	Reimbursable Expenses (At Cost)
Site Investigation Visits / General Due Diligence		2									1	2		
Title Research														\$ 5,000.00
One-Call In-Call services														\$ 5,000.00
Set Survey Control / Temporary Benchmarks												2		
Field Surveys - Structures, SD/Channels, utilities, driveways, side streets, 1-Call										1		12		
Field Surveys - Land / Monument Ties (Ownership Lines / ROW / Easements)												4		
Prepare Basis Drawing / Planometrics, Surface & Boundary							2	16						
Prepare Easement Documents (As Necessary, Budgeting for 4 Easements)								16		4				
Coordination / Survey Field Data Processing											4			
Drainage Report	2	16		6	16	24								
Demolition Plan Sheets							4	2						
Erosion Control Plan Sheets							4	2						
Storm Drain Plan and Profile Sheets	8					8	60	16						
Detail Plan Sheets	2			1		8	8							
Prepare Special Conditions	4													
Internal QC Review / Misc. Tasks	2	8	1	4	8	8	8	12						

Appendix C: Approximate Limits of Offsite Sewer Work





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Joshua D. Robertson, Director of Citizen Services
DATE: April 1, 2026
SUBJECT: Alleyway Rehabilitation Project Change Order No. 1

SUMMARY

This item is a resolution approving Change Order No. 1 for the Alleyway Rehabilitation Project, which is fully funded through the Climate Pollution Reduction Grant (CPRG). The change order increases the contract amount by \$24,850, bringing the total contract price from \$2,612,645 to \$2,637,495.

The change order includes the addition of geogrid material, drainage pipe replacement, and minor ditch grading to address field conditions encountered during construction. The NX750 geogrid is being incorporated to provide additional structural support to the pavement section while reducing the need for deeper excavation. This approach minimizes disturbance of existing subgrade conditions and significantly reduces the risk of damaging shallow utilities, including gas lines identified within the project area.

Additionally, a 15-inch reinforced concrete pipe (RCP) will be installed at the alleyway apron on the east side of North 17th Street to correct a drainage issue caused by an existing pipe that was found to be silted and no longer functioning properly. Ditch grading will also be performed in this area to ensure proper drainage flow and tie-in to the new pipe installation.

These adjustments are necessary to address unforeseen site conditions and to ensure the long-term performance and durability of the improvements along with improving storm drainage in the alley. The project remains fully funded through CPRG, with no impact to the City’s General Fund or operating budget.

ATTACHMENTS

1. [Resolution_-_ARP_Change_Order_No_1 \(1\).pdf](#)
2. [24-8109 Change Order No. 1.pdf](#)

FISCAL IMPACT: \$ 24,850.00
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. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH WESTERN MILLWRIGHT COMMERCIAL SERVICES, INC. FOR THE ALLEYWAY REHABILITATION PROJECT.

WHEREAS, the City of Fort Smith previously approved a contract with Western Millwright Commercial Services, Inc. for the Alleyway Rehabilitation Project; and

WHEREAS, the Alleyway Rehabilitation Project is fully funded through the Climate Pollution Reduction Grant (CPRG); and

WHEREAS, Change Order No. 1 is necessary to address field conditions encountered during construction, including the addition of geogrid material, drainage pipe replacement, and ditch grading; and

WHEREAS, the change order results in an increase of \$24,850, bringing the total contract amount to \$2,637,495; and

WHEREAS, these improvements will enhance structural stability, protect existing utilities, and ensure proper drainage within the project area.

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

SECTION 1: That Change Order No. 1 with Western Millwright Commercial Services, Inc. for the Alleyway Rehabilitation Project is hereby approved adding \$24,850.00 to the contract amount resulting in a total contract amount of \$2,637,495.00.

SECTION 2: That the Mayor, his signature being attested by the City Clerk, is hereby authorized to execute all necessary documents related to the approved change order.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2026.


APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

**Change Order
No. 1**

Date of Issuance: March 27, 2026

Effective Date: March 27, 2026

Project: Fort Smith Alleyway Rehabilitation	Owner: City of Fort Smith, AR	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Western Millwright Commercial Services, Inc.		Engineer's Project No.: 24-8109

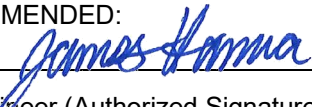
The Contract Documents are modified as follows upon execution of this Change Order:

Description: Geogrid & Drainage Items

Attachments (list documents supporting change):

Bid Items for Change Order No. 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>2,612,645.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>2,612,645.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ <u>24,850.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>2,637,495.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: <u></u> Engineer (Authorized Signature) Date: <u>3/27/2026</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Fort Smith Alleyway Rehabilitation
City of Fort Smith, AR
MCE Project No. 24-8109



Bid Items for Change Order No. 1

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Price
230.SP1	NX750 Geogrid	2500	SY	\$ 8.00	\$ 20,000.00
501.021	15" RCP Class III	24	LF	\$ 150.00	\$ 3,600.00
501.64	Ditch Grading	50	LF	\$ 25.00	\$ 1,250.00

Total Change Order Cost: \$ 24,850.00



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Joshua D. Robertson, Director of Citizen Services
DATE: April 1, 2026
SUBJECT: First Amendment to the agreement with Entegriy Energy Partners, LLC

SUMMARY

This item is a resolution approving and authorizing the Mayor to execute the First Amendment to the agreement with Entegriy Energy Partners, LLC for the Farmers Market Solar Canopy Project. The amendment increases the total project cost from \$1,452,057 to \$1,500,615 to incorporate additional project enhancements. These enhancements include the installation of electrical receptacles to provide on-site power for the Farmers Market and other permitted downtown events, as well as red-green-blue (RGB) LED lighting to enhance the visual appeal and overall downtown experience.

The receptacles, totaling \$24,576, will be funded through the 2026 solar project already included in the Citizen Services operating budget. The RGB lighting, totaling \$23,982, will be 100% funded through a combination of contributions from the Central Business Improvement District (CBID), Main Street Fort Smith, and private donations. The CBID will contribute \$11,982, Main Street Fort Smith will contribute \$6,000 from a downtown enhancement grant, and First National Bank and Ghan & Cooper Commercial Realty will contribute \$3,000 each to fund this project addition. This will install customizable & programmable lighting on the underside of the canopies. This amendment supports expanded functionality and appeal of the facility while enhancing community use, safety, and downtown activation.

ATTACHMENTS

1. [Resolution_-_Canopy_Agreement_Amendment \(1\).pdf](#)
2. [First Amendment to Project Contract Agreement_City of Fort Smith_3.02.2026.pdf](#)
3. [Reduced Farmers Market Graphic.pdf](#)
4. [X34_Sell_Sheet_0.pdf](#)

FISCAL IMPACT: \$48,558.00
BUDGET INFORMATION: Budgeted / Citizen Services - General Fund, CBID, Main Street Fort Smith, Private Donations

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT WITH ENTEGRITY ENERGY PARTNERS, LLC FOR THE FARMERS MARKET SOLAR CANOPY PROJECT.

WHEREAS, the City of Fort Smith previously approved an agreement with Entegrity Energy Partners, LLC for the Farmers Market Solar Canopy Project; and

WHEREAS, the City desires to amend the agreement to include additional project enhancements consisting of electrical receptacles and RGB lighting; and

WHEREAS, the First Amendment increases the total project cost from \$1,452,057 to \$1,500,615; and

WHEREAS, funding for the electrical receptacles in the amount of \$24,576 will be provided through the General Fund as budgeted for 2026 solar projects within Citizen Services; and

WHEREAS, funding for the RGB lighting in the amount of \$23,982 will be provided through contributions from the Central Business Improvement District, Main Street Fort Smith, and private donations;

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

SECTION 1: That the First Amendment to the agreement with Entegrity Energy Partners, LLC for the Farmers Market Solar Canopy Project is hereby approved adding \$48,558.00 to the contract amount resulting in a total contract amount of \$1,500,615.00.

SECTION 2: That the Mayor, his signature being attested by the City Clerk, is hereby authorized to execute all necessary documents related to the approved amendment.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:





First Amendment to Project Contract Agreement

1403 E. 6th Street | Little Rock, AR 72202

Parties:

ESCO
EntegriTY Energy Partners, LLC
1403 East 6th Street
Little Rock, AR 72202

Owner
City of Fort Smith
623 Garrison Avenue
Fort Smith, AR 72901

This First Amendment to the Project Contract Agreement (“Amendment”) is entered into and effective as of the date executed by Owner below (“Effective Date”), by and between EntegriTY Energy Partners, LLC (“ESCO”) and the City of Fort Smith (“Owner”) (collectively, the “Parties”).

Whereas, a Project Contract Agreement (“Agreement”) was made and entered into as of September 17, 2024, by and between Owner and ESCO;

Whereas, the Parties seek to amend the Agreement to revise the Contract Sum and the Section 4-3 Solar Energy (OG&E Canopy) Scope of Work.

Now, therefore, in consideration of the mutual promises and agreements set forth in this Amendment and the Agreement, the Parties agree as follows:

1. Section 1-1.2 Consensus – Contract Sum. **The total Contract Sum is hereby revised to \$3,600,615.00.** This reflects the Agreement Contract Sum of \$3,552,057.00, in addition to an increase of \$48,558.00 for modifications to the Section 4.3 Solar Energy (OG&E Canopy) Scope of Work.
2. Section 4-3.2.2. Construction and Installation Phase amended to include the following inclusion to ESCO’s Scope of Work:
 - a. Furnish and install RGB Lighting (10 fixtures per canopy); and
 - b. Furnish and install receptacles mounted on canopy
 - i. Four (4) separate 2-gang receptacles mounted on the ends (northern most column on each canopy) and column toward the center of each canopy.
3. The Parties acknowledge and agree that the Terms and Conditions of the Agreement, which are incorporated by reference into this Amendment as though set forth in full, remain in full force and effect. This Amendment does not otherwise modify or supersede the provisions of the Agreement not specifically identified herein.



First Amendment to Project Contract Agreement

1403 E. 6th Street | Little Rock, AR 72202

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 covenant and agree that this Amendment is made a part of the Agreement by reference and have signed and acknowledged this Amendment as of the Acceptance Date below.

Entegrity Energy Partners, LLC

City of Fort Smith

Signature

Signature

Printed Name


Printed Name

Title

Title

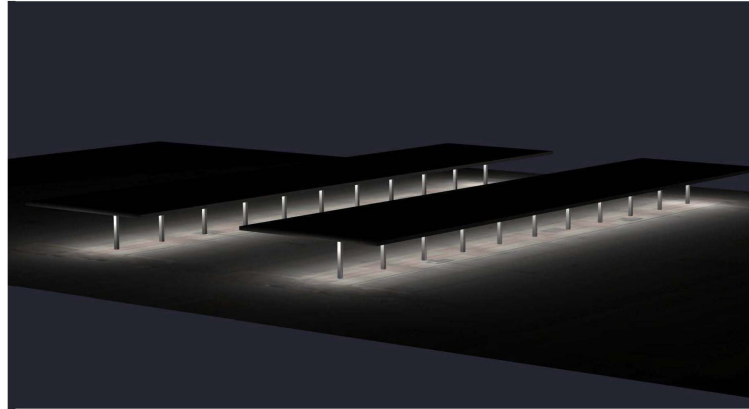
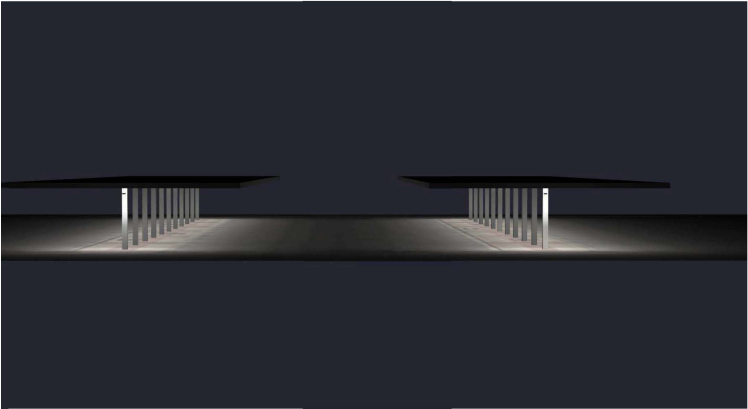
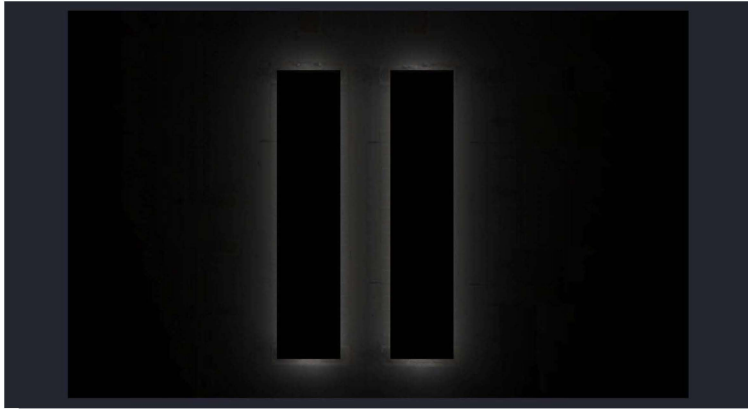
Date

Date

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	
	22	X34M-RGB 60W	Single	60W - 5000K	1.000	8120	59.6	1311.2	

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
FULL PARKING LOT	Illuminance	Fc	2.32	27.4	0.0	N.A.	N.A.
NORTH CANOPY	Illuminance	Fc	6.03	23.8	0.1	60.30	238.00
SOUTH CANOPY	Illuminance	Fc	6.07	27.4	0.1	60.70	274.00

Expanded Luminaire Location Summary						
LumNo	Label	Luminaire Coordinates			Orient	Tilt
		X	Y	Z		
1	X34M-RGB 60W	251.6	221.2	10.5	90	0
3	X34M-RGB 60W	253	41.2	10.5	90	0
4	X34M-RGB 60W	253	59.2	10.5	90	0
5	X34M-RGB 60W	252.8	77.2	10.5	90	0
6	X34M-RGB 60W	252.6	95.256	10.5	90	0
7	X34M-RGB 60W	252.44	113.256	10.5	90	0
8	X34M-RGB 60W	252.384	131.2	10.5	90	0
9	X34M-RGB 60W	252.216	149.2	10.5	90	0
10	X34M-RGB 60W	252	167.2	10.5	90	0
11	X34M-RGB 60W	251.9	185.2	10.5	90	0
12	X34M-RGB 60W	251.8	203.2	10.5	90	0
13	X34M-RGB 60W	173.1	221.2	10.5	90	0
15	X34M-RGB 60W	174.5	41.2	10.5	90	0
16	X34M-RGB 60W	174.5	59.2	10.5	90	0
17	X34M-RGB 60W	174.3	77.2	10.5	90	0
18	X34M-RGB 60W	174.1	95.256	10.5	90	0
19	X34M-RGB 60W	173.94	113.256	10.5	90	0
20	X34M-RGB 60W	173.884	131.2	10.5	90	0
21	X34M-RGB 60W	173.716	149.2	10.5	90	0
22	X34M-RGB 60W	173.5	167.2	10.5	90	0
23	X34M-RGB 60W	173.4	185.2	10.5	90	0
24	X34M-RGB 60W	173.3	203.2	10.5	90	0



Prepared For:

Job Name:

Lighting Layout
Version A

Scale: as noted

Date: 3/5/2026

Filename: SOLAR PARKING LOT.AGI

Drawn By: Dylan Kelley

PROJECT # :

CASE # :

The Lighting Analysis, acLayout, Energy Analysis and/or Visual Simulation ("Lighting Design") provided by the Burrus and Matthews, Inc., represent an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by Burrus and Matthews, Inc., and therefore actual measured results may vary from the actual field conditions. Burrus and Matthews, Inc., recommends that design parameters and other information be field verified to reduce variation.

Burrus and Matthews, Inc., neither warrants, either implied or stated with regard to actual measured light levels or energy consumption levels as compared to those illustrated by the Lighting Design. Burrus and Matthews, Inc., neither warrants, either implied or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design listed as compliant with any applicable regulatory code requirements with the exception of those specifically stated on drawings created and submitted by Burrus and Matthews, Inc.. The Lighting design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for construction or as being part of a project's construction documentation package.

Filename: C:\Users\Dylan\Desktop\AGI\32 Layouts\FORT SMITH FARMERS MARKET\SOLAR PARKING LOT.AGI



Not to Scale



Prepared For:

Job Name:
X

Lighting Layout
Version A

Filename: C:\Users\Dylan\Desktop\AGI\32 Layouts\FORT SMITH FARMERS MARKET\SOLAR PARKING LOT.AGI

Scale: as noted

Date: 3/5/2026

Filename: SOLAR PARKING LOT.AGI

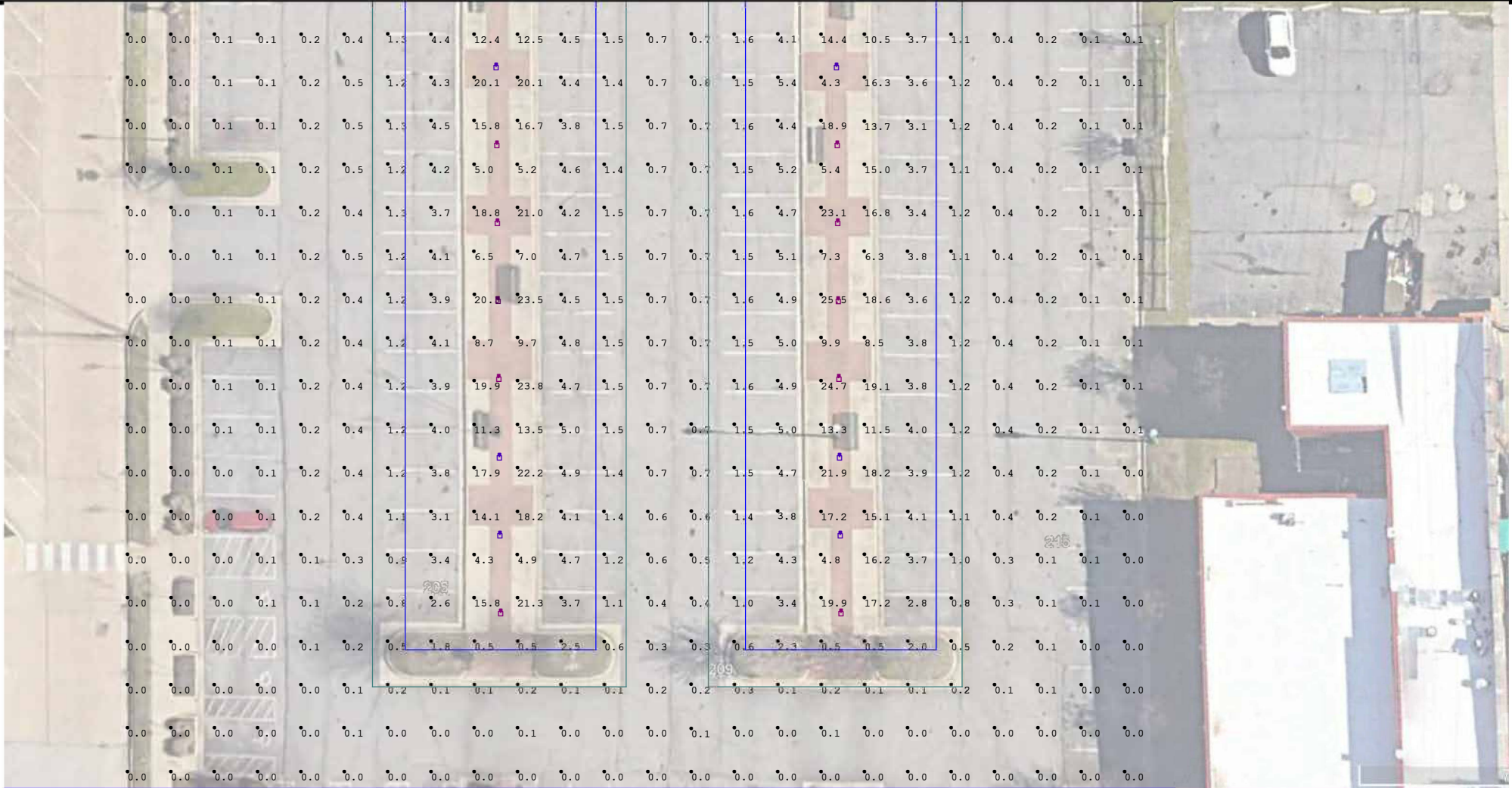
Drawn By: Dylan Kelley

PROJECT # :

CASE # :

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Not to Scale



Prepared For:

Job Name:
x

Lighting Layout
Version A

Scale: as noted

Date: 3/5/2026

Filename: SOLAR PARKING LOT.AGI

Drawn By: Dylan Kelley

PROJECT # :

CASE # :

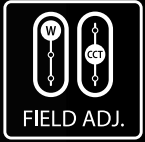
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Filename: C:\Users\Dylan\Desktop\AGI\32 Layouts\FORT SMITH FARMERS MARKET\SOLAR PARKING LOT.AGI

RAB®

X34



Add color to your outdoor spaces!

X34 now with Lightcloud Blue-enabled RGBW.

Your world, your rules.

The X34 is now available in RGBW models (with static wattage) that are compatible with our Lightcloud Blue control system. Choose from 16+ million colors for any mood and control CCT with tunable white light (2200 - 6500K).

[Learn More](#)





FEATURE PAGE

Field-adjustable flexibility.

The X34 is also available in several non-RGBW models that offer field-adjustable wattage and CCTs, as well as an on/off photocell.*



100,000-HOUR
LED LIFESPAN



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5-YEAR
LIMITED
WARRANTY

RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty

XS

16W
13W
10W

S

35W
25W
20W

M

65W
55W
45W

L

90W
80W
70W

XL

130W
110W
95W

XXL

160W
140W
120W

3000K
4000K
5000K

SELECTABLE
PHOTOCELL

*On/off photocell only offered in L, XL and XXL formats that are non-RGBW.

Versatile, everyday use.

The X34s come with a wide 7H x 7V distribution, making them ideal for a large variety of general-purpose applications.



Mounting Options

The XS, S, and M models come with a robust 1/2 NPSM knuckle mount. The L, XL, and XXL models are available with either a trunnion or slipfitter mount.



XS, S, and M

KNUCKLE
MOUNT

L, XL, and XXL

TRUNNION
MOUNT

SLIPFITTER
MOUNT

Ordering Matrix

Field-Adjustable X34

Product Family	Wattage	Mounting	Color Temp	Finish	Driver	Options				
X34	XS S M	Blank	Knuckle	Blank	3000/4000/5000K Selectable	Blank W Bronze White	Blank	120/277V		
X34	L XL XXL	Blank T	Slipfitter Trunnion	Blank	3000/4000/5000K Selectable	Blank W Bronze White	Blank	120-277V, 0-10V-Dimming	Blank	Selectable On/Off Photocell

RGBW X34

Product Family	Wattage	Mounting	Color Temp	Voltage	Finish	RGB Color Tuning				
X34	S M	Blank	Knuckle	Blank	80 CRI; Tunable White 2200-6500K	Blank	120-277V	Blank W Bronze White	/RGB	16+ million colors
X34	L XXL	Blank T	Slipfitter Trunnion	Blank	80 CRI; Tunable White 2200-6500K	Blank	120-277V	Blank W Bronze White	/RGB	16+ million colors



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, P.E., Director Of Engineering
DATE: April 1, 2026
SUBJECT: 2024 Capital Improvements Program Street Overlay/Reconstruction Project Number: 24-03-A

SUMMARY

This project includes street overlay/ reconstruction of approximately 2.45 miles, along with the installation of approximately 2,000 linear feet of reinforced concrete pipe of varying sizes. An exhibit showing the location of the project is attached.

Construction plans and specifications were prepared by McClelland Engineering Inc. An advertisement was published and bids were received on March 31, 2026. Four contractors requested plans and specifications and four bids were received as shown on the attached bid summary.

I recommend that the contract be awarded to Forsgren, Inc in the amount of \$ 2,865,200.96. The estimated notice to proceed date for this contract is June 01, 2026. Based on the contract duration of 300 days, the estimated completion date would be March 28, 2027.

This project is in alignment 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) and TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs).

Attached is a Resolution to accomplish the above recommendation. Funds are available in the Sales Tax Program (1105).

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

ATTACHMENTS

1. [4-7-26_Item_ID__2661_24-03-A_Resolution_Engineering \(1\).pdf](#)
2. [4-7-26 Item ID #2661 BID Summary SHEET.pdf](#)
3. [4-7-26 Item ID#2661 Exhibit.pdf](#)

FISCAL IMPACT: \$2,865,200.96

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

RESOLUTION NO. _____

**A RESOLUTION TO ACCEPT THE BID AND
AUTHORIZE A CONTRACT FOR THE
2024 STREET OVERLAYS/RECONSTRUCTION, PHASE A
PROJECT NO. 24-03-A**

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

SECTION 1: The bid of Forsgren Inc. received March 31, 2026 for the 2024 Street
Overlays/Reconstruction, Phase B, Project No. 24-03-A, in the amount of \$2,865,200.96 is hereby
accepted.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is authorized to
execute a contract with Forsgren, Inc. subject to the terms set forth in Section 1 above.

SECTION 3: Payment for construction authorized by Section 1 is hereby authorized from
the Sales Tax Fund (1105).

This resolution adopted this _____ day of April, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

BID SUMMARY SHEET

Project Name

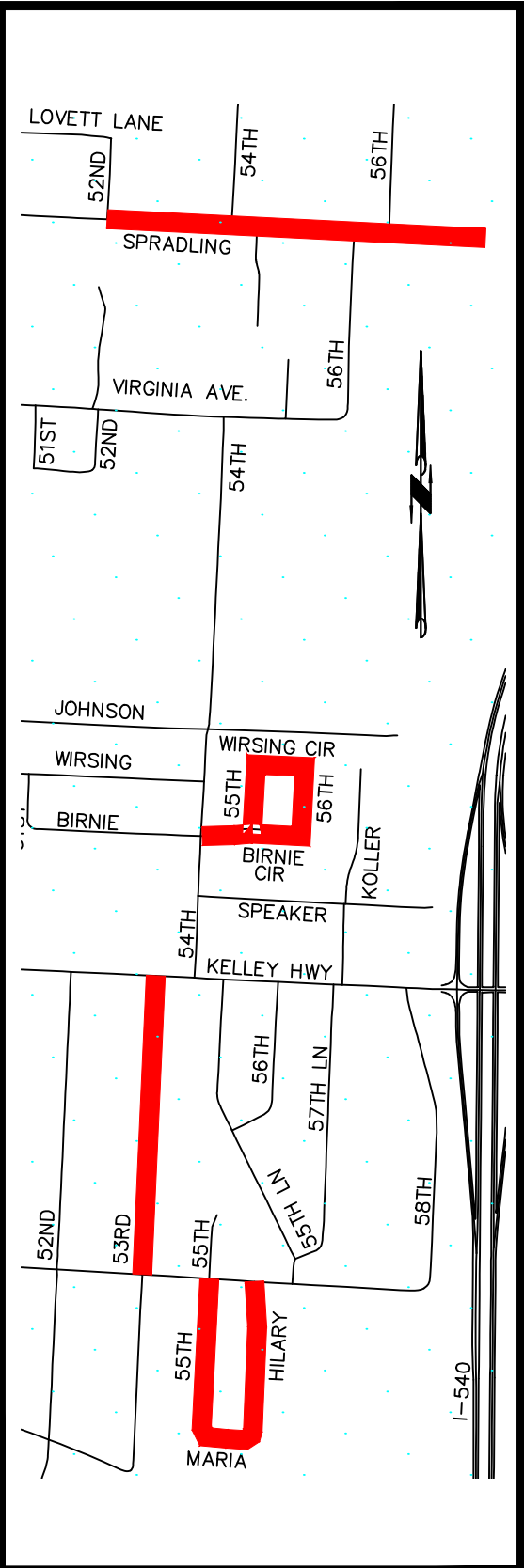
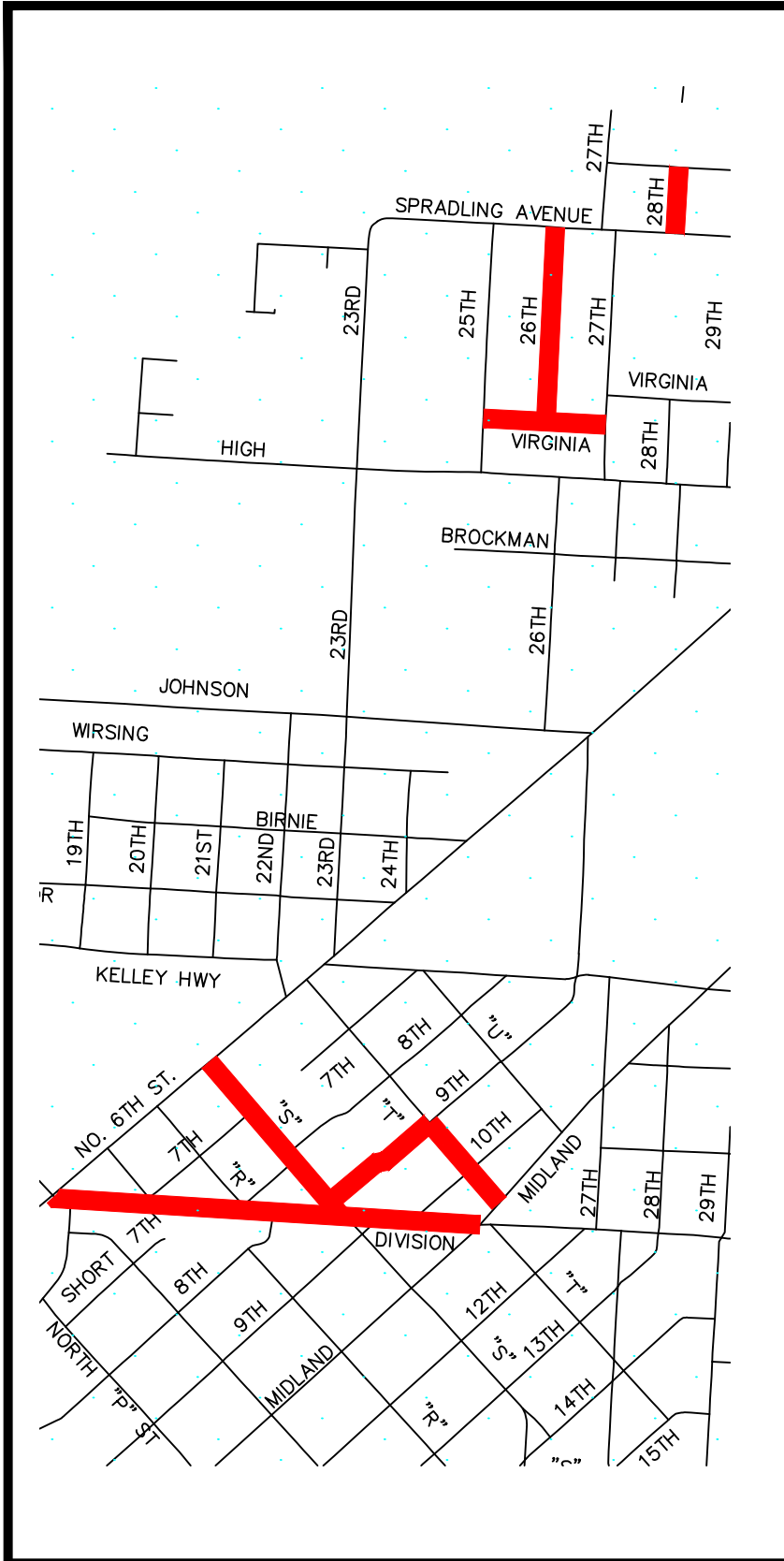
2024 Capital Improvements Program Street Overlay/Reconstruction
24-03-A

Bid Opening

March 31, 2026
10:00 A.M.

Bids Received

Forsgren Inc. Fort Smith, Arkansas	\$ 2,865,200.96
Steve Beam Construction, Inc. Fort Smith, Arkansas	\$ 3,278,869.10
Goodwin & Goodwin Inc. Fort Smith, Arkansas	\$ 3,414,819.50
Emery Sapp & Sons Springdale, Arkansas	\$ 4,059,471.03
Engineer's Estimate	\$ 4,412,752.00



I-540

2024 CAPITAL IMPROVEMENTS PROGRAM
STREET IMPROVEMENTS



Project:	24-03-A
Date:	MARCH 2026
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: April 1, 2026
SUBJECT: 2026 Project Management and Support Services agreement with Burns & McDonnell Engineering, Inc., Project No. 26-90-B

SUMMARY

Presented for consideration tonight is the agreement 2026 Project Management and Support Services – Project 26-90-B with Burns & McDonnell. This Agreement will ensure continuity of leadership and operations within the Engineering Department during the ongoing recruitment of a permanent Deputy Director of Engineering.

The Engineering Department has lost a significant number of long term employees from within the Roadway Section. The department expecting a net loss of nine (9) experienced staff members in just the course of a year (July 2025 to July 2026). This would represent a turnover of almost 60% of the Engineer staff in the Roadway Section. This is a result of retirements, employee transfers, and leaving the City for other positions.

Given the critical nature of this role and the time required to identify and onboard a qualified candidate, this agreement will allow the department to maintain momentum on key projects, provide consistent oversight of staff, and avoid disruption to day-to-day operations.

Included in the requested authorization would be three (3) months of full-time service and an additional six (6) months of on-call, as needed, service to help with the transition and training of new staff. This flexibility is intended to accommodate potential delays in hiring a permanent Deputy Director and provide structured onboarding, training, and transition support to the selected candidate and other new hire positions.

The cost for the engineering services is set at a maximum not to exceed fee as noted on the resolution and payment will be based on hourly rates for the actual hours worked. Funds are available in the Sales Tax Program (1105). The attached Resolution authorizes the Mayor to execute the agreement for 2026 Project Management and Support Services. I recommend that the Resolution be adopted by the Board at the next regular meeting.

ATTACHMENTS

1. [Resolution_-_Agreement__BMcD_26-90-B__Rev._1_.pdf](#)
2. [26-90-B - Agreement \(Revised\).pdf](#)

FISCAL IMPACT: \$425,000.00

BUDGET INFORMATION: Budgeted / Engineering - 1105 Sales Tax Funds

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE 2026 PROJECT MANAGEMENT AND SUPPORT SERVICES, PROJECT NO. 26-90-B

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

SECTION 1: Agreement with Burns & McDonnell Engineering Company, Inc. for Professional Engineering Services for the 2026 Project Management and Support Services, Project No. 26-90-B, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Agreement for professional engineering services in the amount of \$425,000.00 for performance of said services.

This Resolution adopted this _____ day of April 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

LOANED PERSONNEL AGREEMENT

This Loaned Personnel Agreement (“Agreement”) is made and entered into by and between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902** (the “Borrower”), and Burns & McDonnell Engineering Company, Inc., having an office located at 9400 Ward Parkway, Kansas City, Missouri 64114 (the “Loaning Company”).

WHEREAS, Borrower has a need for assistance from professional and technical candidates in the field of **Civil Engineering** (“Experience”); and

WHEREAS, Borrower anticipates using such professional and technical candidates as an extension of Borrower’s staff to assist Borrower in connection with **2026 Project Management and Support Services, Project 26-90-B**; and

WHEREAS, Loaning Company has proposed candidates with Experience to Borrower for Borrower’s approval which Loaning Company believes meets the qualifications specified by Borrower;

NOW THEREFORE, in consideration of the terms, provisions and conditions hereinafter set forth, Borrower and Loaning Company do hereby mutually agree, each with the other, as follows:

The named Parties to this Agreement agree as follows:

- 1. Loaned Employee(s).** Borrower and Loaning Company shall mutually agree in writing on the individual or individuals to be provided as loaned personnel under this Agreement (each, a “Loaned Employee”). Each Loaned Employee shall serve under the direct control and supervision of Borrower for the duration of this loan as set forth below or the term of this Agreement.

Borrower may request additional or replacement personnel from Loaning Company during the term of this Agreement. Loaning Company will use reasonable efforts to provide such personnel, subject to availability and mutual written agreement of the parties regarding scope and role.

The Loaned Employee(s) shall be provided without any tools, equipment, technology or other means as may be desirable for performance of work activities; all such means shall be provided by Borrower. Scope of Work for Loaned Employee included in Exhibit A.
- 2. Term.** The term of this Agreement shall commence upon full execution and shall continue for approximately nine (9) months, unless terminated earlier in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall terminate upon the earlier of (a) Borrower’s determination that the services are no longer required, or (b) exhaustion of the maximum contract amount.
- 3. Compensation.** Borrower agrees to pay Loaning Company an amount calculated as the product of the approved hours worked and the applicable regular rate in Exhibit B. The total compensation under this Agreement shall not exceed a contract capacity of \$425,000. The minimum workday is to be eight (8) hours and the typical work week is forty (40) hours per week. Loaning Company will invoice Borrower on a monthly basis. All invoices, complete with necessary supporting documentation shall be submitted to Borrower for review and payment by Borrower within thirty (30) days of date of receipt.

4. Expenses. Borrower shall pay all expenses incurred by the Loaned Employee(s) in performing work activities under this Agreement; provided, however, that such expenses shall not exceed \$4,000 unless otherwise agreed to in writing by Borrower. Such expenses are included within, and not in addition to, the total contract capacity of \$425,000.
5. Taxes and Benefits. Loaning Company shall bear sole responsibility for payment of compensation to the Loaned Employee(s). The Loaned Employee(s) will receive a paycheck from Loaning Company on the Loaning Company's normal payday. Holidays, sick leave, vacation and other benefits will be paid by Loaning Company and will not be charged to Borrower except as part of the above rates. Loaning Company shall pay and report for the Loaned Employee(s) all federal, state and local income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Loaning Company. Loaning Company shall provide and bear sole responsibility for providing health or disability insurance, retirement benefits, and other welfare benefits to any personnel that may be entitled to receive such benefits. Notwithstanding anything to the contrary in this Agreement, Loaning Company and the Loaned Employee(s) shall not be entitled to participate in any employment fringe benefit programs of Borrower, including, but not limited to, pension and other retirement plans; sick leave; holiday pay; life, health, accident, disability and other insurance plans; incentive compensation; and other employee benefits. Loaning Company acknowledges and agrees that the provisions of this paragraph survive the termination of this Agreement.
6. Control. During the term of this Agreement, unless periodic interruptions in the duration of loan are discussed prior to the disruption, Borrower shall have the exclusive right to supervise, schedule, direct and control the work activities of the Loaned Employee(s) who shall act and perform the work activities for Borrower in the same manner as if they were the employees of Borrower. The Loaned Employee(s) shall report to the locations as directed by Borrower. Borrower shall comply with all applicable law. Loaning Company relinquishes all rights to direct and control the work activities of the Loaned Employee(s) during the duration of the loan as set forth above.
7. Borrower's Remedy. Except as set forth in paragraph 10, Borrower's sole and exclusive remedy in connection with the Agreement, including, but not limited to, the unsatisfactory qualifications or performance of the Loaned Employee(s) is to terminate this Agreement.
8. Non-Solicitation. The parties acknowledge and understand the value of each party's respective employees and their mutual interests in retaining employees and that significant time and effort is expended in developing the talent, ability and "know-how" of each party's work force. Accordingly, the parties promise that during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement, neither party will induce or try to induce any employee of the other party to leave that party or any of its affiliates to work for another person or company. This non-solicitation promise shall not be construed to limit the normal employment advertising and hiring activities of either party. The parties acknowledge and agree that the provisions of this paragraph survive the termination of this Agreement.
9. Loaning Company Liability and Borrower Waiver. Except as provided in paragraph 10, the parties agree that Loaning Company, including its officers, directors, and employees, shall not be responsible for any claims, liabilities, damage, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the Agreement, including, but not limited to, any act, error or omission by the Loaned Employee(s) while performing

work activities under this Agreement, including claims based on the sole negligence or fault of the Loaned Employee(s). In addition, Borrower waives all rights against Loaning Company and its officers, directors, and employees, including, but not limited to, the Loaned Employee(s), for damage covered by property, automobile and general liability insurance during and after the completion of the work activities of the Loaned Employee(s).

10. Loaning Company Indemnity. Loaning Company agrees to defend, indemnify and hold harmless Borrower and its officers, directors, and employees from any claims, liabilities, damage, costs or expenses (including reasonable attorney's fees) arising from (1) Loaning Company's failure to pay or report taxes, in any way, related to this Agreement, (2) Loaning Company's failure to provide health or disability insurance, retirement benefits, or other benefits, to the Loaned Employee(s), and (3) a claim by the Loaned Employee(s) seeking to participate in, or derive benefit from, any employee benefit program maintained by Borrower.
11. Termination. Borrower may terminate this Agreement upon five (5) days' written notice to Loaning Company, with or without cause. In such an event, Borrower shall pay Loaning Company for the time of the Loaned Employee(s) prior to the termination; however, in no event, shall the Borrower be liable to Loaning Company for unabsorbed overhead, loss of anticipated profit or revenue, or other consequential economic loss due to the termination.
12. Audit. For a period of two (2) years following the expiration or termination of the Agreement, Loaning Company shall provide Borrower or its representatives, with access to relevant timesheets, upon reasonable request, in order to allow Borrower to audit Loaning Company's costs under this Agreement. Notwithstanding anything to the contrary herein, in no event shall Borrower be entitled to audit the composition of the agreed upon labor rates set forth in paragraph 1 above.
13. Assignment. This Agreement and each and every provision herein are for the exclusive benefit of Loaning Company and Borrower and not for the benefit of any third party. This Agreement may not be assigned by either party without the other party's prior written consent.
14. Independent Contractor. The Loaning Company shall be deemed an independent contractor and nothing herein shall be construed as creating, at any time, the relationship of joint venturers, partners, principal/agent or employer/employee between the Loaning Company and Borrower.
15. Waiver. The waiver by any party to this Agreement of a breach of any of the provisions contained herein shall not operate or be construed as a waiver of any subsequent breach.
16. Governing Law. All questions arising out of this Agreement, or its validity, interpretation, performance, breach or tort liability shall be governed by the laws of Arkansas, without regard to its conflict of law provisions.
17. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted from the effective date of the Agreement.

18. Survival. The parties acknowledge and agree that the provisions of this Agreement which by their nature continue beyond the expiration or termination of this Agreement shall survive.
19. Entire Agreement and Amendment. This Agreement constitutes the entire understanding between the parties. This Agreement may not be modified or amended except in writing signed by all of the parties hereto.
20. **LIMITATION OF LIABILITY**. In no event will Loaning Company and its officers, directors and employees, including, but not limited to, the Loaned Employee(s), be liable for any special, indirect, or consequential damages, including, without limitation, loss of revenue or profit, lost production, loss of product, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems or power, claims by customers of Borrower, or governmental fines or penalties.

Loaning Company:

Borrower:

By: 

By: _____

Date: 04/01/2026

Date: _____

EXHIBIT A
SCOPE OF SERVICES

**2026 PROJECT MANAGEMENT SUPPORT SERVICES FOR FORT SMITH ENGINEERING
STREETS AND DRAINAGE**

Background

The City of Fort Smith, Arkansas (“City”) has requested Burns & McDonnell Engineering Company, Inc. (“BMcD”) to provide project management services to support leadership, operations, and project related activities within the Engineering Department, specifically related to Streets and Drainage. This arrangement is temporary and filling a void while the City identifies new and permanent Project Engineer(s) and a Deputy Director of Engineering.

Scope of Work

BMcD will provide a project manager who will serve as the Interim Deputy Director of Engineering for Streets and Drainage and perform project management services. The assigned personnel will support the City’s Engineering Department and report to the Director of Engineering.

Services may include, but are not limited to, the following:

- Manage projects and staff within the Engineering Streets and Drainage Department. This includes hiring assistance, performance reviews, training, providing direction on priorities, and making project assignments. Supervisor responsibilities will be carried out in accordance with the City’s policies and applicable laws. Burns & McDonnell will meet regularly with these staff and lead communications throughout the department. As staffing needs arise, Burns & McDonnell will work with the City staff to determine if new hires should be pursued or if additional project management services staff are preferred to fill these needs.
- Manage and direct engineering staff in implementation of public and private projects.
- Determine scope and criteria for engineering and construction projects.
- Prepare briefing reports, resolutions, and ordinances for the Board of Directors and make presentations at Board meetings as needed.
- Meet with other governmental agencies, citizens, and consultants regarding project matters.
- Review citizen complaints and assign appropriate City employees to resolve.
- Leads special projects assigned by the Director of Engineering.
- Attend Board of Directors meetings as required.

- Support City staff in the management and selection of engineering consultants and construction contractors through the City's prescribed procurement policies. For existing contracts, Burns & McDonnell will support staff in providing guidance and direction throughout project completion. Any actual or perceived conflicts of interest will be elevated to the Director of Engineering and Burns & McDonnell will remove themselves from activities related to these conflicts.
- Prepare reports, monitor activities, and lead communications with ongoing and new engagements with federal and state agencies as required for project implementation.
- Provide onboarding, training, and knowledge transfer to newly hired Deputy Director of Engineering and/or Project Engineer(s), including familiarization with ongoing projects, processes, and organizational priorities.

Transition and Level of Effort

The anticipated level of effort is up to full-time (approximately 40 hours per week) and may be adjusted, including reduced hours, based on the City's needs.

As a permanent Deputy Director of Engineering and/or Project Engineer(s) are onboarded, BMcD will support transition activities and progressively reduce level of effort to reflect a shift from interim leadership to advisory, training, and support services.

Assumptions

- BMcD shall not:
 - Provide expert witness in court trials under this agreement. BMcD will represent City as facts witness.
 - Be responsible for making termination decisions of City employees.
 - Make final decisions on hiring of new employees. BMcD will support the process for new hires within the department and share feedback with the City who will make final decisions and be responsible for those decisions.
 - Provide final engineering or technical review of work by other engineers or contractors. BMcD's review is solely to provide the City with considerations that the City may or may not want to implement. No action or implementation regarding any opinion, recommendation, or observation expressed should proceed without the involvement of the City.
 - Be the Engineer of Record on any project.
 - Make ultimate decision on selection of engineering consultants or construction contractors but will provide input to the City for final decision.

- Be responsible for leading recruiting efforts or identifying/selecting the new Deputy Director of Engineering.
- Loaned Employee will not have direct or indirect oversight of any projects or work that is being performed, managed or pursued by BMcD.
- Level of effort is 40 hours per week for approximately three (3) months, and an additional six (6) months of reduced level of effort for on-call or as-needed services until the authorized amount runs out.
- Expenses of up to \$4000 have been included. Use of these expenses will be approved by the City and expensed and invoiced through the BMcD system.
- BMcD will be granted full access to City systems and information that will be required to carry out the duties of this work
- City will provide a mobile phone, computer, and an office to be used while performing work under this agreement.

EXHIBIT B

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$74.00
Technician*	6	\$94.00
Assistant*	7	\$114.00
	8	\$156.00
	9	\$186.00
Staff*	10	\$211.00
	11	\$231.00
Senior	12	\$261.00
	13	\$283.00
Associate	14	\$291.00
	15	\$293.00
	16	\$296.00
	17	\$298.00

<u>Description</u>	<u>Unit Cost</u>
Flow Monitoring	\$65/meter-day (includes meter)
Rain Gauge Monitoring	\$25/gauge-day
Confined Space Equipment	\$100/day (meter installation)

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25%.
4. For services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 7%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter.



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: March 18, 2026
SUBJECT: Partial Payment-Forsgren, Inc. for the Highway 45 Utility Relocation, Project No.19-12-C1

SUMMARY

On April 2, 2024, the Board of Directors approved the bid of Forsgren Inc. in the amount of \$15,783,939.50. The scope of this project consists of the relocation of water and sewer utilities along the entire length of the ARDOT Highway 45 Widening Project. This project is 94.8% reimbursable by ARDOT.

Change Order One was approved October 8, 2024, increasing the contract the amount \$166,129.60 and adding 26 to the contract time. Change Order Two was approved on December 16, 2025, adding \$5,551.80 to the contract plus an additional 161 days. The adjusted contract amount is \$15,955,620.09 with a contract time of 1,027 calendar days.

A Resolution authorizing the approval of Pay Estimate 21 as a partial payment to Forsgren, Inc. in the amount of \$764,635.00 is attached.

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

ATTACHMENTS

1. [4-7-26_Item_ID2648_Resolution_Engineering-Utilities.pdf](#)
2. [4-7-26 Item ID2648 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$764,635.00
BUDGET INFORMATION: Budgeted / Engineering-Utilities - 2018 Revenue Bonds

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PARTIAL PAYMENT TO FORSGREN,
INCORPORATED FOR THE CONSTRUCTION OF THE
HIGHWAY 45 UTILITY RELOCATION, PROJECT NO. 19-12-C1

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

Payment in the amount of \$764,635.00 for Periodic Pay Estimate 21 to Forsgren,
Incorporated is hereby approved for the construction of the Highway 45 Utility Relocation, Project
No. 19-12-C1.

This Resolution adopted this _____ day of _____, 2026.


APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr

Project Summary

Project Name:
Highway 45Utility Relocation

Project Status:
In Progress

Project Number:
19-12-C1

Today's Date:
March 17, 2026

Project Engineer:
Hawkins-Weir Engineers, Inc.

Staff Contact Name:
Clinton Allison

Project Contractor:
Forsgren, Inc.

Staff Contact Phone:
479-494-3900

Notice to Proceed Issued:
6/17/2024

	Dollar Amount	Contract Time (Days)
Original Contract Amount: R-62-24	\$15,783,939.50	840
Change Order(s) To Date:		
Change Order: 1 R-182-24	\$166,129.60	26
Change Order: 2 R-239-25	\$5,552.00	161
Adjusted Contract:	\$15,955,621.10	1027

Payments to date (as negative):

Retainage Held

Contract Balance Remaining

Final Comments

Fort Smith/Patriot Railroad is requiring additional length to be added to two encasements. In addition to material and labor costs, the lengthening created the need to relocate a 8" gravity sewer line, which in turn required the line to be up-sized to 15" in order solve flow velocity problems due encasement pipe then had to be increased to 30 " diameter.

Forsgren, Inc.

Pay Estimate Summary Report

Invoice # 21

Invoice Date: 03/02/2026

Dates Submitted: 02/01/2026 - 02/28/2026

Contract # 19-12-C1

Arkansas Hwy 45 Utility Relocation

Job: 2408

Owner

City of Fort Smith Utilities

801 Carnall Avenue

Fort Smith, AR 72901

Contractor

Forsgren, Inc.

3000 North 23rd Street

Fort Smith, AR 72902

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Cmpl
1	P & P Bond	1.00	LS	88,500.00	88,500.00	1.0000	0.0000	1.0000	0.00	88,500.00	100.0
2	Traffic Control	1.00	LS	225,000.00	225,000.00	0.5000	0.0000	0.5000	0.00	112,500.00	50.0
3	Const Erosion Control	1.00	LS	215,000.00	215,000.00	0.8000	0.0000	0.8000	0.00	172,000.00	80.0
4	Site Preparation	1.00	LS	975,000.00	975,000.00	0.5000	0.0000	0.5000	0.00	487,500.00	50.0
5	R&D of Conc SW/DR	730.00	SY	15.30	11,169.00	43.2700	0.0000	43.2700	0.00	662.03	5.9
6	R&D of Conc C&Gr	200.00	LF	7.60	1,520.00	23.0000	0.0000	23.0000	0.00	174.80	11.5
7	R&D of Hwalls, Wwalls, Inlets or J-Box	2.00	EA	475.00	950.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
8	R&D of SD Pipe (up to 24")	200.00	LF	16.00	3,200.00	52.0000	0.0000	52.0000	0.00	832.00	26.0
9	R&D of SD Pipe (over 24")	50.00	LF	25.00	1,250.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
10	R&D of Conc Ditch Paving	125.00	SY	16.50	2,062.50	0.0000	0.0000	0.0000	0.00	0.00	0.0
11	Fill Ex. WL w/Slry & Aband (6"- 8")	300.00	LF	7.25	2,175.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
12	Fill Ex. WL w/ Slry & Aband (10"- 12")	590.00	LF	16.50	9,735.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
13	Fill Ex. WL w/ Slry & Aband (20"- 24")	350.00	LF	62.50	21,875.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
14	Fill Ex. SL w/ Slry & Aband (8"- 12")	910.00	LF	16.00	14,560.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
15	Fill Ex. SL w/ Slry & Aband (10")	60.00	LF	18.00	1,080.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
16	Clearing and Grubbing	1.00	LS	300,000.00	300,000.00	0.9200	0.0000	0.9200	0.00	276,000.00	92.0
17	Trench or Ex Safety System	1.00	LS	350,000.00	350,000.00	0.5500	0.0000	0.5500	0.00	192,500.00	55.0
18	Select Backfill (Trenches)	1,670.00	CY	44.00	73,480.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
19	Granular Backfill (Trenches)	270.00	CY	62.00	16,740.00	77.7400	0.0000	77.7400	0.00	4,819.88	28.8
20	Rock Ex (Trenches)	1,000.00	CY	1.00	1,000.00	366.7900	0.0000	366.7900	0.00	366.79	36.7
21	Conc Encasement	15.00	CY	360.00	5,400.00	8.2600	0.0000	8.2600	0.00	2,973.60	55.1
22	Over Ex (Trenches)	100.00	CY	28.00	2,800.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
*23	Sewer T&B 4'-8'	1,897.00	LF	10.00	18,970.00	1,194.0000	0.0000	1,194.0000	0.00	11,940.00	62.9
*24	Sewer T&B 8'-12'	2,600.00	LF	15.00	39,000.00	2,510.0000	0.0000	2,510.0000	0.00	37,650.00	96.5
25	Sewer T&B 12' +	380.00	LF	25.00	9,500.00	262.0000	0.0000	262.0000	0.00	6,550.00	68.9
26	Special Bedding (8" to 10")	790.00	LF	14.00	11,060.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
27	Special Bedding (15" to 16")	425.00	LF	17.50	7,437.50	0.0000	0.0000	0.0000	0.00	0.00	0.0
28	Special Bedding (24")	2,340.00	LF	19.25	45,045.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
29	Flowable Fill	600.00	CY	205.00	123,000.00	146.7200	0.0000	146.7200	0.00	30,077.60	24.5
30	Pipe Casing - 2" Sch 40 PVC (Bored)	240.00	LF	106.00	25,440.00	218.0000	0.0000	218.0000	0.00	23,108.00	90.8

Forsgren, Inc.

Pay Estimate Summary Report

Invoice # 21

Invoice Date: 03/02/2026

Dates Submitted: 02/01/2026 - 02/28/2026

Contract # 19-12-C1

Arkansas Hwy 45 Utility Relocation

Job: 2408

Owner

City of Fort Smith Utilities

801 Carnall Avenue

Fort Smith, AR 72901

Contractor

Forsgren, Inc.

3000 North 23rd Street

Fort Smith, AR 72902

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Cmpl
31	Pipe Casing - 8" Steel (Bored)	150.00	LF	500.00	75,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
32	Pipe Casing - 12" Steel (Bored)	401.00	LF	520.00	208,520.00	130.0000	264.0000	394.0000	137,280.00	204,880.00	98.3
*33	Pipe Casing - 16" Steel (Bored)	129.00	LF	620.00	79,980.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
34	Pipe Casing - 18" Steel (Bored)	808.00	LF	685.00	553,480.00	536.0000	0.0000	536.0000	0.00	367,160.00	66.3
*35	Pipe Casing - 18" Steel (OC)	20.00	LF	530.00	10,600.00	20.0000	0.0000	20.0000	0.00	10,600.00	100.0
*36	Pipe Casing - 20" Steel (Bored)	240.00	LF	805.00	193,200.00	240.0000	0.0000	240.0000	0.00	193,200.00	100.0
*37	Pipe Casing - 20" Steel (OC)	20.00	LF	680.00	13,600.00	20.0000	0.0000	20.0000	0.00	13,600.00	100.0
*38	Pipe Casing - 24" Steel (Bored)	327.00	LF	840.00	274,680.00	327.0000	0.0000	327.0000	0.00	274,680.00	100.0
*41	Pipe Casing - 30" Steel (Bored)	86.00	LF	1,480.00	127,280.00	86.0000	0.0000	86.0000	0.00	127,280.00	100.0
*42	Pipe Casing - 30" Steel (OC)	50.00	LF	665.00	33,250.00	50.0000	0.0000	50.0000	0.00	33,250.00	100.0
*43	Pipe Casing - 36" Steel (Bored)	744.00	LF	1,355.00	1,008,120.00	499.0000	240.0000	739.0000	325,200.00	1,001,345.00	99.3
45	Pipe Casing - 36" Steel (OC) (B)	557.00	LF	705.00	392,685.00	215.0000	0.0000	215.0000	0.00	151,575.00	38.6
46	Dewatering and Drainage	1.00	LS	175,000.00	175,000.00	0.4000	0.0000	0.4000	0.00	70,000.00	40.0
47	Seeding, Fert, & Mulching	9.60	AC	1,850.00	17,760.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
48	Solid Sodding	9,700.00	SY	9.00	87,300.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
49	Agg Base Course for Dr (4")	670.00	SY	12.00	8,040.00	53.3300	0.0000	53.3300	0.00	639.96	8.0
50	ACHM Surface Course (Type 3)	120.00	TON	245.00	29,400.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
51	P.C. Concrete Pavement (6")	730.00	SY	100.00	73,000.00	47.8300	0.0000	47.8300	0.00	4,783.00	6.6
52	Deep Patch (8")	313.00	SY	90.00	28,170.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
53	Curb & Gutter (Type A - Barrier)	200.00	LF	54.00	10,800.00	23.0000	0.0000	23.0000	0.00	1,242.00	11.5
54	18" RCP Class III	90.00	LF	113.00	10,170.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
55	24" RCP Class III	60.00	LF	115.00	6,900.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
56	36" RCP Class III	50.00	LF	206.00	10,300.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
57	22" x 13" RCPA Class III	50.00	LF	135.00	6,750.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
58	Concrete Inlets and Junction Boxes	4.00	CY	1,660.00	6,640.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
59	MH F&C (Bolt-Down)	5.00	EA	630.00	3,150.00	2.0000	0.0000	2.0000	0.00	1,260.00	40.0
60	Conc Ditch Pav (Non-Reinf. 6")	125.00	SY	163.00	20,375.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
61	Wtr Pipe (6" DI , Cl 350, Zinc Ctg)	950.00	LF	121.50	115,425.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
62	Wtr Pipe (8" DI , Cl 350, Zinc Ctg)	590.00	LF	148.50	87,615.00	2.0000	0.0000	2.0000	0.00	297.00	0.3
63	Wtr Pipe (10" DI , Cl 350, Zinc Ctg)	280.00	LF	230.50	64,540.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
*64	Wtr Pipe (12" DI , Cl 350, Zinc Ctg)	700.00	LF	220.50	154,350.00	127.7000	0.0000	127.7000	0.00	28,157.85	18.2

Forsgren, Inc.

Pay Estimate Summary Report

Invoice # 21

Invoice Date: 03/02/2026

Dates Submitted: 02/01/2026 - 02/28/2026

Contract # 19-12-C1

Arkansas Hwy 45 Utility Relocation

Job: 2408

Owner

City of Fort Smith Utilities

801 Carnall Avenue

Fort Smith, AR 72901

Contractor

Forsgren, Inc.

3000 North 23rd Street

Fort Smith, AR 72902

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Cmpl
*65	Fittings	5,596.00	LBS	14.40	80,582.40	1,994.0000	0.0000	1,994.0000	0.00	28,713.60	35.6
66	Gate Valve W/ Box (6")	5.00	EA	1,975.00	9,875.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
67	Gate Valve W/ Box (8")	5.00	EA	2,910.00	14,550.00	1.0000	0.0000	1.0000	0.00	2,910.00	20.0
68	Gate Valve W/ Box (10")	5.00	EA	4,125.00	20,625.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
69	Gate Valve W/ Box (12")	7.00	EA	5,370.00	37,590.00	2.0000	0.0000	2.0000	0.00	10,740.00	28.6
70	TS&V w/box (6" x 6")	4.00	EA	7,600.00	30,400.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
71	TS&V w/box (8" x 8")	3.00	EA	9,010.00	27,030.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
72	TS&V w/box (10" x 10")	4.00	EA	12,350.00	49,400.00	1.2500	0.0000	1.2500	0.00	15,437.50	31.3
73	TS&V w/box (12" x 12")	5.00	EA	15,225.00	76,125.00	2.0000	0.0000	2.0000	0.00	30,450.00	40.0
74	Fire Hyd Assem (Regular)	30.00	EA	7,500.00	225,000.00	8.0000	1.0000	9.0000	7,500.00	67,500.00	30.0
75	Fire Hyd Assem (Parallel)	6.00	EA	8,305.00	49,830.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
*76	Connect to Existing Line (12")	3.00	EA	2,350.00	7,050.00	3.0000	0.0000	3.0000	0.00	7,050.00	100.0
77	Polyethylene Wrap (6")	950.00	LF	1.90	1,805.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
78	Polyethylene Wrap (8")	590.00	LF	2.25	1,327.50	2.0000	0.0000	2.0000	0.00	4.50	0.3
79	Polyethylene Wrap (10")	280.00	LF	2.75	770.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
80	Polyethylene Wrap (12")	650.00	LF	2.80	1,820.00	121.0000	0.0000	121.0000	0.00	338.80	18.6
81	Polyethylene Wrap (16")	2,710.00	LF	2.90	7,859.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
82	Polyethylene Wrap (20")	20.00	LF	3.30	66.00	14.0000	0.0000	14.0000	0.00	46.20	70.0
83	Polyethylene Wrap (24")	10,730.00	LF	3.50	37,555.00	3,891.5000	282.5000	4,174.0000	988.75	14,609.00	38.9
85	Wtr Pipe (16" DI , Cl 250, Zinc) (B)	100.00	LF	288.00	28,800.00	3.0000	0.0000	3.0000	0.00	864.00	3.0
86	Wtr Pipe (20" DI , Cl 250, Zinc)	20.00	LF	355.00	7,100.00	14.0000	0.0000	14.0000	0.00	4,970.00	70.0
*88	Wtr Pipe (24" DI , Cl 250, Zinc) (B)	13,355.00	LF	351.85	4,698,956.75	4,207.0000	676.5000	4,883.5000	238,026.53	1,718,259.48	36.6
*89	Fittings (Water Line > 12")	49,509.00	LBS	10.75	532,221.75	13,592.0000	2,224.0000	15,816.0000	23,908.00	170,022.00	31.9
90	TS&V w/box (16" x 16")	1.00	EA	41,500.00	41,500.00	1.0000	0.0000	1.0000	0.00	41,500.00	100.0
91	TS&V w/box (24" x 20")	1.00	EA	62,000.00	62,000.00	1.0000	0.0000	1.0000	0.00	62,000.00	100.0
*92	Blow-Off Assem (Wtr Line > 12")	6.00	EA	17,950.00	107,700.00	0.5000	1.5000	2.0000	26,925.00	35,900.00	33.3
*96	Gate Valve W/ Box (24") (B)	4.00	EA	52,500.00	210,000.00	2.0000	0.0000	2.0000	0.00	105,000.00	50.0
98	Ball Valve (16") Incl. Valve Vault (B)	1.00	EA	121,500.00	121,500.00	0.0000	0.1100	0.1100	13,365.00	13,365.00	11.0
100	Ball Valve (24") Incl. Valve Vault (B)	3.00	EA	174,800.00	524,400.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
101	Ball Valve (24" x 2) Incl. Valve Vault	1.00	EA	348,000.00	348,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
102	Explor. Exc. Conc. Pressure Pipe (24")	1.00	LS	11,600.00	11,600.00	0.0000	0.0000	0.0000	0.00	0.00	0.0

Forsgren, Inc.

Pay Estimate Summary Report

Invoice # 21

Invoice Date: 03/02/2026
 Dates Submitted: 02/01/2026 - 02/28/2026

Contract # 19-12-C1

Arkansas Hwy 45 Utility Relocation
 Job: 2408

Owner

City of Fort Smith Utilities
 801 Carnall Avenue
 Fort Smith, AR 72901

Contractor

Forsgren, Inc.
 3000 North 23rd Street
 Fort Smith, AR 72902

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Cmpl
103	Line-Stop Valve & Pipe Rest CPP (24")	1.00	EA	48,800.00	48,800.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
104	Cut-In Connection on CP Pipe (24")	1.00	EA	56,400.00	56,400.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
105	Cut, Cap & Abandon Exist WL (6")	5.00	EA	1,030.00	5,150.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
106	Cut, Cap & Abandon Exist WL (8")	5.00	EA	1,030.00	5,150.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
107	Cut, Cap & Abandon Exist WL (10")	6.00	EA	1,300.00	7,800.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
108	Cut, Cap & Abandon Exist WL (12")	7.00	EA	1,350.00	9,450.00	4.0000	0.0000	4.0000	0.00	5,400.00	57.1
109	Cut, Cap & Abandon Exist WL (16")	4.00	EA	2,275.00	9,100.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
110	Cut, Cap & Abandon Exist WL (20")	1.00	EA	2,500.00	2,500.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
111	Cut, Cap & Abandon Exist WL (24")	1.00	EA	2,680.00	2,680.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
112	Cut, Cap & Abandon CP Pipe (24")	1.00	EA	10,400.00	10,400.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
*113	ARV (4") and Vault	6.00	EA	26,500.00	159,000.00	0.0000	1.0000	1.0000	26,500.00	26,500.00	16.7
114	WL Crossing Marker	26.00	EA	130.00	3,380.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
115	Conc Thrust Blocking	150.00	CY	380.00	57,000.00	13.8000	0.0000	13.8000	0.00	5,244.00	9.2
116	Salvage A/R Valve and Demolish Vault	6.00	EA	1,900.00	11,400.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
117	Salvage BFV and Demolish Vault	2.00	EA	2,350.00	4,700.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
118	Salvage Butterfly Valve and Box	1.00	EA	1,650.00	1,650.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
119	R&R Irrigation BFP and Encl	2.00	EA	2,050.00	4,100.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
120	Service Connection (1")	10.00	EA	850.00	8,500.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
121	Service Connection (1.5")	2.00	EA	1,100.00	2,200.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
122	Service Connection (2")	1.00	EA	1,600.00	1,600.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
123	Service Line (1" PE Tubing, SDR 9)	510.00	LF	12.00	6,120.00	320.0000	0.0000	320.0000	0.00	3,840.00	62.7
124	Service Line (1.5" PE Tubing, SDR 9)	40.00	LF	26.00	1,040.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
125	Service Line (2" PE Tubing, SDR 9)	20.00	LF	33.00	660.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
126	Water Meter Box (1")	10.00	EA	1,275.00	12,750.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
127	Water Meter Box (1.5")	2.00	EA	2,030.00	4,060.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
128	Water Meter Box (2")	1.00	EA	3,200.00	3,200.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
129	Relocate Water Meter	13.00	EA	200.00	2,600.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
*130	Sewer Pipe (8" PVC SDR 35)	2,643.00	LF	74.00	195,582.00	1,927.5000	0.0000	1,927.5000	0.00	142,635.00	72.9
*131	Sewer Pipe (10" PVC SDR 35)	1,624.00	LF	87.00	141,288.00	1,546.5000	0.0000	1,546.5000	0.00	134,545.50	95.2
132	Sewer Pipe (12" PVC SDR 35)	160.00	LF	119.50	19,120.00	136.0000	0.0000	136.0000	0.00	16,252.00	85.0
*133	Sewer Pipe (15" PVC SDR 35)	1,146.00	LF	126.00	144,396.00	1,116.0000	0.0000	1,116.0000	0.00	140,616.00	97.4

Forsgren, Inc.

Pay Estimate Summary Report

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 Arkansas Hwy 45 Utility Relocation
 Job: 2408

Owner

City of Fort Smith Utilities
 801 Carnall Avenue
 Fort Smith, AR 72901

Contractor

Forsgren, Inc.
 3000 North 23rd Street
 Fort Smith, AR 72902

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Cmpl
134	Sewer Serv Line (4" PVC Sch 40) OC	100.00	LF	35.00	3,500.00	53.0000	0.0000	53.0000	0.00	1,855.00	53.0
135	Sewer Serv Line (6" PVC Sch 40) OC	40.00	LF	50.00	2,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
136	Sewer Serv Wyes (8" x 4")	4.00	EA	275.00	1,100.00	1.0000	0.0000	1.0000	0.00	275.00	25.0
137	Sewer Serv Clean-Outs (4")	7.00	EA	275.00	1,925.00	1.0000	0.0000	1.0000	0.00	275.00	14.3
138	Sewer Serv Clean-Outs (6")	1.00	EA	585.00	585.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
139	R&D of AC Sewer Pipe	540.00	LF	50.00	27,000.00	10.0000	0.0000	10.0000	0.00	500.00	1.9
140	2" Pressure Pipe for FM (incl ftgs)	670.00	LF	31.25	20,937.50	0.0000	0.0000	0.0000	0.00	0.00	0.0
141	Sewer Line Crossing Marker	18.00	EA	130.00	2,340.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
*142	Standard Depth MH (4' Dia.0-6')	40.00	EA	8,000.00	320,000.00	32.0000	0.0000	32.0000	0.00	256,000.00	80.0
*143	Additional Depth for MH (4' Dia.)	149.00	VF	285.00	42,465.00	103.2000	0.0000	103.2000	0.00	29,412.00	69.3
144	Manhole Drops (4' and Less)	4.00	EA	3,000.00	12,000.00	4.0000	0.0000	4.0000	0.00	12,000.00	100.0
145	Additional Height for MH Drops	15.00	VF	505.00	7,575.00	10.5000	0.0000	10.5000	0.00	5,302.50	70.0
146	Force Main Fittings	800.00	LBS	17.00	13,600.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
147	SWR Press Pipe (10" PVC AWWA C900)	680.00	LF	89.00	60,520.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
148	Gate Valve With Box (10")	1.00	EA	4,140.00	4,140.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
149	UG Combo Air Valve (ARI D-025-SB)	2.00	EA	19,900.00	39,800.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
*150	R&D Existing Manhole	4.00	EA	1,400.00	5,600.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
151	Abandon Ex. MH	24.00	EA	1,500.00	36,000.00	8.0000	0.0000	8.0000	0.00	12,000.00	33.3
152	Cut & Plug Sewer Main	21.00	EA	1,300.00	27,300.00	3.0000	0.0000	3.0000	0.00	3,900.00	14.3
153	Connect to Ex. MH	3.00	EA	1,850.00	5,550.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
154	TP Pavement Marking (White 4")	160.00	LF	12.00	1,920.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
155	6' tall Security CL Fence	300.00	LF	50.00	15,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
156	6' tall Security CL (7'- 12' W)	3.00	EA	1,735.00	5,205.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
157	Barbed Wire Fence	140.00	LF	16.25	2,275.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
158	Up to 4' tall W W Fence	40.00	LF	28.00	1,120.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
159	12' Wide Vehicular Gate	2.00	EA	1,375.00	2,750.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
160	Steel Pipe Brace Assembly	4.00	EA	480.00	1,920.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
161	Const Within Railroad ROW	1.00	LS	350,000.00	350,000.00	0.7000	0.3000	1.0000	105,000.00	350,000.00	100.0
*501	Relocate UG Electric & Meter	1.00	LS	9,400.00	9,400.00	1.0000	0.0000	1.0000	0.00	9,400.00	100.0
*502	Lower Pipe Casing - 36" (Bored)(4'-7.5')	1.00	LS	6,500.00	6,500.00	1.0000	0.0000	1.0000	0.00	6,500.00	100.0
*503	Lower Water Pipe 24"	660.00	LF	25.50	16,830.00	0.0000	660.0000	660.0000	16,830.00	16,830.00	100.0

Forsgren, Inc.

Pay Estimate Summary Report

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Invoice Date: 03/02/2026
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Contract # 19-12-C1

Arkansas Hwy 45 Utility Relocation
 Job: 2408

Owner

City of Fort Smith Utilities
 801 Carnall Avenue
 Fort Smith, AR 72901

Contractor

Forsgren, Inc.
 3000 North 23rd Street
 Fort Smith, AR 72902

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Cmpl
*504	Install Fire Hydrant Barrel Ext.	7.50	VF	410.00	3,075.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
*505	Extend 8" DI Riser on Blowoff Assembly	3.00	VF	175.00	525.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
*506	Lower Pipe Casing - 36" (Bored)(10')	1.00	LS	18,200.00	18,200.00	0.0000	1.0000	1.0000	18,200.00	18,200.00	100.0
*507	Lower Water Pipe 24" North RR	314.00	LF	30.00	9,420.00	0.0000	314.0000	314.0000	9,420.00	9,420.00	100.0
*508	Permit Coordination w/ Rail Pro & FS RR	1.00	LS	67,700.00	67,700.00	1.0000	0.0000	1.0000	0.00	67,700.00	100.0
*509	Additional Insurance Expenses	1.00	LS	7,000.00	7,000.00	1.0000	0.0000	1.0000	0.00	7,000.00	100.0
*510	10" C900 Fire Line (Temporary)	157.00	LF	88.00	13,816.00	0.0000	0.0000	0.0000	0.00	0.00	0.0
Totals:					15,969,436.90				949,143.28	7,543,386.59	47.2

Original Contract Amount	15,783,939.50
Change Order Amount	171,681.40
Total Contract (\$)	15,955,620.90
Work Completed to Date	7,543,386.59
Stored Material	2,602,244.10
Total Complete/Stored/Pending (\$)	10,145,630.69
Less Retainage	377,169.33
Total [Less Retainage] (\$)	9,768,461.36
Adjustments	0.00
Less Previously Requested	9,003,826.36
Amount Due This Request (\$)	764,635.00

Approved By: _____

Owner

Approved By: *R G Forsgren* 03/02/2026

Contractor

Recommended By: _____

Engineer

MATERIAL ON HAND							
PROJECT: Arkansas Highway 45 Utility Relocation Project No. 19-12-C1							
OWNER: City of Fort Smith Utilities							
CONTRACTOR:	FORSGREEN, INC.					Job#	2408
PAY ESTIMATE NO.	21						
	PREVIOUS	PREVIOUSLY	INSTALLED	TOTAL	PAID		
SUPPLIER'S NAME	INVOICES	INVOICED	INSTALLED	THIS MONTH	ON	INV.	DESCRIPTION
& INVOICE NO.	EACH	THIS MONTH	EST.	EST.	HAND	REC.	
A	B	C	D	E	F	G	
					(B+C-D-E)		
049394 01	\$66,924.80				\$66,924.80	1	36x20 Steel Casing
049394 02	\$3,833.50				\$3,833.50	1	8x20 Steel Casing
	\$14,420.00		\$9,373.00		\$5,047.00	1	12x20 Steel Casing
	\$7,676.20				\$7,676.20	1	16x20 Steel Casing
	\$47,112.00		\$32,742.81		\$14,369.19	1	18x20 Steel Casing
	\$2,111.80				\$2,111.80	1	20x20 Steel Casing
	\$10,294.80		\$8,579.00		\$1,715.80	1	30x20 Steel Casing
	\$41,828.00		\$34,508.10		\$7,319.90	1	36x20 Steel Casing
049386 01	\$22,417.50		\$16,482.13		\$5,935.37	1	8x14 PVC SDR 35
	\$23,072.28		\$14,683.92		\$8,388.36	1	10x14 PVC SDR 35
	\$2,194.08				\$2,194.08	1	12x14 PVC SDR 35
	\$18,863.20				\$18,863.20	1	10X18 DR18 (FM)
049386 02	\$30,483.60		\$30,483.60		\$0.00	1	15X14 PVC SDR 35
049539 01	\$2,494.00				\$2,494.00	1	16" DI 90°
	\$1,003.32				\$1,003.32	1	16"x6" Sw. Tee
	\$3,388.20				\$3,388.20	1	24" Solid Cap
	\$34,555.50		\$11,518.50		\$23,037.00	1	24" DI 11.25°
	\$14,600.67		\$10,429.05		\$4,171.62	1	24" DI 22.5°
	\$34,603.04		\$8,650.76		\$25,952.28	1	24" DI 45°
	\$25,955.30		\$5,191.06		\$20,764.24	1	24" DI 90°
	\$4,929.66		\$4,929.66		\$0.00	1	24"x6" DI Tee
	\$7,989.57		\$2,663.19	\$2,663.19	\$2,663.19	1	24"x8" DI Tee
	\$2,912.28				\$2,912.28	1	24"x10" DI Tee
	\$32,656.33		\$4,665.19		\$27,991.14	1	24"x12" DI Tee
	\$4,130.87				\$4,130.87	1	24"x20" DI Tee
	\$18,716.12		\$14,037.09		\$4,679.03	1	24" DI Tee
	\$44,914.60		\$6,737.19	\$2,245.73	\$35,931.68	1	24"x6" Sw. Tee
	\$10,200.97				\$10,200.97	1	24" Flan. Tee
	\$495.99				\$495.99	1	16' Solid Cap
	\$120.16				\$120.16	1	6" DI 11.25°
	\$492.08				\$492.08	1	6" DI 45°
	\$1,649.23				\$1,649.23	1	6" DI 90°
	\$538.23				\$538.23	1	6" Solid Cap
	\$5,785.34				\$5,785.34	1	6"x24" SW. ADAP.
	\$2,780.16				\$2,780.16	1	8" DI 90°
	\$2,828.67				\$2,828.67	1	8" DI 90°
	\$739.62				\$739.62	1	8"x6" Sw. Tee
	\$499.72				\$499.72	1	10"x6" Sw. Tee
	\$410.94				\$410.94	1	10" DI Tee
	\$1,179.92				\$1,179.92	1	10" Solid Cap
	\$185.90				\$185.90	1	10"x6" Reducer
	\$1,795.48				\$1,795.48	1	12" DI 45°
	\$2,323.00		\$580.75		\$1,742.25	1	12"x6" Sw. Tee
	\$1,436.40				\$1,436.40	1	12" Solid Cap
	\$7,287.00				\$7,287.00	1	8" DI Flanged 90°
	\$134.97				\$134.97	1	6" DI" 11.25°
	\$76.89				\$76.89	1	6" Epy. Solid Cap
	\$248.34				\$248.34	1	6"x6" Sw. Tee
	\$173.76				\$173.76	1	8" DI 45°
	\$834.26				\$834.26	1	8" Solid Cap
	\$519.58				\$519.58	1	10" DI 45°

		\$1,172.61			\$1,172.61	1	10" DI 90°
		\$355.13			\$355.13	1	12" Epy. Long Sleeve
		\$2,259.44	\$1,129.72		\$1,129.72	1	12" DI 90°
		\$361.48			\$361.48	1	12" DI" 11.25°
		\$2,058.80			\$2,058.80	1	20" Solid Cap
	049539 02	\$3,634.98	\$1,817.49		\$1,817.49	2	24"x16" Reducer
		\$5,824.56			\$5,824.56	2	24"x10" DI Tee
	049539 03	\$13,474.38	\$6,737.19		\$6,737.19	3	24"x6" Sw. Tee
	049539 04	\$3,496.00			\$3,496.00	3	16"x8" Sw. Tee
	049536 01	\$7,185.60			\$7,185.60	4	6" Megalug
		\$7,695.44			\$7,695.44	4	8" Megalug
		\$4,032.35			\$4,032.35	4	10" Megalug
		\$6,758.44	\$519.88		\$6,238.56	4	12" Megalug
		\$5,463.50	\$218.54		\$5,244.96	4	16" Megalug
		\$686.24			\$686.24	4	20" Megalug
		\$93,246.00	\$3,729.84		\$89,516.16	4	24" Megalug
	049539 06	\$27,972.72			\$27,972.72	4	24"x8" Sw. Tee
		\$519.58			\$519.58	4	10" DI Cap
	049534 01	\$14,040.00			\$14,040.00	5	12" TJ DI Pipe
		\$36,405.60	\$36,405.60		\$0.00	5	24" TJ DI Pipe
	051580 01	\$13,790.80			\$13,790.80	6	6" TJ DI Pipe
		\$28,166.40			\$28,166.40	6	6" HD DI Pipe
		\$6,805.80			\$6,805.80	6	8" TJ DI Pipe
		\$20,853.00			\$20,853.00	6	8" HD DI Pipe
		\$4,567.00			\$4,567.00	6	10" TJ DI Pipe
		\$10,951.20			\$10,951.20	6	10" HD DI Pipe
		\$2,360.80	\$354.12		\$2,006.68	6	16" HD DI Pipe
		\$2,323.40	\$2,323.40		\$0.00	6	20" TJ DI Pipe
		\$506,189.53	\$196,362.71		\$309,826.82	6	24" TJ DI Pipe
		\$580,899.76	\$364,311.48		\$216,588.28	6	24" HD DI Pipe
		\$4,344.80	\$4,344.80		\$0.00	6	24" HDxPETJ DI Pipe
	051580 02	\$112,964.80			\$112,964.80	6	24" HD BCL DI Pipe
	051604 01	\$9,191.92			\$9,191.92	6	2" ARV Combo
	051544 02	\$6,254.60			\$6,254.60	7	6" TS&V
		\$2,046.21			\$2,046.21	7	8" TS&V
		\$8,973.60			\$8,973.60	7	10" TS&V
		\$3,230.30			\$3,230.30	7	12" TS&V
		\$6,460.60	\$6,460.60		\$0.00	7	12" TS&V
		\$1,563.65			\$1,563.65	7	6" TS&V
		\$23,092.79			\$23,092.79	7	24" TS&V
	051580 05	\$36,405.60			\$36,405.60	7	24" TJ DI Pipe
		\$4,833.72			\$4,833.72	7	6x12 Casing Spacer
		\$1,773.46			\$1,773.46	7	8x16 Casing Spacer
		\$2,030.07	\$2,416.75		-\$386.68	7	8x18 Casing Spacer
		\$1,921.28			\$1,921.28	7	10x18 Casing Spacer
		\$6,471.36			\$6,471.36	7	12x24 Casing Spacer
		\$28,282.42	\$3,972.25		\$24,310.17	7	24x36 Casing Spacer
		\$396.14			\$396.14	7	2x4/6 Casing Spacer
		\$9,404.16	\$386.68		\$9,017.48	7	8x18 Casing Spacer
	052396 02	\$30,413.60	\$30,413.60		\$0.00	8	24" HD DI Pipe
		\$34,758.40	\$34,758.40		\$0.00	8	24" HD DI Pipe
		\$370,056.00	\$370,056.00		\$0.00	8	24" HD DI Pipe
	051580 06	\$35,714.40			\$35,714.40	9	12" HD DI Pipe
		\$2,360.80			\$2,360.80	9	16" HD DI Pipe
		\$91,469.07			\$91,469.07	9	24" HD BCL DI Pipe
		\$566,127.44		\$146,962.86	\$419,164.58	9	24" HD DI Pipe
		\$30,413.60			\$30,413.60	9	24" HDxPETJ DI Pipe
		\$34,758.40			\$34,758.40	9	24" HDxPETJ DI Pipe
		\$370,056.00			\$370,056.00	9	24" HD BCL DI Pipe
	052396 01	\$35,714.40			\$35,714.40	9	12" HD DI Pipe
		\$2,360.80			\$2,360.80	9	16" HD DI Pipe
		\$91,469.07			\$91,469.07	9	24" HD BCL DI Pipe
		\$208,550.40	\$184,654.00		\$23,896.40	9	24" HD BCL DI Pipe
	052397 01	\$30,413.60	\$27,236.62		\$3,176.98	9	24" HDxPETJ DI Pipe

		\$34,758.40				\$34,758.40	9	24" HDxPETJ DI Pipe
		\$370,056.00				\$370,056.00	9	24" HD BCL DI Pipe
	050806 02	\$41,466.99				\$41,466.99	9	6" Gate Valve
		\$18,923.88	\$1,576.99			\$17,346.89	9	8" Gate Valve
		\$12,294.95				\$12,294.95	9	10" Gate Valve
		\$22,990.80				\$22,990.80	9	12" Gate Valve
		\$5,836.24				\$5,836.24	9	6" Tap Valve
		\$6,499.50				\$6,499.50	9	8" Tap Valve
		\$16,835.00				\$16,835.00	9	10" Tap Valve
		\$24,675.00				\$24,675.00	9	12" Tap Valve
		\$12,362.11	\$12,362.11			\$0.00	9	16" Tap Valve
		\$23,798.97	\$23,798.97			\$0.00	9	20" Tap Valve
		\$155,628.88	\$77,814.44			\$77,814.44	9	24" Gate Valve
		\$1,470.24				\$1,470.24	9	2" Gate Valve
	052395 01	-\$35,714.40				-\$35,714.40	9	Credit 12" HD DI Pipe
	051580 06 Credit	-\$2,360.80				-\$2,360.80	9	Credit 16" HD DI Pipe
		-\$91,436.07				-\$91,436.07	9	Credit 24" HD BCL DI Pipe
		-\$208,550.40				-\$208,550.40	9	Credit 24" HDxPETJ DI Pipe
		-\$30,413.60				-\$30,413.60	9	Credit 24" HDxPETJ DI Pipe
		-\$34,758.50				-\$34,758.50	9	Credit 24" HDxPETJ DI Pipe
		-\$370,056.00				-\$370,056.00	9	Credit 24" HD BCL DI Pipe
	052375 01	-\$357,577.04				-\$357,577.04	9	Credit 24" HDxPETJ DI Pipe
	051580 06 Credit							
	051580 07	\$65,172.00				\$65,172.00	10	Credit 24" HD BCL DI Pipe
	052376 01	\$361,921.84				\$361,921.84	10	Credit 24" HD BCL DI Pipe
	052073 01	\$13,987.50	\$3,730.00	\$4,662.50		\$13,987.50	10	24" Megalug
		\$4,369.00				\$4,369.00	10	16" Megalug
		\$663.40				\$663.40	10	8" Megalug
		\$590.10				\$590.10	10	10" Megalug
		\$1,299.70				\$1,299.70	10	12" Megalug
	051604 02	\$265,494.85					14	24" Ball Valve
		\$29,190.77		\$4,170.11		\$25,020.66	14	4" Air Release Valve
	051604 03	\$32,736.85					14	16" Ball Valve
	Darragh							
	51037087	\$23,022.38				\$23,022.38	15	Valve Vault Steel
	Winwater							
	055076 01	\$45,900.00		\$10,200.00		\$35,700.00	17	24" Long Sleeve
	055076 02	\$21,744.72				\$21,744.72	17	24" Megalug
	055529 01	\$9,665.78				\$9,665.78	17	2" Sewer ARV
	TOTAL	\$4,677,134.87	\$0.00	\$1,614,147.18	\$170,904.39	\$2,602,244.10		
	CURRENT MATERIALS	\$2,602,244.10						







MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering-Utilities
DATE: March 30, 2026
SUBJECT: ARDOT offer for fee acquisition and temporary construction easements from the City of Fort Smith

SUMMARY

In conjunction with the state's Towson Avenue project, ARDOT has requested a fee acquisition and temporary construction easement for ARDOT's Towson Ave construction improvements project. They have presented an offer in the amount of \$5,373.00, which breaks down as follows: \$2,684.00 for Fee Acquisition, \$489.00 for site improvements, and \$2,200.00 for the Temporary Construction Easement.

The construction area will be at the City's Fire Department No. 4 located at 2128 Towson Ave entry and exits. City staff will work with ARDOT to secure an agreement that all entries and exits will never be blocked at the same time.

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

ATTACHMENTS

1. [4-7-26_Item_ID_2673_Resolution_Engineering-Utilities.pdf](#)
2. [4-7-26 Item ID 2673 Attachment Engineering-Utilities.pdf](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT FEE ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT OFFER FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) FOR HIGHWAY 271 – HIGHWAY 64 (TOWSON AVENUE) - FORT SMITH JOB NO. 040723

WHEREAS, ARDOT is requesting a Fee Acquisition and Temporary Construction Easement from the City for the state’s Highway 271 – Highway 64 (Towson Avenue), Fort Smith Job No. 040723.

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

SECTION 1: The Contract to Sell with the Arkansas State Highway Commission, incorporated herein by reference, with respect to Tracts 116-1 and 116-2, for consideration in the amount of \$3,173.00, is hereby approved.

SECTION 2: The Temporary Construction Easements between the City, as grantor, and Arkansas State Highway Commission, as grantee, incorporated herein by reference, with respect to Tracts 116E-1 and 116 E-2, for consideration in the amount of \$2,200.00, are hereby approved.

SECTION 3: The City Administrator is hereby authorized to take all necessary actions to complete the transfer of the real property described in the Contract to Sell approved by Section 1 hereof.

SECTION 4: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Temporary Construction Easements approved by Section 2 hereof.

PASSED AND APPROVED this ____ day of _____ 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr



**TOWSON FIRE DEPT.
TRACT 116**

WARD 1



APPRAISAL REPORT

Tract 116, ARDOT Job #040723

2200 Towson Ave
Fort Smith, Arkansas 72901
City of Fort Smith

PREPARED FOR:
Universal Field Services, Inc
c/o Mr. Bart Waits

EFFECTIVE DATE OF THE APPRAISAL:
September 3, 2025

PREPARED BY:

OBRIEN
RIGHT OF WAY VALUATION

3537 N. Steele Blvd., Suite 110-140
Fayetteville, AR 72703



Date of Report: October 27, 2025

Mr. Bart Waits
Project Manager
Universal Field Services, Inc
6737 S 85th East Avenue
Tulsa, OK 74133

RE: Appraisal Report of:
Tract 116- ARDOT Job #040723
2200 Towson Ave, Fort Smith, Arkansas 72901
O'Brien Right of Way Valuation File No: 24.2343

Mr. Waits:

Per your authorization and direction, O'Brien Right of Way Valuation has prepared the attached appraisal report to develop an opinion of the market value of the subject before and after the acquisition. Our analysis is presented in the following Appraisal Report.

The subject is a 0.93 acre special use property located at 2200 Towson Ave in Fort Smith, Sebastian County, Arkansas. The property is improved with a fire station. Because the property is tax-exempt, the improvement size and year built are not reported on county tax records and are therefore unknown. This report is for partial acquisition for the U.S. Highway 71B (Towson Avenue) U.S. Highway 271 - U.S. Highway 64 (S) project, which is ARDOT Job No. 040723. ARDOT intends to acquire two acquisition areas that total 565 SF in fee for roadway purposes. 116-1 consist of 62 SF, while 116-2 consist of 503 SF. The primary improvements are not impacted by the proposed acquisition. Therefore, this analysis is limited to the value of the land and affected site improvements only. The proposed acquisition also includes the following temporary construction easement(s): TCE 116E-1 which consists of 763 SF; TCE 116E-2 which consists of 1,385 SF. The TCEs are needed to reconstruct the driveways back to the remainder.

It is our opinion that the total compensation for the acquisition of the herein described property as of the effective date of this report, September 3, 2025, is as shown in the table that follows. This conclusion is based upon our independent appraisal and the exercise of our professional judgment and is subject to reliance on certain data provided by the client and to the assumptions and limiting conditions presented in this report.

SUMMARY OF VALUE CONCLUSIONS	
Whole Property	\$192,750
Remainder Property	\$189,577
Difference in Market Value	\$3,173
Plus: Total Temporary Easements (Rounded)	\$2,200
TOTAL COMPENSATION	\$5,373

O'BRIEN

RIGHT OF WAY VALUATION

This appraisal is subject to general assumptions and limiting conditions and is intended only for the specific use(s) and user(s) that are presented in the body of the attached report.

Extraordinary Assumptions

No Extraordinary Assumptions were made for this assignment.

Hypothetical Conditions

The use of a hypothetical condition(s) may have impacted the results of the assignment. The valuation of the remainder property is performed under the hypothetical condition that, as of the date of value, the proposed project is completed according to current design specifications.

Jurisdictional Exceptions

As a matter of law:

- The market value opinions in this report are not linked to a specific opinion of exposure time.
- Any enhancements, general benefits, or diminutions caused by the influence or knowledge of the public project are not considered.

These jurisdictional exceptions are permitted by the Jurisdictional Exception portion of USPAP.

Respectfully Submitted,

O'BRIEN RIGHT OF WAY VALUATION



Brian J. Kenworthy, MAI
Senior Director
Arkansas License No. CG-3496
Expiration Date 6/30/2026
479.485.8006
bkenworthy@obrien-row.com



Scott Pope, R/W-AC
Senior Analyst
Arkansas License No. CG-5051
Expiration Date 8/18/2026
479.485.8006
spope@obrien-row.com



Nathan Broyles
Senior Analyst
Arkansas License No. CG-2884
Expiration Date 6/30/2026
479.485.8006
nbroyles@obrien-row.com



ARDOT Administrative Approval
Date: 11/21/2025



RIGHT OF WAY DIVISION

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2311 | Fax: (501) 569-2018 | Toll Free: (877) 569-0120

January 2, 2026

Date

City of Fort Smith, Arkansas
Attn: Jeff Dingman
PO Box 1908
Fort Smith, AR 72902

Job 040723
Hwy. 271 – Hwy. 64
(Towson Ave.) (Ft. Smith)
Sebastian County
Tract 116, 116E-1, 116E-2

Dear Mr. Dingman:

An acquisition agent for the Arkansas State Highway Commission has presented to you a Contract to Sell, offering to purchase the fee simple title and Temporary Construction Easement(s) to your property needed for highway purposes. A description of the property needed is attached. The acquisition agent will contact you within 10 business days for your response, including all issues or concerns regarding the offer. It is anticipated that negotiations should be concluded within 30 calendar days from the date of the initial contact.

The following buildings, structures, and other improvements, including fixtures located on the necessary lands, are as follows: Concrete paving.

In the event you desire to retain any of the building, structures or other improvements, including fixtures listed above for salvage value of \$-0-, you must do so prior to the date of closing of a Contract to Sell or eminent domain proceedings.

The offer of \$5,373.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: \$2,684.00 as just compensation for the Land to be acquired, \$489.00 for Improvements, \$2,200.00 for two Temporary Construction Easements.

Should you elect to accept this offer, the State will determine if you can convey a merchantable title, and if so, a property deed conveying the land to the Arkansas State Highway Commission will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the Arkansas State Highway Commission elects to do so, a condemnation suit will be filed, and the amount that the Arkansas State Highway Commission has determined to be estimated just compensation for your property will be deposited into the Registry of the Circuit Court of Sebastian County. At this time, you may elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation, and this amount will be paid to you, thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as estimated just compensation, then you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of Sebastian County in which your lands are situated, to determine just compensation for your lands condemned.

In either event, payment of the estimated compensation will be made available to you prior to vacating your property.

Please contact the Acquisition agent with Universal Field Services, Inc. to discuss this matter further.

Yours truly,



Kevin T. White, P.E.
Division Head
Right of Way Division

AS KTW: ptl

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES
(UNCONTROLLED ACCESS)

Grantor: City of Fort Smith, Arkansas
Address: PO Box 1908, Fort Smith, AR 72902

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the real estate situated in the County of Sebastian, State of Arkansas, described in Exhibit A, save and except such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes.

PURCHASE PRICE: The purchase price paid by the Arkansas State Highway Commission shall be the exact sum of: **\$3,173.00**

CLOSING COSTS: It is understood and agreed that the Grantee will be responsible for the preparation and cost of all necessary documents for closing and will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission and that Grantor(s) will not be responsible for those costs.

PROPERTY TAXES, LIENS, MORTGAGES, and OTHER ENCUMBRANCES: Taxes and special assessments due on or before Closing shall be paid by Grantor. Grantors are responsible for any future taxes and special assessments on any property remaining in Grantor’s ownership. Grantors agree to accept the Purchase Price above subject to the proven, valid interests, of any party having an interest in and to the property currently owned by Grantor(s). Grantor(s) hereby agree and affirm that they must pay for any and all proven, valid interest of any third party(ies) in and to the subject property, if any, without further contribution from Grantee.

EXERCISE OF CONTRACT: The Commission shall have the irrevocable right to exercise the “Contract to Sell” at any time within (90) days from the date this Contract is approved by the Arkansas State Highway Commission; and it is agreed that if, within the time above specified, the said Commission shall declare its intention to exercise this “Contract to Sell”, including the right to purchase the said land, the Grantor(s) will sign and execute a General Warranty Deed when presented by the Commission and receive payment of the stated Purchase Price from the said Commission, less any amount that may be found due and payable to any third party as described above. It is expressly understood that the said Commission shall not be further obligated.

IMPROVEMENTS: Unless specifically retained by Grantor, all fixtures and attached equipment, if any, are included in the Purchase Price. If any items are specifically retained by Grantor, the Salvage and Performance Deposit Addendum must be attached to and made a part of this contract. Timber and trees may not be retained or salvaged. Grantor(s) hereby elect(s) to retain improvements, fixtures, and attached equipment as follows:

NO IMPROVEMENTS RETAINED

SALVAGE AND PERFORMANCE DEPOSIT ADDENDUM ATTACHED: Grantor elects to retain improvements as selected in the Salvage and Performance Deposit Addendum incorporated into and made part of this Contract. Any items selected for retention will be removed in accordance with the terms of the Addendum. Grantor will remit payments to the Grantee in the total salvage value and bond amounts at closing.

POSSESSION AND OCCUPANCY: Grantor agrees that Grantee will have the right to possess and occupy the property immediately upon closing, except that no person lawfully occupying real property shall be required to move from a dwelling, business or farm operation without 30 days written notice from the date of payment of the consideration set forth herein.

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 20_____.

Signature

Signature

Signature

Signature

EXHIBIT A

LEGAL DESCRIPTION

Part of the Northeast Quarter of the Southeast Quarter of Section 20, Township 8 North, Range 32 West, Sebastian County, Arkansas, more particularly described as follows:

Commencing at a 1/2 inch Rebar with yellow cap PS 147 found at the Northwest Corner of Lot 7, Block 2 of Harder Place as recorded at Plat 63; thence South 86°49'56" East along the Northerly line of said Lot 7 a distance of 312.06 feet to a point on the Westerly right of way line of U.S. Highway 71B (Towson Ave.) as established by AHTD Job 4371; thence South 03°13'26" West along said right of way line a distance of 339.25 feet to the POINT OF BEGINNING; thence continuing South 03°13'26" West along said right of way line a distance of 10.76 feet to a point; thence North 86°52'58" West a distance of 5.74 feet to a point on the Westerly right of way line of U.S. Highway 71B (Towson Ave.) as established by ARDOT Job 040723; thence North 03°19'11" East along said right of way line a distance of 10.78 feet to a point; thence South 86°40'49" East along said right of way line a distance of 5.73 feet to the POINT OF BEGINNING and containing 62 sq. ft. more or less, as shown on ARDOT plans referenced as Job 040723.

10/14/2021 JDM
04/09/2025 JDM

Also;

Part of Lot 11, Block 2 of Harder Place to the City of Fort Smith as recorded at Plat 63, located in the Northeast Quarter of the Southeast Quarter of Section 20 and part the Northeast Quarter of the Southeast Quarter of Section 20, all in Township 8 North, Range 32 West, Sebastian County, Arkansas, more particularly described as follows:

Commencing at a 1/2 inch Rebar with yellow cap PS 147 found at the Northwest Corner of Lot 7, Block 2 of Harder Place as recorded at Plat 63; thence South 86°49'56" East along the Northerly line of said Lot 7 a distance of 312.06 feet to a point on the Westerly right of way line of U.S. Highway 71B (Towson Ave.) as established by AHTD Job 4371; thence South 03°13'26" West along said right of way line a distance of 200.01 feet to the POINT OF BEGINNING; thence continuing South 03°13'26" West along said right of way line a distance of 65.24 feet to a point on the Westerly right of way line of U.S. Highway 71B (Towson Ave.) as established by ARDOT Job 040723; thence North 86°40'49" West along said right of way line a distance of 9.60 feet to a point; thence North 03°19'11" East along said right of way line a distance a distance of 40.00 feet to a point; thence North 23°55'41" East along said right of way line a distance of 26.97 feet to the POINT OF BEGINNING and containing 0.01 acres (503 sq. ft.) more or less, as shown on ARDOT plans referenced as Job 040723.

Total to acquire 0.01 acres (565 sq. ft.) more or less, as shown on ARDOT plans referenced as Job 040723.

01/06/2022 JDM
04/09/2025 JDM

- Uncontrolled Access
- Partially Controlled Access – Access break from Station _____ to Station _____
- Fully Controlled Access
- Fully Controlled Access with _____
- Access Taking Only

PREAUDITED AND ACCEPTED:

SALVAGE AND PERFORMANCE DEPOSIT ADDENDUM

Grantor (hereinafter referred to as “Purchaser”) specifically retains the fixtures and attached equipment selected as ‘Yes’ in the list below. Purchaser agrees that the items selected for retention will be removed in accordance with the terms below, including acceptance of all liability associated with said removal.

IMPROVEMENTS and/or COST TO CURE	SALVAGE PURCHASE PRICE	RETAINED BY GRANTOR		AMOUNT OF DEPOSIT REQUIRED	WILL GIVE ACTUAL POSSESSION OF IMPROVEMENTS NOT RETAINED
		YES	NO		
Concrete Paving	\$0.00	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00	
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		

TOTAL PRICE OF SALVAGED IMPROVEMENTS: \$0.00
Make Check Payable to the Arkansas State Highway Commission

TOTAL AMOUNT OF REQUIRED PERFORMANCE DEPOSIT: \$0
Make Check Payable to ARDOT Escrow Account

CERTIFICATE OF LIABILITY

As purchaser of the above described improvements, I hereby acknowledge liability for the following:

Improvements shall be removed to the following specifications by **30 days after closing** or, if the property is lawfully occupied, by 30 days after the Final Vacate Date established by the Arkansas Department of Transportation.

If the above-described improvements **have not** been removed by the Purchaser *on or before* the above specified date, ownership of these improvements shall revert to the Arkansas Highway Commission / Arkansas Department of Transportation (herein after, ARDOT).

Liability for All Costs: If the Arkansas Department of Transportation is required to complete the removal of the improvements, the purchaser shall be responsible for all costs, in addition to this deposit.

Applicable to All Improvements: Upon completion of moving operations the purchaser shall remove from the premises, all metal, brick, rock, concrete block, combustible materials, including rubbish, shrubbery, and trees uprooted or cut to facilitate moving operations. Only concrete footing and concrete flatwork may be left on the site, provided that all mud-sill steel tie bolts and reinforcing steel protruding from the concrete work is removed or sheared off flush with the surface of the slab or footing.

Water Wells: If a water well, equipment, or well house is retained, the property owner will have the well closed using the current policies and procedures of the Water Well Construction Committee of the Arkansas Natural Resources Commission (ANRC) for water well closures. A copy of the form submitted to the ANRC must be provided to ARDOT Property Management.

Basements and Pools: If a basement/pool is involved, the purchaser must have the walls collapsed and fill in the pit with other concrete, concrete blocks or bricks to within two feet of the surface and backfill to the surface with at least two feet of suitable material to the Arkansas Department of Transportation standards in order to provide adequate protection for pedestrians and animals. In all other respects, leave the premises in a reasonably safe, level, sanitary, and mowable condition. If utility service is disconnected, disrupted, or otherwise impaired by moving operations, purchaser shall provide adequate substitute utility service to those affected and shall be responsible for all cost associated with permanent repairs.

Notice of Completion: Upon completion of removal in accordance with these standards, Purchaser must notify ARDOT Property Management in writing. Written notification may be submitted as follows:

Via e-mail to:

Cory.Sutton@ardot.gov and Katharine.Gilbertson@ardot.gov

Via mail to:

ARDOT Property Management – Room 702
P.O. Box 2261
Little Rock, AR 72209

Phone inquiries may be directed to (501) 569-2317 or (501) 569-2318.

Consideration: In agreement of the above listed liability, I hereby tender cashiers or personal checks in the above stated amounts as the Salvage Purchase Price and as the Performance Deposit.

Non-Refundable Salvage Purchase Price: I understand that the Salvage Purchase Price is Non-Refundable.

Refund of Performance Deposit: The Performance Deposit will be refunded upon compliance with the above stated provisions to the satisfaction of the Arkansas Department of Transportation. Failure to comply with any of the above terms may result in a forfeiture of the Performance Deposit. If the Arkansas Department of Transportation is required to complete the removal of the improvements, the purchaser shall be responsible for all costs, in addition to this deposit.

ARDOT Representative	DATE	PURCHASER	
DEPOSIT			
RECEIVED FROM PROP. MGMT.	DATE	AMOUNT	Property Manager

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT City of Fort Smith, Arkansas, for and in consideration of Eight Hundred Dollars (\$800.00), and other valuable considerations, to us cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby give and grant to the Arkansas State Highway Commission, it's successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 040723, and designated as Tract No. 116E-1 situated in the County of Sebastian State of Arkansas.

See attached exhibit Tract 116E-1

This temporary easement, as conditioned above, shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

Dated this _____ day of _____, 20_____.

X _____
Signature:

X _____
Signature:

X _____
Signature:

X _____
Signature:

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT The City of Fort Smith, Arkansas, for and in consideration of One Thousand-Four Hundred Dollars (\$,1400.00), and other valuable considerations, to us cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby give and grant to the Arkansas State Highway Commission, it's successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 040723, and designated as Tract No. 116E-2 situated in the County of Sebastian State of Arkansas.

See attached exhibit Tract 116E-2

This temporary easement, as conditioned above, shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

Dated this _____ day of _____, 20_____.

X _____
Signature:

X _____
Signature:

X _____
Signature:

X _____
Signature:

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, _____, (Notary name) a Notary Public, or before any officer within this State or without the State now qualified under existing law to take acknowledgments, duly commissioned, qualified and acting, within and for said State and County, appeared in person the within named _____, being the person(s) authorized by said corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity to execute such instrument, stating his/her respective capacities in that behalf, to me personally well-known or satisfactorily proven to be such person, who stated that he/she was the _____ of _____, a corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity and was duly authorized in his/her respective capacity to execute the foregoing instrument(s) for and in the name and on behalf of said corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

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

Notary Public

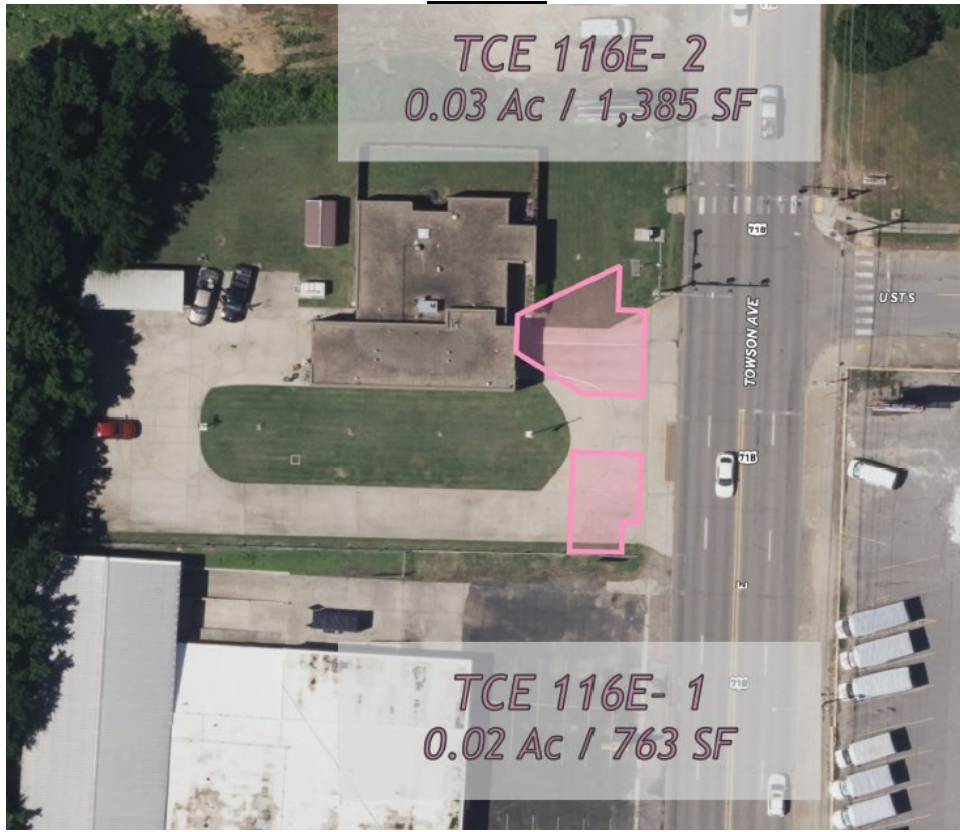
My Commission Expires: _____

**EXHIBIT
TRACT 116E-1, 116E-2**

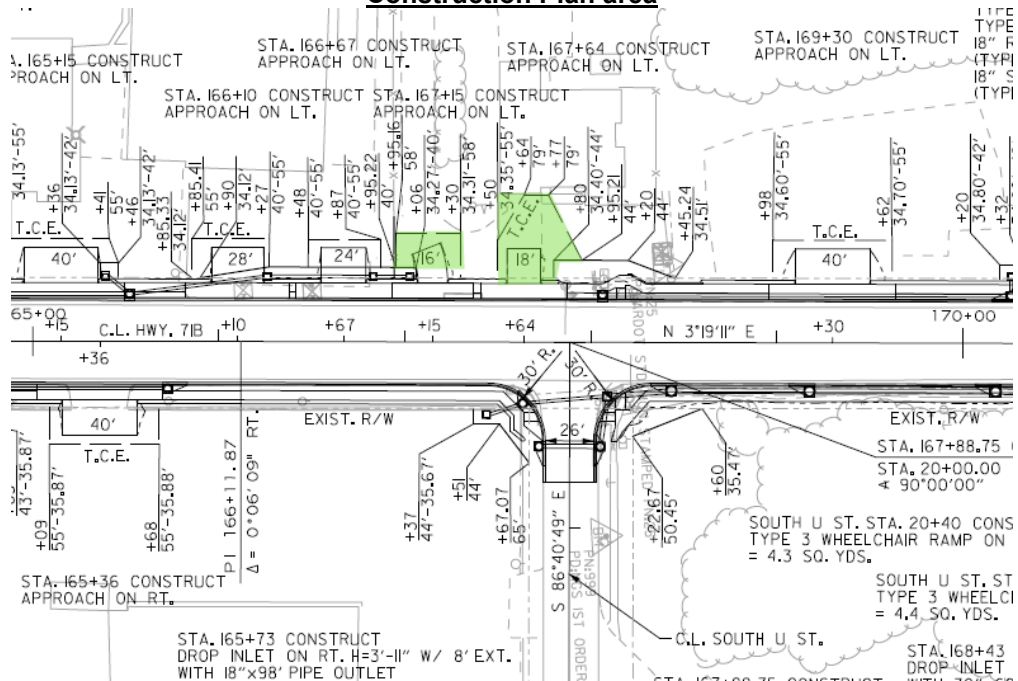
Temporary Construction Easements

Note: Map not to Scale. Color for identification only

TCE Area



Construction Plan area



Job Number: 040723
 Tract Number: 116, 116E1-2

STATEMENT OF AUTHORIZATION & CONCURRENCE

I/We hereby authorize the following payments to be made on my/our behalf by the Arkansas Department of Transportation for the referenced property payable to the following authorized agents (recipients).

*I/We understand and agree the division of all payments are to be disbursed as shown below with the exception of any necessary payoff amounts.

Authorized Agent (Recipient)	Taxpayer ID # (SSN/EIN)	Payment Amount*
City of Fort Smith, Arkansas		

Upon delivery of the check, in accordance with the above instructions, the Arkansas Department of Transportation is hereby released from any further liability for the delivery and/or application of said purchase money funds.

I/We acknowledge that these payments will be reported to the IRS as proceeds to the property owner/transferor(s) of the property not the authorized agent receiving the funds; also the property owner/transferor(s) will receive a 1099 tax form at the end of the year to report to IRS since the recipient has no legal interest in the property. *If the recipient is part legal owner of the property, depending on your filing status for example filing single, married jointly or married separately may affect your tax returns, then the person receiving the funds will receive the 1099 tax form at the end of the year to report to IRS.*

 Property Owner Name

 Property Owner Name

 Property Owner Name

 Property Owner Name

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, _____, a Notary Public, or before any officer within this State or without the State now qualified under existing law to take acknowledgments, duly commissioned, qualified and acting, within and for said State and County, appeared in person the within named _____, being the person(s) authorized by said corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity to execute such instrument, stating his/her respective capacities in that behalf, to me personally well-known or satisfactorily proven to be such person, who stated that he/she was the _____ of _____, a corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity and was duly authorized in his/her respective capacity to execute the foregoing instrument(s) for and in the name and on behalf of said corporation, business trust, estate, partnership, limited liability company, association, joint venture or other legal entity, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

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

Notary Public

My Commission Expires: _____

MORTGAGE AUTHORIZATION

This form must be completed and signed by the property owner(s), whether a mortgage exists or not.

The form must be filled out completely, signed and submitted to the
Right of Way Division/Administrative Section.

Job: 040723	
Tract: 116, 116E1-2	
Property Owner:	<u>City of Fort Smith, Arkansas</u>
Address:	_____

Telephone #:	_____
Mortgage Company (If no Mtg. write NONE)-- _____	
Address:	_____
Telephone #:	_____
Loan #:	_____
Contact Person:	_____

Due to the construction of the above-mentioned project, it may be necessary to obtain a Release. The mortgagor/property owner(s) is/are aware that some or all the proceeds from this transaction may be required to be applied towards the principal balance of the mortgage.

By signing below, Mortgagor/Property Owner (whether one or more) is authorizing the Arkansas Department of Transportation to enter into the process necessary to obtain a Release and furthermore authorizes lender to release the information requested.

The following closing agent(s) have authorization to request information and/or documentation necessary to obtain a release.

Closing Agent: _____ Closing Agent: _____
Phone# _____ Phone# _____

Must sign even if you do not have a Mortgage

Property Owner Date: _____

Property Owner Date: _____

Property Owner Date: _____

Property Owner Date: _____



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: March 31, 2026
SUBJECT: Replacement of I-540-Euper Lane Water Line Crossing, Project No. 23-22

SUMMARY

This project consists of replacing approximately 385 linear feet of a 20-inch water line and approximately 340 linear feet of a 30-inch encasement by methods of boring and open-cut. An exhibit showing the location of the project is attached.

Engineering Department staff provided the design work on this project. A materials alternate was allowed on this project in an effort to reduce potential construction costs. Schedule A bids were for the construction of a 20-inch Ductile Iron Pipe (DIP) water line inside of a 36-inch encasement. Schedule B bids are for the construction of a 20-inch Polyvinyl Chloride (PVC) water line inside of a 30-inch encasement. A total of four bids were received on this project. The low bid for the project was submitted by Crawford Construction Company, in the amount of \$1,125,245.00 and for a contract time of 180 days. A bid tabulation showing the bidders and their bid amounts is attached.

The attached Resolution authorizes the Mayor to execute a Contract with Crawford Construction Company, in the amount of \$1,125,245.00 and for a contract time of 180 days.

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

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

ATTACHMENTS

1. [4-7-26_Item_ID_2678_Resolution_Engineering-Utilities \(1\).pdf](#)
2. [4-7-26 Item ID 2678 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$1,125,245.00
BUDGET INFORMATION: Budgeted / Engineering-Utilities - 2018 Revenue Bonds

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CRAWFORD CONSTRUCTION COMPANY FOR THE I-540 WATER LINE CROSSING (EUPER LANE), PROJECT NO. 23-22

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

SECTION 1: The bid of Crawford Construction Company, for the I-540 Water Line Crossing (Euper Lane), Project No. 23-22 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Crawford Construction Company in the amount of \$1,125,245.00 and for a contract period of 180 days, for performing said construction.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

Mayor

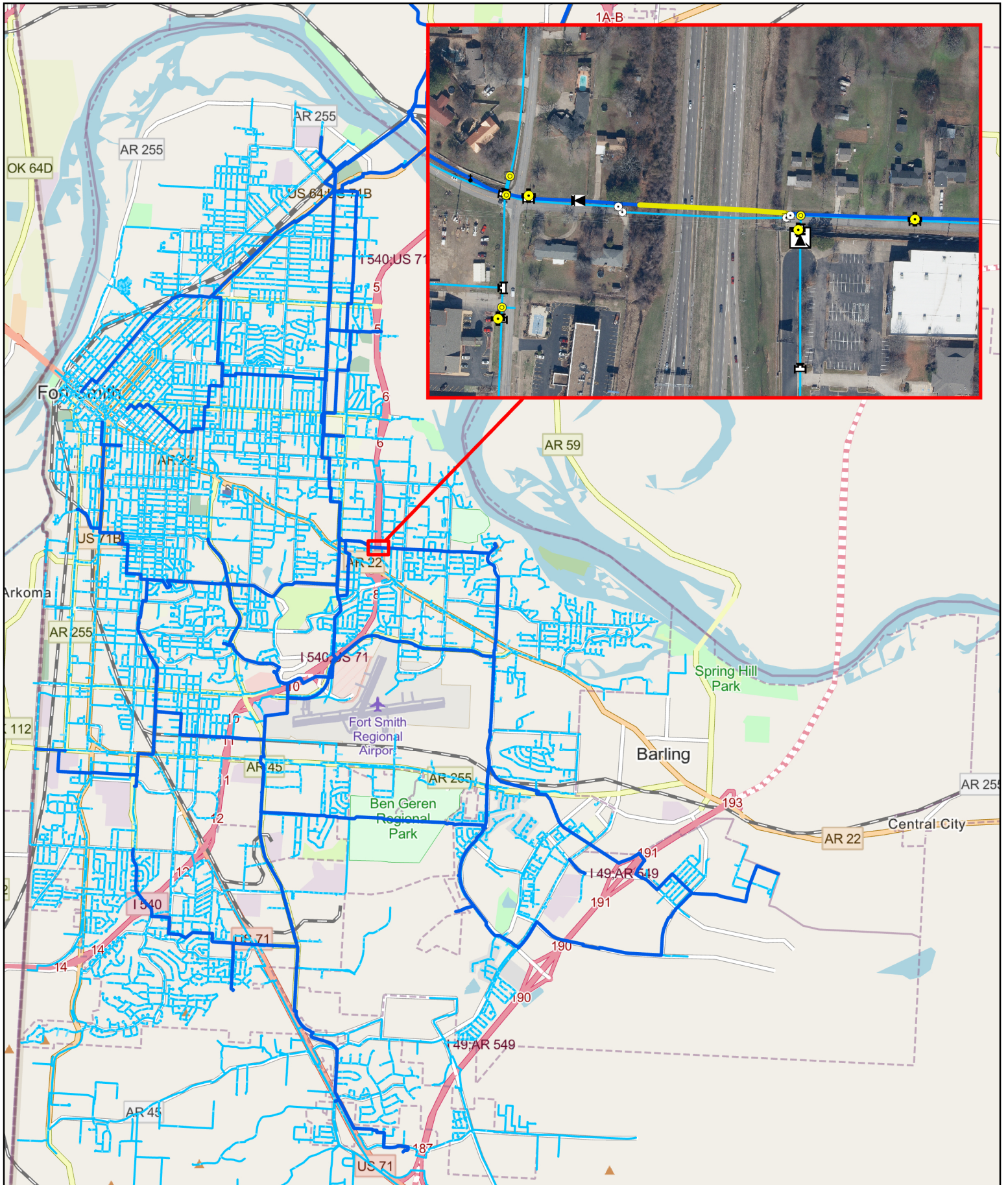
ATTEST:

City Clerk

Approved as to form:



npr



23-22-C1

Replacement of Interstate 540 - Euper Lane

Water Line Crossing



Bid Tabulation Sheet

Project Name

Replacement of I-540 and Euper Lane Water Line Crossing
23-22-C1

Bid Opening

March 31, 2026
10:00 AM

Bids Received

Forsgren, Inc.
Fort Smith, AR

(A) \$ 1,162,390.00
(B) \$ 1,148,135.00

Goodwin & Goodwin
Fort Smith, AR

(A) \$ 1,366,200.00
(B) \$ 1,260,200.00

Patriot Utilities
Ozark, AR

(A) \$ 1,189,655.00
(B) \$ 1,173,055.00

Crawford Construction
Van Buren, AR

(A) \$ 1,240,645.00
(B) \$ 1,125,245.00



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator; James Gentry, Chief Information Officer
FROM: Dr. Sara Deuster, Director of Parks and Recreation
DATE: April 1, 2026
SUBJECT: Cybersecurity Equipment for Creekmore Park Pool Bathhouse and Diving Well Enclosure

SUMMARY

Included in the FY25-FY29 Parks Capital Improvement Plan was the construction of the Creekmore Park Pool Bathhouse and Diving Well Enclosure. This project came in \$106K under budget. As was stated in the memorandum included with acceptance of the project as complete, this underage would be used to install controlled door access, security cameras, and network capabilities because, at the direction of the ITS Department, this was not completed during construction. Since completion of the project, Parks and ITS Staff have worked with Heartland Business Systems to finalize the cybersecurity needs for the facility.

Per Ordinance No. 93-05, the City is authorized to participate in the State Cooperative Purchasing program. One of these contracts is TIPS-USA, a national municipal contracting agency offering national contract purchasing solutions by facilitating and awarding nationally competitively bid contracts. Heartland Business Systems holds a current contract with TIPS-USA (Contract No. 220105).

Attached is a resolution authorizing the purchase and installation of cybersecurity equipment for the Creekmore Park Pool Bathhouse and Diving Well Enclosure for an amount of \$98,402.76.

This project is in alignment 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 structure and service provision).

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

ATTACHMENTS

1. [4-7-26_Item_ID_2644_Resolution.pdf](#)
2. [4-7-26_Item_ID_2644_Quote.pdf](#)

FISCAL IMPACT: \$98,402.76
BUDGET INFORMATION: Budgeted / Parks and Recreation - 1/8% Sales and Use Tax

RESOLUTION NO. _____

A RESOLUTION ACCEPTING BID FOR AND AUTHORIZING THE PURCHASE AND INSTALLATION OF CYBERSECURITY EQUIPMENT FOR THE CREEKMORE PARK POOL BATHHOUSE & DIVING WELL ENCLOSURE

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

SECTION 1: The attached quote of Heartland Business Systems, in the amount of \$98,402.76 and for the purchase and installation of cybersecurity equipment for the Creekmore Park Pool Bathhouse and Diving Well Enclosure, is hereby accepted.

SECTION 2: The City Administrator, or his designee is authorized to proceed with the purchase of the equipment identified in the bid approved by Section 1 hereof.

This Resolution adopted this _____ day of April, 2026.

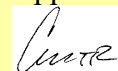
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

Creekmore Poolhouse

Quote #403860 v2



Prepared For:

Fort Smith, City of

James Gentry
801 Carnall Ave. Suite 100
Fort Smith, AR 72901

P: (479) 788-8923
E: james.gentry@fortsmithar.gov

Prepared by:

Fayetteville, AR Office

Dan Rogers
3775 N Mall Ave
Suite 4
Fayetteville, AR 72703

P: 918-978-0528
E: drogers@hbs.net

Date Issued:

03.13.2026

Expires:

04.10.2026

TIPS

TIPS - 220105

Access Control		Price	Qty	Ext. Price
AC42-HW	AC42 Four-Door Controller	\$1,169.35	2	\$2,338.70
AC12-HW	AC12 One-Door Controller	\$519.35	3	\$1,558.05
ACC-BAT-4AH	Verkada 4AH Backup Battery	\$83.85	2	\$167.70
ACC-WA-30W-NA	ACC-WA-30W/12V Switching Power Supply	\$57.85	3	\$173.55
ACC-POE-60WHS-NA	ACC-POE-60W high surge (HS) PoE++ injector	\$116.35	3	\$349.05
LIC-AC-10Y-CAP	10-Year Door License, Capacity Increase	\$1,299.35	8	\$10,394.80
AD34-HW	AD34 Door Reader	\$226.85	8	\$1,814.80
ACC-EV3-FOB-1	Verkada EV3 Encrypted Fobs	\$389.35	1	\$389.35
AL600ULACMCB	Access Power Controller w/ Power Supply/Charger, 8 PTC Class 2 Relay Outputs, 12/24VDC @ 6A, FAI, 115VAC, BC400 Enclosure	\$410.46	2	\$820.92
AL400ULXB2	Power Supply Charger, Single Class 2 Output, 12/24VDC @ 4A, 115VAC, Board	\$182.71	2	\$365.42
AL600ULXB	Power Supply Charger, Single Output, 12/24VDC @ 6A, 115VAC, Board	\$224.05	1	\$224.05
BC300	Enclosure, 13.5"H x 13"W x 3.25"D, Grey, 19 Gauge, Indoor_3/4in and 1in Knockouts	\$81.95	3	\$245.85
BL3	Battery Leads, 18 inch, 18AWG, Pair, RedAnd Black	\$12.68	3	\$38.04
BL4	Battery Lead, 8 inch, 18AWG, Jumper, Yellow	\$2.51	1	\$2.51
BT124	Rechargeable Battery, Sealed lead acid (SLA), 12VDC, 4AH_4"W x 3.5"L x 2.76"H_3lbs	\$24.79	3	\$74.37
BT126	Rechargeable Battery, Sealed lead acid (SLA), 12VDC, 7AH_3.66"W x 5.94"L x 2.56"H_5lbs	\$33.79	4	\$135.16
MM8S	Mounting Magnets, Eight -8 Quantity per Pack	\$35.28	3	\$105.84
WM25	Magnetic Cable Tie Mounts -25	\$88.62	1	\$88.62
Spacer1	Standoff, Nylon, Female/Female_ 5/8" inch -25_Includes 5/16in Screws	\$6.83	1	\$6.83

Access Control		Price	Qty	Ext. Price
Spacer4	Standoff, Nylon,_Male/Female_ 5/8" inch -25	\$36.32	1	\$36.32
CAM1	Cam Lock for Indoor Enclosures	\$5.57	3	\$16.71
1500C-630	HES_1500C Electric Strike_12/24V_630 Satin Stainless Steel_Includes Faceplate Kit_Fire Rated_Windstorm Rated_Static Strength 1500lbs	\$424.09	5	\$2,120.45
LRVD1R	REX Switch	\$92.39	1	\$92.39
LR100VDK	Electric Crash Bar Retro Fit Kit	\$544.39	1	\$544.39
MLRK1JAC12	Command Access Technologies MLRK1-JAC12 15/16 Motorized Latch Retraction Retrofit Kit, Fail Secure, 24V, For Jackson 1275/1285/1295 & Kawneer 1686/1786 Series Exit Device	\$389.62	2	\$779.24
PD15REXKIT-M-ED	Field Installable REX kit for MLRK1-JAC12	\$58.66	2	\$117.32
DL-20A	Electric Lock Accessory - Door Loop Transfer	\$31.49	3	\$94.47
DS160	Bosch Request to Exit - Passive IR - Grey - Pigtail	\$103.05	8	\$824.40
TP160	Bosch TP160 Trim Plate for Mounting Single-Gang Box Detectors, Light Gray (For DS160)	\$2.16	8	\$17.28
180-12WG-BL	GRI Door Position Switch - 3/4in. Recess Mount - Wide Gap - Terminal Connection - Black	\$7.76	8	\$62.08
SM-4601-LQ	Seco-Larm SM-4601-L3Q Industrial Wide-Gap Magnetic Contact Switches, 3" Operation Gap NC, Closed Loop	\$42.01	3	\$126.03
DC-100S	Connectors - Dolphin - 16-26 AWG - No Strip - Gel Filled - 100 Pack	\$14.48	1	\$14.48
2C22/4C22/3P22FS /4C18-CMP-YW-R	Cable - Plenum - Composite - 22-3P Overall Shield - 18/4 - 22/2 - 22/4 - Yellow - 1000ft.	\$1,069.12	1	\$1,069.12
1-1/4-EMT	Electroplated Steel EMT Conduit, 1-1/4 in. -20ft	\$3.24	20	\$64.80
EMT125	Conduit Bushing EMT Insulating Push-On 1-1/4 in.	\$1.25	2	\$2.50
443	Conduit Bushing Plastic Insulating 1-1/4 in.	\$0.55	6	\$3.30
253-DC2	1-1/4 Inch Zinc Die Cast EMT Compression Connector	\$4.47	6	\$26.82
B2004ZN	L H Dottie Electrical Metallic Tubing (EMT) Strut Clamp 1-1/4 inch	\$1.52	4	\$6.08
3/4-EMT	Electroplated Steel EMT Conduit 3/4 in. 10 ft. L -10ft	\$1.18	10	\$11.80
EMT75	Conduit Bushing EMT Insulating Push-On 3/4 in.	\$0.20	15	\$3.00
322	Conduit Bushing Plastic Insulating 3/4 in.	\$0.15	5	\$0.75
251-DC2	3/4 Inch Ball Burnished Zinc Die Cast EMT Compression Connector	\$2.81	5	\$14.05
B2002ZN	Zinc Plated Steel 2-Piece EMT Conduit Clamp 3/4 in.	\$1.31	4	\$5.24
B54SH-120GLV	Eaton B-Line series strut channel 0.81" H x 10 ft. L x 1.62" W Steel Galvanized SH 14 ga. -10ft	\$2.94	10	\$29.40
3/4-EMT	Electroplated Steel EMT Conduit, 3/4 in., 10 ft. L -40ft	\$1.18	40	\$47.20
9791	Snap-In Knockout Insulating Bushing Plastic 1/2 in.	\$0.28	10	\$2.80

Access Control		Price	Qty	Ext. Price
9792	Snap-In Knockout Insulating Bushing Plastic 3/4 in.	\$0.30	10	\$3.00
EMT75	Conduit Bushing EMT Insulating Push-On 3/4 in.	\$0.20	7	\$1.40
1B	Conduit Hanger With Bolt Steel Size 1 For 3/4 in. Rigid/IMC/EMT Conduit	\$0.65	20	\$13.00
411	Conduit Strap 1-Hole Snap-On Rigid/IMC 3/4 in.	\$0.29	20	\$5.80
261-DC	3/4 Inch Ball Burnished Zinc Die Cast EMT Compression Coupling	\$2.66	10	\$26.60
251-DC2	3/4 Inch Ball Burnished Zinc Die Cast EMT Compression Connector	\$2.81	25	\$70.25
T35 CGN	Die Cast Aluminum Series 5 Type T Threaded Conduit Body With Cover and Gasket 1 Inch	\$21.68	5	\$108.40
LB25 CGN	Die Cast Aluminum Series 5 Type LB Threaded Conduit Body With Cover and Gasket 3/4 Inch	\$13.47	5	\$67.35
TP7292	Weatherproof Box Cover with Gaskets Steel Blank 1-Gang Grey	\$1.48	5	\$7.40
TP7066	Weatherproof Outlet Box, Cast Aluminum, Lugs Installed, 2 in. Deep, 1-Gang, - 5 3/4 in. Hubs, Standard/Side Entry	\$14.38	5	\$71.90
TP7018	Weatherproof Outlet Box, Cast Aluminum, Lugs Installed, 2 in. Deep, 1-Gang, - 3 3/4 in. Hubs	\$8.62	5	\$43.10
HBS-MISC-CABLING	Miscellaneous Expenses	\$1,500.00	1	\$1,500.00
HBS-FF-PROJECT	Fixed Fee Project	\$21,360.00	1	\$21,360.00
			Subtotal:	\$48,704.23

Surveillance		Price	Qty	Ext. Price
CF81-30E-HW	IP Camera - Verkada - 12MP Exterior Fisheye Dome WDR IR Vandal IK10 (30 Day Onboard Retention)	\$1,299.35	3	\$3,898.05
ACC-MNT-ANGLE-1	Angle Mount	\$96.85	1	\$96.85
ACC-MNT-PEND-1	Standard Pendant Cap	\$44.85	3	\$134.55
ACC-MNT-CORNER-1	Corner Mount	\$129.35	1	\$129.35
ACC-MNT-ARM-1	Arm mount	\$64.35	1	\$64.35
LIC-CAM-10Y-CAP	10-Year Camera (Per Camera)	\$1,299.35	3	\$3,898.05
TP7292	Single-Gang_Weather Proof Outlet Box Cover_With Gasket_Gray	\$1.48	1	\$1.48
TP7066	Single-Gang_Weather Proof Outlet Box_Cast Aluminum_2in Deep_(5) 3/4in Inlets_1/Top_1/Bottom_1/Back_1/L-Side_1/R-Side_Gray	\$14.38	1	\$14.38
LT-FLEX-NM-3/4-CUT-REEL	Non-Metallic Liquidtight Flexible Conduit Cut Reel 3/4 in. -5ft	\$1.14	5	\$5.70
NMLT9075	Liquid Tight Connector UV-Rated Plastic 90° 3/4 in.	\$5.78	2	\$11.56
NMLT75	Liquid Tight Connector UV-Rated Plastic Straight Gray 3/4 in.	\$3.26	2	\$6.52

Surveillance		Price	Qty	Ext. Price
HBS-MISC-CABLING	Miscellaneous Expenses	\$150.00	1	\$150.00
HBS-FF-PROJECT	Fixed Fee Project	\$2,560.00	1	\$2,560.00
			Subtotal:	\$10,970.84

Cabling		Price	Qty	Ext. Price
6P4P24-BL-PCMS-TPCE	CommScope Uniprise ® CS34P Category 6 U/UTP Cable, Plenum 4 Pair Cable, Blue, 1000 Ft Box	\$397.25	1	\$397.25
6P4P24-YL-PCMS-TPCE	CommScope Uniprise ® CS34P Category 6 U/UTP Cable, Plenum 4 Pair Cable, Yellow, 1000 Ft Box	\$397.25	1	\$397.25
AT8X8RCSC-24	24 AWG Solid Wire-8-Contact Round Cord Modular Phone Plug	\$0.50	10	\$5.00
NK688MBU	Panduit NetKey® Cat 6 Keystone Punchdown Jack Module, Blue	\$8.59	60	\$515.40
NK688MYL	Panduit NetKey® Cat 6 Keystone Punchdown Jack Module, Yellow	\$8.59	15	\$128.85
NK688MGR	Panduit NetKey® Cat 6 Keystone Punchdown Jack Module, Green	\$8.59	2	\$17.18
NKBMWH-X	Panduit NetKey® Blank Keystone Module, White	\$0.34	15	\$5.10
NKBMBL-X	Panduit NetKey® Blank Keystone Module, 1 Port, Black	\$0.34	85	\$28.90
NK2FWHY	Panduit NetKey® Faceplate, Label Pocket, 2 Port, White	\$2.30	15	\$34.50
186111	1ft (0.3m) Cat6 28AWG Snagless Unshielded (U/UTP) PVC CM Small Diameter High-Flex Ethernet Network Patch Cable, Blue, (10pcs/pack)	\$50.34	5	\$251.70
186151	1ft (0.3m) Cat6 28AWG Snagless Unshielded (U/UTP) PVC CM Small Diameter High-Flex Ethernet Network Patch Cable, Yellow, (10pcs/pack)	\$50.34	2	\$100.68
71915	1ft (0.3m) Cat6 28AWG Snagless Unshielded (U/UTP) PVC CM Small Diameter High-Flex Ethernet Network Patch Cable, Green	\$5.03	1	\$5.03
NKPP24FMY	Panduit NetKey® Flush Patch Panel, 24 Port, 1 RU, BL	\$46.03	1	\$46.03
NKPP48FMY	Panduit NetKey® Flush Patch Panel, 48 Port, 2 RU, BL	\$80.79	2	\$161.58
SRB19BLY	Panduit Extended Strain Relief Bar, CRS Material, Black 2in	\$28.54	5	\$142.70
55053-703	CPI_2-Post Standing Rack_3in Depth_45U_Black	\$264.73	1	\$264.73
13912-703	CPI_Double Sided Vertical Cable Manager_45U_Black	\$416.03	1	\$416.03
10250-718	CPI_Universal Cable Runway_18in Width_Black	\$201.77	1	\$201.77
12101-701	CPI_Runway Radius Drop_Stringer_10in Width_Black	\$62.38	1	\$62.38
11302-701	CPI_Junction Splice_Black	\$16.50	2	\$33.00
10595-718	CPI_Channel Rack To Runway Mounting Plate_Black	\$58.41	1	\$58.41
11421-715	CPI_Wall Angle Support Kit_Black	\$46.00	4	\$184.00
10608-701	CPI_Vertical Wall Bracket	\$27.47	10	\$274.70

Cabling		Price	Qty	Ext. Price
10642-001	CPI_Runway End Caps_Black	\$12.35	6	\$74.10
B54SH-120GLV	Eaton B-Line series strut channel 0.81" H x 10 ft. L x 1.62" W Steel Galvanized SH 14 ga. -20ft	\$2.94	20	\$58.80
4-EMT	Electroplated Steel EMT Conduit_4 in_10 ft. L -10ft	\$12.36	10	\$123.60
EMT400	Insulating Conduit Bushing_EMT_Push-On_4in_White	\$11.65	8	\$93.20
B2017PAZN	Eaton_Zinc Plated_2-Piece_EMT_Strut Clamp_4in	\$3.56	10	\$35.60
1-EMT	Electroplated Steel EMT Conduit_1 in_10 ft. L -40ft	\$1.99	40	\$79.60
1-ALUM	Rigid Aluminum Conduit 1 in. x 10 ft. -100ft	\$3.62	100	\$362.00
262-DC	NSI_1 Inch Ball Burnished Zinc Die Cast EMT Compression Coupling	\$3.62	5	\$18.10
252-DC2	NSI_1 Inch Ball Burnished Zinc Die Cast EMT Compression Connector	\$2.78	5	\$13.90
CPR3	Straight Connector Non-Insulated Malleable Iron Rigid/IMC Conduit 1 in.	\$9.98	15	\$149.70
CPR23	Compression Coupling Malleable Iron Rigid/IMC Conduit 1 in.	\$19.18	5	\$95.90
1-GALV-COUP	Conduit Coupling Rigid Galvanized Steel 1 in.	\$5.37	10	\$53.70
EMT100	Insulating Conduit Bushing_EMT_Push-On_1 in_White	\$0.71	2	\$1.42
933	Conduit Bushing Plastic Insulating 105°C 1 in.	\$0.32	2	\$0.64
2120	Conduit Hanger With Bolt Zinc Plated Steel Size 2 For 1 in. Rigid or EMT Conduit	\$1.62	15	\$24.30
922-S	NSI_1-Hole_Conduit Strap_1 in	\$2.17	15	\$32.55
B2210PAZN	Zinc Plated Steel Multi-Grip 2-Piece Pre-Assembled Rigid/IMC/EMT Conduit Clamp 1 in.	\$1.57	10	\$15.70
903-S	Bridgeport 1-Hole Rigid/IMC Conduit Strap Zinc Plated Steel 1 in.	\$1.01	15	\$15.15
TP7134	2-Gang_Weather Proof Outlet Box_Cast Aluminum_2-5/8in Deep_-5 1in Inlets_2/Top_2/Bottom_1/Back_Gray	\$30.18	3	\$90.54
TP7082	Single-Gang_Weather Proof Outlet Box_Cast Aluminum_2-5/8in Deep_-3 1in Inlets_1/Top_1/Bottom_1/Back_Gray	\$16.85	5	\$84.25
TP7293	Single-Gang_Weather Proof Outlet Box Cover_With Gasket_White	\$2.92	5	\$14.60
TP7297	2-Gang_Weather Proof Outlet Box Cover_With Gasket_White	\$6.96	3	\$20.88
T35 CGN	Die Cast Aluminum Series 5 Type T Threaded Conduit Body With Cover and Gasket 1 Inch	\$21.68	3	\$65.04
LL35 CGN	Die Cast Aluminum Series 5 Type LL Threaded Conduit Body With Cover and Gasket 1 Inch	\$19.46	3	\$58.38
LB35 CGN	Die Cast Aluminum Series 5 Type LB Threaded Conduit Body With Cover and Gasket 1 Inch	\$16.91	3	\$50.73
LR35 CGN	Die Cast Aluminum Series 5 Type LR Threaded Conduit Body With Cover and Gasket 1 Inch	\$19.47	3	\$58.41

Cabling		Price	Qty	Ext. Price
FAP-ENC-12X10	Fortinet - FAP-ENC-12X10X6IN 12 X 10 X 6 NEMA 4X POLYCARBONATE ENCLOSURE IS	\$643.75	2	\$1,287.50
HBS-MISC-CABLING	Miscellaneous Expenses	\$600.00	1	\$600.00
HBS-FF-PROJECT	Fixed Fee Project	\$22,880.00	1	\$22,880.00
			Subtotal:	\$30,190.46

Estimated Tax		Price	Qty	Ext. Price
HBS-MISCELLANEOUS	Estimated Tax	\$8,123.23	1	\$8,123.23
			Subtotal:	\$8,123.23

Shipping		Price	Qty	Ext. Price
HBS-SHIPPING-PO	Estimated Shipping	\$414.00	1	\$414.00
			Subtotal:	\$414.00

Non-Returnable/Non-Refundable Language

Verkada Note:

Customer understands that all orders for Verkada offers a 30-day money-back guarantee on their products. If you are not satisfied with your purchase, you can return it within 30 days of the purchase date.


To initiate a return, please contact HBS. Verkada also provides a 10-year product warranty for their security systems, which can be found in their [Verkada End User Agreement](#). The warranty does not cover damage from accidents, misuse, acts of God, or unauthorized hardware use. If a product is discontinued, Verkada will still replace return merchandise authorization (RMA) units with the same discontinued product if available. If not, they will provide a functionally equivalent replacement and transfer the remaining license term.

Quote Summary	Amount
Access Control	\$48,704.23
Surveillance	\$10,970.84
Cabling	\$30,190.46
Estimated Tax	\$8,123.23
Subtotal:	\$97,988.76
Shipping:	\$414.00
Total:	\$98,402.76

This Quote does not include any federal or state prevailing wage rates, unless specifically noted. If this project requires compliance with any federal or state prevailing wage laws, the customer must immediately notify Heartland in writing prior to acceptance so that Heartland can provide an updated Quote. Any modifications made after the project commencement will result in additional charges and delays.

This quote may not include applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges. Final applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice, and may be changed by HBS at any time up until shipment. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-

Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2022.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2026.v1.0

Acceptance	
Fayetteville, AR Office	Fort Smith, City of
	
Dan Rogers	James Gentry
<u>Signature / Name</u>	<u>Signature / Name</u> <u>Initials</u>
03/13/2026	
<u>Date</u>	<u>Date</u>



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: April 2, 2026
SUBJECT: Non-Residential Solid Waste Collection and Disposal Permit and Agreement Renewal

SUMMARY

Premier Global Innovations, LLC d.b.a. Prime Sanitation desires to renew their non-residential solid waste collection and disposal permit and agreement with the City of Fort Smith, in order to comply with the City of Fort Smith Municipal Code and continue hauling non-residential solid waste within Fort Smith. This agreement is a two-year permit from the date of execution. This agreement includes the 5% franchise fee, which the Board of Directors voted and approved in December 2020 per Ordinance No. 111-20.

Staff recommends this agreement be accepted and approved. Please contact me should you have any questions.

ATTACHMENTS

1. [04-07-2026_Item_ID_2607_Solid_Waste_Services.pdf](#)
2. [04-07-2026 Item ID 2607 Solid Waste Services.pdf](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH PREMIER GLOBAL INNOVATIONS, LLC D/B/A PRIME SANITATION

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the two (2) year Non-Residential Solid Waste Collection and Disposal Permit and Agreement with Premier Global Innovations, LLC d/b/a. Prime Sanitation, which is incorporated herein by reference, for a term of two (2) years from the date of execution.

This Resolution adopted this _____ day of April, 2026.

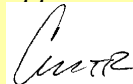
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered on the date set forth below by and between the City of Fort Smith, Arkansas (hereinafter referred to as the "City"), and Premier Global Innovations, LLC d.b.a. Prime Sanitation (hereinafter referred to as Prime Sanitation, "franchisee" or "hauler").

WITNESSETH:

WHEREAS the City is a municipal corporation of the first class of the State of Arkansas and, in its government capacity, owns and operates the City of Fort Smith Solid Waste Disposal Facility (the "Facility"), which is currently operated as a Class I sanitary landfill; and

WHEREAS the City currently provides solid waste collection and disposal service to residential and non-residential customers within the City; and

WHEREAS Prime Sanitation has the consent of the City to collect and dispose of solid waste for non-residential customers within the corporate limits of the City; and

WHEREAS the City has evaluated the possibility of exercising its governmental option of providing solid waste collection and disposal services to non-residential customers; and

WHEREAS Prime Sanitation desires to provide non-residential solid waste collection and disposal services for customers located in Sebastian County within the corporate limits of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions

- a. **"Solid Waste,"** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinances.
- b. **"Residential Customers,"** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.
- c. **"Non-residential Customers,"** when used in this Agreement, shall refer to all solid waste customers who are not residential customers as defined by Section 25-261 of the Fort Smith Code of Ordinances.

2. Disposal of Waste Generated Within the City

- a. **Solid Waste Disposal:** Prime Sanitation agrees that all solid waste generated within the City and which is collected by Prime Sanitation for disposal shall be hauled by Prime Sanitation to the Facility, except as otherwise provided herein. Excepted from this requirement are: (i) any categories of solid waste that the City does not accept for disposal at the Facility; (ii) any customers to which the City may consent in writing executed by the Director of Solid Waste Services to allow to use alternative disposal facilities; and (iii) any recyclables as defined in Section 25-261 of the Fort Smith Code of Ordinances and any other recycling program identified in writing and approved as an exception by the Director of Solid Waste Services. The City will make reasonable efforts to enforce the designation of the Facility against all waste haulers.

- b. Rates for Disposal: The rates for disposal of solid waste generated within the City and disposed of at the Facility shall be those rates, established from time to time, by the City for the customers of the Facility (the "Fort Smith Published Rates"), or as agreed to by the City Administrator and franchisee in accordance with city ordinance.
- c. Franchise Fee: Franchisee shall pay the city an annual fee of five (5) percent of gross revenues for service provided by the franchisee inside the City of Fort Smith city limits. This includes servicing dumpsters, roll-off containers, compactors and compactor containers, collection in refuse vehicles or collecting and hauling refuse in open top trucks or trailers, owned or not owned by the franchisee, that is serviced by the franchisee in the City of Fort Smith.
 - i. The calculation of gross revenues generated from operation within the city shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the franchisee from or in connection with its operation within the city. Gross revenues shall include but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing franchisee's name or a company owned or controlled by franchisee but operating under a different name.
 - ii. That portion of the annual fee attributable to subsection C above must be paid in a manner and on a schedule approved by the Director of Solid Waste Services.
 - iii. The annual fee shall be paid quarterly, no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Fort Smith Finance Department. No refund of a fee will be made.
 - iv. Fee payments received after the due date shall be subject to interest at the rate of 10% until the fees are paid in full.
 - v. This agreement will be subject to non-renewal by the City should the franchise fee NOT be paid by the franchisee when renewal is due. Non-renewal of agreement will mean that franchisee/hauler will NOT be able to collect and dispose of solid waste for non-residential customers within the corporate limits of the City.

d. RFID Tags: The city has installed RFID readers at the Scale House for quicker entrance and exit to the Facility. These are available to haulers; however, their use is not mandatory. The cost is \$25 per tag annually. Haulers must submit a list of equipment to the city for its records.

- i. The total for all RFID tags will be billed annually to the hauler's account. Invoice will be Net 30 days from time of billing. Subject to a late fee of ten percent (10%) of amount owed should the invoice not be paid by the due date.
- ii. Replacement RFID tags will be an additional \$25 per tag, billed at the next billing cycle to the hauler's account.

3. Disposal of Waste Generated Outside the City

- a. Rates for Disposal: The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by Prime Sanitation, shall be the Fort Smith published rates.
- b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982- 84 = 100.0)

- c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).
4. **Permit:** This Agreement shall constitute a permit issued by the City to Prime Sanitation, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment:** Prime Sanitation shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.
6. **Compliance with Laws:** All waste provided by Prime Sanitation to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that Prime Sanitation delivers waste to the Facility that does not conform to the identified regulations and requirements Prime Sanitation shall be responsible for any cost incurred by the City in the treatment, handling and/or removal and proper disposal of the non-conforming waste.
7. **Obstruction of Streets and Highways:** The Franchisee agrees to comply with Division 2, Sections 24-121 through 24-145 of the Fort Smith Code of Ordinances, and to obtain any permits required for obstructions of public streets or highways from the Fort Smith Police Department.
8. **Vehicles**
 - a. **License:** All vehicles utilized by Prime Sanitation to deliver solid waste to the Facility pursuant to this Agreement shall have a current hauler's license issued by the Sebastian County Regional Solid Waste Management District.
 - b. **Covered Loads:** All solid waste delivered by Prime Sanitation to the Facility pursuant to this Agreement, shall be delivered in vehicles in which all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from the point of location to the point of disposal at the Facility.
9. **Inspection of Records:** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. Prime Sanitation acknowledges that it will comply with reasonable requests of the City for information regarding the types and amounts of solid waste being disposed of at the Facility, as well as the location of the collection of the waste, as relevant to this Agreement.
10. **Dispute Resolution:** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives be held. Such meeting shall be held

within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.

11. **Term:** This permit and agreement shall have a term of two (2) years from the date of execution.
12. **Choice of Law:** This Agreement shall be governed by the laws of the State of Arkansas.
13. **Assignment:** The provisions of this Agreement are not assignable by either party without the prior, written consent of the other party.
14. **Revocation of franchise:**
 - a. The Board of Directors may revoke any solid waste collection franchise if the franchisee:
 - i. Fails to comply with any provision of this article, any other city ordinance, or any state or federal law applicable to the collection and disposition of solid waste material
 - ii. Makes a false statement in the application or in a hearing concerning the solid waste collection franchise; or
 - iii. Fails to pay a fee required by the article at the time it was due
 - b. Before revoking a franchise under subsection (a) above, the Director of Solid Waste Services shall notify the franchisee in writing that the franchisee is being considered for revocation. The notice must include the reason for the proposed revocation, and a statement that the franchisee has ten (10) days to comply with the notice.
 - i. Franchise shall be revocable upon ten (10) days' notice by the City when, in the opinion of the Director of Solid Waste Services, the work being performed by Prime Sanitation is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.
 - c. Should a franchisee have its franchise revoked, the franchisee may be granted a period of time, up to a maximum of six (6) months, by the Director of Solid Waste Services to conclude its solid waste business in the City of Fort Smith, as long as the franchisee continues paying the set franchise fee and maintains the required insurance requirements.
15. **Non-transferability:** A solid waste collection franchise issued to one (1) person may not be transferred to another person without authorization by the Board of Directors.
16. **Indemnification:** Prime Sanitation agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from Prime Sanitation operations hereunder. Provided, however, that Prime Sanitation shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.
17. **Insurance:** Prime Sanitation shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Before commencement of work under this Agreement, Prime Sanitation agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has been

procured and is in force. For the purpose of this Agreement, Prime Sanitation shall carry the following types of insurance in at least the amounts specified below, with the City of Fort Smith named as certificate holder:

Worker's Compensation		
Coverage A		Statutory
Coverage B		Employer's Liability
		\$1,000,000 per injury
		\$1,000,000 total for injury
		\$1,000,000 total for disease
General Liability		
Each occurrence		\$1,000,000
Damage to rented premises per occurrence		\$300,000
Medical Expense (any 1 person)		\$5,000
Personal and Advertising Injury		\$1,000,000
General Aggregate		\$2,000,000
Other: Products-Completed Operations		\$2,000,000
Automobile		
Combined Single Limit (per accident)		\$1,000,000
Umbrella		
Each occurrence		\$2,000,000
Retention		\$10,000

18. **Force Majeure:** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of waste at the Facility or, (iii) limit the ability of or prohibit Prime Sanitation, from delivering waste to the Facility, Prime Sanitation shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.
19. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
20. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to Prime Sanitation, or by Prime Sanitation to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.
21. **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed

to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

22. **Notices:** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered, and a signed receipt is obtained. Such notice should give the following:

If to the City: City of Fort Smith
Director of Solid Waste Services
5900 Commerce Rd
Fort Smith, AR 72916
(479) 784-2350

If to: Premier Global Innovations, LLC
d.b.a. Prime Sanitation
4034 Rogers Ave B
Fort Smith, AR 72903
James Russell
primesanitation.rv@gmail.com
clean@primesanitationfortsmith.com

This Agreement is executed as of this ____ day of _____, _____, by the authorized representatives of the parties.

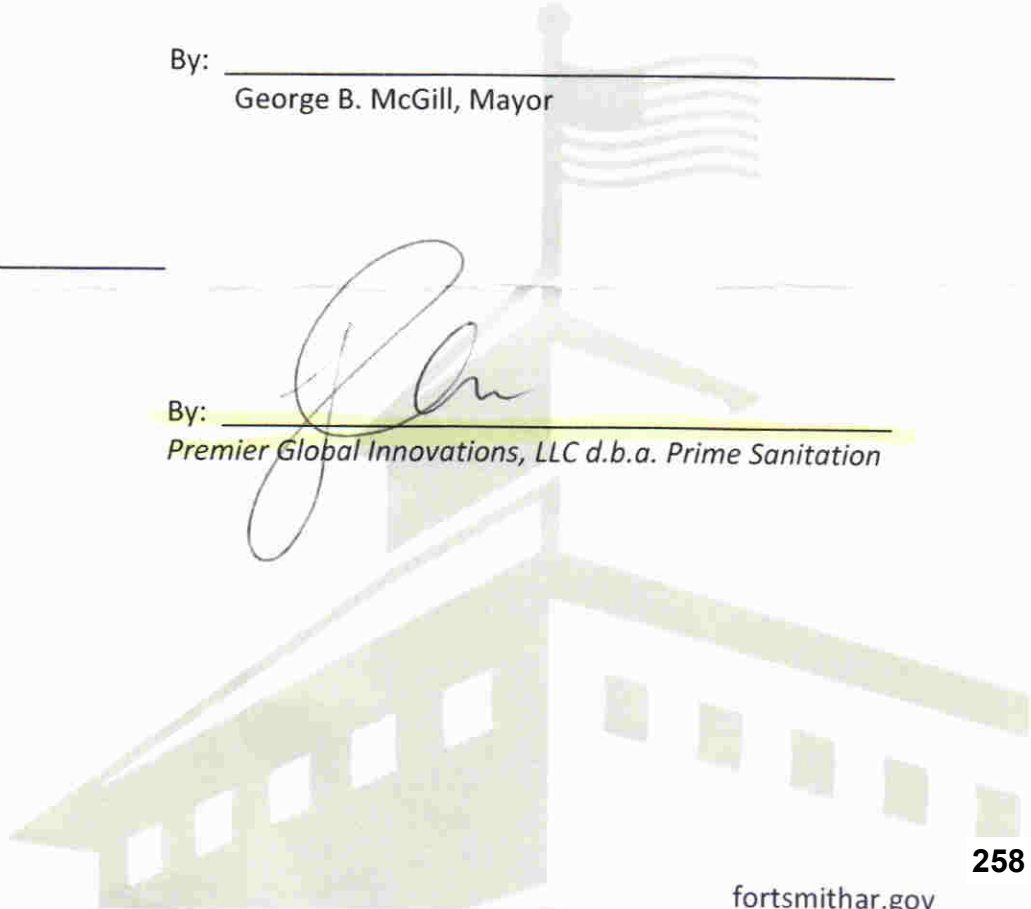
CITY OF FORT SMITH, ARKANSAS

By: _____
George B. McGill, Mayor

ATTEST:

City Clerk

By: _____
Premier Global Innovations, LLC d.b.a. Prime Sanitation





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2026

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Prime Sanitation 4034 Rogers Ave Ste D Fort Smith, AR 72903	INSURER A: Next Insurance US Company	NAIC # 16285
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 589528754

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NXTRYLHXV4-01-GL	04/26/2025	04/26/2026	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000.00 MED EXP (Any one person) \$5,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NXTRYLHXV4-01-GL	04/26/2025	04/26/2026	EACH OCCURRENCE \$ 2,000,000.00 AGGREGATE \$ 2,000,000.00 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions			NXTRYLHXV4-01-GL	04/26/2025	04/26/2026	Each Occurrence: \$10,000.00 Aggregate: \$20,000.00

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

The Certificate Holder is City of Fort Smith. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Smith
 5900 Commerce Rd
 Fort Smith, AR 72916

LIVE CERTIFICATE

Click or scan to view

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.

AUTHORIZED REPRESENTATIVE

**CITY OF FORT SMITH, ARKANSAS
OFFICE OF DEVELOPMENT SERVICES**

623 Garrison Avenue, Fort Smith, AR 72901
(479) 784-2216 | planning@fortsmithar.gov

BUSINESS REGISTRATION

Business Name:	PREMIER GLOBAL INNOVATIONS DBA: PRIME SANITATION	Business Type(s):	561720 Residential cleaning services 562119 Rubble removal services
Business Location:	4034 ROGERS AVE B FORT SMITH, AR 72903	Mailing Address:	4034 ROGERS AVE B FORT SMITH, AR 72903
Owner:	MATTHEW FERGUSON		
License Number:	006694-2023	License Type:	Office, General
Issued Date:	7/5/2025	Classification:	Occupational Business
Expiration Date:	7/5/2026	Fees Paid:	\$100.00

(1) Business Registrations are non-transferrable and must be posted in a conspicuous place in the licensed business location. To keep this registration valid as issues, it is your responsibility to keep it current.

(2) This license does not authorize a business to operate in conflict with the laws of the City of Fort Smith (inclusive of zoning regulations) or the State of Arkansas.

(3) A change in business location, classifications, or ownership will necessitate a new license application process.

TO BE POSTED IN A CONSPICUOUS PLACE

PRIME SANITATION

2025

2CR2WMD

000000

HAULERS PERMIT



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: April 2, 2026
SUBJECT: Non-Residential Solid Waste Collection and Disposal Permit and Agreement

SUMMARY

Axis Dumpsters LLC desires to obtain a non-residential solid waste collection and disposal permit and agreement with the City of Fort Smith, in order to comply with the City of Fort Smith Municipal Code and to haul non-residential solid waste within Fort Smith. This agreement is a two-year permit from the date of execution. This agreement includes the 5% franchise fee, which the Board of Directors voted and approved in December 2020 per Ordinance No. 111-20.

Staff recommends this agreement be accepted and approved. Please contact me should you have any questions.

ATTACHMENTS

1. [04-07-2026_Item_ID_2628_Solid_Waste_Services.pdf](#)
2. [04-07-2026 Item ID 2628 Solid Waste Services.pdf](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH AXIS DUMPSTERS, LLC

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the two (2) year Non-Residential Solid Waste Collection and Disposal Permit and Agreement with Axis Dumpsters, LLC, which is incorporated herein by reference, for a term of two (2) years from the date of execution.

This Resolution adopted this _____ day of April, 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered on the date set forth below by and between the City of Fort Smith, Arkansas (hereinafter referred to as the "City"), and Axis Dumpsters LLC (hereinafter referred to as Axis Dumpsters LLC, "franchisee" or "hauler").

WITNESSETH:

WHEREAS the City is a municipal corporation of the first class of the State of Arkansas and, in its government capacity, owns and operates the City of Fort Smith Solid Waste Disposal Facility (the "Facility"), which is currently operated as a Class I sanitary landfill; and

WHEREAS the City currently provides solid waste collection and disposal service to residential and non-residential customers within the City; and

WHEREAS Axis Dumpsters LLC has the consent of the City to collect and dispose of solid waste for non-residential customers within the corporate limits of the City; and

WHEREAS the City has evaluated the possibility of exercising its governmental option of providing solid waste collection and disposal services to non-residential customers; and

WHEREAS Axis Dumpsters LLC desires to provide non-residential solid waste collection and disposal services for customers located in Sebastian County within the corporate limits of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions

- a. **"Solid Waste,"** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinances.
- b. **"Residential Customers,"** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.
- c. **"Non-residential Customers,"** when used in this Agreement, shall refer to all solid waste customers who are not residential customers as defined by Section 25-261 of the Fort Smith Code of Ordinances.

2. Disposal of Waste Generated Within the City

- a. **Solid Waste Disposal:** Axis Dumpsters LLC agrees that all solid waste generated within the City and which is collected by Axis Dumpsters LLC for disposal shall be hauled by Axis Dumpsters LLC to the Facility, except as otherwise provided herein. Excepted from this requirement are: (i) any categories of solid waste that the City does not accept for disposal at the Facility; (ii) any customers to which the City may consent in writing executed by the Director of Solid Waste Services to allow to use alternative disposal facilities; and (iii) any recyclables as defined in Section 25-261 of the Fort Smith Code of Ordinances and any other recycling program identified in writing and approved as an exception by the Director of Solid Waste Services. The City will make reasonable efforts to enforce the designation of the Facility against all waste haulers.

- b. **Rates for Disposal:** The rates for disposal of solid waste generated within the City and disposed of at the Facility shall be those rates, established from time to time, by the City for the customers of the Facility (the "Fort Smith Published Rates"), or as agreed to by the City Administrator and franchisee in accordance with city ordinance.
- c. **Franchise Fee:** Franchisee shall pay the city an annual fee of five (5) percent of gross revenues for service provided by the franchisee inside the City of Fort Smith city limits. This includes servicing dumpsters, roll-off containers, compactors and compactor containers, collection in refuse vehicles or collecting and hauling refuse in open top trucks or trailers, owned or not owned by the franchisee, that is serviced by the franchisee in the City of Fort Smith.
 - i. The calculation of gross revenues generated from operation within the city shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the franchisee from or in connection with its operation within the city. Gross revenues shall include but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing franchisee's name or a company owned or controlled by franchisee but operating under a different name.
 - ii. That portion of the annual fee attributable to subsection C above must be paid in a manner and on a schedule approved by the Director of Solid Waste Services.
 - iii. The annual fee shall be paid quarterly, no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Fort Smith Finance Department. No refund of a fee will be made.
 - iv. Fee payments received after the due date shall be subject to interest at the rate of 10% until the fees are paid in full.
 - v. This agreement will be subject to non-renewal by the City should the franchise fee NOT be paid by the franchisee when renewal is due. Non-renewal of agreement will mean that franchisee/hauler will NOT be able to collect and dispose of solid waste for non-residential customers within the corporate limits of the City.
- d. **RFID Tags:** The city has installed RFID readers at the Scale House for quicker entrance and exit to the Facility. These are available to haulers; however, their use is not mandatory. The cost is \$25 per tag annually. Haulers must submit a list of equipment to the city for its records.
 - i. The total for all RFID tags will be billed annually to the hauler's account. Invoice will be Net 30 days from time of billing. Subject to a late fee of ten percent (10%) of amount owed should the invoice not be paid by the due date.
 - ii. Replacement RFID tags will be an additional \$25 per tag, billed at the next billing cycle to the hauler's account.

3. **Disposal of Waste Generated Outside the City**

- a. **Rates for Disposal:** The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by Axis Dumpsters LLC, shall be the Fort Smith published rates.
- b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982- 84 = 100.0)

- c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).
4. **Permit:** This Agreement shall constitute a permit issued by the City to Axis Dumpsters LLC, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment:** Axis Dumpsters LLC shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.
6. **Compliance with Laws:** All waste provided by Axis Dumpsters LLC to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that Axis Dumpsters LLC delivers waste to the Facility that does not conform to the identified regulations and requirements Axis Dumpsters LLC shall be responsible for any cost incurred by the City in the treatment, handling and/or removal and proper disposal of the non-conforming waste.
7. **Obstruction of Streets and Highways:** The Franchisee agrees to comply with Division 2, Sections 24-121 through 24-145 of the Fort Smith Code of Ordinances, and to obtain any permits required for obstructions of public streets or highways from the Fort Smith Police Department.
8. **Vehicles**
- a. **License:** All vehicles utilized by Axis Dumpsters LLC to deliver solid waste to the Facility pursuant to this Agreement shall have a current hauler's license issued by the Sebastian County Regional Solid Waste Management District.
- b. **Covered Loads:** All solid waste delivered by Axis Dumpsters LLC to the Facility pursuant to this Agreement, shall be delivered in vehicles in which all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from the point of location to the point of disposal at the Facility.
9. **Inspection of Records:** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. Axis Dumpsters LLC acknowledges that it will comply with reasonable requests of the City for information regarding the types and amounts of solid waste being disposed of at the Facility, as well as the location of the collection of the waste, as relevant to this Agreement.
10. **Dispute Resolution:** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives be held. Such meeting shall be held

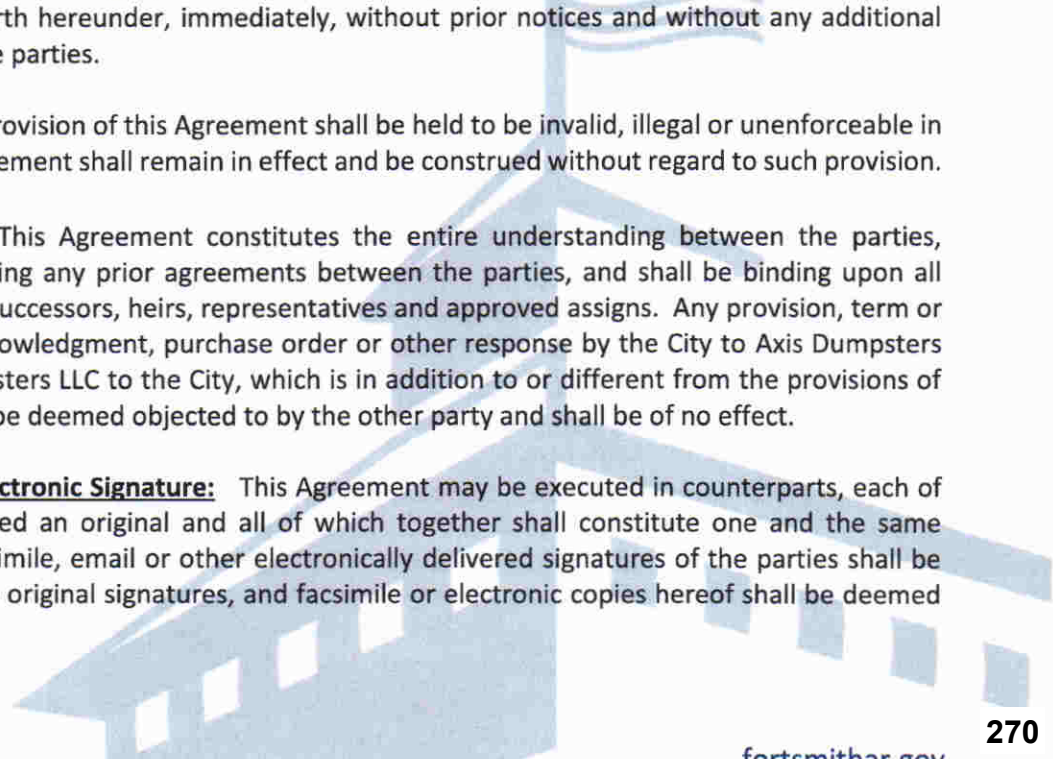
within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.

11. **Term:** This permit and agreement shall have a term of two (2) years from the date of execution.
12. **Choice of Law:** This Agreement shall be governed by the laws of the State of Arkansas.
13. **Assignment:** The provisions of this Agreement are not assignable by either party without the prior, written consent of the other party.
14. **Revocation of franchise:**
 - a. The Board of Directors may revoke any solid waste collection franchise if the franchisee:
 - i. Fails to comply with any provision of this article, any other city ordinance, or any state or federal law applicable to the collection and disposition of solid waste material
 - ii. Makes a false statement in the application or in a hearing concerning the solid waste collection franchise; or
 - iii. Fails to pay a fee required by the article at the time it was due
 - b. Before revoking a franchise under subsection (a) above, the Director of Solid Waste Services shall notify the franchisee in writing that the franchisee is being considered for revocation. The notice must include the reason for the proposed revocation, and a statement that the franchisee has ten (10) days to comply with the notice.
 - i. Franchise shall be revocable upon ten (10) days' notice by the City when, in the opinion of the Director of Solid Waste Services, the work being performed by Axis Dumpsters LLC is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.
 - c. Should a franchisee have its franchise revoked, the franchisee may be granted a period of time, up to a maximum of six (6) months, by the Director of Solid Waste Services to conclude its solid waste business in the City of Fort Smith, as long as the franchisee continues paying the set franchise fee and maintains the required insurance requirements.
15. **Non-transferability:** A solid waste collection franchise issued to one (1) person may not be transferred to another person without authorization by the Board of Directors.
16. **Indemnification:** Axis Dumpsters LLC agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from Axis Dumpsters LLC operations hereunder. Provided, however, that Axis Dumpsters LLC shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.
17. **Insurance:** Axis Dumpsters LLC shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Before commencement of work under this Agreement, Axis Dumpsters LLC agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has

been procured and is in force. For the purpose of this Agreement, Axis Dumpsters LLC shall carry the following types of insurance in at least the amounts specified below, with the City of Fort Smith named as certificate holder:

Worker's Compensation	
Coverage A	Statutory
Coverage B	Employer's Liability
	\$1,000,000 per injury
	\$1,000,000 total for injury
	\$1,000,000 total for disease
General Liability	
Each occurrence	\$1,000,000
Damage to rented premises per occurrence	\$300,000
Medical Expense (any 1 person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Other: Products-Completed Operations	\$2,000,000
Automobile	
Combined Single Limit (per accident)	\$1,000,000
Umbrella	
Each occurrence	\$2,000,000
Retention	\$10,000

18. **Force Majeure:** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of waste at the Facility or, (iii) limit the ability of or prohibit Axis Dumpsters LLC, from delivering waste to the Facility, Axis Dumpsters LLC shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.
19. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
20. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to Axis Dumpsters LLC, or by Axis Dumpsters LLC to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.
21. **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed



to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

22. **Notices:** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered, and a signed receipt is obtained. Such notice should give the following:

If to the City: City of Fort Smith
Director of Solid Waste Services
5900 Commerce Rd
Fort Smith, AR 72916
(479) 784-2350

If to: Axis Dumpsters LLC
PO Box 680
Rogersville, MO 65714
Carol Spitz, VP Sales
(479) 640-4449

This Agreement is executed as of this ____ day of _____, _____, by the authorized representatives of the parties.

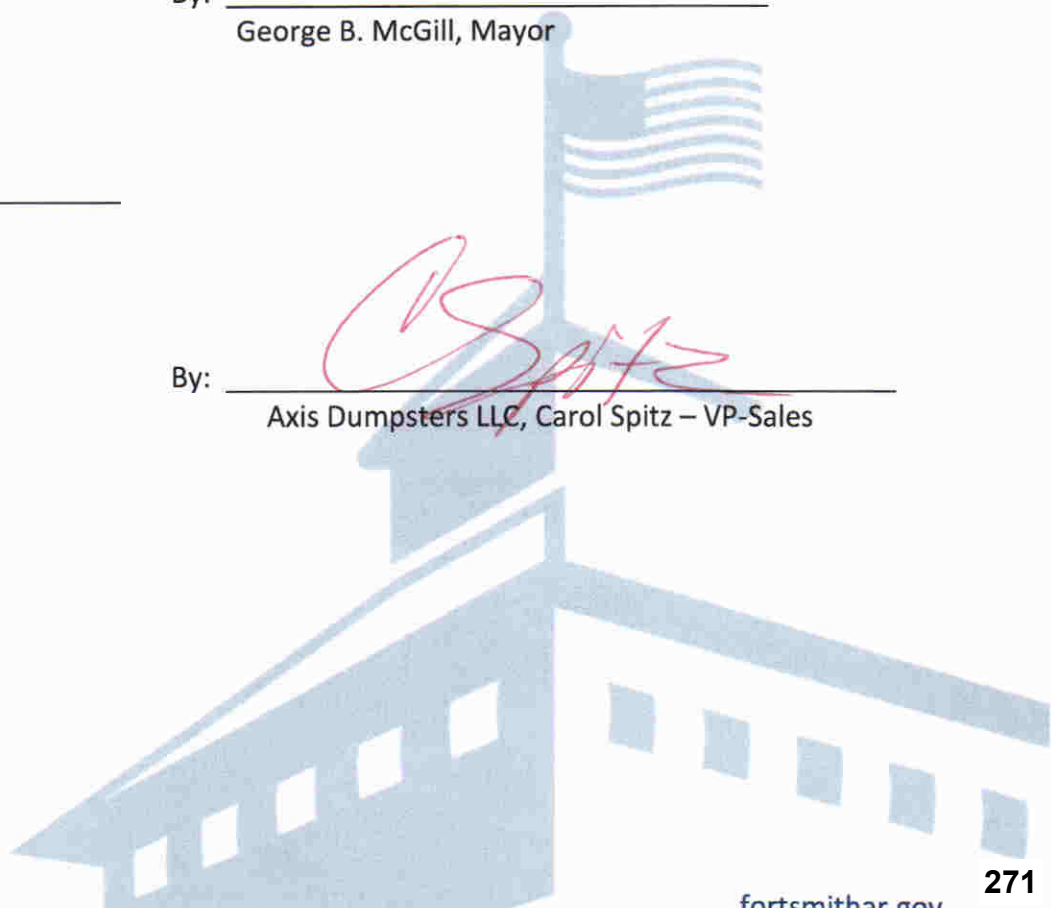
CITY OF FORT SMITH, ARKANSAS

By: _____
George B. McGill, Mayor

ATTEST:

City Clerk

By: _____
Axis Dumpsters LLC, Carol Spitz – VP-Sales





AXISDUM-01

RSHARPE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2026

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

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PRODUCER Roark & Sutton, LLC 1736 E Sunshine St Ste 1011 Springfield, MO 65804-1370	CONTACT NAME: Robert Sharpe PHONE (A/C, No, Ext): (417) 830-0466 FAX (A/C, No): E-MAIL ADDRESS: robert@roarkandsutton.com														
INSURED Axis Dumpsters LLC 5916 E Farm Road 170 Rogersville, MO 65742	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Admiral Insurance Company</td> <td style="text-align: center;">24856</td> </tr> <tr> <td>INSURER B : Arch Specialty Insurance Company</td> <td style="text-align: center;">21199</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Company	24856	INSURER B : Arch Specialty Insurance Company	21199	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FBCAT0617001	9/29/2025	9/29/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FEI-EXS-46228-00	2/27/2026	2/27/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Smith 5900 Commerce Rd Fort Smith, AR 72916	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AXISDUM-01

CCARR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2025

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

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

PRODUCER Pillar Insurance, LLC 1615-B South Ingram Mill Rd Springfield, MO 65804	CONTACT NAME: Cindy Carr PHONE (A/C, No, Ext): (417) 633-7577 E-MAIL ADDRESS: ccarr@pillar-insurance.com	FAX (A/C, No): (417) 633-7576
	INSURER(S) AFFORDING COVERAGE INSURER A: Stonetrust Commercial Insurance Company	
INSURED Axis Dumpsters LLC 5916 E Farm Road 170 Rogerville, MO 65742	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

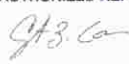
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV0046968-2025A	10/5/2025	10/5/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------	--



623 Garrison Avenue
Room 331
Fort Smith, AR 72901

Phone: (479) 784-2299
Fax: (479) 784-2299

businesslicense@fortsmithar.gov

Application Complete Notice

February 24, 2026

Re: City of Fort Smith Business Registration
LCB20260252 AXIS DUMPSTERS
Phone: Email: carol@axis-dumpsters.com

To Whom It May Concern:

Axis Dumpsters filed a Business Registration application on February 24, 2026 for the business AXIS DUMPSTERS located at 5900 COMMERCE RD, FORT SMITH, AR 72916.

The applicant has described the business as "ROLL-OFF SERVICES (DUMPSTERS)". It is anticipated that the Business Registration will be issued once all department approvals have been received. Upon initial review of the application, the business license should be issued in a timely manner.

Please feel free to call me with any questions or concerns.

Sincerely,

Department of Business Licensing
P: (479)784-2299
E: businesslicense@fortsmithar.gov



Axis Dumpsters LLC





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: April 2, 2026
SUBJECT: Non-Residential Solid Waste Collection and Disposal Permit and Agreement

SUMMARY

BS Dumpster Rentals LLC desires to obtain a non-residential solid waste collection and disposal permit and agreement with the City of Fort Smith, in order to comply with the City of Fort Smith Municipal Code and to haul non-residential solid waste within Fort Smith. This agreement is a two-year permit from the date of execution. This agreement includes the 5% franchise fee, which the Board of Directors voted and approved in December 2020 per Ordinance No. 111-20.

Staff recommends this agreement be accepted and approved. Please contact me should you have any questions.

ATTACHMENTS

1. [04-07-2026_Item_ID_2665_Solid_Waste_Services.pdf](#)
2. [04-07-2026 Item ID 2665 Solid Waste Services.pdf](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH BS DUMPSTER RENTALS LLC

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the two (2) year Non-Residential Solid Waste Collection and Disposal Permit and Agreement with BS Dumpster Rentals, LLC, which is incorporated herein by reference, for a term of two (2) years from the date of execution.

This Resolution adopted this _____ day of April, 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered on the date set forth below by and between the City of Fort Smith, Arkansas (hereinafter referred to as the "City"), and BS Dumpster Rentals LLC a.k.a. EM&M Dumpster Rentals LLC (hereinafter referred to as BS Dumpster Rentals LLC, "franchisee" or "hauler").

WITNESSETH:

WHEREAS the City is a municipal corporation of the first class of the State of Arkansas and, in its government capacity, owns and operates the City of Fort Smith Solid Waste Disposal Facility (the "Facility"), which is currently operated as a Class I sanitary landfill; and

WHEREAS the City currently provides solid waste collection and disposal service to residential and non-residential customers within the City; and

WHEREAS BS Dumpster Rentals LLC, has the consent of the City to collect and dispose of solid waste for non-residential customers within the corporate limits of the City; and

WHEREAS the City has evaluated the possibility of exercising its governmental option of providing solid waste collection and disposal services to non-residential customers; and

WHEREAS BS Dumpster Rentals LLC, desires to provide non-residential solid waste collection and disposal services for customers located in Sebastian County within the corporate limits of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions

- a. **"Solid Waste,"** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinances.
- b. **"Residential Customers,"** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.
- c. **"Non-residential Customers,"** when used in this Agreement, shall refer to all solid waste customers who are not residential customers as defined by Section 25-261 of the Fort Smith Code of Ordinances.

2. Disposal of Waste Generated Within the City

- a. Solid Waste Disposal: BS Dumpster Rentals LLC, agrees that all solid waste generated within the City and which is collected by BS Dumpster Rentals LLC for disposal shall be hauled by BS Dumpster Rentals LLC to the Facility, except as otherwise provided herein. Excepted from this requirement are: (i) any categories of solid waste that the City does not accept for disposal at the Facility; (ii) any customers to which the City may consent in writing executed by the Director of Solid Waste Services to allow to use alternative disposal facilities; and (iii) any recyclables as defined in Section 25-261 of the Fort Smith Code of Ordinances and any other recycling program identified in writing and approved as an exception by the Director of Solid Waste Services. The City will make reasonable efforts to enforce the designation of the Facility against all waste haulers.

- b. Rates for Disposal: The rates for disposal of solid waste generated within the City and disposed of at the Facility shall be those rates, established from time to time, by the City for the customers of the Facility (the "Fort Smith Published Rates"), or as agreed to by the City Administrator and franchisee in accordance with city ordinance.
- c. Franchise Fee: Franchisee shall pay the city an annual fee of five (5) percent of gross revenues for service provided by the franchisee inside the City of Fort Smith city limits. This includes servicing dumpsters, roll-off containers, compactors and compactor containers, collection in refuse vehicles or collecting and hauling refuse in open top trucks or trailers, owned or not owned by the franchisee, that is serviced by the franchisee in the City of Fort Smith.
 - i. The calculation of gross revenues generated from operation within the city shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the franchisee from or in connection with its operation within the city. Gross revenues shall include but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing franchisee's name or a company owned or controlled by franchisee but operating under a different name.
 - ii. That portion of the annual fee attributable to subsection C above must be paid in a manner and on a schedule approved by the Director of Solid Waste Services.
 - iii. The annual fee shall be paid quarterly, no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Fort Smith Finance Department. No refund of a fee will be made.
 - iv. Fee payments received after the due date shall be subject to interest at the rate of 10% until the fees are paid in full.
 - v. This agreement will be subject to non-renewal by the City should the franchise fee NOT be paid by the franchisee when renewal is due. Non-renewal of agreement will mean that franchisee/hauler will NOT be able to collect and dispose of solid waste for non-residential customers within the corporate limits of the City.
- d. RFID Tags: The city has installed RFID readers at the Scale House for quicker entrance and exit to the Facility. These are available to haulers; however, their use is not mandatory. The cost is \$25 per tag annually. Haulers must submit a list of equipment to the city for its records.
 - i. The total for all RFID tags will be billed annually to the hauler's account. Invoice will be Net 30 days from time of billing. Subject to a late fee of ten percent (10%) of amount owed should the invoice not be paid by the due date.
 - ii. Replacement RFID tags will be an additional \$25 per tag, billed at the next billing cycle to the hauler's account.

3. **Disposal of Waste Generated Outside the City**

- a. Rates for Disposal: The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by BS Dumpster Rentals LLC, shall be the Fort Smith published rates.
- b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau

of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982- 84 = 100.0)

- c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).
4. **Permit:** This Agreement shall constitute a permit issued by the City to BS Dumpster Rentals LLC, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment:** BS Dumpster Rentals LLC shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.
6. **Compliance with Laws:** All waste provided by BS Dumpster Rentals LLC to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that BS Dumpster Rentals LLC delivers waste to the Facility that does not conform to the identified regulations and requirements BS Dumpster Rentals LLC shall be responsible for any cost incurred by the City in the treatment, handling and/or removal and proper disposal of the non-conforming waste.
7. **Obstruction of Streets and Highways:** The Franchisee agrees to comply with Division 2, Sections 24-121 through 24-145 of the Fort Smith Code of Ordinances, and to obtain any permits required for obstructions of public streets or highways from the Fort Smith Police Department.
8. **Vehicles**
 - a. **License:** All vehicles utilized by BS Dumpster Rentals LLC to deliver solid waste to the Facility pursuant to this Agreement shall have a current hauler's license issued by the Sebastian County Regional Solid Waste Management District.
 - b. **Covered Loads:** All solid waste delivered by BS Dumpster Rentals LLC to the Facility pursuant to this Agreement, shall be delivered in vehicles in which all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from the point of location to the point of disposal at the Facility.
9. **Inspection of Records:** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. BS Dumpster Rentals LLC acknowledges that it will comply with reasonable requests of the City for information regarding the types and amounts of solid waste being disposed of at the Facility, as well as the location of the collection of the waste, as relevant to this Agreement.
10. **Dispute Resolution:** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the

allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives be held. Such meeting shall be held within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.

11. **Term:** This permit and agreement shall have a term of two (2) years from the date of execution.
12. **Choice of Law:** This Agreement shall be governed by the laws of the State of Arkansas.
13. **Assignment:** The provisions of this Agreement are not assignable by either party without the prior, written consent of the other party.
14. **Revocation of franchise:**
 - a. The Board of Directors may revoke any solid waste collection franchise if the franchisee:
 - i. Fails to comply with any provision of this article, any other city ordinance, or any state or federal law applicable to the collection and disposition of solid waste material
 - ii. Makes a false statement in the application or in a hearing concerning the solid waste collection franchise; or
 - iii. Fails to pay a fee required by the article at the time it was due
 - b. Before revoking a franchise under subsection (a) above, the Director of Solid Waste Services shall notify the franchisee in writing that the franchisee is being considered for revocation. The notice must include the reason for the proposed revocation, and a statement that the franchisee has ten (10) days to comply with the notice.
 - i. Franchise shall be revocable upon ten (10) days' notice by the City when, in the opinion of the Director of Solid Waste Services, the work being performed by BS Dumpster Rentals LLC is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.
 - c. Should a franchisee have its franchise revoked, the franchisee may be granted a period of time, up to a maximum of six (6) months, by the Director of Solid Waste Services to conclude its solid waste business in the City of Fort Smith, as long as the franchisee continues paying the set franchise fee and maintains the required insurance requirements.
15. **Non-transferability:** A solid waste collection franchise issued to one (1) person may not be transferred to another person without authorization by the Board of Directors.
16. **Indemnification:** BS Dumpster Rentals LLC agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from BS Dumpster Rentals LLC operations hereunder. Provided, however, that BS Dumpster Rentals LLC shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.
17. **Insurance:** BS Dumpster Rentals LLC shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property

Damage Insurance. Before commencement of work under this Agreement, BS Dumpster Rentals LLC agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has been procured and is in force. For the purpose of this Agreement, BS Dumpster Rentals LLC shall carry the following types of insurance in at least the amounts specified below, with the City of Fort Smith named as certificate holder:

Worker's Compensation	
Coverage A	Statutory
Coverage B	Employer's Liability
	\$1,000,000 per injury
	\$1,000,000 total for injury
	\$1,000,000 total for disease
General Liability	
Each occurrence	\$1,000,000
Damage to rented premises per occurrence	\$300,000
Medical Expense (any 1 person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Other: Products-Completed Operations	\$2,000,000
Automobile	
Combined Single Limit (per accident)	\$1,000,000
Umbrella	
Each occurrence	\$2,000,000
Retention	\$10,000

18. **Force Majeure:** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of waste at the Facility or, (iii) limit the ability of or prohibit BS Dumpster Rentals LLC, from delivering waste to the Facility, BS Dumpster Rentals LLC shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.
19. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
20. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to BS Dumpster Rentals LLC, or by BS Dumpster Rentals LLC to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.
21. **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same

instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

22. **Notices:** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered, and a signed receipt is obtained. Such notice should give the following:

If to the City: City of Fort Smith
Director of Solid Waste Services
5900 Commerce Rd
Fort Smith, AR 72916
(479) 784-2350

If to: BS Dumpster Rentals LLC
609 Kitty Hawk St
Van Buren, AR 72956
Kevin Burnett
479-883-4635
Kburn77@gmail.com

This Agreement is executed as of this ____ day of _____, _____, by the authorized representatives of the parties.

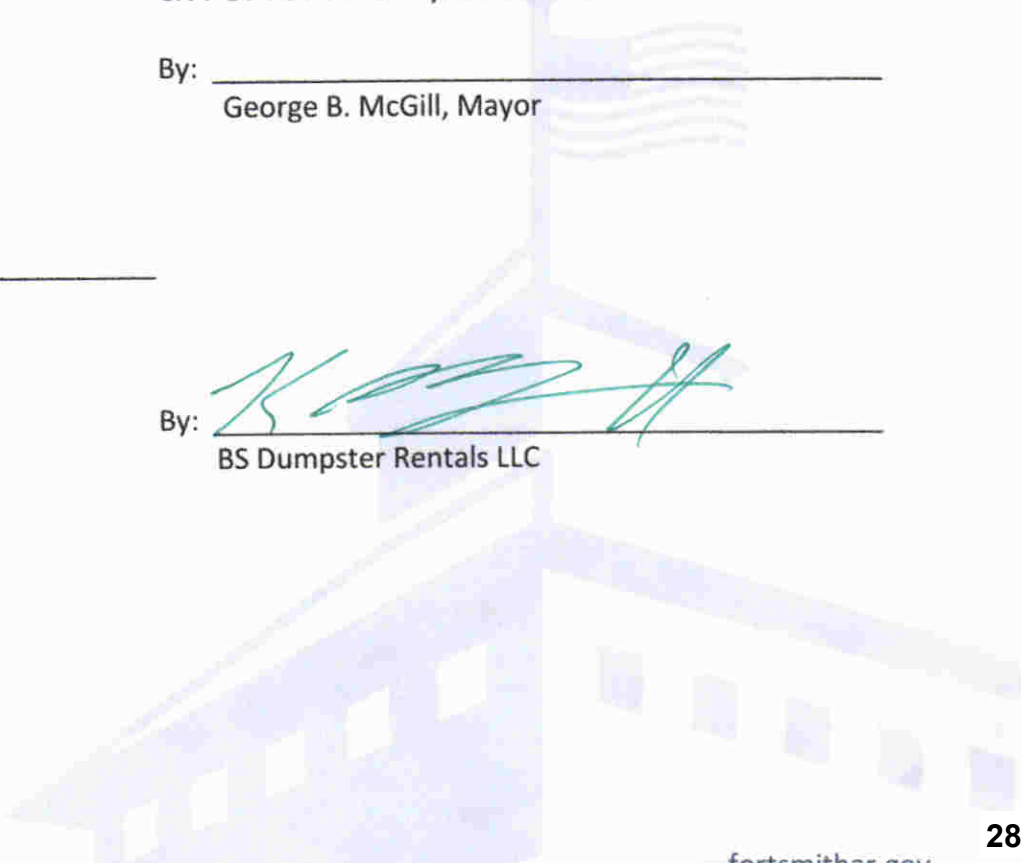
CITY OF FORT SMITH, ARKANSAS

By: _____
George B. McGill, Mayor

ATTEST:

City Clerk

By: 
BS Dumpster Rentals LLC





623 Garrison Avenue
Room 331
Fort Smith, AR 72901

Phone: (479) 784-2299

Fax: (479) 784-2299

businesslicense@fortsmithar.gov

Application Complete Notice

March 05, 2026

Re: City of Fort Smith Business Registration

LCB20260302 BS Dumpster

Phone: Email: kburn77@gmail.com

To Whom It May Concern:

Kevin Eugene Burnett filed a Business Registration application on March 05, 2026 for the business BS Dumpster located at 609 Kitty Hawk, Van Buren AR 72956.

The applicant has described the business as "Dumpster rentals". It is anticipated that the Business Registration will be issued once all department approvals have been received. Upon initial review of the application, the business license should be issued in a timely manner.

Please feel free to call me with any questions or concerns.

Sincerely,

Department of Business Licensing

P: (479)784-2299

E: businesslicense@fortsmithar.gov



fortsmithar.gov

BS DUMPSTER
RENTALS, LLC

2026
SCRSWMD
000729
HAULERS PERMIT



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: April 2, 2026
SUBJECT: Non-Residential Solid Waste Collection and Disposal Permit and Agreement Renewal

SUMMARY

W&W Rolloffs LLC desires to renew their non-residential solid waste collection and disposal permit and agreement with the City of Fort Smith, in order to comply with the City of Fort Smith Municipal Code and continue hauling non-residential solid waste within Fort Smith. This agreement is a two-year permit from the date of execution. This agreement includes the 5% franchise fee, which the Board of Directors voted and approved in December 2020 per Ordinance No. 111-20.

Staff recommends this agreement be accepted and approved. Please contact me should you have any questions.

ATTACHMENTS

1. [04-07-2026_Item_ID_2671_Solid_Waste_Services.pdf](#)
2. [04-07-2026 Item ID 2671 Solid Waste Services.pdf](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH W&W ROLLOFFS LLC

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the two (2) year Non-Residential Solid Waste Collection and Disposal Permit and Agreement with W&W Rolloffs LLC, which is incorporated herein by reference, for a term of two (2) years from the date of execution.

This Resolution adopted this _____ day of _____, _____.

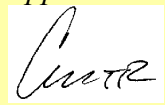
APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered on the date set forth below by and between the City of Fort Smith, Arkansas (hereinafter referred to as the “City”), and W&W Rolloffs LLC (hereinafter referred to as W&W Rolloffs LLC, “franchisee” or “hauler”).

WITNESSETH:

WHEREAS the City is a municipal corporation of the first class of the State of Arkansas and, in its government capacity, owns and operates the City of Fort Smith Solid Waste Disposal Facility (the “Facility”), which is currently operated as a Class I sanitary landfill; and

WHEREAS the City currently provides solid waste collection and disposal service to residential and non-residential customers within the City; and

WHEREAS W&W Rolloffs LLC has the consent of the City to collect and dispose of solid waste for non-residential customers within the corporate limits of the City; and

WHEREAS the City has evaluated the possibility of exercising its governmental option of providing solid waste collection and disposal services to non-residential customers; and

WHEREAS W&W Rolloffs LLC desires to provide non-residential solid waste collection and disposal services for customers located in Sebastian County within the corporate limits of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Definitions**

- a. **“Solid Waste,”** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinances.
- b. **“Residential Customers,”** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.
- c. **“Non-residential Customers,”** when used in this Agreement, shall refer to all solid waste customers who are not residential customers as defined by Section 25-261 of the Fort Smith Code of Ordinances.

2. **Disposal of Waste Generated Within the City**

- a. **Solid Waste Disposal:** W&W Rolloffs LLC agrees that all solid waste generated within the City and which is collected by W&W Rolloffs LLC for disposal shall be hauled by W&W Rolloffs LLC to the Facility, except as otherwise provided herein. Excepted from this requirement are: (i) any categories of solid waste that the City does not accept for disposal at the Facility; (ii) any customers to which the City may consent in writing executed by the Director of Solid Waste Services to allow to use alternative disposal facilities; and (iii) any recyclables as defined in Section 25-261 of the Fort Smith Code of Ordinances and any other recycling program identified in writing and approved as an exception by the Director of Solid Waste Services. The City will make reasonable efforts to enforce the designation of the Facility against all waste haulers.

- b. Rates for Disposal: The rates for disposal of solid waste generated within the City and disposed of at the Facility shall be those rates, established from time to time, by the City for the customers of the Facility (the "Fort Smith Published Rates"), or as agreed to by the City Administrator and franchisee in accordance with city ordinance.
- c. Franchise Fee: Franchisee shall pay the city an annual fee of five (5) percent of gross revenues for service provided by the franchisee inside the City of Fort Smith city limits. This includes servicing dumpsters, roll-off containers, compactors and compactor containers, collection in refuse vehicles or collecting and hauling refuse in open top trucks or trailers, owned or not owned by the franchisee, that is serviced by the franchisee in the City of Fort Smith.
 - i. The calculation of gross revenues generated from operation within the city shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the franchisee from or in connection with its operation within the city. Gross revenues shall include but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing franchisee's name or a company owned or controlled by franchisee but operating under a different name.
 - ii. That portion of the annual fee attributable to subsection C above must be paid in a manner and on a schedule approved by the Director of Solid Waste Services.
 - iii. The annual fee shall be paid quarterly, no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Fort Smith Finance Department. No refund of a fee will be made.
 - iv. Fee payments received after the due date shall be subject to interest at the rate of 10% until the fees are paid in full.
 - v. This agreement will be subject to non-renewal by the City should the franchise fee NOT be paid by the franchisee when renewal is due. Non-renewal of agreement will mean that franchisee/hauler will NOT be able to collect and dispose of solid waste for non-residential customers within the corporate limits of the City.
- d. RFID Tags: The city has installed RFID readers at the Scale House for quicker entrance and exit to the Facility. These are available to haulers; however, their use is not mandatory. The cost is \$25 per tag annually. Haulers must submit a list of equipment to the city for its records.
 - i. The total for all RFID tags will be billed annually to the hauler's account. Invoice will be Net 30 days from time of billing. Subject to a late fee of ten percent (10%) of amount owed should the invoice not be paid by the due date.
 - ii. Replacement RFID tags will be an additional \$25 per tag, billed at the next billing cycle to the hauler's account.

3. **Disposal of Waste Generated Outside the City**

- a. Rates for Disposal: The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by W&W Rolloffs LLC, shall be the Fort Smith published rates.
- b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982- 84 = 100.0)

- c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).
4. **Permit:** This Agreement shall constitute a permit issued by the City to W&W Rolloffs LLC, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment:** W&W Rolloffs LLC shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.
6. **Compliance with Laws:** All waste provided by W&W Rolloffs LLC to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that W&W Rolloffs LLC delivers waste to the Facility that does not conform to the identified regulations and requirements W&W Rolloffs LLC shall be responsible for any cost incurred by the City in the treatment, handling and/or removal and proper disposal of the non-conforming waste.
7. **Obstruction of Streets and Highways:** The Franchisee agrees to comply with Division 2, Sections 24-121 through 24-145 of the Fort Smith Code of Ordinances, and to obtain any permits required for obstructions of public streets or highways from the Fort Smith Police Department.
8. **Vehicles**
 - a. **License:** All vehicles utilized by W&W Rolloffs LLC to deliver solid waste to the Facility pursuant to this Agreement shall have a current hauler's license issued by the Sebastian County Regional Solid Waste Management District.
 - b. **Covered Loads:** All solid waste delivered by W&W Rolloffs LLC to the Facility pursuant to this Agreement, shall be delivered in vehicles in which all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from the point of location to the point of disposal at the Facility.
9. **Inspection of Records:** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. W&W Rolloffs LLC acknowledges that it will comply with reasonable requests of the City for information regarding the types and amounts of solid waste being disposed of at the Facility, as well as the location of the collection of the waste, as relevant to this Agreement.
10. **Dispute Resolution:** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives be held. Such meeting shall be held

within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.

11. **Term:** This permit and agreement shall have a term of two (2) years from the date of execution.
12. **Choice of Law:** This Agreement shall be governed by the laws of the State of Arkansas.
13. **Assignment:** The provisions of this Agreement are not assignable by either party without the prior, written consent of the other party.
14. **Revocation of franchise:**
 - a. The Board of Directors may revoke any solid waste collection franchise if the franchisee:
 - i. Fails to comply with any provision of this article, any other city ordinance, or any state or federal law applicable to the collection and disposition of solid waste material
 - ii. Makes a false statement in the application or in a hearing concerning the solid waste collection franchise; or
 - iii. Fails to pay a fee required by the article at the time it was due
 - b. Before revoking a franchise under subsection (a) above, the Director of Solid Waste Services shall notify the franchisee in writing that the franchisee is being considered for revocation. The notice must include the reason for the proposed revocation, and a statement that the franchisee has ten (10) days to comply with the notice.
 - i. Franchise shall be revocable upon ten (10) days' notice by the City when, in the opinion of the Director of Solid Waste Services, the work being performed by W&W Rolloffs LLC is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.
 - c. Should a franchisee have its franchise revoked, the franchisee may be granted a period of time, up to a maximum of six (6) months, by the Director of Solid Waste Services to conclude its solid waste business in the City of Fort Smith, as long as the franchisee continues paying the set franchise fee and maintains the required insurance requirements.
15. **Non-transferability:** A solid waste collection franchise issued to one (1) person may not be transferred to another person without authorization by the Board of Directors.
16. **Indemnification:** W&W Rolloffs LLC agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from W&W Rolloffs LLC operations hereunder. Provided, however, that W&W Rolloffs LLC shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.
17. **Insurance:** W&W Rolloffs LLC shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Before commencement of work under this Agreement, W&W Rolloffs LLC agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has been

procured and is in force. For the purpose of this Agreement, W&W Rolloffs LLC shall carry the following types of insurance in at least the amounts specified below, with the City of Fort Smith named as certificate holder:

Worker's Compensation	
Coverage A	Statutory
Coverage B	Employer's Liability
	\$1,000,000 per injury
	\$1,000,000 total for injury
	\$1,000,000 total for disease
General Liability	
Each occurrence	\$1,000,000
Damage to rented premises per occurrence	\$300,000
Medical Expense (any 1 person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Other: Products-Completed Operations	\$2,000,000
Automobile	
Combined Single Limit (per accident)	\$1,000,000
Umbrella	
Each occurrence	\$2,000,000
Retention	\$10,000

18. **Force Majeure:** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of waste at the Facility or, (iii) limit the ability of or prohibit W&W Rolloffs LLC, from delivering waste to the Facility, W&W Rolloffs LLC shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.
19. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
20. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to W&W Rolloffs LLC, or by W&W Rolloffs LLC to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.
21. **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed

to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

22. **Notices:** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered, and a signed receipt is obtained. Such notice should give the following:

If to the City: City of Fort Smith
Director of Solid Waste Services
5900 Commerce Rd
Fort Smith, AR 72916
(479) 784-2350

If to: W&W Rolloffs LLC
22274 Arnall Rd
Poteau, OK 74953
Dustin Reece
918-649-7136
dustinreece99@yahoo.com

This Agreement is executed as of this ____ day of _____, _____, by the authorized representatives of the parties.

CITY OF FORT SMITH, ARKANSAS

By: _____
George B. McGill, Mayor

ATTEST:

City Clerk

By: 
W&W Rolloffs LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2025

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

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

PRODUCER DON L. CHITWOOD INSURANCE AGENCY 2005 N BROADWAY POTEAU, OK 74953		CONTACT NAME: DON L CHITWOOD PHONE (A/C, No, Ext): (918)647-4997 FAX (A/C, No): 918-647-2364 E-MAIL ADDRESS: turkeyboss@outlook.com	
INSURED W & W ROLLOFFS LLC 22274 ARNALL RD POTEAU, OK 74953		INSURER(S) AFFORDING COVERAGE INSURER A: NAUTILUS INSURANCE COMPANY NAIC # INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	NN1922841	11/15/2025	11/15/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ee occurrence) \$ 500,000					
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ee accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMNN103215	11/15/2025	11/15/2026	EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$ 2,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER CITY OF FORT SMITH SOLID WASTE SERVICES 5900 COMMERCE RD FORT SMITH, AR 72916	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. AUTHORIZED REPRESENTATIVE DON L. CHITWOOD, AGENT
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Reed-Williams Insurance Agency, Inc.		NAMED INSURED W&W ROLLOFFS LLC 22274 ARNALL RD POTEAU, OK 74953	
POLICY NUMBER 998519033		EFFECTIVE DATE: 06/06/2025	
CARRIER Progressive Northern Insurance Company	NAIC CODE 38628		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Description of Location/Vehicles/Special Items

Scheduled autos only

2023 AUTOCAR LLC DC-64 5VCCCLEJ4PC240428

Comprehensive \$2,500 Ded

Collision \$2,500 Ded

2006 MACK 700 1M2AG11C16M036355

2006 INTERNATIONAL 4000 1HTMMAAM76H207317



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2026

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

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

PRODUCER DON L CHITWOOD INSURANCE AGENCY INC 2005 N BROADWAY ST POTEAU, OK 74953		CONTACT NAME: DON CHITWOOD	
		PHONE (A/C, No, Ext): 918-647-4997	FAX (A/C, No): 918-647-2364
		E-MAIL ADDRESS: TURKEYBOSS@OUTLOOK.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: PIE CASUALTY INSURANCE COMPANY	NAIC # 10997
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
W & W ROLLOFFS LLC
22274 ARNALL RD
POTEAU, OK 74953

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC PI 3750289-000	03/09/2026	03/09/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TRUCKING: NOC-ALL EMPLOYEES & DRIVERS

CERTIFICATE HOLDER CITY OF FORT SMITH SOLID WASTE SERVICES 5900 COMMERCE RD FORT SMITH, AR 72916	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. AUTHORIZED REPRESENTATIVE DON CHITWOOD, AGENT
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**CITY OF FORT SMITH, ARKANSAS
OFFICE OF DEVELOPMENT SERVICES**

623 Garrison Avenue, Fort Smith, AR 72901
(479) 784-2216 | planning@fortsmithar.gov

BUSINESS REGISTRATION

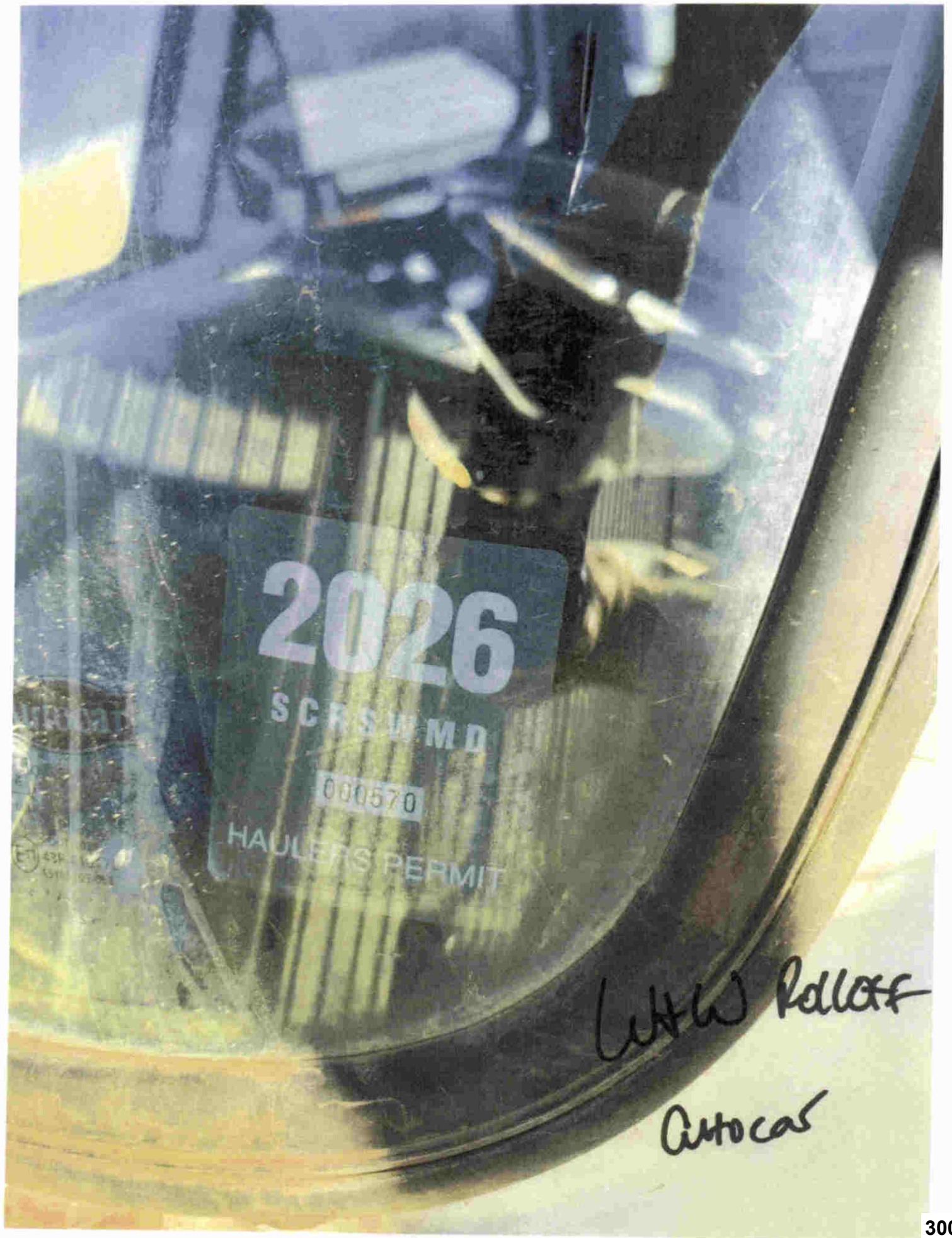
Business Name:	W & W ROLLOFFS LLC	Business Type(s):	562111 Trash hauling, local
Business Location:	22274 ARNALL RD POTEAU, OK 74953	Mailing Address:	22274 ARNALL RD POTEAU, OK 74953
Owner:	DUSTIN REECE	License Type:	Contractor's Office
License Number:	007232-2024	Classification:	Occupational Business
Issued Date:	5/13/2025	Fees Paid:	\$100.00
Expiration Date:	5/13/2026		

(1) Business Registrations are non-transferrable and must be posted in a conspicuous place in the licensed business location. To keep this registration valid as issues, it is your responsibility to keep it current.

(2) This license does not authorize a business to operate in conflict with the laws of the City of Fort Smith (inclusive of zoning regulations) or the State of Arkansas.

(3) A change in business location, classifications, or ownership will necessitate a new license application process.

TO BE POSTED IN A CONSPICUOUS PLACE



2026

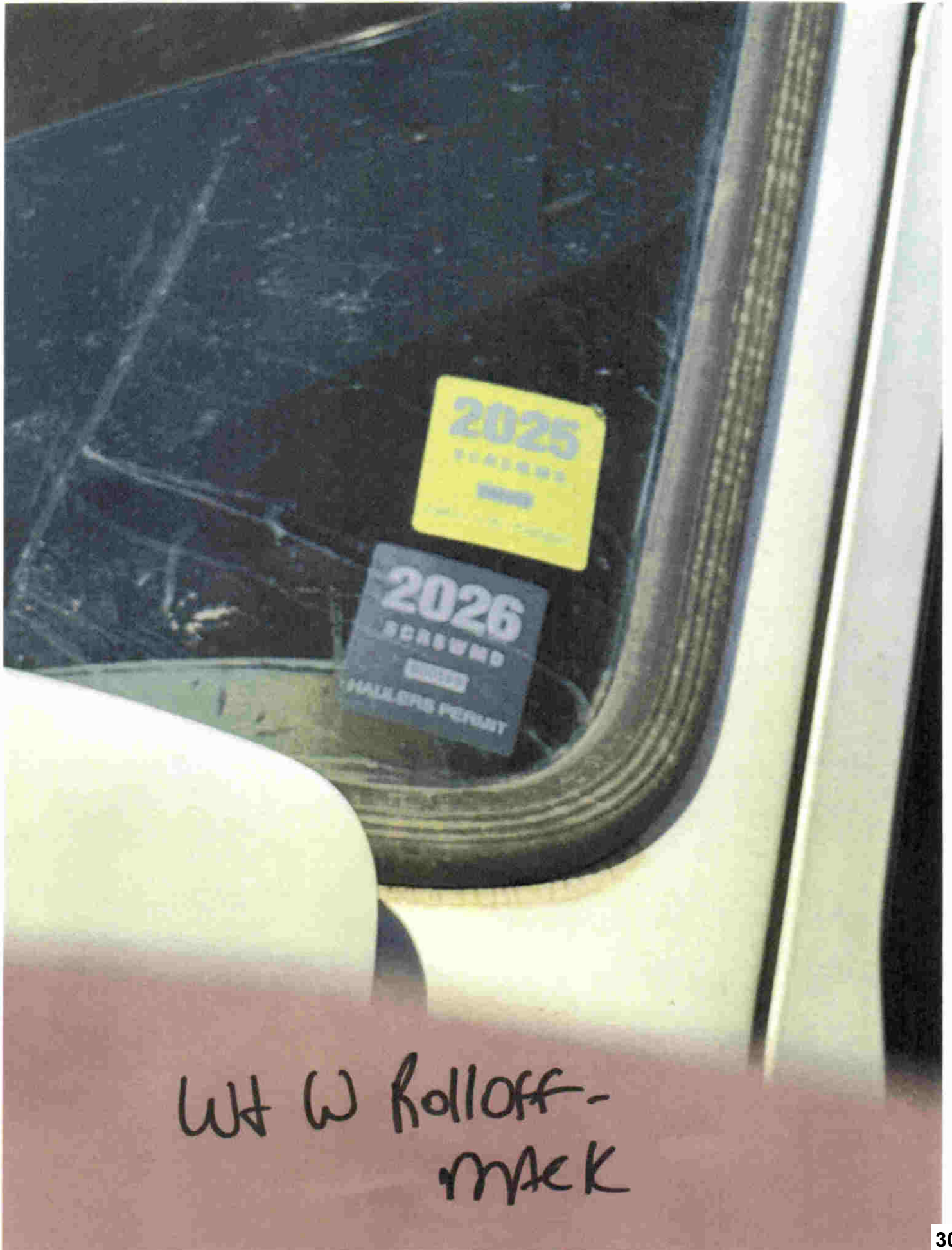
SCRSUMD

000570

HAULERS PERMIT

Luther Pollock

Autocar



WT W Rolloff-
mack



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: April 2, 2026
SUBJECT: Non-Residential Solid Waste Collection and Disposal Permit and Agreement Renewal

SUMMARY

KL Dumpsters LLC desires to renew their non-residential solid waste collection and disposal permit and agreement with the City of Fort Smith, in order to comply with the City of Fort Smith Municipal Code and continue hauling non-residential solid waste within Fort Smith. This agreement is a two-year permit from the date of execution. This agreement includes the 5% franchise fee, which the Board of Directors voted and approved in December 2020 per Ordinance No. 111-20.

Staff recommends this agreement be accepted and approved. Please contact me should you have any questions.

ATTACHMENTS

1. [04-07-2026_Item_ID_2675_Solid_Waste_Services.pdf](#)
2. [04-07-2026 Item ID 2675 Solid Waste Services.pdf](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH KL DUMPSTERS LLC

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the two (2) year Non-Residential Solid Waste Collection and Disposal Permit and Agreement with KL Dumpsters LLC, which is incorporated herein by reference, for a term of two (2) years from the date of execution.

This Resolution adopted this _____ day of _____, _____.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered on the date set forth below by and between the City of Fort Smith, Arkansas (hereinafter referred to as the “City”), and KL Dumpsters LLC (hereinafter referred to as KL Dumpsters LLC, “franchisee” or “hauler”).

WITNESSETH:

WHEREAS the City is a municipal corporation of the first class of the State of Arkansas and, in its government capacity, owns and operates the City of Fort Smith Solid Waste Disposal Facility (the “Facility”), which is currently operated as a Class I sanitary landfill; and

WHEREAS the City currently provides solid waste collection and disposal service to residential and non-residential customers within the City; and

WHEREAS KL Dumpsters LLC has the consent of the City to collect and dispose of solid waste for non-residential customers within the corporate limits of the City; and

WHEREAS the City has evaluated the possibility of exercising its governmental option of providing solid waste collection and disposal services to non-residential customers; and

WHEREAS KL Dumpsters LLC desires to provide non-residential solid waste collection and disposal services for customers located in Sebastian County within the corporate limits of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Definitions**

- a. **“Solid Waste,”** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinances.
- b. **“Residential Customers,”** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.
- c. **“Non-residential Customers,”** when used in this Agreement, shall refer to all solid waste customers who are not residential customers as defined by Section 25-261 of the Fort Smith Code of Ordinances.

2. **Disposal of Waste Generated Within the City**

- a. **Solid Waste Disposal:** KL Dumpsters LLC agrees that all solid waste generated within the City and which is collected by KL Dumpsters LLC for disposal shall be hauled by KL Dumpsters LLC to the Facility, except as otherwise provided herein. Excepted from this requirement are: (i) any categories of solid waste that the City does not accept for disposal at the Facility; (ii) any customers to which the City may consent in writing executed by the Director of Solid Waste Services to allow to use alternative disposal facilities; and (iii) any recyclables as defined in Section 25-261 of the Fort Smith Code of Ordinances and any other recycling program identified in writing and approved as an exception by the Director of Solid Waste Services. The City will make reasonable efforts to enforce the designation of the Facility against all waste haulers.

- b. Rates for Disposal: The rates for disposal of solid waste generated within the City and disposed of at the Facility shall be those rates, established from time to time, by the City for the customers of the Facility (the "Fort Smith Published Rates"), or as agreed to by the City Administrator and franchisee in accordance with city ordinance.
- c. Franchise Fee: Franchisee shall pay the city an annual fee of five (5) percent of gross revenues for service provided by the franchisee inside the City of Fort Smith city limits. This includes servicing dumpsters, roll-off containers, compactors and compactor containers, collection in refuse vehicles or collecting and hauling refuse in open top trucks or trailers, owned or not owned by the franchisee, that is serviced by the franchisee in the City of Fort Smith.
 - i. The calculation of gross revenues generated from operation within the city shall include all revenue, as determined in accordance with generally accepted accounting principles, which is derived, directly or indirectly, by the franchisee from or in connection with its operation within the city. Gross revenues shall include but are not limited to revenues received from the collection and disposal of all solid waste, whether by a company bearing franchisee's name or a company owned or controlled by franchisee but operating under a different name.
 - ii. That portion of the annual fee attributable to subsection C above must be paid in a manner and on a schedule approved by the Director of Solid Waste Services.
 - iii. The annual fee shall be paid quarterly, no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Fort Smith Finance Department. No refund of a fee will be made.
 - iv. Fee payments received after the due date shall be subject to interest at the rate of 10% until the fees are paid in full.
 - v. This agreement will be subject to non-renewal by the City should the franchise fee NOT be paid by the franchisee when renewal is due. Non-renewal of agreement will mean that franchisee/hauler will NOT be able to collect and dispose of solid waste for non-residential customers within the corporate limits of the City.

d. RFID Tags: The city has installed RFID readers at the Scale House for quicker entrance and exit to the Facility. These are available to haulers; however, their use is not mandatory. The cost is \$25 per tag annually. Haulers must submit a list of equipment to the city for its records.

- i. The total for all RFID tags will be billed annually to the hauler's account. Invoice will be Net 30 days from time of billing. Subject to a late fee of ten percent (10%) of amount owed should the invoice not be paid by the due date.
- ii. Replacement RFID tags will be an additional \$25 per tag, billed at the next billing cycle to the hauler's account.

3. Disposal of Waste Generated Outside the City

- a. Rates for Disposal: The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by KL Dumpsters LLC, shall be the Fort Smith published rates.
- b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982- 84 = 100.0)

- c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).
4. **Permit:** This Agreement shall constitute a permit issued by the City to KL Dumpsters LLC, pursuant to Section 25-321 of the Fort Smith Code of Ordinances.
5. **Billing and Payment:** KL Dumpsters LLC shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.
6. **Compliance with Laws:** All waste provided by KL Dumpsters LLC to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that KL Dumpsters LLC delivers waste to the Facility that does not conform to the identified regulations and requirements KL Dumpsters LLC shall be responsible for any cost incurred by the City in the treatment, handling and/or removal and proper disposal of the non-conforming waste.
7. **Obstruction of Streets and Highways:** The Franchisee agrees to comply with Division 2, Sections 24-121 through 24-145 of the Fort Smith Code of Ordinances, and to obtain any permits required for obstructions of public streets or highways from the Fort Smith Police Department.
8. **Vehicles**
 - a. **License:** All vehicles utilized by KL Dumpsters LLC to deliver solid waste to the Facility pursuant to this Agreement shall have a current hauler's license issued by the Sebastian County Regional Solid Waste Management District.
 - b. **Covered Loads:** All solid waste delivered by KL Dumpsters LLC to the Facility pursuant to this Agreement, shall be delivered in vehicles in which all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from the point of location to the point of disposal at the Facility.
9. **Inspection of Records:** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. KL Dumpsters LLC acknowledges that it will comply with reasonable requests of the City for information regarding the types and amounts of solid waste being disposed of at the Facility, as well as the location of the collection of the waste, as relevant to this Agreement.
10. **Dispute Resolution:** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives be held. Such meeting shall be held

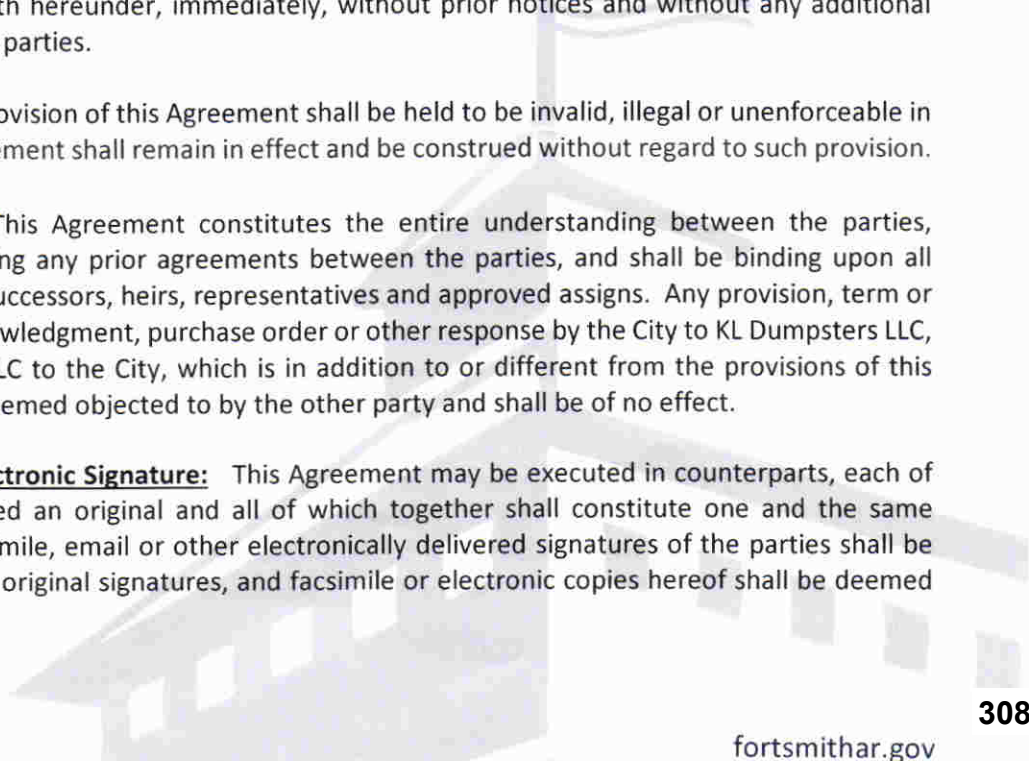
within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.

11. **Term:** This permit and agreement shall have a term of two (2) years from the date of execution.
12. **Choice of Law:** This Agreement shall be governed by the laws of the State of Arkansas.
13. **Assignment:** The provisions of this Agreement are not assignable by either party without the prior, written consent of the other party.
14. **Revocation of franchise:**
 - a. The Board of Directors may revoke any solid waste collection franchise if the franchisee:
 - i. Fails to comply with any provision of this article, any other city ordinance, or any state or federal law applicable to the collection and disposition of solid waste material
 - ii. Makes a false statement in the application or in a hearing concerning the solid waste collection franchise; or
 - iii. Fails to pay a fee required by the article at the time it was due
 - b. Before revoking a franchise under subsection (a) above, the Director of Solid Waste Services shall notify the franchisee in writing that the franchisee is being considered for revocation. The notice must include the reason for the proposed revocation, and a statement that the franchisee has ten (10) days to comply with the notice.
 - i. Franchise shall be revocable upon ten (10) days' notice by the City when, in the opinion of the Director of Solid Waste Services, the work being performed by KL Dumpsters LLC is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.
 - c. Should a franchisee have its franchise revoked, the franchisee may be granted a period of time, up to a maximum of six (6) months, by the Director of Solid Waste Services to conclude its solid waste business in the City of Fort Smith, as long as the franchisee continues paying the set franchise fee and maintains the required insurance requirements.
15. **Non-transferability:** A solid waste collection franchise issued to one (1) person may not be transferred to another person without authorization by the Board of Directors.
16. **Indemnification:** KL Dumpsters LLC agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from KL Dumpsters LLC operations hereunder. Provided, however, that KL Dumpsters LLC shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.
17. **Insurance:** KL Dumpsters LLC shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Before commencement of work under this Agreement, KL Dumpsters LLC agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has been

procured and is in force. For the purpose of this Agreement, KL Dumpsters LLC shall carry the following types of insurance in at least the amounts specified below, with the City of Fort Smith named as certificate holder:

Worker's Compensation	
Coverage A	Statutory
Coverage B	Employer's Liability
	\$1,000,000 per injury
	\$1,000,000 total for injury
	\$1,000,000 total for disease
General Liability	
Each occurrence	\$1,000,000
Damage to rented premises per occurrence	\$300,000
Medical Expense (any 1 person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Other: Products-Completed Operations	\$2,000,000
Automobile	
Combined Single Limit (per accident)	\$1,000,000
Umbrella	
Each occurrence	\$2,000,000
Retention	\$10,000

18. **Force Majeure:** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of waste at the Facility or, (iii) limit the ability of or prohibit KL Dumpsters LLC, from delivering waste to the Facility, KL Dumpsters LLC shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.
19. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
20. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to KL Dumpsters LLC, or by KL Dumpsters LLC to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.
21. **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed



to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

22. **Notices:** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered, and a signed receipt is obtained. Such notice should give the following:

If to the City: City of Fort Smith
Director of Solid Waste Services
5900 Commerce Rd
Fort Smith, AR 72916
(479) 784-2350

If to: KL Dumpsters LLC
PO Box 518
Lavaca, AR 72941
Lee Walchli
479-434-6834

This Agreement is executed as of this ____ day of _____, _____, by the authorized representatives of the parties.

CITY OF FORT SMITH, ARKANSAS

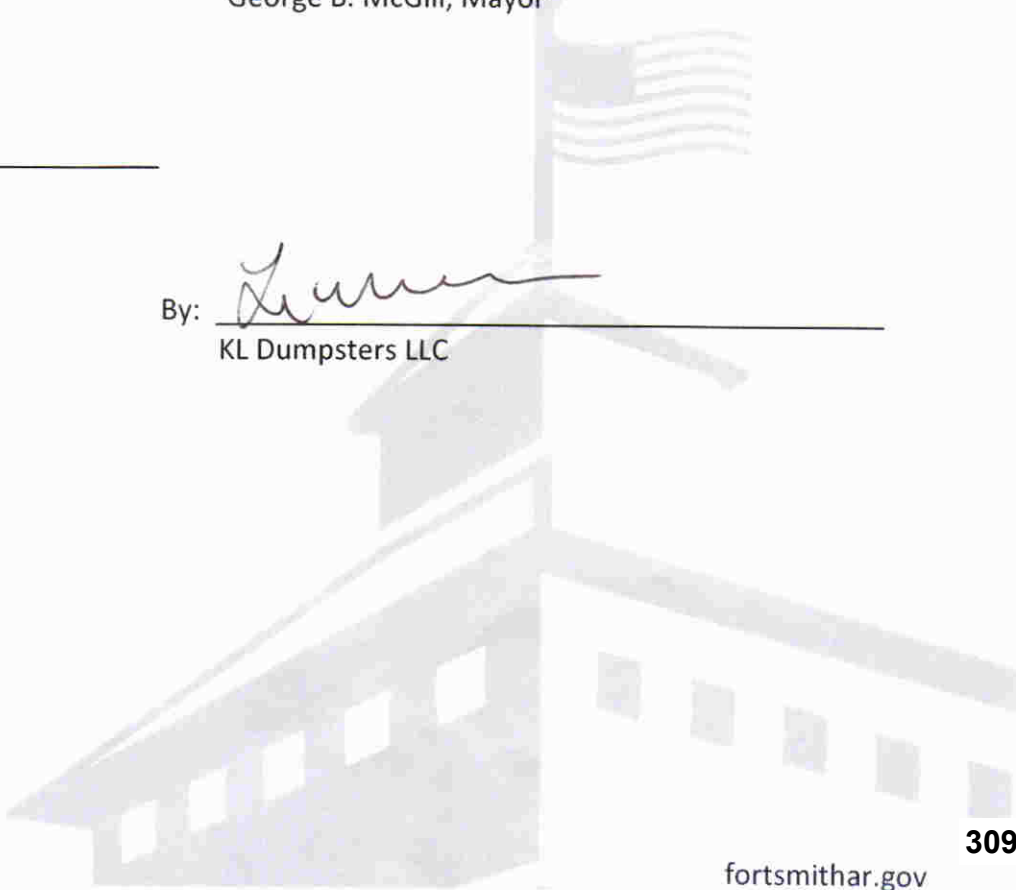
By: _____
George B. McGill, Mayor

ATTEST:

City Clerk

By: 

KL Dumpsters LLC





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2026

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

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

PRODUCER		CONTACT NAME: Kelton Inge	
Inge Insurance Inc 19 Pointer Trail West Van Buren AR 72956		PHONE (A/C, No, Ext): (479) 262-6366	FAX (A/C, No):
		E-MAIL ADDRESS: kelton@ingeinsurance.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
KL Dumpsters, LLC PO BOX 277 LAVACA AR 72941-0461		INSURER A: Burlington	NAIC #
		INSURER B: Progressive	
		INSURER C: Kinsale	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		INSD	WVD				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NN51474732-01	04/29/2025	04/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	957222471	04/06/2025	04/06/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR DED RETENTION \$	Y	Y	UMB45517-01	04/29/2025	04/29/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Exempt			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Due to no employees or payroll under KL Dumpsters, LLC there is no workers compensations available or written under the business

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Smith - Solid Waste Services

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelton Inge

CITY OF FORT SMITH, ARKANSAS
OFFICE OF DEVELOPMENT SERVICES
623 Garrison Avenue, Fort Smith, AR 72901
(479)784-2299 | businesslicense@fortsmithar.gov

BUSINESS REGISTRATION

Business Name: KL DUMPSTERS LLC
DBA: KL DUMPSTERS LLC

Business Type(s): 562111 - Solid Waste Collection

Business Location: 1004 CENTRAL AVE
CENTRAL CITY, AR 72941

Mailing Address: PO BOX 277
LAVACA, AR 72941

Owner: BUTCH LEE WALCHLI

License Number: BL007203-2024

License Type(s): Contractor's office

Issued Date: April 29, 2026

Classification: Occupational Business

Expiration Date: April 29, 2027

- (1) Business Registrations are non-transferrable and must be posted in a conspicuous place in the licensed business location. To keep this registration valid as issued, it is your responsibility to keep it current.
- (2) This license does not authorize a business to operate in conflict with the laws of the City of Fort Smith (inclusive of zoning regulations) or the State of Arkansas.
- (3) A change in business location, classifications, or ownership will necessitate a new license application process.

TO BE POSTED IN A CONSPICUOUS PLACE

KL DUMPSTERS

2026

SCR SWMD

000579

HAULERS PERMIT



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Wes Milam, Director of Public Safety Communications (RVCC)
DATE: March 26, 2026
SUBJECT: Purchase of Motorola radio equipment and services for 911 PSAP consolidation

SUMMARY

In preparation for the July 2026 PSAP consolidation, the systems and processes of each PSAP were inventoried in order to determine the needs of each center and prepare the Fort Smith center to be a unified dispatch center for Sebastian County. Upon completion of this inventory, it was determined that radio communications relocation was a primary need among the many needs to prepare for consolidation. This led to discussion with Motorola technicians on how best to approach a solution.

The attached proposal from Motorola represents the costs needed to move three MCC-7500 Radio consoles, server/network preparation, reprogramming, civil defense siren activation, and paging to the Fort Smith PSAP. This will allow the center to be fully integrated into the Sebastian County AWIN simulcast, with provision made to improve our backup operations infrastructure should network connectivity become an issue, allowing communication between all public safety agencies in Sebastian County despite loss of connectivity outside the AWIN simulcast. All radio communication, paging, and alerting systems currently in place in Sebastian County and Fort Smith will be unified into the RVCC as outlined in the Interlocal Agreement approved in December 2024. This expense will result in increasing the six (6) operational dispatch consoles at Fort Smith to nine (9) operational dispatch consoles and allow for the consolidation of staff to occur on July 6.

I respectfully request authorization for this purchase, as this expense represents a need that must be accomplished well before the unification occurs to be able to perform the minimum required tasks for a unified center. The expense has been reviewed and approved as an eligible consolidation expense by the Arkansas 911 Board, approved by the RVCC 911 Governing Board during its March 26th regular meeting, and reviewed at the Board's March 31 study session.

Please contact me with questions regarding this agenda item.

ATTACHMENTS

1. [Item_2625_Resolution_Motorola.pdf](#)
2. [Motorola PSAP Consolidation.pdf](#)

FISCAL IMPACT: \$272,043.23

BUDGET INFORMATION: Budgeted / Public Safety Communications - 911 Fund

RESOLUTION NO _____
A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
ENTER AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. TO
PURCHASE RADIO COMMUNICATION EQUIPMENT FOR THE RIVER
VALLEY COMMUNICATIONS CENTER

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

Section 1: Motorola Solutions, Inc. is an approved vendor under the Sourcewell
Cooperative Purchasing contract # 020625-MOT for the communications and technology
subcategory of Public Safety.

Section 2: The agreement with Motorola Solutions, Inc., incorporated herein by
reference, for the purchase of radio communication system equipment in the amount of
\$272,043.23 is hereby approved.

Section 3: The Mayor, his signature being attested by the City Clerk, is hereby
authorized to execute the Agreement approved by Section 2.

This Resolution adopted this ____ day of April, 2026.

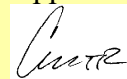
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



Services Installation Agreement

Fort Smith, City of

Ft Smith PSAP Consolidation

March 9, 2026

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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2025 Motorola Solutions, Inc. All rights reserved.

Motorola Solutions, Inc.
500 West Monroe Street
Chicago, IL 60661
U.S.A.

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Motorola Solutions, Inc.
500 West Monroe Street
Chicago, IL 60661
U.S.A.

March 9, 2026

Director Wes Milam
City of Fort Smith
100 South 10th Street
Fort Smith, AR 72901

Subject: River Valley Consolidated Communications (RVCC) PSAP Console Consolidation

Dear Dr. Milam,

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide the City of Fort Smith with quality communications equipment and services. The Motorola project team has taken great care to propose a solution for the River Valley Consolidated Communications Public Safety Answering Point (RVCC PSAP) that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this request, our solution combines hardware, software, and services. Specifically, this solution is for the consolidation of dispatch operations at the Fort Smith Police Department and provides:

- **MCC7500 VPM Console Integration:** Relocation and merging of three (3) existing consoles from Sebastian County with the seven (7) existing consoles at Fort Smith PD for a total of ten (10) positions.
- **Backup FNE Enhancement:** Relocation of Sebastian County XTL5000 consolettes and the provision of new APX8500 consolettes to integrate with the existing backup Fixed Network Equipment.
- **Site Decommissioning:** Comprehensive removal of remaining FNE and microwave equipment at the Sebastian County site, including the decommissioning of roof-mount transceivers and dishes.
- **VHF Paging System Migration:** Relocation and replication of the existing VHF Paging System to the Fort Smith Police Department.
- **Professional Services:** Dedicated project management, on-site installation, migration, and configuration services to ensure a seamless transition to the consolidated PSAP.

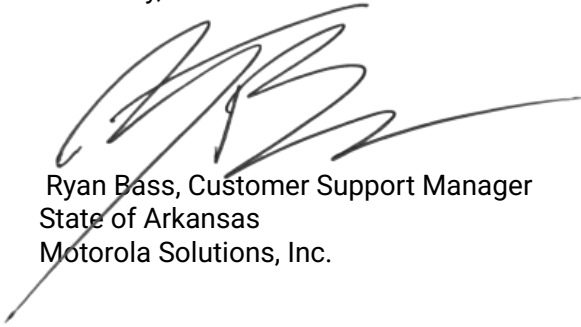
This proposal consists of this cover letter, the Motorola Solutions Customer Agreement (MCA), and its Exhibits. This proposal shall remain valid for 60 days from the date of this cover letter. The City of Fort Smith may accept the proposal by delivering to Motorola the MCA signed by an authorized signatory. Alternatively, Motorola would be pleased to address any concerns the City of Fort Smith may have regarding the proposal.

Any questions regarding this proposal can be directed to Ryan Bass, Customer Support Manager at 443-880-2044, (ryan.bass@motorolasolutions.com).

Motorola Solutions, Inc.
500 West Monroe Street
Chicago, IL 60661
U.S.A.

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

Sincerely,



Ryan Bass, Customer Support Manager
State of Arkansas
Motorola Solutions, Inc.

Support Description

Hardware Coverage and Warranty

New hardware is covered under the manufacturer's warranty for the first **1 year**. Following this warranty period, the equipment will be maintained under the existing **Advanced Services** agreement. This coverage applies to Motorola-manufactured infrastructure and select third-party infrastructure supplied by Motorola.

Overview of Advanced Services Coverage

The Advanced Services program provides a comprehensive sustainment plan for fixed network infrastructure at the core, RF, and dispatch sites. Core elements of this coverage include:

Managed Detection and Response (MDR): 24/7 security monitoring by specialized SOC analysts to identify and mitigate network threats.

Network Event Monitoring: Continuous real-time fault monitoring and event management to initiate rapid responses to network incidents.

ASTRO Connectivity Service (ACS): Provision of secure link connections required to deliver the managed services in the SOW.

Remote Technical Support: 24/7 telephone consultation with specialists for diagnosing and resolving infrastructure issues.

Network Hardware Repair: Repair services for infrastructure components at authorized depots, including the coordination of repair logistics.

Security Update Services: Pre-testing of third-party security updates for compatibility and remote delivery/installation of these patches.

On-Site Infrastructure Response: Dispatch of local qualified technicians to diagnose and restore the network based on defined incident priorities.

Annual Preventive Maintenance: Scheduled operational testing and alignment to ensure equipment complies with manufacturer specifications.

Pricing Summary

PSAP Consolidation	Price
Hardware: MCG 8000 x2 with Power and Interface	\$19,712.00
Hardware: APX 8500 Consolettes (7/800 x4; V/U/7/800x2)	
with all Licensing and Accessories	\$71,040.96
Services: Installation, Integration, and Optimization	\$157,688.35
Subtotal	\$248,441.31
Estimated Sales Tax (9.5%)	\$23,601.92
Total	\$272,043.23

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Service Statement of Work

In response to the City of Fort Smith's request, Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the following proposal for a consolidated dispatch console system for the City and Sebastian County's referred to as the River Valley Consolidated Communications Public Safety Answering Point (RVCC PSAP).

Ft Smith has an existing seven-position MCC7500 VPM console site at the Ft Smith Police Department, located at 100 South 10th Street Ft Smith, AR 72901. They would like to relocate three (3) MCC7500 VPM consoles from the existing Sebastian County location at 800 South A Street Ft Smith, AR 72901, MCC7500 VPM console site, and merge them with the Ft Smith PD site, for a total of ten (10) MCC7500 VPM consoles. In addition to the consoles, Sebastian County will relocate (3) XTL5000 consolettes and merge them with the backup FNE at the Police Department. Ft Smith would also like to purchase additional APX8500 consolettes to integrate with their existing backup FNE.

Once the console and backup system have been migrated, the remaining FNE and microwave equipment at the Sebastian County console site will be decommissioned. This includes removing the roof-mount transceivers and dish from Sebastian County and the dish and transceivers from the Police Department tower. Lastly, the existing VHF Paging System will be relocated from Sebastian County and installed or replicated at Ft Smith Police Department.

1.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

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

1.1 City of Fort Smith Responsibilities

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

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all required licensing, site access, and permitting for project implementation.
- Obtain frequencies for the project as required.

- Provide required system interconnections
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all Fort Smith vendors or other contractors.

1.2 Caveats/ Assumptions

This proposal is based on the following list of assumptions:

- This design is based on AWIN's current ASTRO 25 system release, 2021.1
- The City of Ft Smith will provide adequate power, HVAC systems, and rack space at the Dispatch Center to support all hardware in accordance with R56 standards.
- The City of Ft Smith will be responsible for providing accessibility to the site during installation.

Motorola Solutions Customer Agreement

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

1. Agreement.

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

2. Definitions.

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

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

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

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

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

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

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

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

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

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

“Equipment” means hardware provided by Motorola.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Products and Services.**

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

3.2. **Services.**

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

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

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

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

3.2.5. **Professional Services**

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

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

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

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

- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first

applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**.”) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than sixty (60) days prior to commencement of the Renewal Subscription Year.

- 4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.
- 4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.
- 4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. **Payment, Invoicing, Delivery and Risk of Loss**

- 5.1. Subject to funding not being appropriated, the Contract Price of \$_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

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

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

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

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

Name: _____
 Address: _____
 Phone: _____

E-INVOICE. To receive invoices via email:

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

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

Name: _____
 Address: _____

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

Name: _____
Address: _____
Phone: _____

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

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

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

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

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

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

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the “**Warranty Period**”).

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) (“SwSP”). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“Claim”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit

for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

9. Limitation of Liability.

- 9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.
- 9.2.** EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY

DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than three (3) years after the date of accrual of the cause of action.

10. Confidentiality.

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

11. Proprietary Rights; Data; Feedback.

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

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

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material

issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

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

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. **Disputes**. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Fort Smith, Arkansas, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing

or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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

Motorola Solutions, Inc.

By:  _____

Name: Ryan Bass _____

Title: ___ Customer Support Manager ___

Date: ___ 3/24/2026 ___

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Andrew Richards, CFO
FROM: Danny Baker, Chief of Police
DATE: March 26, 2026
SUBJECT: Environmental Systems Monitoring Software and Devices

SUMMARY

In 2024, the police department replaced at substantial expense (\$300,000) the cooling tower associated with various heating and cooling systems at the police headquarters. This, and other environmental control systems that service the building, require constant, close monitoring for efficiency and maintenance needs. Failure to adequately monitor these systems for proper function and operation will eventually result in costly repairs and replacement of damaged equipment, create unsafe conditions for service personnel, and shorten the serviceable life of said equipment.

The existing Building Automation and Energy Management System has far exceeded its effective service life, lacking modern monitoring, remote access, and diagnostic capabilities and places our environment control systems at risk.

As approved with our 2026 Capital Improvement Plan, the police department seeks authorization to proceed with the purchase of an Alerton IBEX Building Automation and Energy Management System utilizing the police department's allocation of Sales and Use taxes.

The purchase from Northwest Controls qualifies as a sole-source purchase, is in accordance with applicable laws and policies, and has been reviewed and approved as appropriate by the COFS Purchasing Manager.

ATTACHMENTS

1. [Resolution \(26\).pdf](#)
2. [Supporting Documents.pdf](#)

FISCAL IMPACT: \$142,900.00
BUDGET INFORMATION: Budgeted / Police - 1/8 Sales and Use Tax

RESOLUTION NO. _____

A RESOLUTION ACCEPTING PROPOSAL FOR AND AUTHORIZING THE CITY ADMINISTRATOR TO PROCEED WITH THE PURCHASE OF ALERTON BUILDING MAINTENANCE SOFTWARE FROM NORTHWEST CONTROLS SYSTEMS, INC.

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

Section 1: The proposal of Northwest Controls Systems, Inc. for Alerton building maintenance software for the Police Department, submitted through the State Cooperative Purchasing Program as authorized by Ordinance No. 93-05, in the total amount of \$142,900.00, which is to be paid from budgeted funds from the Sales Use and Tax fund account, is hereby accepted and approved.

Section 2: The City Administrator is hereby authorized to proceed with the procurement approved by Section 1 hereof.

This Resolution adopted this ____ day of _____, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:




No publication required



FORT SMITH POLICE DEPARTMENT

MEMORANDUM

To: Chief Danny Baker
From: Captain Dillon Harris 
Subject: Energy Management Software
Date: February 19, 2026

Recipient Response:

Funds were approved by the Fort Smith Board of Directors during the 2026 Budget process as part of the Capital Improvement Plan for the Fort Smith Police Department to purchase a building automation and energy management system. The amount approved for the software was \$143,000. The funds have already been allocated to that account and are currently located in the Sales Use and Tax fund. The funding for this purchase will come from the Sales Use and Tax fund account 47091120-531300. The department would like to purchase an Alerton IBEX building automation and energy management system for \$142,900.

This software is only available through approved Alerton Dealers, and Northwest Controls is the only approved Alerton Dealer servicing Arkansas and Oklahoma. Purchasing reviewed this packet and a sole-source letter provided by Alerton and approved this as a sole-source purchase.

The current building automation system at the Fort Smith Police Department Headquarters is more than 20 years old and has exceeded its effective service life. It lacks modern monitoring, remote access, and diagnostic capabilities necessary to efficiently manage facility systems.

In 2024, the department invested over \$300,000 in replacing the facility's cooling tower and boiler systems. Implementing the IBEX platform will allow us to properly monitor, control, and protect that investment. The system will provide real-time diagnostics, automated alerts, energy optimization, and secure remote access for our Lead Building Engineer. These capabilities will reduce downtime, improve operational efficiency, and support proactive maintenance.

Upgrading to a modern building automation system is a necessary step to protect capital assets, improve energy management, and ensure reliable operation of a critical public safety facility.

Service Honor Integrity Education Legacy Dedication

*Jason W. [Signature]
 Recommended Approval
 2-23-26*

Alerton Building Automation Controls
1405 Xenium Lane Suite #230
Plymouth, MN 55441

April 26th, 2024

To whom it may concern.

This Letter will serve to confirm the status of Alerton's Dealer coverage for Arkansas and Oklahoma.

Alerton Control Systems, a subsidiary of Honeywell, are only available through approved Alerton Dealers.

Northwest Controls is the only approved Alerton Dealer servicing Arkansas and Oklahoma.

Northwest Controls is authorized to sell, install and service Alerton systems in these markets. Additionally, customer service, training, and warranty service for Alerton systems is only available through approved Alerton dealers. Northwest Controls has Alerton factory-trained personnel on staff and has access to proprietary products and information that are part of the Alerton Building Management System.

Northwest Controls has the management, financial and technical resources necessary to install and provide exceptional service for the customers that they serve. Northwest Controls has successfully completed the certified factory-training classes provided for the Alerton Systems. This comprehensive training makes Northwest Controls a highly qualified provider of Alerton systems.

Thank you for your interest in Alerton and Northwest Controls. We appreciate the opportunity to serve the needs of your facilities. It is our goal to help you to achieve the performance goals for your facilities and to maintain your system at the highest standards.

Please let me know if you have any additional questions. I can be reached at 316-755-8958.

Sincerely,
Tony Vincent
Alerton Senior Sale Manager
anthonys.vincent@honeywell.com

DH
2-19-26



RE: Resolution/Ordinance?

From Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

Date Tue 2/17/2026 3:06 PM

To Harris, Dillon (Capt) <dillon.harris@Fortsmithpd.org>

Good afternoon Capt Harris
Apologies, I was out yesterday and still catching up. **The sole source is good.**



Zachary Shaver

Purchasing Technician

City of Fort Smith, Arkansas

623 Garrison Ave, Fort Smith, AR 72901

P: 479-784-2268 | F: 479-784-2272 | E: zachary.shaver@fortsmithar.gov

If you are interested in registering to become a vendor or view key information and business records pertaining to your account, you can do so using the [Vendor Self-Service Portal](#).

From: Harris, Dillon (Capt) <dillon.harris@Fortsmithpd.org>

Sent: Monday, February 16, 2026 12:15 PM

To: Ann Creekiller <Ann.Creekiller@FortSmithAR.gov>

Cc: Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

Subject: Re: Resolution/Ordinance?

No problem at all! Thanks for the quick response. I know you guys get a ton of emails and stay busy. It happens.

From: Ann Creekiller <Ann.Creekiller@FortSmithAR.gov>

Sent: Monday, February 16, 2026 12:14 PM

To: Harris, Dillon (Capt) <dillon.harris@Fortsmithpd.org>

Cc: Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>

Subject: RE: Resolution/Ordinance?

Capt. Harris –

I am so sorry, I did that thing where I replied back to Zack and not everyone else.

It looks fine to me if Zack doesn't have any problems with the sole source.

I apologize for the delay.

DH 2-19-26

Thank you,

Ann

From: Harris, Dillon (Capt) <dillon.harris@FortSmithpd.org>
Sent: Monday, February 16, 2026 12:02 PM
To: Ann Creekkiller <Ann.Creekkiller@FortSmithAR.gov>
Subject: Fw: Resolution/Ordinance?

Good Afternoon,

I'm sure you're busy like everyone else. Just wanted to follow up with you on this and see if you've had time to look it over. If so, is there anything I need to provide you or that I need to get? I know I will need to get an updated quote. Thanks!

From: Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>
Sent: Friday, February 6, 2026 2:03 PM
To: Harris, Dillon (Capt) <dillon.harris@FortSmithpd.org>
Subject: RE: Resolution/Ordinance?

Good afternoon,

Thanks. I forwarded everything to Ann, our Contract Specialist, and she is taking a look at it first.



Zachary Shaver
Purchasing Technician
City of Fort Smith, Arkansas
623 Garrison Ave, Fort Smith, AR 72901
P: 479-784-2268 | F: 479-784-2272 | E: zachary.shaver@fortsmithar.gov

If you are interested in registering to become a vendor or view key information and business records pertaining to your account, you can do so using the [Vendor Self-Service Portal](#).

From: Harris, Dillon (Capt) <dillon.harris@FortSmithpd.org>
Sent: Friday, February 6, 2026 1:52 PM
To: Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>
Subject: Re: Resolution/Ordinance?

I forgot to attach the sole source letter as well. Sorry.

From: Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>
Sent: Friday, February 6, 2026 9:24 AM
To: Harris, Dillon (Capt) <dillon.harris@FortSmithpd.org>
Subject: RE: Resolution/Ordinance?

Good morning Capt Harris

I will look into this. Can you send me the name of the Software?

DA 2-19-26



Zachary Shaver
 Purchasing Technician
 City of Fort Smith, Arkansas
 623 Garrison Ave, Fort Smith, AR 72901
 P: 479-784-2268 | F: 479-784-2272 | E: zachary.shaver@fortsmithar.gov

***If you are interested in registering to become a vendor or view key information and business records pertaining to your account, you can do so using the [Vendor Self-Service Portal](#). ***

From: Harris, Dillon (Capt) <dillon.harris@Fortsmithpd.org>
Sent: Friday, February 6, 2026 8:56 AM
To: Shaver, Zachary <Zachary.Shaver@FortSmithAR.gov>
Subject: Resolution/Ordinance?

Good Morning,
 We had a software purchase in our CIP for \$143,000. It's basically a software for our building engineer to monitor the working systems throughout our building like the cooling tower, AC units, etc. I need to prepare a board packet. I was told to get with you for exactly what I will need? I'm sorry, I've never done one before. Thanks.

Captain Dillon Harris
 Support Services Division Commander
 Fort Smith Police Department
 Office: 479-709-5041

DH
2-19-26



3241 W. Huntsville Avenue, Springdale, AR 72762
 (479) 872-9000 * (479) 756-9866

To:	Mike Little	Project	Fort Smith Police Station BAS Upgrade
	Fort Smith Police Headquarters	Location	Fort Smith, AR
		Engineer	
		Sales Engineer	Josh Davis
		Date	February 19, 2026

We are pleased to quote the following controls on the above project:

- Demo existing Alerton IBEX devices
- Install Alerton VLC-550-E on 38 Water Source Heat Pumps.
- Demo and replace thermostats with MS4-TH, wall plate sensors where needed.
- Demo and replace 3K duct sensors on WSHPS and MAU.
- Install VLC-1188-E controllers on Make Up Air and Condenser water loop system
- Demo and replace immersion probes on condenser water loop.
- Install MS/TP rated communication wire to all updated devices.
- Provide computer with COMPASS 2.1 software upgrade.
- Any existing issues outside scope of project shall be discussed accordingly.
- One year parts and labor warranty

Pricing for the above items: **\$142,900.00 includes taxes**

Please let me know if you need any additional information.

Sincerely,

Josh Davis
NW Controls

All quotations and sales are made in accordance with the following terms and conditions:

- All quotations are valid for 30 days.
 - Terms are Net 30 days from date of the invoice.
 - Sales taxes and freight are NOT included in his quotation.
 - Our pricing is based on standard lead times from the factory. Any expedited orders may incur additional charges.
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THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states “No” to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is **not EDGAR compliant**. If the website states “View Doc” to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor’s compliance with 2 CFR 200 on the specified contract *to the extent a cooperative can do so*, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations (“EDGAR”). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically “EDGAR.” Each federal agency and its corresponding state “pass-through” agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of \$250,000 and greater. (See below). **This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.**

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over \$250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor’s offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 (“ARM Section 17”), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member’s three quote process **unless labeled with “No” as to EDGAR compliance**. See also ARM Section 17.84 addresses purchasing through a **“Third Party Cooperative that does not follow USDA Procurement Regulations”**. This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 [here](#).

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members’ benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members’ behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

The Interlocal Purchasing System

Purchasing Made Personal



Printed 3 March 2026

WWW.NWCONTROLS.COM



*Contract # 250105

Northwest Controls Systems Inc.

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	7631 Northshore Place	NAME Charlie Martin
CITY	North Little Rock	PHONE (866) 839-8477
STATE	AR	FAX (866) 839-8472
ZIP	72118	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AR | OK

Overview

Northwest Controls Systems, Inc. is a commercial heating, ventilating, and air conditioning mechanical service contractor and a full service controls contractor with offices headquartered in Springdale, AR, and satellite offices located in Little Rock, AR, and Tulsa, OK. We provide quality mechanical service on all major brands of heating, ventilating, and air conditioning equipment including McQuay, Trane, Carrier, York, Daikin, Desert Aire, and ABB drives. In addition, we provide building automation, automatic temperature control, and process control system engineering. In today's market we are proud of our integration capabilities that cover many systems like Rockwell Automation products, Wonderware, Liebert Site Scan, Square D, Siemens, and APC rack systems. We were established in 1990 as the Arkansas market representative for Alerton, Inc. Building Automation Systems and Direct Digital Controls. Alerton, Inc. is based in Lynnwood, WA with representatives throughout the United States and is a subsidiary of Honeywell Building Technologies. With extensive experience in mechanical heating, ventilating, and air conditioning service and building automation and temperature controls, our staff is uniquely qualified to handle your mechanical system and building automation needs for installation, maintenance, and service. Our heating, ventilating, and air conditioning system preventative maintenance programs are customized to meet the unique needs of each customer. Utilizing manufacturer's recommendations and our technical expertise, we custom design preventive maintenance programs to protect our customer's investments in their mechanical equipment while minimizing downtime and reducing repair and operating costs. Our systematic approach to building automation projects utilizes our overall expertise to its fullest. Whether the project is new construction, design and build, or a retrofit replacement of an existing system, we are able to provide economical building automation and automatic temperature control system solutions.

* Reference "TIPS Program" on PO.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
25010501	Comprehensive HVAC	03/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

25010501

DARYL PONSON	MANAGER	(501) 500-6579	DARYL.PONSON@NWCONTROLS.
PATRICIA LOWREY	ACCOUNTING	(501) 500-6579	PATRICIA.

Members since May 2013



4845 US Hwy 271N, Pittsburg, TX 75686 Tel 866-839-8477

May 30, 2013

City of Fort Smith
Alie Bahsoon
623 Garrison Ave, Ste 522
Ft Smith, AR 72901

RE: TIPS/TAPS MEMBERSHIP

Dear Ms. Bahsoon,

Thank you for joining The Interlocal Purchasing System (TIPS/TAPS). The Awarded Vendors have been notified of your new membership and are waiting to assist you with all your purchasing needs.

We invite you to visit the TIPS/TAPS website at www.tips-usa.com to view the most current listing of Awarded Vendors and Commodity Contracts. Enclosed in this packet are the following tools that we hope will help your organization to be successful in using the TIPS/TAPS Cooperative Purchasing Program:

- Copy of the Davis Bacon Act memo
- Purchasing instructions

If you have any questions about how to make a purchase, awarded vendors or pricing, please give me a call toll free at 866-839-8477.

Sincerely,

Kim Thompson

TIPS/TAPS Cooperative Coordinator
Region 8 ESC

PURCHASING INSTRUCTIONS

STEP 1

- Visit website: www.tips-usa.com/vlist.cfm
- contact vendor for TIPS/TAPS quote

STEP 2

- complete PO to Vendor

STEP 3

- Fax PO to TIPS/TAPS 866-839-8472

STEP 4

- payment of goods to Vendor



4845 US Hwy 271N, Pittsburg, TX 75686 Telephone 1-866-839-8477 FAX 1-866-839-8472

MEMORANDUM

To: All TIPS/TAPS Members & Vendors
From: Karen Whitaker, Deputy Executive Director – Administrative Services
Subject: TIPS/TAPS Notification of Davis-Bacon Act Requirements

The recent influx of federal ARRA funding to schools and governmental agencies across the country has resulted in many questions relative to federal wage and hour laws. Most specifically, concerns have arisen regarding the “prevailing wage” requirements associated with the Davis-Bacon and Related Acts (DBRA).

In an effort to ensure all TIPS/TAPS members and vendors are fully aware of these federal requirements, we are providing you with information related to this act. Please take the time to read this information. It is extremely important that these rules be followed when federal funds are used for contracts in excess of \$2,000 for the construction, alteration or repair (including painting and decorating) of public buildings or public works.

Rules associated with the Davis-Bacon act include:

- Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.
- Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency (school district, city, county, etc.). Records are submitted via the [WH-347](#) form.
- Contractors and subcontractors are required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon wage determinations are published on the [Wage Determinations On-Line](#) website for contracting agencies to incorporate them into covered contracts.

It is imperative that **contracting agencies (schools, cities, counties, etc.)** ensure the Davis-Bacon requirements are met by the contractors/subcontractors with whom they contract when federal funds are involved. It is the **responsibility of the contracting agency** to inform all contractors and sub-contractors that federal funds are being expended for the contracted project. a

It is the responsibility of **TIPS/TAPS awarded vendors** to ensure required documentation is submitted to the contracting agency as required by law. **Failure to comply with these requirements may result in a suspension of the vendor's TIPS/TAPS contract.**

For more details, assistance and to obtain copies of the required forms and posters, please visit the following website:

<http://www.dol.gov/whd/contracts/dbra.htm>

Please be aware that the Davis-Bacon Act requirements are not the only requirements that must be met by vendors and contracting agencies. Other requirements related to construction activities include: bonding, engineering, architectural and licensing. These requirements vary by state. TIPS/TAPS vendors and cooperative members should always work closely together to ensure all requirements are met as dictated by law.

If you have any questions related to this letter, please feel free to give us a call at 1-866-839-8477 or e-mail us at tips@reg8.net.

It is our constant endeavor to ensure the legal compliance of any TIPS/TAPS related purchasing activities. We appreciate your assistance in helping us to meet this goal.

Karen Whitaker
Deputy Executive Director-Administration
Region 8 Education Service Center