



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 March 17, 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 3, 2026 REGULAR MEETING

ITEMS OF BUSINESS

1. Resolution reinstating mosquito fogging operations by the Public Works Department (\$84,008.70 / Budgeted / Public Works - Street Maintenance Fund) ~ Rego/Good placed on agenda at the February 24, 2026 study session ~ (Public Works)
2. Ordinance amending the 2026 Operating Budget and authorizing the appropriation of unobligated Water and Sewer Operating Funds to purchase an additional mobile collection system (Public Works) ♦

3. Items regarding construction of waterslides at Parrot Island Waterpark: *(City Administrator)*
 - 3A. Resolution accepting the bid and authorizing the Mayor to execute a contract with Structural Systems, Inc. d/b/a SSI, Incorporated for site work, concrete, mechanical building and other structural components related to construction of waterslides at Parrot Island Waterpark (\$1,751,910.00 / Budgeted - General Fund Non-Departmental and Parks Sales and Use Tax Interest Earnings) ~ Kemp/Settle placed on agenda at the March 10, 2026 study session ~ *(City Administrator)*
 - 3B. Resolution accepting the bid and authorizing the Mayor to execute a contract with Clarity Pools, LLC for aquatics components related to construction of waterslides at Parrot Island Waterpark (\$664,200.00 / Budgeted - General Fund Non-Departmental and Parks Sales and Use Tax Interest Earnings) ~ Kemp/Settle placed on agenda at the March 10, 2026 study session ~ *(City Administrator)*
4. Resolution approving and authorizing the Mayor to execute a management services agreement with American Resort Management and Sebastian County for operation of Parrot Island Waterpark for the 2026 operating season; directing a request for proposals for such services in subsequent years be conducted; and for other purposes ~ Settle/Good placed on agenda at the March 10, 2026 study session ~ *(City Administrator)*
5. Resolution accepting and authorizing implementation of the 2026 Prioritized Capital Improvement Plan for Water *(Engineering)* ♦
6. Resolution authorizing the 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) *(Engineering)* ♦ ●
7. Resolution approving and authorizing the Mayor to execute an agreement with TREKK Design Group, LLC for providing engineering services associated with the 2025 SSA Basin 12, Sub-Basin P006, Project No. 25-14-ES1 (\$766,933.03 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) *(Engineering)* ♦ ●
8. Resolution approving and authorizing the Mayor to execute an agreement with RJN Group, Inc. for providing engineering services associated with the B Street South Sewer Upgrades, Project No. 21-19-ED2 (\$99,960.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) *(Engineering)* ♦ ●
9. Consent Agenda
 - 9A. Resolution approving and authorizing the execution of a memorandum of understanding between the City of Fort Smith, Arkansas and Methodist Nursing Home of Fort Smith, Inc. d/b/a Methodist Village Senior Living regarding the 2025 Transportation Alternatives Program *(City Administrator)* ♦
 - 9B. Resolution accepting award of Federal-Aid Transportation Alternatives Program funds for the Fort Smith Methodist Village Connector Trail *(City Administrator)* ♦

- 9C. Resolution accepting bids and authorizing the purchase of two (2) one-ton trucks with utility service beds for the Drainage Program in the Public Works Department (\$117,520.00 / Budgeted / Public Works - Capital Replacement Fund) (Public Works) ♦
- 9D. Resolution accepting bid and authorizing a contract with Steve Beam Construction, Inc. for construction of Creekmore Park Tennis Courts Improvements (\$1,212,950.70 / Budgeted / Parks and Recreation - 1/8% Sales and Use Tax) (Parks & Recreation) ♦
- 9E. Resolution accepting bid and authorizing a contract with Goodwin & Goodwin, Inc. for construction of Cisterna Park Pumphouse Improvements (\$138,698.00 / Budgeted / Parks and Recreation - 1/8% Sales and Use Tax) (Parks & Recreation) ♦
- 9F. Resolution accepting bids and authorizing the purchase of seventeen (17) primary police vehicles with associated up-fitting equipment, Motorola Radios, and Axon Cameras (2026 CIP) (\$1,298,630.69 / Budgeted / Police - 1/8 Cent Sales and Use Tax & Court Vehicle Earmark Funds) (Police)

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

ADJOURN



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Matt Meeker, PE, Director of Public Works
DATE: March 11, 2026
SUBJECT: Reinstatement of Mosquito Fogging Operations

SUMMARY

On April 30, 2025, the Board of Directors approved a resolution to discontinue mosquito fogging operations. In the months following that decision, the Board received numerous complaints that the program was no longer available.

Per the Board's request, this topic was revisited during the February 24, 2026, Study Session. During that meeting, Directors Rego and Good requested that a resolution to reinstate mosquito fogging operations be placed on the March 17, 2026, regular meeting agenda. Said resolution is attached. If approved, mosquito fogging operations will resume annually with a start date no later than May 1st and an end date no sooner than September 30th.

The distribution of larvicide pellets for bodies of standing water shall also continue as needed. If you have any questions or concerns, please let me know at your earliest convenience.

ATTACHMENTS

1. [Resolution-Mosquito_Control_Program_2026.pdf](#)

FISCAL IMPACT: \$84,008.70
BUDGET INFORMATION: Budgeted / Public Works - Street Maintenance Fund

RESOLUTION NO. _____

**A RESOLUTION REINSTATING MOSQUITO FOGGING OPERATIONS
BY THE PUBLIC WORKS DEPARTMENT**

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

SECTION 1: Public Works Department staff are directed to reinstate annual mosquito fogging operations.

SECTION 2: Each year, mosquito fogging operations shall begin no later than May 1st and end no sooner than September 30th.

SECTION 3: Distribution to the public of larvicide pellets for areas of standing water shall continue as needed.

This Resolution adopted this _____ day of March, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Matt Meeker, PE, Director of Public Works
DATE: March 11, 2026
SUBJECT: Mobile Collection System Purchase

SUMMARY

The Public Works Department is requesting approval of a budget amendment ordinance to purchase a backup mobile collection system (a radio-read drive-by unit for meter reading). The three systems the department currently has are used daily and are essential to efficient, accurate monthly billing. When a unit requires maintenance, it has a significant impact on the department's meter reading capabilities, slowing the process down, and increasing the workload on employees. A backup unit will help the department maintain billing continuity while existing units are sent to the manufacturer for necessary maintenance, repairs, and firmware updates.

Purchasing this unit will require a transfer of \$40,000.00 from the unrestricted fund balance of the Water and Sewer Operating Fund. Given recent heavy equipment purchases that came in \$151,621.18 under budget, more than enough funds are available to cover the cost of this equipment.

I am recommending that the Board approve the attached ordinance that amends the 2026 Operating Budget and transfers the funds necessary to purchase this equipment. This purchase 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).

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

ATTACHMENTS

1. [03-17-26_Item_ID_2615-_Public_Works_Equipment.pdf](#)
2. [Mobile Collection System \(MC4\) Spec Sheet.pdf](#)

ORDINANCE NO. _____

ORDINANCE AMENDING THE 2026 OPERATING BUDGET AND AUTHORIZING THE APPROPRIATION OF UNOBLIGATED WATER AND SEWER OPERATING FUNDS TO PURCHASE AN ADDITIONAL MOBILE COLLECTION SYSTEM

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

WHEREAS, the Public Works Department requires a backup mobile collection system to maintain efficient and accurate billing when an existing unit is sent to the manufacturer for maintenance and firmware updates; and

WHEREAS, the City of Fort Smith Finance Department finds it necessary to amend the operating budget for the purchase of an additional mobile collection system for reading water meters.

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 Water and Sewer Fund Balance as follows:

| Account | Current Budget | Adjustment | Revised Budget |
|---|----------------|------------|----------------|
| Expenditures | | | |
| 56100000 - 531600 Capital Outlay Other Equipment | \$ - | \$ 40,000 | \$ 40,000 |
| Appropriation of Water and Sewer Operating Fund Balance | | \$ 40,000 | |

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



CITY ATTORNEY



Mobile Collector Generation 4

Mobile Collection Systems

The Itron MC4 series is the latest generation in drive-by data collection and mobile command and control from Itron. The MC4 series includes multiple models designed to meet your specific needs.

HIGH-PERFORMANCE COMMUNICATIONS FOR THE MOST DEMANDING APPLICATIONS

Mobile Collector 4 Max, Mobile Collector 4 Pro and Mobile Collector 4 Core

Performance and portability are combined with Itron's patented GPS mapping for meter reading, two-way wireless radio communications and compatibility with Itron's latest generation mobile collection apps. The MC4 series provides improvements in a utility's operational efficiencies, regardless of the type or size of their service – streamlining business processes and reducing costs associated with meter reading operations and service delivery, enhancing customer service and improving employee safety.

The MC4 series of mobile collectors will ensure you continue to benefit from your investment in Itron Advanced AMR meters and ERTs through their 20-year life.

Itron ERTs set the standard for automated meter reading (AMR) when they were introduced in the 1980s. Itron continues to invest in the ERT product family and provides ever increasing benefits from these modules used for both AMR and AMI. Over the years, evolutions have occurred including Itron's introduction of datalogging, enhanced security, remote disconnect, and other Advanced AMR capabilities that were all enabled through Itron's highly efficient ERT communication protocols.

The MC4 series of mobile collectors provide the following:

- » All the safety, accuracy, and efficiency benefits that come with Itron AMR
- » “Drop-in” compatibility with Temetra Mobile and Itron Mobile for FCS
- » Basic AMR data collection for Billing and Tamper/Event monitoring
- » Advanced AMR capability for Datalogging, Remote Disconnect, and more
- » Itron’s latest radio designs with improved read sensitivity and range
- » Ever increasing app features including Itron’s patented Endpoint Tracking for finding lost and stolen meters

INTRODUCTION

Powered by Itron SRead™ radio technology, the MC4 Series can handle everything from basic consumption reads to the collection of interval data and performing other two-way communications with Itron’s advanced meters and ERTs for gas, water, and electricity. The MC4 Series eliminates the need for a dedicated vehicle by being small enough to easily transfer among drivers as necessary.

FUNCTIONALITY PROFILE

Depending on the selected model, MC4 has the capacity to store and process up to 30,000 or 100,000 meter reads per shift. The MC4 Series can also collect out-of-route readings used to fulfill off-cycle reading requests without dispatching a technician. The potential savings are substantial when compared to the few hundred meters read per day by a typical walk-by employee. Itron SRead radio technology offers increased read sensitivity, simultaneously listens to over 80 channels and can conduct up to 50 two-way communications simultaneously all to improve range and reduce route processing times.

GPS MAPPING

A built-in GPS receiver and on-board mapping software allow a user to see where the vehicle is in relation to the ERT modules and meters. Using the Windows apps from Itron, various icons indicate the completion status of each endpoint in addition to those accounts that take priority or require other special operations such as remote disconnect. A Microsoft Bing satellite view is available when the computer is connected to the Internet.

MC4CORE FEATURES

The MC4Core is Itron’s entry-level mobile collector. While affordable, the MC4Core contains a complete and powerful set of features that work with Itron ERTs, meters and sensors. These features are available in all MC4 models:

- » Collect gas, water and electricity current index reads for billing
- » Read “bubble-up” endpoints
- » Extract 40 days of daily or hourly interval data from advanced gas, water and electricity meters and ERTs
- » Perform real-time demand reset and extract TOU data from CENTRON Bridge and CENTRON R450 Advanced meters
- » Remote disconnect for gas, water and electricity services
- » Collect leak data from water ERTs equipped with acoustic leak sensors
- » Fulfill special read requests such as move-ins and move-outs
- » Daily data for customer service and billing disputes
- » Monthly gas balancing reads
- » Data to facilitate load studies and conservation programs
- » Data to support mid-cycle rate changes

- » Extract 40 days of daily, hourly or 15-minute interval data from CENTRON® Bridge and CENTRON R450 Advanced meters
- » Ability to process multiple routes simultaneously
- » Up to 30,000 in-route reads per shift
- » Up to 30,000 out-of-route reads per shift
- » GPS mapping for reduced drivetimes
- » Exceptional meter reading performance in a small size
- » Wired or wireless data transfer using any Internet connection

MC4PRO FEATURES

The MC4Pro includes all the features of the MC4Core plus these additional features:

- » Side looking radios to improve basic AMR read performance for reduced drivetimes and improved out-of-route read collection
- » Up to 100,000 in-route reads per shift
- » Up to 100,000 out-of-route reads per shift
- » GPS Endpoint Tracking for finding lost and stolen meters

MC4MAX FEATURES

The MC4Max includes all the features of the MC4Core and MC4Pro plus this additional feature:

- » Ability to read Itron’s legacy wake-up ERT modules including 40G/40GB/40E/45E/40W/50W

Customers who only deployed bubble-up ERT modules will get everything they need from the value priced MC4Core and MC4Pro. The MC4Max is only required by customers who continue to need the ability to read wake-up ERT modules.

MOBILE COLLECTOR 4 FEATURE COMPARISON MATRIX

| | MC4MAX | MC4PRO | MC4CORE |
|--|--------|--------|---------|
| Basic AMR for billing | ✓ | ✓ | ✓ |
| Advanced AMR (Datalogging, etc.) | ✓ | ✓ | ✓ |
| Mapping | ✓ | ✓ | ✓ |
| Out-of-Route Reads | ✓ | ✓ | ✓ |
| Side Looker Radios | ✓ | ✓ | ✗ |
| Endpoint Tracking | ✓ | ✓ | ✗ |
| Wakeup Transmitter for 40G/40GB/40E/45E/40W/50W ** | ✓ | ✗ | ✗ |

**Wakeup ERTs requiring a wakeup transmitter: All models of the 40G, 40W, 40E. These ERTs can be programmed in wakeup or bubble-up mode: All models of the 40GB, 50W, 45E

SPECIFICATIONS

Transmitter/Receiver Characteristics

- » Legacy wake-up transmitter: 952-956 MHz Licensed Frequency
- » Receiver: 908–924 MHz (ISM Band)
- » Two-way command transmitter: 908–924 MHz (ISM Band)
- » Transmitter power: 6.5 Watts peak
- » Output impedance: 50 ohms
- » Data integrity: verified in every message

Antenna Specifications

- » 5 dBi omni-directional whip mounted on base with built-in 3 dBi GPS antenna.
- » Optional Side Looker (left+right), 9.1 dBi Linear Directional antenna

Regulatory Information

- » Legacy wake-up transmitter, MAS band:
 - » FCC Part 101 compliance
 - » ISED RSS-119 compliance
- Two-way transmitter/receiver, ISM band:
- » FCC Part 15.247 compliance
 - » ISED RSS-247 compliance

Environmental

- » Operating temperature: -4°F to +122°F (-20°C to +50°C)
- » Storage temperature: -40°F to +160°F (-40°C to +71°C)
- » Humidity limits: 5 to 95% noncondensing relative humidity

Physical Dimensions

- » MC4 Series Radio: 13"W x 11.25"L x 2.75"H
- » Sled: 13"W x 19"L x 9.5"H
- » CF-33 Laptop: 11.9"W x 11.5"L x 2.9"H

Weight

- » MC4Max Radio: 10 lbs./ 4.5 kg
 - » Sled: 13.2 lbs. / 6 kg
 - » CF-33 Laptop: 8.2 lbs./ 3.7 kg
- MC4 Series comes complete with MC4 Series radio, mounting and wiring hardware, and optionally with Panasonic Toughbook or Toughpad computer.

Panasonic Computer (Optional)

- » Choice of fully rugged Windows 10 Toughbook or Toughpad computer from Panasonic. For details, see the respective Panasonic datasheet.

Power

- » Power supply: 12Volts DC vehicle power supply
- » Power consumption: 5 Amps maximum

Wiring Options

- » Permanent – Permanent wiring includes a through-the-roof antenna base and a fuse block power cable
- » Portable – Portable wiring includes a magnetic-mount antenna base and a vehicle accessory power cable

Mounting Options

- » Sled Mount – The Panasonic Toughpad vehicle dock comes attached to a sled that can be easily and safely installed on any seat in the vehicle.
- » Pedestal Mount – The Panasonic Toughpad comes with a vehicle dock that can be attached to a pedestal that is installed in the vehicle (note: the pedestal is not included).

Endpoint Compatibility*

All MC4 Models:

- » 100G gas ERT modules
- » Gen™5 500G Intelis Gas Meter
- » Gen™5 500G ERT® Module
- » Gen™5 500W ERT® Module
- » OpenWay Riva Intelis Gas Meter

- » OpenWay Riva 500G ERT® Module
- » OpenWay Riva 500W ERT® Module
- » 60W water ERT modules
- » 100W water ERT modules
- » Itron CENTRON Bridge electricity meters
- » Itron CENTRON R450 Advanced electricity meters
- » Itron CENTRON electricity meters equipped with R300 or R400 modules
- » Itron SENTINEL® electricity meters equipped with R300 modules

Additional Support with MC4Max

- » All legacy Itron ERT® modules
- » 40G / 40GB gas ERT modules
- » 40W / 50W water ERT Modules
- » 40E electric ERT modules

* Supported endpoints will vary across applications. Please consult the capabilities of the software app and version.



Join us in creating a more **resourceful world**.
To learn more visit **itron.com**

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MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: March 11, 2026
SUBJECT: Items regarding construction of waterslides at Parrot Island Waterpark

SUMMARY

In October, 2025 the city opened sealed bids for construction components related to the waterslide project. The bids received exceeded the estimated amount and the budgeted funds available for the project, so no bid was approved. In the weeks that followed staff worked with Director Kemp and a local contractor to review the scope of the project and develop the lowest possible cost for building the project. At the January 20, 2026 regular meeting, the Board of Directors adopted Ordinance No. 5-26 waiving competitive bidding and awarding two construction contracts related to the foundation and pumphouse portions of the waterslide project to the local contractor.

Such action directly led to action challenging the appropriateness of waiving competitive bidding for this purpose. Subsequently, during the Officials' Forum at the February 17 regular meeting the Board directed staff to place an ordinance rescinding Ord. No. 5-26 on the next regular meeting agenda and proceed immediately with advertising for bids for this project. The Board approved Ord. No. 10-26 at the March 3 regular meeting rescinding Ord. 5-26.

Following the Board's direction to re-bid this project, staff developed two scopes of work, one for the foundations, structures, and mechanical systems of the project, and one for the aquatics plumbing, pumps and pool equipment required for the project. Advertisement for bids on both scopes of work started on February 22, and bids were opened on Thursday, March 5.

Three bids were received for the construction scope of the project. A bid tabulation is attached. The Board discussed this item at the March 10 study session and subsequently placed a resolution on the March 17 regular agenda accepting the bid and approving award of a contract to SSi Incorporated of Fort Smith for the construction scope of the waterslide project for a bid of \$1,734,564, plus the \$17,346 for P&P Bond for a total cost of \$1,751,910. Such resolution is attached and noted as item 3A on the March 17 agenda.

Two bids were received for the aquatics components scope of the project. A bid tabulation is attached. The Board discussed this item at the March 10 study session and subsequently placed a resolution on the March 17 regular agenda accepting the bid and approving award of a contract to Clarity Pools, Inc. of Little Rock for the the aquatics component scope of the waterslide project for a bid of \$648,000, plus the \$16,200 for P&P Bond for a total cost of \$664,200. Such resolution is attached and noted as item 3B on the March 17 agenda.

Both contractors will facilitate the work of CSM Waterworks, whom the city already has under contract to assemble and install the waterslide components.

The city has appropriated a total of \$2,689,238 for this construction/aquatics equipment portion of the waterslide project. These two bids represent a total combined cost of \$2,416,110. The remaining \$273,128 will be used for third-party inspections as well as other site improvements such as fencing, flat concrete, landscaping, lighting, etc. that are not essential components of the slides themselves. When we are firm with the dollars needed to complete the three major slide installation contracts, we will seek to use those remaining funds on those final items.

Please contact me if there are questions related to this agenda item.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STRUCTURAL SYSTEMS, INC. D/B/A SSI, INCORPORATED FOR SITE WORK, CONCRETE, MECHANICAL BUILDING AND OTHER STRUCTURAL COMPONENTS RELATED TO CONSTRUCTION OF WATERSLIDES AT PARROT ISLAND WATERPARK

WHEREAS, the City of Fort Smith solicited bids for site work, concrete and structural work, Mechanical Building installation, Electrical work, Inspection & Testing, and project coordination related to the construction of a waterslide complex at Parrot Island Waterpark; and

WHEREAS, a public bid opening was held on March 5, 2026 where three sealed bids were opened and Structural Systems, Inc. d/b/a SSI Incorporated of Fort Smith, Arkansas (“SSi Incorporated”) was determined to be the low responsive bidder with a project bid of \$1,734,564 and P&P Bond cost of \$17,346 amounting to a total project cost of \$1,751,910.

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

Section 1. The low responsive bid of SSI, Incorporated for site work, concrete, mechanical building and other structural components related to construction of waterslides at Parrot Island Waterpark in the total amount (inclusive of P&P Bond cost) of \$1,751,910 is accepted and a contract for the performance of such work, in substantially the same form as presented at the March 17, 2026 regular meeting and incorporated herein by reference, is hereby approved.

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

This Resolution adopted this _____ day of March, 2026.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

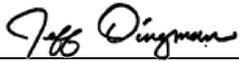

City Attorney

Bid Tabulation Sheet

RFP 4301-PIWP2602-BA

Parrot Island Water Park Site Dev, Concrete, Shed, Electrical

| Bid Opening | | | | Project Cost | P&P Bond Cost | Bid Total |
|--------------------------|----------|----------|-----------------|----------------|---------------|----------------|
| Date: | 3/5/2026 | Read By: | Zack Shaver | | | |
| Time: | 2:30 PM | Witness: | Ann Creekkiller | | | |
| Bid Submitted By: | | | | | | |
| SSI Incorporated | | | | \$1,734,564.00 | \$17,346.00 | \$1,751,910.00 |
| Steve Beam Construction | | | | \$1,907,000.00 | \$19,070.00 | \$1,926,070.00 |
| Royal Ridge Construction | | | | \$1,756,635.00 | \$87,831.75 | \$1,844,466.75 |
| | | | | | | |
| | | | | | | |



Approved By _____

CONTRACT

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the CITY OF FORT SMITH, ARKANSAS herein called "OWNER" acting through its MAYOR and Structural Systems, Inc. d/b/a SSi Incorporated, a corporation of Fort Smith, County of Sebastian and State of Arkansas, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Parrot Island Waterpark Site Development, pursuant to proposal form submitted for RFP: 4301-PIWP2602-BA (attached as Exhibit A) ("Proposal"),

hereinafter called the project, for the sum of One Million, Seven Hundred Fifty-One Thousand, Nine Hundred Ten and 00/100 Dollars (\$1,751,910.00) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at its own proper cost and equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Ramaker & Associates, Inc., herein entitled the Architect/Engineer, and all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence Work under this contract on the date specified in the "Notice to Proceed" or on the date on which the Contract Time commences to run, as defined in Article 2 of the General Conditions. The CONTRACTOR further agrees to substantially complete the entire Work within **Days** thereafter, and to fully complete the project within **30 Days, following Substantial Completion. The CONTRACTOR agrees to forfeit and pay, as Liquidated Damages for delay (but not as a penalty), the amount of \$500.00** for each consecutive calendar day thereafter that expires after the Contract Time specified above for Substantial Completion until the Work is Substantially Complete; and the amount of **\$250.00** for each consecutive calendar day that expires after the time specified for Final Completion until the Work is completed and ready for Final Payment.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Article 14, "Payments to Contractor and Completion," of the General Conditions.

This Contract 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.

(The Remainder of This Page Is Blank)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(Owner)

(City Clerk), Sherri Gard

By: _____
George McGill, Mayor

Date Signed: _____

(SEAL)

SSi Incorporated
(Contractor - Company Name)

(Corporate Secretary)

By: _____
President

(Witness)

(Mailing Address)

(City) (State) (Zip)

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

PERFORMANCE AND PAYMENT BOND

**PERFORMANCE AND PAYMENT BOND
(Common Law)**

KNOWN ALL MEN BY THESE PRESENTS: That we, ⁽¹⁾ Structural Systems, Inc. d/b/a SSi Incorporated, a ⁽²⁾ corporation, hereinafter called "Principal," and ⁽³⁾ _____ of _____, State of _____, hereinafter called the "Surety," are held and firmly bound unto The City of Fort Smith, Arkansas, a municipal corporation, hereinafter called "Owner" in the penal sum of One Million, Seven Hundred Fifty-One Thousand, Nine Hundred Ten and 00/100 Dollars (\$1,751,910.00) in lawful money of the United States, for the payment of which sum well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is attached and made a part hereof for the construction of:

Project Name: Parrot Island Waterpark Site Development, pursuant to proposal form submitted for RFP: 4301-PIWP2602-BA.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amount due for materials, lubricants, oil, gasoline, coal and coke, repair on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all taxes and insurance premiums on said work, and for all labor

performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the specifications accompanying the same, or to the work to be performed thereunder, shall in any manner affect the Surety's obligations on this bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, the specifications or the work.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2026.

ATTEST:

SSi Incorporated
(Principal)

By: _____
(Title)

(SEAL)

(Address)

Witness as to Principal

City State Zip

(Surety)

(Address)

City State Zip

ATTEST:

By: _____
(Attorney-in-Fact)

Secretary (Surety)

(Address)

City State Zip

(SEAL)

(Witness as to Attorney-in-Fact)

(Address)

City State Zip

NOTE: Date of Bond must not be prior to date of contract.

- (1) Correct name of contractor.
- (2) A corporation, a partnership, LLC, or an individual, as case may be.
- (3) Correct name of surety.
- (4) Correct name of owner.
- (5) If contractor is partnership, all partners should execute bond.
- (6) Owner will file this bond with the Circuit Court of the County where the work is to be performed prior to the start of construction.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CLARITY POOLS, LLC FOR AQUATICS COMPONENTS RELATED TO CONSTRUCTION OF WATERSLIDES AT PARROT ISLAND WATERPARK

WHEREAS, the City of Fort Smith solicited bids for aquatics equipment including aquatic plumbing, pumps, filters, and other components related to the construction of a waterslide complex at Parrot Island Waterpark; and

WHEREAS, a public bid opening was held on March 5, 2026 where two sealed bids were opened and Clarity Pools, LLC of Little Rock, Arkansas was determined to be the low responsive bidder with a project bid of \$648,000 and P&P Bond cost of \$16,200 amounting to a total project cost of \$664,200.

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

Section 1. The low responsive bid of Clarity Pools, LLC for aquatics equipment including aquatic plumbing, pumps, filters and other components related to construction of waterslides at Parrot Island Waterpark in the total amount (inclusive of P&P Bond cost) of \$664,200 is accepted and a contract for the performance of such work, in substantially the same form as presented at the March 17, 2026 regular meeting and incorporated herein by reference, is hereby approved.

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

This Resolution adopted this _____ day of March, 2026.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

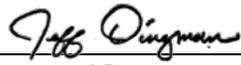


City Attorney

Bid Tabulation Sheet

RFP 4301-PIWP2601-BA Parrot Island Water Park Aquatics Equipment & Plumbing

| Bid Opening | | | | Project Cost | P&P Bond Cost | Bid Total |
|-----------------------|----------|----------|-----------------|--------------|---------------|--------------|
| Date: | 3/5/2026 | Read By: | Zack Shaver | | | |
| Time: | 2:30 PM | Witness: | Ann Creekkiller | | | |
| Bid Submitted By: | | | | | | |
| Burton Pools and Spas | | | | \$682,500.00 | \$32,500.00 | \$715,000.00 |
| Clarity Pools | | | | \$648,000.00 | \$16,200.00 | \$664,200.00 |
| | | | | | | |
| | | | | | | |



 Approved By

CONTRACT

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the CITY OF FORT SMITH, ARKANSAS herein called "OWNER" acting through its MAYOR and Clarity Pools, LLC, a limited liability company of Little Rock, County of Pulaski and State of Arkansas, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**Parrot Island Waterpark – Plumbing and Aquatic Plumbing
Systems, pursuant to proposal form submitted for
RFP: 4301-PIWP2601-BA (attached as Exhibit A) (“Proposal”),**

hereinafter called the project, for the sum of Six Hundred Sixty-Four Thousand, Two Hundred and 00/100 Dollars (\$664,200.00) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at its own proper cost and equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Ramaker & Associates, Inc., herein entitled the Architect/Engineer, and all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence Work under this contract on the date specified in the "Notice to Proceed" or on the date on which the Contract Time commences to run, as defined in Article 2 of the General Conditions. The CONTRACTOR further agrees to substantially complete the entire Work within **Days** thereafter, and to fully complete the project within **30 Days, following Substantial Completion. The CONTRACTOR agrees to forfeit and pay, as Liquidated Damages for delay (but not as a penalty), the amount of \$500.00** for each consecutive calendar day thereafter that expires after the Contract Time specified above for Substantial Completion until the Work is Substantially Complete; and the amount of **\$250.00** for each consecutive calendar day that expires after the time specified for Final Completion until the Work is completed and ready for Final Payment.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Article 14, "Payments to Contractor and Completion," of the General Conditions.

This Contract 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.

(The Remainder of This Page Is Blank)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(Owner)

(City Clerk), Sherri Gard

By: _____
George McGill, Mayor

Date Signed: _____

(SEAL)

Clarity Pools, LLC
(Contractor - Company Name)

(Corporate Secretary)

By: _____
President

(Witness)

(Mailing Address)

(City) (State) (Zip)

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

PERFORMANCE AND PAYMENT BOND

**PERFORMANCE AND PAYMENT BOND
(Common Law)**

KNOWN ALL MEN BY THESE PRESENTS: That we, ⁽¹⁾ Clarity Pools, LLC, a ⁽²⁾ limited liability company hereinafter called "Principal," and ⁽³⁾ _____ of _____, State of _____, hereinafter called the "Surety," are held and firmly bound unto The City of Fort Smith, Arkansas, a municipal corporation, hereinafter called "Owner" in the penal sum of Six Hundred Sixty-Four Thousand, Two Hundred and 00/100 Dollars (\$664,200.00) in lawful money of the United States, for the payment of which sum well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is attached and made a part hereof for the construction of:

Project Name: Parrot Island Waterpark – Plumbing and Aquatic Plumbing Systems, pursuant to proposal form submitted for RFP: 4301-PIWP2601-BA.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amount due for materials, lubricants, oil, gasoline, coal and coke, repair on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all taxes and insurance premiums on said work, and for all labor

performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the specifications accompanying the same, or to the work to be performed thereunder, shall in any manner affect the Surety's obligations on this bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, the specifications or the work.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2026.

ATTEST:

Clarity Pools, LLC
(Principal)

By: _____
(Title)

(SEAL)

(Address)

Witness as to Principal

City State Zip

(Surety)

(Address)

City State Zip

ATTEST:

By: _____
(Attorney-in-Fact)

Secretary (Surety)

(Address)

City State Zip

(SEAL)

(Witness as to Attorney-in-Fact)

(Address)

City State Zip

NOTE: Date of Bond must not be prior to date of contract.

- (1) Correct name of contractor.
- (2) A corporation, a partnership, LLC, or an individual, as case may be.
- (3) Correct name of surety.
- (4) Correct name of owner.
- (5) If contractor is partnership, all partners should execute bond.
- (6) Owner will file this bond with the Circuit Court of the County where the work is to be performed prior to the start of construction.



MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: March 12, 2026
SUBJECT: Management Agreement related to the 2026 Operating Season at Parrot Island Waterpark

SUMMARY

Presented for consideration is a resolution authorizing a Management Agreement with American Resort Management for operating Parrot Island Waterpark through December 31, 2026 encompassing the park's 2026 operating season. This topic was discussed at the March 10 study session, where the Board placed the item on the March 17 regular meeting agenda for consideration.

The management agreement for Parrot Island Waterpark between the City/County owners and ARM expired at the end of December, 2025. An interim agreement with ARM to manage the facility through March 31, 2026 was entered. A Request for Proposals was issued in December, and five proposals were received by the submission deadline. A five-member panel including myself, County Judge Steve Hotz, Human Resources Director Eric Garvin, Chief Financial Officer Andy Richards, and Sebastian County's purchasing official Charity Gregory reviewed the proposals and determined two proposals worthy of further consideration including the proposal submitted by ARM, the park's manager since inception who seeks to continue managing the park.

After presentation and discussion of the proposal from the other qualified firm, the review panel determined that the timeline for preparation for the 2026 operating season is too tight to effectively facilitate a change in park management before the park opens for the season in May.

Judge Hotz and I have reviewed a proposed agreement from ARM to manage the park from April 1 through the 2026 operating season and recommend to both the city's Board of Directors and the Sebastian County Quorum Court that this nine-month agreement be approved. In addition, we recommend that the City/County conduct a renewed RFP process for park management services no later than July 2026 in order to have a selection made by the time the 2026 operating season ends. That language is included in the resolution approving the 2026 management agreement.

This recommendation keeps ARM on board through the completion of the audit currently underway by Forvis Mazars and will keep ARM engaged in the waterslide project that they helped initiate. This short-term solution for the 2026 management avoids putting even presumed responsibility for the success of that project on a new operator if a change is made. The other company we interviewed contended that while they could take on management of the park with a short transition period, they recommended in follow-up discussion that we not transition to a new operating team for the 2026 season with the following statement:

*"At this stage in the process, we would **not** recommend transitioning to a new operating team for the **2026** season. Regardless of the provider, a change on that timeline is likely to be disruptive and will not yield optimal results. No operator can fully mobilize, implement best practices, and put their best foot forward in such a compressed window—regardless of what they may say."*

Publishing an RFP in July will facilitate a full off-season for transition and preparation time if a change is made. It will also be issued during the operating season and will allow interested parties to observe the park in operation as they prepare their proposals if they so choose.

I've discussed with ARM's leadership that assuming approval there will be increased scrutiny of financial performance, reporting and transparency for the park's operating season, and they expect, acknowledge, and welcome that. All indications are that ARM is well prepared for and fully cooperating with the audit process currently underway without issue.

The proposed 2026 management services agreement with ARM and a draft of the approval resolution were reviewed at the March 10 study session. Directors asked to see the proposal submittals and a redline version of the agreement comparing the previous 2017 version with the proposed 2026 version, and both items have been shared with the Board. The agreement provides for a management services fee based on 5% of the gross monthly receipts, the same arrangement as the prior agreement. Also attached is the 2026 operating budget for the park.

Judge Hotz intends to present this item to the Quorum Court for approval at their March 17 regular meeting.

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

ATTACHMENTS

1. [20260317_Resolution_-_Approve_one_year_MSA_with_ARM_for_PIWP_2026.pdf](#)
2. [20260306 One year agreement with ARM PIWP - MSA 2026 v2.pdf](#)
3. [20260306 Copy of 2026 Parrot Island Water Park Budget 3626 - sideways.pdf](#)

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MANAGEMENT SERVICES AGREEMENT WITH AMERICAN RESORT MANAGEMENT AND SEBASTIAN COUNTY FOR OPERATION OF PARROT ISLAND WATERPARK FOR THE 2026 OPERATING SEASON; DIRECTING A REQUEST FOR PROPOSALS FOR SUCH SERVICES IN SUBSEQUENT YEARS BE CONDUCTED; AND FOR OTHER PURPOSES

WHEREAS, the City of Fort Smith, Arkansas (“City”) and Sebastian County, Arkansas (“County”) jointly own and operate the Parrot Island Waterpark; and

WHEREAS, the previous Management Services Agreement with American Resort Management expired on December 31, 2025; and

WHEREAS, on January 1, 2026, the City and the County entered into a management agreement with American Resort Management, and such agreement expires on March 31, 2026; and

WHEREAS, the City and the County wish to continue Management Services from American Resort Management through the Parrot Island Waterpark’s 2026 operating season; and

WHEREAS, the City and the County desire to consider proposals for future Management Services beyond the 2026 operating season on a schedule that facilitates an appropriate and successful transition period if a change in management provider is desired.

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

SECTION 1: The Management Services Agreement with American Resort Management and Sebastian County for the operation of Parrot Island Waterpark from April 1, 2026 through December 31, 2026, incorporated herein by reference, is hereby approved.

SECTION 2: City Administration is hereby directed to initiate a Request For Proposals for professional Aquatic Park Management and Marketing Services no later than July 10, 2026 so as to provide appropriate and adequate time for successful transition before the 2027 operating season if a change in provider is desired.

SECTION 3: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Management Services Agreement referenced herein on behalf of the City of Fort Smith. The City acknowledges that similar approval by the Sebastian County Quorum Court is also required.

THIS RESOLUTION ADOPTED this _____ day of March 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

MANAGEMENT SERVICES AGREEMENT

WATER PARK

THIS MANAGEMENT SERVICES AGREEMENT (“Agreement”) is entered into by and between **AMERICAN RESORT MANAGEMENT, a Pennsylvania Limited Liability Company** (“ARM” or “Manager”) and, **CITY OF FORT SMITH ARKANSAS** and **SEBASTIAN COUNTY ARKANSAS** (collectively the “Owner”).

Recitals

WHEREAS, Owner owns an outdoor water park located in Fort Smith, Arkansas (the "Facility"); and

WHEREAS, Manager is in the business of providing management services for water parks, hotels, resorts and facilities which are ancillary thereto, including (but not limited to) restaurants, gift shops and so forth; and

WHEREAS, Owner desires to retain Manager to operate and manage the Facility; and

WHEREAS, Owner and Manager desire to set forth their agreement with respect to the operation and management of the Facility.

NOW THEREFORE, and intending to be legally bound hereby, the Parties agree as follows:

I. Definitions and Related Matters

1. Definitions and Related Matters.

1.1. Definitions. Unless the context requires, for purposes of this Agreement, the terms set forth in Section 1.1.1 through 1.1.14, below, shall have the meanings indicated therein.

1.1.1. Agreement. The term "Agreement" means this Management Services Agreement and any exhibits or schedules thereto. The term "Agreement" also includes any amendments to this Agreement which may be entered into by the parties.

1.1.2. Annual Budget. The term "Annual Budget" means the budget which is approved by Owner and Manager with respect to each Fiscal Year pursuant to the process outlined in Section VI. Financial Matters in this Agreement.

1.1.3. Commencement Date. The term "Commencement Date" means the date on which Manager takes over the management and operation of the Facility, as set forth in Section 2.3, below.



AMERICAN RESORT MANAGEMENT, LLC

1.1.4. Commercial Activities. The term “Commercial Activities” means the operational duties encompassed in this Agreement.

1.1.5. Corporate Employee or CE. The terms “Corporate Employee or “CE” mean a person who is employed or otherwise retained by Manager and who does not render services exclusively with respect to the Property. CEs include but are not limited to: 1) accounting personnel employed by Manager to provide accounting and other financial services to clients of Manager generally; and 2) human resources and relations managers employed by Manager to provide personnel services with respect to facilities managed by Manager for clients of the Manager generally; 3) marketing department employed by Manager to provide marketing and branding development services; and 4) Risk management and legal affairs personnel employed by Manager to provide risk management and legal work for Manager generally.

1.1.6. Effective Date. The term "Effective Date" means the date on which this Agreement is fully executed.

1.1.7. Facility. The term “Facility” refers specifically to the indoor/outdoor waterpark to be constructed in Fort Smith, Arkansas and the subject of this Agreement and may be used interchangeably with the term “Property.”

1.1.8. Fiscal Year. The term "Fiscal Year" means commencing January 1st and ending December 31st . The term "Fiscal Year" also includes a "Short Fiscal Year", as defined in Section 1.1.17, below.

1.1.9. Manager. The term "Manager" means American Resort Management, LLC, limited liability company (ARM), and a party to this Agreement.

1.1.10. Operating Account. The term "Operating Account" means the account established pursuant to Section 4.2, below, into which all revenues generated by the Facility shall be deposited and from which all expenses associated with the operation of the Facility shall be paid.

1.1.11. Owner Employee or OE. The terms “Owner Employee” and “OE” mean a person who is an employee of the Owner.

1.1.12. Parties. The term “parties” means the City Of Fort Smith Arkansas, Sebastian County, and ARM, LLC.

1.1.13. Property. The term "Property" means the outdoor located in Fort Smith, Arkansas and may be used interchangeably with the term “Facility”. The term "Property" does not include any facility or activity of the Owner, which is not described in Section 1.1.7 or the subject of this Agreement.

1.1.14. Property Specific Employee or PSE. The terms "Property Specific Employee" or "PSE" mean a person who is employed by Manager and whose duties relate



AMERICAN RESORT MANAGEMENT, LLC

exclusively to providing services with respect to the Property. PSEs would normally include, but are not limited to, maintenance personnel, aquatics personnel, housekeeping personnel, admissions personnel, restaurant personnel (if applicable), and so forth.

1.1.15. Reimbursable Expenses. The term "Reimbursable Expenses" means budgeted expenses incurred by Manager in performing its duties under this Agreement with respect to the Facility and which are reimbursable to Manager pursuant to the terms of this Agreement, or which are otherwise identified as Reimbursable Expenses in this Agreement. "Reimbursable Expenses" are more specifically described in Article V, below.

1.1.16. Short Fiscal Year. The term "Short Fiscal Year" means those periods of time (1) from the Commencement Date to the beginning of the next Fiscal Year and (2) from the end of the prior Fiscal Year to the termination of this Agreement, and which does not encompass a full Fiscal Year, *i.e.*, a full twelve months.

1.1.17. Term. The term "Term" means the time period that this Agreement is in effect. The term "Term" includes the initial term, as more specifically described in Section 7.1, below.

1.2. Recitals and Schedules. The recitals and schedules to this Agreement shall be considered a part of this Agreement, as if fully set forth herein.

1.3. Number. For purposes of this Agreement, the singular shall include the plural and the plural the singular, as the context may require.

1.4. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements of the parties with respect thereto. For the sake of clarity and the avoidance of doubt, this Agreement does not relate to any pre-opening or similar services with respect to the Facility, including but not limited to the Design and Construction Consulting Agreement between Owner and ARM.

1.5. Amendment. This Agreement may only be amended by a writing which has been executed by and authorized representatives of each party, as defined in Section 1.1.13.

II. Retention of Manager

2. Retention of Manager.

2.1 Generally. Owner hereby engages Manager on an exclusive basis to operate and manage the Property on behalf of the Owner during the term of this Agreement. Manager hereby accepts such engagement.



AMERICAN RESORT MANAGEMENT, LLC

- 2.2 Retention and Appointment of Manager. Subject to the limitations and terms and conditions of this Agreement, the Owner, hereby appoints Manager to act as the sole and exclusive manager of the Property and as the exclusive agent for the Owner for all non-governmental matters related to the management of the operations of the Property during the term of this Agreement until the expiration or termination of this Agreement.
- 2.3 Commencement Date. The date on which the Manager shall commence to operate and manage the Property as Manager (the "Commencement Date") April 1, 2026.
- 2.4 [Intentionally Omitted].
- 2.5 No Representation or Warranty of Financial Performance. Owner acknowledges and understands that the financial performance of the Property will be affected by many factors which are beyond the reasonable control of the Manager, and which are unpredictable. Accordingly, Owner understands and agrees that: (1) Manager has not made, and Manager cannot make, any representations or warranties as to the financial performance of the Property during the term of this Agreement; and (2) the Agreement of the Owner and Manager as to the Annual Budget, as contemplated by Section 4.1, below, does not and will not constitute a representation or warranty by the Manager as to the financial performance of the Property during the Fiscal Year to which such Annual Budget relates.

III. Management Obligations and Authority of Manager

3. Management Obligations and Authority of Manager.

3.1 Generally. Subject to the terms and conditions of this Agreement, Manager shall have the exclusive right, authority, and discretion to direct, supervise, manage and operate the Property on a day-to-day basis during the term of this Agreement. Such authority shall include, but not be limited to, the authority to contract to purchase such goods and services from third party vendors as may, in the judgment and discretion of the Manager, be reasonable and appropriate to operate the Property in an effective and efficient manner.

3.2 Specific Obligations and Authority.

3.2.1 Operations. Manager shall have the authority to make all determinations relating to the day-to-day operations of the Property. Such operational decisions include but are not limited to: (1) establishing admission rates and policies; (2) establishing rental rates and charges for goods and services provided to guests and other third parties at the Property; and (3) establishing the hours of operation for each facility within the Property.

3.2.2 Collection of Revenues.



AMERICAN RESORT MANAGEMENT, LLC

- 3.2.2.1 Generally. Manager shall use commercially reasonable efforts to collect all revenues due with respect to the Property. Expenses incurred by Manager with respect to such collection efforts shall be a Reimbursable Expense to the extent that such expenses are not paid directly from the Operating Account.
- 3.2.2.2 Certain Tax Obligations. Manager shall have the obligation to collect, account for and remit to the appropriate taxing authorities, on behalf of the Owner, any taxes levied upon the operation of the Property, including, without limitation, sales and use taxes, amusement taxes, franchise tax and so forth. For the sake of clarity and the avoidance of doubt, Manager shall not be responsible for collecting and remitting any income taxes or similar tax obligations of the Owner arising out of or relating to income generated by the Property.
- 3.2.3 Utilities. Manager shall have the authority to contract with electrical, water, gas, sewer, cable/satellite television and other utility providers to provide utilities to the Property.
- 3.2.4 Cleaning and Related Services. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide cleaning, waste management, and related services to the Property.
- 3.2.5 Maintenance. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide maintenance services to the Property.
- 3.2.6 Supplies. Manager shall have the authority to contract with third party vendors to acquire all necessary supplies and related services necessary for the operation of the Property. Such supplies and related services include, but are not limited to, aquatic supplies, linen services, cleaning materials, restroom supplies, and articles normally and customarily furnished to guests as part of the aquatic, food and beverages, tableware, furnishings, restaurant supplies and guest shop inventory.
- 3.2.7 FFE Replacement. Manager shall have the authority to contract with third party vendors to acquire (by purchase and/or lease) furnishings, fixtures, and equipment for use in the operation of the Property in the ordinary course of business; all contemplated FF&E replacement items should be included in the approved annual budget. Owner must approve any FF&E replacement(s) that are not included in the approved annual budget. Such items include but are not limited to: (1) cash registers; (2) kitchen equipment; (3) cleaning equipment; (4) vehicles for guest transportation; (5) furniture and furnishings; and (6) office equipment.
- 3.2.8 Public Relations, Advertising and Promotion. Manager shall have the authority to contract for the provision of advertising and promotional materials and services with respect to the Property. Such advertising and promotional materials and



AMERICAN RESORT MANAGEMENT, LLC

services include, but are not limited to: (1) television, radio and other media forms of advertising; (2) participation in reservation services; (3) entering into arrangements with third parties to create promotional packages in which the Property participates; and (4) engaging in or otherwise supporting community and/or charitable activities which promote the image and presence of the Property among potential customers and referral sources. The Manager shall develop, implement and periodically update an on-going marketing program for the Property.

3.2.9 Licenses and Permits. Manager shall obtain and keep in full force and effect on behalf of Owner or in Owner's name, as may be required by applicable law, any and all licenses and permits necessary for the operation of the Property, as and to the extent that such licenses and permits are within the control of the Manager. Owner shall fully cooperate with the Manager in applying for, and maintaining in effect, all such licenses and permits.

3.2.10 Certain Costs and Expenses. The Manager shall have the obligation and authority to oversee and manage the payment of all mortgage and interest payments related directly to the Property, lease payments, insurance premiums, real estate and personal property tax assessments and similar costs and expenses associated with the operation and maintenance of the Property. Such expenses shall be paid from the Operating Account.

3.2.11 Other Duties and Authority. The enumeration of certain specific obligations and authority of the Manager in Sections 3.2.1 through 3.2.10, above, is not intended to limit the generality of Section 3.1, above, but rather is provided for clarity and the avoidance of doubt. Subject to the terms, conditions and limitations of this Agreement, it is intended that the Manger shall have full authority to operate and manage the Property, and to do all things, in the name of and/or on behalf of the Owner, which are reasonably necessary to operate and manage the Property.

3.3 Contracting Authority.

3.3.1 Generally.

3.3.1.1 In the Name of Manager. The Manager may enter into contracts relating to the operation and/or management of the Property in the name of the Manager. In this regard, the Owner and the Manager acknowledge that it may be advantageous to have the Manager contract, in the Manager's name, for goods or services to be provided to the Property. All expenses and financial obligations relating to or arising under such contracts shall be Reimbursable Expenses. To the extent that such contracts may relate to multiple facilities managed by Manager, such expenses and financial obligations will be allocated to the Property on an equitable basis.



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3.3.2 Limitations on Contracting Authority.

3.3.2.1 Monetary Limitation. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of the Property which reasonably can be expected to exceed, in any Fiscal Year, \$10,000 in value, without the prior written consent of the Owner.

3.3.2.2 Term. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of Property, the term of which extends beyond the initial term of this Agreement or any renewal term then in effect, or for a term of more than one year, whichever is shortest, without the prior written consent of the Owner. In determining the term of any such contract, the term will be deemed to expire on the earliest date as of which the contract may be terminated by the Owner or Manager (as the case may be), without penalty or other early termination charges.

3.3.2.3 Consent Through Approval of Annual Budget. For purposes of this Section 3.3.2, any required consent of the Owner shall be deemed to have been given if the contract in question has been accounted for and reasonably disclosed in the Annual Budget for the Fiscal Year in question and such Annual Budget has been approved by the Owner.

3.4 Employees.

3.4.1 Generally. Except as otherwise set forth on Schedule 3.4.1 to this Agreement, the Owner and the Manager acknowledge that the Property shall be operated and managed solely by Corporate Employees (CEs) and Property Specific Employees (PSEs), and Owner Employees (OEs) may participate in the operation of the Property, with approval from Manager and without compensation from the Manager. Any Owner Employee involved in the operation of the Property must be subject to Owner's worker's compensation coverage.

3.4.2 Hiring. The Manager shall have the sole authority, in the Manager's sole discretion, to hire, train, promote, supervise, direct the work of and discharge all CEs and PSEs providing services with respect to the Property.

3.4.3 Compensation and Benefits. Consistent with the applicable Annual Budget, Manager shall have the right to fix the terms of compensation, to pay incentive compensation, and to provide employee benefits to all CEs and PSEs providing services with respect to the Property. Such employee benefits may include, but are not limited to, pension plans, health insurance, life insurance, disability insurance and similar employee benefit plans. For the sake of clarity and the avoidance of doubt, the Owner and the Manager expressly acknowledge and agree that it is their intent that such compensation and benefits be reasonably sufficient to attract and retain employees in, and to otherwise remain competitive within, the employee workforce market in which the Property is located.



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3.4.4 Certain Tax Matters Related to Employees. It is expressly understood and agreed that all CEs and PSEs providing services to the Property will be the employees of the Manager for all purposes, including, without limitation, federal, state and local tax and reporting purposes. Owner acknowledges and agrees that Manager, as the employer of all of the CEs and PSEs providing services to the Property, shall be entitled to all federal, state and/or local tax credits or benefits allowed to employers relating to the CEs and PSEs, including, without limitation, the Work Opportunity Tax Credit, The Targeted Jobs Tax Credit, and similar tax credits: *Provided, however,* that Manager shall pay all incremental fees, if applicable, to qualify for such tax credits.

3.4.5 Reimbursement of Expenses Related to PSEs and CEs.

3.4.5.1 Generally. Except as set forth in Section 3.4.5.2, below, with respect to CEs, all expenses incurred by the Manager with respect to CEs and PSEs shall be Reimbursable Expenses. Such expenses include, but are not limited to: (1) wages; (2) benefits of any type, including, without limitation, workers compensation insurance and benefits, pension benefits, health insurance, disability insurance, life insurance, sick benefits, severance pay and vacation pay; (3) the Manager's share of employee trust fund taxes, including (without limitation) FICA, FUTA and similar federal, state and local taxes or impositions paid by the Manager with respect to the CE or PSE; (4) employee expense reimbursement owed by the Manager to CEs and PSEs; and (5) professional expenses, including (without limitation) legal, accounting and actuarial services required by the Manager with respect to any employee matters including (without limitation) workers compensation claims, unemployment compensation claims, other employment based claims and pension administration.

3.4.5.2 CEs. The parties acknowledge that CEs shall normally provide services with respect to multiple facilities managed by the Manager. An allocable portion of all expenses incurred by the Manager with respect to CEs shall be Reimbursable Expenses. Such allocation shall be equitably based upon the amount of time spent by the CE in question providing services to the Property as compared to time spent by such CE with respect to matters unrelated to the Property.

3.4.6 Certain Employee Expenses Related to Termination of this Agreement. The Owner and Manager acknowledge and agree that: (1) the Manager will be required to terminate all PSEs and, potentially, certain CEs, upon termination of this Agreement; and (2) the Manager will incur certain expenses related to the termination of the employment of such PSEs and CEs. The Owner and the Manager agree that such termination-related expenses shall be Reimbursable Expenses. Termination related expenses include, but are not limited to: (1) compensation in lieu of vacation pay and sick leave; (2) reasonable severance pay; (3) unemployment benefit obligations; (4) COBRA liability; (5) WARN Act liability; and (6) such other termination benefits as are due the terminated employee pursuant to law and/or which arise under benefit plans established by the Manager pursuant to Section 3.4.3, above. The provisions of this



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Section 3.4.5.3 shall be applicable regardless of the basis upon which this Agreement is terminated, or the reason(s) therefor.

3.4.7 Manager shall comply with each of the following listed federal and state laws and regulations:

- (1) Title VII of the Civil Rights Act of 1991 (42 U.S.C. §§ 2000(e), et seq);
- (2) The Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 et seq.);
- (3) The Civil Rights Acts of 1866, 1871, 1964 and 1991;
- (4) The Americans with Disabilities Act of 1990 (42 U.S.C. § 1211, et seq.);
- (5) The Rehabilitation Act of 1973 (29 U.S.C. § 701, et seq);
- (6) The Fair Labor Standards Act (29 U.S.C. § 201, et seq);
- (7) The Equal Pay Act of 1973 (29 U.S.C. Chapter 8, §§ 206(d), et seq.);
- (8) The Consolidated Omnibus Budget and Reconciliation Act of 1985, (29 U.S.C. § 1161, et seq. as amended);
- (9) The Employee Retirement Income and Security Act (29 U.S.C. § 1001, et seq. as amended);
- (10) The Older Workers' Benefit Protection Act;

IV. Financial Matters

4. Financial Matters

4.1 Annual Budget

4.1.1 Adoption Generally. Not less than 90 days prior to the beginning of each Fiscal Year, Manager shall prepare and submit to Owner for Owner's approval a written budget for such Fiscal Year (the "Annual Budget"). The Annual Budget shall set forth in reasonable detail all revenues projected to be generated and all expenses projected to be incurred in the operation and management of the Facility. The Annual Budget shall also include a capital budget identifying any capital improvements or replacements (such as, but not limited to, fixtures, furnishings, and equipment) to be paid for from operating revenues during the Fiscal Year in question. The Owner shall approve or disapprove the proposed Annual Budget as soon as practicable following its receipt, but in no event later than 45 days following its receipt from the Manager, provided, however, that Owner shall not withhold its approval with respect to costs that are reasonably necessary to comply with Applicable Law. If the Owner fails to approve or disapprove the proposed Annual Budget in writing within 60 days after its receipt, the Owner shall be conclusively deemed to have approved the proposed Annual Budget. If the Owner disapproves of the proposed Annual Budget, the Owner and the Manager will consult for the



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purpose of reaching agreement on the Annual Budget. Owner and Manager shall use commercially reasonable efforts to resolve any such objections. If the Annual Budget is not approved by the Owner after consulting with Manager, then the previous year's budget will apply, subject to reasonable increases in operating costs adjusted per the applicable year's CPI Index as published by the Bureau of Labor Statistics (BLS), unless the Owner adopts a new budget.

4.1.1. Fiscal Year. The Fiscal Year is set from January 1st to December 31st for each year of the Term of this Agreement.

4.1.2. [Intentionally Omitted].

4.1.3. Amendment of Annual Budget. An Annual Budget may be amended at any time upon approval by the Owner.

4.1.4. Adherence to Annual Budget. The Manager will exercise commercially reasonable efforts to adhere to the Annual Budget in the operation and management of the Property. In particular, the Manager will exercise commercially reasonable efforts to hold or reduce costs in the event that revenues do not attain the budgeted levels, so as to maintain the profitability of the Facility to the extent reasonably possible. Notwithstanding the foregoing, Owner acknowledges, understands and agrees that: (1) certain components of the Annual Budget, including, without limitation, overall revenues, utility costs, costs associated with events of *force majeure*, and so forth, are not within the control of Manager; (2) certain expenses are either fixed or are not otherwise subject to the control of the Manager, including, without limitation, Facility related expenses such as loans; and (3) Manager cannot guarantee that, and Manager makes no representation or warranty with respect to, (a) the gross revenues of the Facility, (b) the overall expenses to be incurred in the operation and management of the Facility, and (c) the profitability of the Facility.

4.2. Operating Account.

4.2.1. Establishment. A bank account at a bank agreed upon by the Owner and the Manager which shall be identified as the "Operating Account" for the Facility shall be established. The Operating Account shall be subject to the terms, conditions and limitations set forth in this Agreement. The Operating Account shall be a single account, but may have such sub-accounts (including, but not limited to, reserve accounts for capital repairs and improvements) as may be agreed upon by the Manager and the Owner. The Manager shall have the authority to withdraw funds to fund approved expenditures and contractual obligations from the Operating Account during the term of this Agreement.

4.2.2. Operation of Operating Account.



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4.2.2.1. Revenues. The Manager shall cause all revenues derived from the operation of the Facility to be deposited into the Operating Account: *Provided, however,* that the Manager shall be entitled to keep such petty cash on hand at the Facility as is reasonable and necessary to operate the facilities located at the Facility on a day-to-day basis, including, but not limited to, guest shops, restaurants and so forth.

4.2.2.2. Expenses. The Manager shall cause all expenses incurred in the operation and management of the Facility to be paid from the Operating Account. Such expenses include, but are not limited to: (1) all Reimbursable Expenses; (2) all expenses and payment obligations incurred with respect to contracts for goods and/or services entered into by the Manager in the name of the Owner pursuant to the terms of this Agreement; (3) any expenses which are identified in this Agreement as being payable from the Operating Account; and (4) any expenses which are agreed upon by the Manager and Owner as being payable from the Operating Account. To the extent that any sub-accounts may have been established by agreement of the Manager and the Owner, funds from such sub-accounts shall only be used by Manager for the purposes for which the sub-account in question was established, or as may otherwise be agreed to in writing by the Manager and the Owner.

4.2.2.3. Minimum Balance. The Owner and the Manager agree that the operation of the Facility requires a minimum amount of working capital. Accordingly, unless otherwise agreed upon by the Manager and Owner, there shall at all times be maintained in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) an amount equal to 6 weeks operating expenses as set forth in the Annual Budget. If the balance in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) falls below such minimum balance, the Manager shall so advise the Owner and the Owner shall, within three (3) business days, deposit an amount in the Operating Account sufficient to cause the balance of the Operating Account to be equal to or greater than such minimum required balance.

4.2.2.4. [Intentionally Omitted]

4.2.2.5. [Intentionally Omitted]

4.3. Obligation of Owner to Fund Operations. Under no circumstances shall the Manager be obligated to fund the operations and expenses of the Facility, and Manager shall have no obligation to advance funds for such purposes. The Manager may suspend providing management services under this MSA should funding for the operations and expenses of the water park be unavailable.



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V. Reimbursement of Expenses of Manager

5. Reimbursement of Expenses of Manager.

5.1. Generally. It is the understanding and agreement of the Owner and Manager that the Owner shall reimburse to Manager: (1) all direct, out-of-pocket expenses incurred by the Manager in the performance of the Manager's obligations under this Agreement; and (2) to the extent expressly provided for in this Agreement, indirect expenses (such as, but not limited to, allocations for services provided by CEs) incurred by the Manager in the performance of the Manager's obligations under this Agreement.

5.2. Specific Items Reimbursable.

5.2.1. Generally. The provisions of 5.2 are not intended to limit the application or generality of Section 5.1, above, but rather are set forth herein for the purposes of clarity and the avoidance of doubt.

5.2.2. Property Specific Employer Expenses.

5.2.2.1. Wages, Benefits and Related Items. All expenses incurred by the Manager with respect to PSEs shall be Reimbursable Expenses, as more specifically set forth in Section 3.4.5.1, above.

5.2.2.2. Termination Expenses. All expenses incurred by the Manager in connection with the termination of PSEs, as more specifically described in Section 3.4.5.3, above, shall be Reimbursable Expenses.

5.2.3. Corporate Employee Expenses.

5.2.3.1. Wages, Benefits and Related Items. Subject to the limitations set forth in Section 3.4.5.2, above, all expenses incurred by the Manager with respect to work performed by CEs with respect to the Property shall be Reimbursable Expenses, as more specifically set forth in Section 3.4.5.1, above.

5.2.3.2. Termination Expenses. All expenses incurred by the Manager with respect to the termination of CEs, as more specifically described in Section 3.4.5.3, above, shall be Reimbursable Expenses.

5.2.4. Professional Expenses. The Owner and the Manager acknowledge that the Manager is authorized to retain professional advisors (including, without limitation, legal, accounting, engineering, and environmental advisors) with respect to matters arising out of or



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relating to the operation and management of the Property. It is contemplated that such advisors will be compensated by direct disbursement from the Operating Account. However, to the extent that any such expenses may be paid by the Manager, such expenses shall be Reimbursable Expenses.

5.2.5. Travel. Manager shall be entitled to reimbursement of all reasonable, ordinary, and necessary expenses incurred in the performance of its duties hereunder; including, but not limited to, travel expenses. In the event that the Manager is required to travel on behalf of the Owner, Owner shall reimburse Manager for; (I) mileage at the IRS approved standard rate or airfare; and (II) accommodations and meals at the State per diem rate. The Manager shall provide Owner with an itemized expense report for all reimbursable expenses incurred on behalf of the Owner. Owner may request to examine receipts for any reimbursable expenses.

5.3. Mechanism for Reimbursement.

5.3.1. Generally. The Manager shall be entitled to receive reimbursement for Reimbursable Expenses by making draws directly from the Operating Account. The Manager may make such draws in advance of the actual expenditure in question to the extent that such expenses are reasonably ascertainable and such advance is no more than five (5) business days prior to the date on which such expense shall be paid by the Manager. Such advance draws include, but are not limited to, transfers from the Operating Account to the Manager's payroll account to cover weekly wages for PSEs and Reimbursable Expenses (including, without limitation, the Manager's portion of applicable payroll taxes) associated therewith.

5.3.2. Refund of Excess Reimbursements. In the event that reimbursements for Reimbursable Expenses should exceed the amount of such Reimbursable Expenses, or the Manager makes a recovery (through insurance or otherwise) with respect to Reimbursable Expenses previously reimbursed to the Manager, the Manager shall promptly refund to the Owner any such excess amounts and/or recoveries. Such refunds may be made by the Manager through a deposit thereof in the Operating Account or as may otherwise be agreed upon by the Owner and the Manager.

VI. Compensation to Manager

6.1 Compensation. In consideration for the services rendered by the Manager pursuant to this Agreement, the Owner agrees to pay to the Manager in accordance with the provisions of Schedule 6.1 to this Agreement, Management Services Fee Schedule. The



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Manager shall have the right to withdraw such compensation from the Operating Account.

- 6.2 Nature of Compensation. The compensation described in this Article VI is in consideration for the obligations undertaken and performed by the Manager under this Agreement. Such compensation is in addition to, and not in lieu of, any Reimbursable Expenses and any other monetary obligations of the Owner to the Manager under this Agreement.

VII. Term and Termination

7.1. Term.

7.1.1. Initial Term. The initial term of this Agreement shall begin on the Commencement Date and shall end on the last calendar day of the commencement year, unless earlier terminated pursuant to Section 7.2, below.

7.1.2. Intentionally Omitted.

7.2. Termination.

7.2.1. Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

7.2.2. Intentionally Omitted.

7.2.3. Destruction or Loss of the Facility. Either party may terminate this Agreement upon sixty (60) days written notice to the other party if the Facility is substantially destroyed or the Facility is taken by any governmental or other entity pursuant to the power of eminent domain.

7.2.4. By Owner for Cause.

7.2.4.1. Generally. The Owner may terminate this Agreement for cause at any time upon the commission of an event of default by the Manager. For purposes of this Section 7.2.4, an "event of default by the Manager" shall consist of one or more of the following events: (1) an act of fraud by the Manager with respect to the Owner; (2) embezzlement or misappropriation by Manager of funds or Facility of the Owner; and (3) any breach of this Agreement by Manager which remains uncured for a period of sixty (60) days following receipt by Manager of a written notice from the Owner describing such breach in reasonable detail and demanding the cure thereof. Termination pursuant to Section 7.2.4 shall be effectuated by the Owner giving the Manager written notice thereof. Such written notice of termination must be



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separate from any notice given pursuant to clause (3) of the preceding sentence.

7.2.4.2. Theft by Employees of Manager. For the purposes of this Section 7.2.4.2, acts of fraud, embezzlement and/or misappropriation by employees of Manager which are for the personal benefit of the employee in question and are undertaken without the knowledge or consent of the senior management of the Manager, shall not be attributed to the Manager and shall not serve as a basis for terminating this Agreement pursuant to this Section 7.2.4.2 as long as (i) upon learning of such acts of fraud, embezzlement and/or misappropriation, Manager promptly (but no later than ten (10) days) cures such acts, including reimbursing Owner, and (ii) Manager properly terminates such employee and seeks to file criminal charges against the employee. Without limiting the generality of the preceding sentence, the parties acknowledge that the purpose of Section 7.2.4.2 is to exclude petty theft on the part of employees as a basis for terminating the Manager for cause. The provisions of this Section 7.2.4.2 shall not, however, be construed as limiting the obligation of the Manager to take reasonable and appropriate measures to reduce and discourage employee theft.

7.2.5. By Manager for Cause. The Manager may terminate this Agreement for cause at any time upon the commission of an event of default by the Owner. For purposes of this Section 7.2.5, an "event of default by the Owner" shall consist of one or more of the following events: (1) the Owner fails to comply with its obligation under Section 4.2.2.3, above, relating to the maintenance of a minimum balance in the Operating Account; (2) the Owner fails to comply with Section 4.2.2.5, above, relating to the initial funding of the Operating Account; (3) the failure of the Owner to timely pay the Manager pursuant to the payment schedule outlined in Attachment A - Management Services Fee Schedule; and (4) any breach of this Agreement by Owner which remains uncured for a period of sixty (60) days following receipt by the Owner of a written notice from the Manager describing such breach in reasonable detail and demanding the cure thereof. Termination pursuant to Section 7.2.5 shall be effectuated by the Manager giving the Owner written notice thereof. Such written notice of termination must be separate from any notice given pursuant to clause (4) of the preceding sentence.

7.2.6. By the Owner without Cause. The Owner shall have the right to terminate this Agreement without cause at the Owner's discretion at any time, without any reason, upon thirty (30) days prior written notice to the Manager.

7.2.7. By the Manager without Cause. The Manager shall have the right to terminate this Agreement without cause at the Manager's discretion, upon ninety (90) days prior written notice to the Owner.



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7.3. Effect of Termination.

7.3.1 Generally. Except as otherwise provided in this Agreement, upon termination of this Agreement all obligations of the parties under this Agreement shall terminate in their entirety. Notwithstanding the foregoing, those obligations and rights of the parties accruing prior to termination or as a result of the termination, shall survive termination of this Agreement. Those provisions of this Agreement which, by their express terms or by their operation, are intended to survive termination, shall survive termination of this Agreement. Such provisions include, but are not limited to, Article VI, above, this Article VII, and Article X, below.

7.3.2 Obligation of Owner to Pay Compensation and Reimburse Reimbursable Expenses. The obligation of the Owner to pay base and incentive compensation pursuant to Article VI of this Agreement, and to reimburse Reimbursable Expenses, as set forth in Article V Section 3.4.5, above, and any other provisions of this Agreement relating to the reimbursement of Reimbursable Expenses, shall survive termination.

7.3.3 [Intentionally Omitted]

VIII. Insurance

8.1 Insurance Requirements and Limits. See Schedule 8

8.1.1. Insurance Placed by Owner. The Owner shall keep in effect during the term of this Agreement, at Owner's sole expense, those insurance policies and coverages which are described in Schedule 8 to this Agreement. Unless otherwise agreed upon by the Owner and the Manager in writing, the Manager shall not have the responsibility for procuring the insurance policies and coverages described in Schedule 8.1. Such insurance policies and coverages shall provide the following:

- (1) The Manager shall be named as an additional insured and any right of subrogation against the Manager and the Manager's employees shall be waived by the insurer.
- (2) The policies shall not be cancelled except upon thirty (30) days prior written notice to the Manager.
- (3) The loss payees (to the extent applicable) shall be the Owner and the Manager, as their interests may appear.
- (4) The Owner shall, from time to time upon request, provide the Manager certificates of insurance evidencing the



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insurance policies and coverages required by this Section 8.1.

8.1.2. Insurance Placed by Manager. The Manager shall keep in effect during the term of this Agreement those insurance policies and coverages which are described in Schedule 10 to this Agreement. Unless otherwise agreed upon by the Owner and the Manager in writing, the Owner shall not have the responsibility for procuring the insurance policies and coverage described in Schedule 8. Such insurance policies shall provide the following:

- (1) The Owner shall be named as an additional insured and any right of subrogation against the Owner and the Owner's employees shall be waived by the insurer.
- (2) The policies shall not be cancelled except upon thirty (30) days prior written notice to the Owner.
- (3) The loss payees (to the extent applicable) shall be the Owner and the Manager, as their interests may appear.
- (4) The Manager shall, from time to time upon request, provide to the Owner certificates of insurance evidencing the insurance policies and coverages required by this Section 8.1.2. Unless otherwise noted in Schedule 8, the insurance premiums paid by the Manager for such insurance policies and coverages shall be Reimbursable Expenses.

IX. Accounting and Reporting

9.1. Maintenance of Records. The Manager shall maintain accurate, complete, and separate records showing income and expenditures relating to the operation of the Facility, and from which accounts payable and accounts receivable, available cash, and other assets and liabilities pertaining to the Facility can be readily identified, and the amounts determined at any time. The Owner shall have the right at any reasonable time personally or through the Owner's representative(s), to inspect the records kept by the Manager pertaining to the Facility, including, but not limited to, all checks, bills, invoices, contracts, statements, vouchers, cash receipts, correspondence, and all other records dealing with the management and operation of the Facility. The Owner shall have the further right to audit and/or have an audit made at Owner's expense of all account books, financials, and records pertaining to the management and operation of the Facility, including but not limited to all forms of related financial and accounting activity.



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9.2. Reports.

9.2.1. Annual Financial Report. With respect to each Fiscal Year, the Manager will cause an annual financial report to be prepared showing all revenues, costs and expenses in detail. The report will be certified by the Manager as complete and accurate and will be submitted to the Owner no later than ninety (90) days following the Fiscal Year in question.

9.2.2. Intentionally Omitted.

9.2.3. Financial Reports. The Manager will furnish monthly to the Owner a balance sheet and a profit/loss statement detailing all receipts and disbursements for each month, such statement to be furnished on or before the eighteenth (18th) day of each month for the preceding month, or other such date as agreed upon between the parties. Such statement shall show the status of income and expenses and shall be supported by bank statements, canceled checks, vouchers, duplicate invoices, and similar documentation covering all items of income and expense, the originals of which shall be kept in the Manager's office and be available for inspection by the Owner or Owner's representative(s) at all reasonable times.

9.2.4. Operating Statements. The Manager shall provide quarterly operating statements showing income and expense for the Fiscal Year quarter and Fiscal Year to date and for the same period of the preceding year.

9.3. Record Retention. The Manager shall retain all records required to be created and/or maintained by the terms of this Agreement for a period of four (4) years.

9.4. Survival. Except as set forth in this Section 9.4, the provisions of this Article IX shall survive the termination of this Agreement. Sections 9.2.1, 9.2.3 and 9.2.4 shall survive with respect to the last Fiscal Year during the Term of this Agreement, it being the intent of the parties that the Manager shall provide such reports for the periods of time running through the end of the Term of this Agreement. Section 9.2.2 shall not survive termination of this Agreement.

X. Other Provisions

10.1. Intentionally Omitted.

10.2. Representations and Warranties of Manager. Manager represents, warrants and covenants with Owner as of the Effective Date as follows:

10.2.1. Due Organization. Manager is duly organized, validly existing, and in good standing, is duly qualified to do business in the State in which the Management Services are to be performed and has full power, authority, and legal right to execute,



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perform, and timely observe all of the provisions of this Agreement. Manager's execution, delivery and performance of this Agreement have been duly authorized.

10.2.2. Valid and Binding Obligations. This Agreement constitutes a valid and binding obligation of Manager and does not and will not constitute a breach of or default under the corporate documents or bylaws of Manager or the terms, conditions or provisions of any law, order, rule, regulation, judgment, decree, agreement or instrument to which Manager is a party or by which it or any of its assets is bound or affected.

10.2.3. No Third Party Approval Required. No approval of any third party is required for Manager's execution and performance of this Agreement that has not been obtained prior to the execution of this Agreement.

10.2.4. Maintaining Legal Existence. Manager shall, at its own expense, keep in full force and effect throughout the Term of this Agreement its legal existence and the rights required for it timely to observe all of the terms and conditions of this Agreement.

10.2.5. No Litigation. There is no litigation or proceeding pending or, to the knowledge of the Manager, threatened against Manager that could adversely affect the validity of this Agreement or the ability of Manager to comply with its obligations under this Agreement.

10.3. Representations and Warranties of Owner. Owner represents, warrants and covenants to Manager as of the Effective Date and the Commencement Date, as follows:

10.3.1. Due Organization. Owner is duly organized, validly existing, and in good standing and is duly qualified to do business in the state in which the Facility is located, and has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Agreement. Owner's execution, delivery and performance of this Agreement have been duly authorized.

10.3.2. Valid and Binding Obligation. This Agreement constitutes valid and binding obligations of Owner and do not constitute a breach of or default under the corporate documents or bylaws of Owner or the terms, conditions or provisions of any law, order, rule, regulation, judgment, decree, agreement or instrument to which Owner is a party or by which it or any of its assets is bound or affected.

10.3.3. No Third-Party Approval Required. No approval of any third party (including any holder of any Mortgage) is required for Owner's execution and performance of this Agreement that has not been obtained prior to the execution of this Agreement.

10.3.4. Continued Legal Existence. Owner shall, at its own expense, keep in full force and effect throughout the Term of this Agreement its legal existence and the rights required for it timely to observe all the terms and conditions of this Agreement.



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- 10.3.5. Required Approvals. Owner shall maintain throughout the term of this Agreement all approvals that are required to be in its name and that are necessary to own and operate the Facility, but the foregoing shall not relieve Manager from obtaining permits, licenses, authorizations and other approvals required hereunder.
- 10.3.6. No Adverse Litigation/Condemnation. There is no litigation or proceeding pending or threatened against Owner, or to the knowledge of Owner, against the Facility, that could adversely affect the validity of this Agreement or the ability of Owner to comply with its obligations under this Agreement. Owner is not aware of any condemnation proceeding pending or threatened against the Facility or any portion thereof.
- 10.3.7. Environmental. Except as disclosed by Owner, in writing and added as an attachment to this Agreement, Owner has no actual knowledge that the Facility violates any environmental legal requirement or any law or regulation relating to environmental conditions or safety.
- 10.3.8. Rights to Purchase. Owner has not granted any other person the right to purchase the Facility.
- 10.3.9. No Hazardous Materials. Owner shall not knowingly use or occupy, or knowingly permit the Facility or any part thereof to be used or occupied, for any unlawful, or ultra hazardous use (including the prohibited or unlawful use or storage of hazardous materials, or any disposal of hazardous materials), or operate or conduct the business of the Facility in any manner known to constitute or give rise to a nuisance of any kind.

10.4. Disputes; Governing Law

10.4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and jurisdiction of Arkansas.

10.4.2 Disputes. All disputes in any manner relating to or arising out of this Agreement which the parties cannot resolve themselves will be resolved first through mediation and second through the and under the jurisdiction of the Circuit Court of Sebastian County, State of Arkansas, or the United States District Court for the Western District of Arkansas. (Fort Smith Division) Any final order or award by either court, if not appealed, shall be binding and enforceable by the Parties. All Parties shall be responsible for their own cost and attorney's fees unless otherwise provided by law, regardless of the determination of the prevailing Party to be.



AMERICAN RESORT MANAGEMENT, LLC

- 10.5. Waivers, Modifications, Remedies. No failure or delay by a party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated (unless otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought.
- 10.6. Severability of Provisions. If any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- 10.7. Notices. Notices, consents, determinations, requests, approvals, demands, reports, objections, directions and all other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective on the date on which such communications are delivered by personal delivery, by facsimile transmission (with telephonic confirmation of receipt), DHL, Federal Express or other similar courier service or by the United State Postal Service or its successor after being deposited with the United States Postal Service as Express Mail or as registered or certified matter, postage prepaid, return receipt requested, addressed to the parties at the addresses specified below, or at such other address as the party to whom the notice is sent has designated in accordance with this Section 12.7. All such communications shall be deemed to have been received by the intended recipient (i) in the case of air courier services, on the next Business Day after deposit with such air courier service with a request for next day service; (ii) in the case of a facsimile transmission, on the Business Day such transmission was sent, or if not a Business Day or if transmitted after 4:00 p.m. local time, then on the next Business Day; and (iii) in the case of first-class mail, three Business Days after the deposit with the United States Postal Service. Until a party provides a change in address in accordance with this Section 10.8, notices will be sent to the following addresses:

To Manager: Richard Coleman, CHA
Chief Executive Officer/Co-Founder
3165 S. Carrier Parkway
Grand Prairie, Texas
rcoleman@armpallc.com

To Owner: Jeff Dingman
City Administrator
623 Garrison Avenue



AMERICAN RESORT MANAGEMENT, LLC

Room 315
Fort Smith, Arkansas
jdingman@fortsmithar.gov

Steve Hotz
County Judge
Sebastian County Arkansas
35 South 6th, Room 106
Fort Smith, Arkansas
shotz@sebastiancountyar.gov

- 10.8. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion.
- 10.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- 10.10. Relationship of the Parties. Manager and Owner acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship between Manager and Owner with respect to the Facility or the operation thereof. In operating the Facility, entering into contracts, accepting reservations, and conducting financial transactions for the Facility, Manager acts on behalf of Owner (but subject to the limitations on Manager's authority as set out in this Agreement and subject to the provisions of Section 10.17, below) and assumes no independent contractual liability, nor shall Manager be obligated to extend its own credit with respect to any obligations incurred in operating the Facility or performing its obligations under this Agreement. This Agreement shall not be construed at any time to be an interest in real estate or a lien or security interest of any nature against the Facility or any other land used in connection with the Facility, or any equipment, fixtures, inventory, motor vehicles, contracts, documents, accounts, notes, drafts, acceptances, instruments, chattel paper, general intangibles or other personal Facility now existing or that may hereafter be acquired or entered into with respect to the Facility or the operation thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, in no event shall the Manager have any right to bind the Owner except as expressly set forth in this Agreement.
- 10.11. Confidentiality.



AMERICAN RESORT MANAGEMENT, LLC

- 10.11.1. Generally. Each party agrees to keep confidential all information of a proprietary or confidential nature about or belonging to the other party to which the other party gains or has access by virtue of the relationship between the parties. Except as disclosure may be required to obtain the advice of professionals or consultants, financing for the Facility from a lender or potential lender, or investors or potential investors in the Facility or the Owner, or in furtherance of a permitted assignment of this Agreement, or as may be required by law or by the order of any government, governmental or quasi-governmental unit, tribunal or otherwise to comply with legal requirements (including reporting requirements applicable to public companies), each party shall make every effort to ensure that such information is not disclosed to any other third party or entity without the prior consent of the other party. The obligations set forth in this Section shall survive any termination of this Agreement. In addition (subject to the exceptions set forth above), Manager shall not disclose any specific information regarding financial performance of the Facility (i.e., occupancy, average daily rate, gross operating profit, etc.) to any third party, except Smith Travel Research (STAR Report) or a comparable hospitality industry reporting service, unless approved in writing by Owner.
- 10.11.2. Certain Permitted Disclosures. Notwithstanding anything to the contrary in this Agreement, and any and all of the terms and conditions herein and therein, may be disclosed to investors and potential investors in connection with any financing or sale of the Facility and their legal counsel and other representatives reviewing this Agreement on their behalf, and in connection with any due diligence review conducted by a financial institution as a part of a financial restructuring, reorganization, merger, consolidation, purchase or sale of assets involving the Owner or the Manager.
- 10.12. Limitation on Pledging Owner's Credit. Except as is necessary or advisable for the purchase of goods and services or the extension of credit to customers in the ordinary course of business in the operation and management of the Facility within the scope of this Agreement, Manager shall not borrow any money or execute any credit obligation in the name and on behalf of the Owner, or pledge the credit of the Owner, without the Owner's prior written consent.
- 10.13. Interest. Except as otherwise specifically provided herein to the contrary, any and all amounts that may become due from one party to the other under this Agreement (including the obligation of Owner to pay any unpaid compensation to the Manager) shall bear interest from and after the respective due dates thereof (but in no event earlier than date upon which the party making the claim for payment notifies the other party thereof) until the date on which the amount is paid, **at an annual rate of interest equal to eight percent (8%):** *Provided, however,* that no interest shall be payable on amounts owed by the Owner to the Manager which the Manager is authorized to pay directly to itself under the terms of this Agreement (unless there are insufficient funds in the applicable account(s) therefor and the



AMERICAN RESORT MANAGEMENT, LLC

Owner has failed to provide adequate funds following request by the Manager in accordance with this Agreement).

- 10.14. Further Assurances. The parties shall do and procure to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.
- 10.15. No Third-Party Beneficiaries. None of the obligations hereunder of either party shall run to or be enforceable by any party other than the party to this Agreement or by a party deriving rights hereunder as a result of an assignment permitted pursuant to the terms hereof. There are no third-party beneficiaries with respect to this Agreement.
- 10.16. **LIMITATIONS ON FIDUCIARY DUTIES.** TO THE EXTENT ANY FIDUCIARY DUTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF MODIFYING, LIMITING OR RESTRICTING, THE EXPRESS PROVISIONS OF THIS AGREEMENT: (A) THE TERMS OF THIS AGREEMENT SHALL PREVAIL; (B) THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH GENERAL PRINCIPLES OF CONTRACT INTERPRETATION WITHOUT REGARD TO THE COMMON LAW PRINCIPLES OF AGENCY (EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT); AND (C) ANY LIABILITY BETWEEN THE PARTIES SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS PROVISIONS OF THIS AGREEMENT. FOR PURPOSES OF ASSESSING MANAGER'S FIDUCIARY DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE DUTIES AND OBLIGATIONS SET FORTH HEREIN, ARE INTENDED TO SATISFY THE FIDUCIARY DUTIES WHICH MAY EXIST AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING WITHOUT LIMITATION ALL DUTIES OF LOYALTY, GOOD FAITH, FAIR DEALING, FULL DISCLOSURE OR ANY OTHER DUTY DEEMED TO EXIST UNDER THE COMMON LAW PRINCIPLES OF AGENCY OR OTHERWISE. THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND RELEASE ANY RIGHT, POWER OR PRIVILEGE EITHER MAY HAVE TO CLAIM OR RECEIVE FROM THE OTHER PARTY ANY PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY BREACH OF FIDUCIARY DUTIES.
- 10.17. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY DISPUTE, CONTROVERSY, CLAIM OR OTHER MATTER ARISING OUT OF OR RELATING TO THE NEGOTIATION, EXECUTION, DELIVERY OR PERFORMANCE OF THIS AGREEMENT, OR THE BREACH THEREOF. SUCH LIMITATION SHALL APPLY



AMERICAN RESORT MANAGEMENT, LLC

REGARDLESS OF WHETHER SUCH DISPUTE, CONTROVERSY, CLAIM OR OTHER MATTER IS CHARACTERIZED AS ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, FRAUD, FRAUDULENT MISREPRESENTATION, NEGLIGENCE AND/OR NEGLIGENT MISREPRESENTATION), INDEMNITY, CONTRIBUTION, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE. FOR PURPOSES OF THIS AGREEMENT, THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, BUT IS NOT LIMITED TO, LOST PROFITS, LOSS OF THE USE OF CAPITAL, AND ANY CLAIMS OF THIRD PARTIES ASSOCIATED WITH, OR OTHERWISE DEALING WITH, EITHER PARTY.

10.18. Dispute Resolution. Any dispute, controversy, claim or other matter arising out of or relating to the negotiation, execution, delivery or performance of this Agreement, or the breach thereof, shall be settled as provided in Section 10.4 above.

Signature Page Follows



AMERICAN RESORT MANAGEMENT, LLC

IN WITNESS WHEREOF, the duly authorized representatives of the Owner and Manager have executed this Agreement effective as of the Effective Date.

AMERICAN RESORT MANAGEMENT LLC.

Date: _____

By: _____
Richard P. Coleman, CEO/Co-Founder

CITY OF FORT SMITH ARKANSAS

Date: _____

By: _____
Jeff Dingman, City Administrator

Attest:

City Clerk

SEBASTIAN COUNTY ARKANSAS

Date: _____

By: _____
Steve Hotz, County Judge



AMERICAN RESORT MANAGEMENT, LLC

Attachment A - Management Services Fee Schedule.

Compensation of Manager

In consideration for the services to be rendered by the Manager under this Agreement, the Owner agrees to pay the Manager management fees by the 5th of each month following the month service is rendered.

- Base Management Fee
 - 5% Monthly Gross Revenues .

"Gross Revenues" shall mean all revenues, fees, rentals and receipts of every kind derived from operating the Waterpark and all departments and parts thereof, including, but not limited to, income (from both cash and credit transactions) revenues, fees, rentals and receipts from: admissions, rentals of facility, ancillary revenue center(s) income, telephone charges, stores, offices, exhibit or sales space of every kind; license, and rentals (not including gross receipts of licensees, lessees and concessionaires); income from vending machines; income from parking; admission fees; wholesale and retail sales of merchandise; service charges; and proceeds, if any, from business interruption or other loss of income insurance; provided, however, that Gross Revenues shall not include the following: gratuities paid to employees of the Waterpark; federal, state or municipal excise, sales or use taxes or any other taxes collected directly from customers, patrons or guests or included as part of the sales price of any rentals, goods or services; interest received or accrued with respect to funds in Advertising Accounts, the Reserve Accounts or the Operating Accounts of the Waterpark; any refunds, rebates, discounts and credits of a similar nature, given, paid or returned in the course of obtaining Gross Revenues or components thereof; or insurance proceeds (other than proceeds from business interruption or other loss of income insurance); condemnation proceeds (other than for a temporary taking), or revenues derived through sales of real estate.



AMERICAN RESORT MANAGEMENT, LLC

Schedule 8

Insurance to be Placed by Owner

**FACILITY
BUSINESS INTERRUPTION**



AMERICAN RESORT MANAGEMENT, LLC

Schedule 8.1

Insurance to be Placed by Manager

**GENERAL LIABILITY INSURANCE
WORKER'S COMPENSATION
EXCESS LIABILITY
PROFESSIONAL LIABILITY
BUSINESS AUTO
CRIME INSURANCE**



For property: Parrot Island Waterpark
As of 12/31/2026

| Item | Period 1: 1/1/2025 - 1/31/2025 | Period 2: 2/1/2025 - 2/28/2025 | Period 3: 3/1/2025 - 3/31/2025 | Period 4: 4/1/2025 - 4/30/2025 | Period 5: 5/1/2025 - 5/31/2025 | Period 6: 6/1/2025 - 6/30/2025 | Period 7: 7/1/2025 - 7/31/2025 | Period 8: 8/1/2025 - 8/31/2025 | Period 9: 9/1/2025 - 9/30/2025 | Period 10: 10/1/2025 - 10/31/2025 | Period 11: 11/1/2025 - 11/30/2025 | Period 12: 12/1/2025 - 12/31/2025 | YTD Budget |
|------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|---|---|---|------------|
|------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|---|---|---|------------|

EXECUTIVE SUMMARY

| | | | | | | | | | | | | | |
|-----------------------|----------|----------|----------|----------|---------|---------|---------|----------|----------|----------|----------|----------|-----------|
| TOTAL PARK ADMISSIONS | 0 | 0 | 0 | 0 | 12,200 | 40,332 | 39,857 | 19,068 | 5,240 | 0 | 0 | 0 | 116,697 |
| TOTAL REVENUE | 473 | 473 | 3,075 | 104,540 | 391,537 | 744,737 | 690,500 | 288,067 | 74,759 | 1,223 | 15,500 | 20,000 | 2,334,884 |
| TOTAL EXPENSES | 53,824 | 62,632 | 82,714 | 151,674 | 320,631 | 500,024 | 514,455 | 301,290 | 138,585 | 52,698 | 58,881 | 51,303 | 2,288,712 |
| NET GAIN / (LOSS) | (53,351) | (62,159) | (79,639) | (47,134) | 70,906 | 244,713 | 176,045 | (13,223) | (63,826) | (51,475) | (43,381) | (31,303) | 46,172 |

PARK ADMISSIONS

| | | | | | | | | | | | | | |
|----------------------------------|---|---|---|---|--------|--------|--------|--------|-------|---|---|---|---------|
| Admissions - DayPass-InPark | 0 | 0 | 0 | 0 | 1,750 | 7,166 | 8,429 | 4,229 | 1,348 | 0 | 0 | 0 | 22,922 |
| Admissions - DayPass-Online | 0 | 0 | 0 | 0 | 1,400 | 5,733 | 6,743 | 3,383 | 1,078 | 0 | 0 | 0 | 18,337 |
| Admissions - DayPass-Group | 0 | 0 | 0 | 0 | 245 | 1,003 | 1,180 | 592 | 189 | 0 | 0 | 0 | 3,209 |
| Admissions - DayPass-Consignment | 0 | 0 | 0 | 0 | 105 | 430 | 506 | 254 | 81 | 0 | 0 | 0 | 1,375 |
| Admissions - SeasonPass | 0 | 0 | 0 | 0 | 8,700 | 26,000 | 23,000 | 10,610 | 2,544 | 0 | 0 | 0 | 70,854 |
| Admissions - Total | 0 | 0 | 0 | 0 | 12,200 | 40,332 | 39,857 | 19,068 | 5,240 | 0 | 0 | 0 | 116,697 |

REVENUE BY DEPARTMENT

| | | | | | | | | | | | | | |
|----------------------------|-----|-----|-------|---------|---------|---------|---------|---------|--------|-------|--------|--------|-----------|
| Waterpark Revenue (Net) | 473 | 473 | 3,075 | 104,000 | 337,000 | 561,000 | 508,500 | 213,623 | 59,531 | 1,223 | 15,500 | 20,000 | 1,824,398 |
| Food & Beverage Revenue | 0 | 0 | 0 | 0 | 45,000 | 163,000 | 165,000 | 65,000 | 12,026 | 0 | 0 | 0 | 450,026 |
| Gift Shop & Rental Revenue | 0 | 0 | 0 | 540 | 9,537 | 20,737 | 17,000 | 9,444 | 3,202 | 0 | 0 | 0 | 60,460 |
| Total Department Revenue | 473 | 473 | 3,075 | 104,540 | 391,537 | 744,737 | 690,500 | 288,067 | 74,759 | 1,223 | 15,500 | 20,000 | 2,334,884 |

EXPENSES BY DEPARTMENT

| | | | | | | | | | | | | | |
|---------------------------|---------|---------|----------|--------|---------|---------|---------|---------|--------|---------|--------|--------|-----------|
| Waterpark Expenses | 2,235 | 2,735 | 16,568 | 51,820 | 157,460 | 195,935 | 213,347 | 125,055 | 54,534 | 2,235 | 2,235 | 2,235 | 826,393 |
| Food & Beverage Expenses | 0 | 0 | 10 | 3,065 | 26,803 | 114,044 | 97,928 | 52,326 | 15,183 | 0 | 10 | 0 | 309,369 |
| Gift Shop Expenses | 0 | 0 | 7,500 | 7,500 | 1,715 | 2,859 | 2,859 | 1,715 | 858 | 0 | 0 | 0 | 25,006 |
| Total Department Expenses | 2,235 | 2,735 | 24,078 | 62,385 | 185,978 | 312,837 | 314,134 | 179,096 | 70,575 | 2,235 | 2,245 | 2,235 | 1,160,767 |
| Department Income | (1,762) | (2,262) | (21,003) | 42,155 | 205,559 | 431,900 | 376,366 | 108,971 | 4,184 | (1,012) | 13,255 | 17,765 | 1,174,117 |

Undistributed Operating Expenses

| | | | | | | | | | | | | | |
|-------------------------------|--------|--------|--------|--------|---------|---------|---------|---------|--------|--------|--------|--------|---------|
| Sales & Marketing | 3,117 | 3,924 | 5,446 | 9,948 | 24,435 | 36,323 | 50,745 | 22,282 | 6,766 | 3,317 | 5,378 | 5,478 | 177,160 |
| Administration & General | 30,076 | 31,027 | 32,742 | 36,554 | 45,604 | 54,662 | 59,719 | 51,260 | 40,562 | 34,703 | 39,668 | 31,875 | 488,453 |
| Maintenance | 9,496 | 15,996 | 11,323 | 33,742 | 34,812 | 23,829 | 20,087 | 13,796 | 11,662 | 10,232 | 8,665 | 8,565 | 202,206 |
| Utilities | 2,150 | 2,199 | 2,375 | 3,818 | 10,225 | 35,136 | 35,070 | 20,453 | 5,282 | 2,150 | 2,150 | 2,150 | 123,158 |
| Total Undistributed Operating | 44,839 | 53,147 | 51,887 | 84,062 | 115,076 | 149,950 | 165,621 | 107,791 | 64,273 | 50,402 | 55,861 | 48,068 | 990,977 |

| | | | | | | | | | | | | | |
|------------------------|----------|----------|----------|----------|--------|---------|---------|-------|----------|----------|----------|----------|---------|
| Gross Operating Profit | (46,601) | (55,409) | (72,889) | (41,907) | 90,483 | 281,950 | 210,745 | 1,181 | (60,088) | (51,414) | (42,606) | (30,303) | 183,140 |
|------------------------|----------|----------|----------|----------|--------|---------|---------|-------|----------|----------|----------|----------|---------|

Other Income / (Expense)

| | | | | | | | | | | | | | |
|-----------------|---------|---------|---------|---------|----------|----------|----------|----------|---------|------|-------|---------|-----------|
| Management Fees | (6,750) | (6,750) | (6,750) | (5,227) | (19,577) | (37,237) | (34,525) | (14,403) | (3,738) | (61) | (775) | (1,000) | (136,793) |
| Fixed Costs | 0 | 0 | 0 | 0 | 0 | 0 | (175) | 0 | 0 | 0 | 0 | 0 | (175) |
| Other Income | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|--------|---------|---------|----------|----------|----------|----------|----------|--------|
| EBITDA | (53,351) | (62,159) | (79,639) | (47,134) | 70,906 | 244,713 | 176,045 | (13,223) | (63,826) | (51,475) | (43,381) | (31,303) | 46,172 |
|--------|----------|----------|----------|----------|--------|---------|---------|----------|----------|----------|----------|----------|--------|

| | | | | | | | | | | | | | |
|-----------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Interest, Taxes, & Reserves | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|-----------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | | | | | | | |
|------------|----------|----------|----------|----------|--------|---------|---------|----------|----------|----------|----------|----------|--------|
| NET INCOME | (53,351) | (62,159) | (79,639) | (47,134) | 70,906 | 244,713 | 176,045 | (13,223) | (63,826) | (51,475) | (43,381) | (31,303) | 46,172 |
|------------|----------|----------|----------|----------|--------|---------|---------|----------|----------|----------|----------|----------|--------|

WATERPARK DEPARTMENT

Waterpark Revenue:

| | | | | | | | | | | | | | |
|------------------------------|-----|-----|-------|--------|--------|---------|---------|--------|--------|-----|--------|--------|---------|
| Season Passes - Sold in Park | 0 | 0 | 315 | 21,000 | 83,000 | 12,000 | 21,000 | 7,000 | 3,000 | 0 | 500 | 3,000 | 150,815 |
| Season Passes - Sold Online | 473 | 473 | 1,260 | 65,000 | 95,000 | 94,000 | 24,000 | 1,623 | 6,781 | 473 | 15,000 | 17,000 | 321,083 |
| Day Passes - Sold in Park | 0 | 0 | 0 | 0 | 82,000 | 315,000 | 345,000 | 82,000 | 25,000 | 0 | 0 | 0 | 849,000 |

| | | | | | | | | | | | | | |
|-----------------------------------|------------|------------|--------------|----------------|----------------|----------------|----------------|----------------|---------------|--------------|---------------|---------------|------------------|
| Dav Passes - Sold Online | 0 | 0 | 0 | 0 | 35,000 | 40,000 | 25,000 | 60,000 | 17,000 | 0 | 0 | 0 | 177,000 |
| Dav Passes - Birthdays | 0 | 0 | 0 | 0 | 8,000 | 20,000 | 30,000 | 10,500 | 1,500 | 0 | 0 | 0 | 70,000 |
| Dav Passes - Group Sales | 0 | 0 | 0 | 0 | 8,000 | 13,000 | 15,000 | 12,000 | 0 | 0 | 0 | 0 | 48,000 |
| Dav Passes - Consignment Accounts | 0 | 0 | 0 | 0 | 1,000 | 4,000 | 5,000 | 2,000 | 250 | 0 | 0 | 0 | 12,250 |
| Facility Use Fee | 0 | 0 | 0 | 0 | 5,000 | 28,000 | 15,000 | 25,000 | 3,000 | 0 | 0 | 0 | 76,000 |
| Rentals - Cabana | 0 | 0 | 0 | 0 | 5,000 | 30,000 | 25,000 | 10,000 | 3,000 | 750 | 0 | 0 | 73,750 |
| Sponsorship Contracts | 0 | 0 | 1,500 | 18,000 | 15,000 | 5,000 | 3,500 | 3,500 | 0 | 0 | 0 | 0 | 46,500 |
| Total Waterpark Revenue | 473 | 473 | 3,075 | 104,000 | 337,000 | 561,000 | 508,500 | 213,623 | 59,531 | 1,223 | 15,500 | 20,000 | 1,824,398 |

| | | | | | | | | | | | | | |
|------------------------------|------------|------------|--------------|----------------|----------------|----------------|----------------|----------------|---------------|--------------|---------------|---------------|------------------|
| Net Waterpark Revenue | 473 | 473 | 3,075 | 104,000 | 337,000 | 561,000 | 508,500 | 213,623 | 59,531 | 1,223 | 15,500 | 20,000 | 1,824,398 |
|------------------------------|------------|------------|--------------|----------------|----------------|----------------|----------------|----------------|---------------|--------------|---------------|---------------|------------------|

| | | | | | | | | | | | | | |
|--|--------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|---------------|--------------|--------------|--------------|----------------|
| Waterpark Payroll & Related | | | | | | | | | | | | | |
| Director Salaries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Manager Salaries | 0 | 0 | 2,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 0 | 0 | 0 | 26,000 |
| Wages - Aquatics | 0 | 0 | 3,600 | 8,604 | 74,365 | 91,358 | 101,323 | 70,656 | 24,525 | 0 | 0 | 0 | 374,431 |
| Wages - Park Services | 0 | 0 | 1,900 | 2,900 | 4,411 | 13,000 | 19,000 | 7,546 | 1,500 | 0 | 0 | 0 | 50,257 |
| Wages - Birthday & Cabana Activities | 0 | 0 | 0 | 0 | 2,400 | 13,000 | 13,000 | 7,600 | 2,000 | 0 | 0 | 0 | 38,000 |
| Wages - Guest Services | 0 | 0 | 1,500 | 5,300 | 13,000 | 21,000 | 30,000 | 8,500 | 6,900 | 0 | 0 | 0 | 86,200 |
| FICA - WP | 0 | 0 | 689 | 1,592 | 7,510 | 10,890 | 12,800 | 7,520 | 2,978 | 0 | 0 | 0 | 43,979 |
| FUTA - WP | 0 | 0 | 581 | 1,344 | 6,101 | 8,955 | 10,567 | 6,109 | 2,274 | 0 | 0 | 0 | 35,932 |
| SUTA - WP | 0 | 0 | 63 | 146 | 687 | 997 | 1,171 | 688 | 272 | 0 | 0 | 0 | 4,024 |
| Health Insurance - WP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Worker's Comp - WP | 2,235 | 2,235 | 2,235 | 2,235 | 2,235 | 2,235 | 2,235 | 2,235 | 2,235 | 2,235 | 2,235 | 2,235 | 26,820 |
| 401K Match - WP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Employee Uniforms | 0 | 0 | 0 | 200 | 16,000 | 2,000 | 2,000 | 100 | 350 | 0 | 0 | 0 | 20,650 |
| Employee Training Costs | 0 | 500 | 0 | 0 | 4,000 | 5,000 | 4,000 | 100 | 1,500 | 0 | 0 | 0 | 15,100 |
| Employee Training & Uniforms | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Employee Training & Uniform Cost | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Waterpark Payroll & Related | 2,235 | 2,735 | 12,568 | 26,320 | 134,710 | 172,435 | 200,097 | 115,055 | 48,534 | 2,235 | 2,235 | 2,235 | 721,393 |

| | | | | | | | | | | | | | |
|----------------------------------|----------|----------|--------------|---------------|---------------|---------------|---------------|---------------|--------------|----------|----------|----------|----------------|
| Other Waterpark Operating | | | | | | | | | | | | | |
| Ticketing - Supplies & Costs | 0 | 0 | 0 | 15,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15,000 |
| Tubes & Other Flotation | 0 | 0 | 0 | 0 | 10,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10,000 |
| Safety Equipment | 0 | 0 | 0 | 2,000 | 1,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,000 |
| First Aid Supplies | 0 | 0 | 0 | 500 | 750 | 500 | 250 | 0 | 0 | 0 | 0 | 0 | 2,000 |
| Chemicals & Water Conditioning | 0 | 0 | 4,000 | 8,000 | 11,000 | 23,000 | 13,000 | 10,000 | 6,000 | 0 | 0 | 0 | 75,000 |
| Total Waterpark Other | 0 | 0 | 4,000 | 25,500 | 22,750 | 23,500 | 13,250 | 10,000 | 6,000 | 0 | 0 | 0 | 105,000 |

| | | | | | | | | | | | | | |
|-----------------------------------|--------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|---------------|--------------|--------------|--------------|----------------|
| Total Waterpark Department | 2,235 | 2,735 | 16,568 | 51,820 | 157,460 | 195,935 | 213,347 | 125,055 | 54,534 | 2,235 | 2,235 | 2,235 | 826,393 |
|-----------------------------------|--------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|---------------|--------------|--------------|--------------|----------------|

| | | | | | | | | | | | | | |
|---------------------------------|----------------|----------------|-----------------|---------------|----------------|----------------|----------------|---------------|--------------|----------------|---------------|---------------|----------------|
| Waterpark Department Net | (1,762) | (2,262) | (13,493) | 52,180 | 179,540 | 365,065 | 295,153 | 88,568 | 4,997 | (1,012) | 13,265 | 17,765 | 998,005 |
|---------------------------------|----------------|----------------|-----------------|---------------|----------------|----------------|----------------|---------------|--------------|----------------|---------------|---------------|----------------|

FOOD & BEVERAGE DEPARTMENT

| | | | | | | | | | | | | | |
|-------------------------------------|----------|----------|----------|----------|---------------|----------------|----------------|---------------|---------------|----------|----------|----------|----------------|
| Food & Beverage Revenues | | | | | | | | | | | | | |
| Food Sales | 0 | 0 | 0 | 0 | 37,000 | 128,000 | 130,000 | 50,000 | 9,073 | 0 | 0 | 0 | 354,073 |
| Restaurant - Bev Sales | 0 | 0 | 0 | 0 | 8,000 | 35,000 | 35,000 | 15,000 | 2,953 | 0 | 0 | 0 | 95,953 |
| Beer&Wine- Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F&B Gross Revenue | 0 | 0 | 0 | 0 | 45,000 | 163,000 | 165,000 | 65,000 | 12,026 | 0 | 0 | 0 | 450,026 |
| F&B Net Revenue | 0 | 0 | 0 | 0 | 45,000 | 163,000 | 165,000 | 65,000 | 12,026 | 0 | 0 | 0 | 450,026 |

| | | | | | | | | | | | | | |
|-----------------------------|----------|----------|----------|----------|---------------|---------------|---------------|---------------|--------------|----------|----------|----------|----------------|
| Cost of Sales - Food-20 | 0 | 0 | 0 | 0 | 11,840 | 40,960 | 41,600 | 16,000 | 2,903 | 0 | 0 | 0 | 113,303 |
| Cost of Sales - Beverage-20 | 0 | 0 | 0 | 0 | 2,560 | 11,200 | 11,200 | 4,800 | 945 | 0 | 0 | 0 | 30,705 |
| Cost of Sales - Beer&Wine | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total F&B COS | 0 | 0 | 0 | 0 | 14,400 | 52,160 | 52,800 | 20,800 | 3,848 | 0 | 0 | 0 | 144,008 |

| | | | | | | | | | | | | | |
|-----------------------------|----------|----------|----------|----------|---------------|----------------|----------------|---------------|--------------|----------|----------|----------|----------------|
| F&B Gross Margin | 0 | 0 | 0 | 0 | 30,600 | 110,840 | 112,200 | 44,200 | 8,178 | 0 | 0 | 0 | 306,018 |
|-----------------------------|----------|----------|----------|----------|---------------|----------------|----------------|---------------|--------------|----------|----------|----------|----------------|

| | | | | | | | | | | | | | |
|--|----------|----------|----------|------------|---------------|---------------|---------------|---------------|---------------|----------|----------|----------|----------------|
| F&B Payroll & Related | | | | | | | | | | | | | |
| Managers-Restaurant | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Wages - Food & Beverage | 0 | 0 | 0 | 900 | 9,000 | 34,000 | 34,000 | 25,000 | 8,500 | 0 | 0 | 0 | 111,400 |
| 401K-Match | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FICA-Restaurant | 0 | 0 | 0 | 0 | 1,130 | 3,042 | 3,042 | 2,430 | 1,107 | 0 | 0 | 0 | 10,752 |
| Fed Unemployment Taxes-Restaurant | 0 | 0 | 0 | 0 | 954 | 2,569 | 2,116 | 1,636 | 598 | 0 | 0 | 0 | 7,873 |
| State Unemployment-Restaurant | 0 | 0 | 0 | 0 | 103 | 278 | 278 | 222 | 101 | 0 | 0 | 0 | 984 |
| Worker's Comp-Restaurant | 0 | 0 | 0 | 0 | 403 | 403 | 403 | 403 | 403 | 0 | 0 | 0 | 2,015 |
| Total F&B Payroll & Related | 0 | 0 | 0 | 900 | 11,590 | 40,293 | 39,840 | 29,692 | 10,709 | 0 | 0 | 0 | 133,024 |

| | | | | | | | | | | | | |
|--|----------|----------|-------------|----------------|---------------|----------------|---------------|---------------|----------------|----------|-------------|----------------|
| F&B Other Operating Expenses | | | | | | | | | | | | |
| Cleaning Supplies-Restaurant | 0 | 0 | 0 | 165 | 0 | 245 | 1,000 | 0 | 50 | 0 | 0 | 1,460 |
| Disposable Supplies-Restaurant | 0 | 0 | 0 | 0 | 0 | 629 | 3,324 | 1,134 | 175 | 0 | 0 | 5,262 |
| Menus-Restaurant | 0 | 0 | 0 | 0 | 150 | 0 | 0 | 0 | 0 | 0 | 0 | 150 |
| Utensils and Supplies-Restaurant | 0 | 0 | 0 | 0 | 178 | 147 | 0 | 0 | 0 | 0 | 0 | 325 |
| Operating Taxes & Licenses- | 0 | 0 | 10 | 0 | 35 | 0 | 0 | 0 | 0 | 0 | 10 | 55 |
| Music and Entertainment-Restaurant | 0 | 0 | 0 | 0 | 450 | 20,000 | 450 | 450 | 400 | 0 | 0 | 21,750 |
| Restaurant Equipment-Restaurant | 0 | 0 | 0 | 0 | 0 | 70 | 14 | 0 | 0 | 0 | 0 | 84 |
| Kitchen Fuel-Restaurant | 0 | 0 | 0 | 2,000 | 0 | 500 | 500 | 250 | 0 | 0 | 0 | 3,250 |
| Equipment Rental-Restaurant | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Equipment Transportation-Restaurant | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Meals and Entertainment-Restaurant | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Temporary Help-Restaurant | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total F&B Other Operating | 0 | 0 | 10 | 2,165 | 813 | 21,591 | 5,288 | 1,834 | 625 | 0 | 10 | 32,336 |
| Total F&B Department Expenses | 0 | 0 | 10 | 3,065 | 26,803 | 114,044 | 97,928 | 52,326 | 15,183 | 0 | 10 | 309,369 |
| F&B Department Net | 0 | 0 | (10) | (3,065) | 18,197 | 48,956 | 67,072 | 12,674 | (3,157) | 0 | (10) | 140,657 |

GIFT SHOP & RENTAL DEPARTMENT

| | | | | | | | | | | | | |
|--------------------------------------|----------|----------|----------------|----------------|--------------|---------------|---------------|--------------|--------------|----------|----------|---------------|
| Gift Shop & Rental Revenues | | | | | | | | | | | | |
| Sales - Gift Shop Merchandise | 0 | 0 | 0 | 540 | 7,037 | 15,737 | 12,000 | 5,944 | 1,702 | 0 | 0 | 42,960 |
| Rentals - Lockers | 0 | 0 | 0 | 0 | 2,500 | 5,000 | 5,000 | 3,500 | 1,500 | 0 | 0 | 17,500 |
| Total Gift Shop & Rental | 0 | 0 | 0 | 540 | 9,537 | 20,737 | 17,000 | 9,444 | 3,202 | 0 | 0 | 60,460 |
| Cost of Sales - Gift Shop | 0 | 0 | 7,500 | 7,500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15,000 |
| Gift Shop Payroll & Related | | | | | | | | | | | | |
| Wages - Gift Shop | 0 | 0 | 0 | 0 | 1,500 | 2,500 | 2,500 | 1,500 | 750 | 0 | 0 | 8,750 |
| FICA - Gift Shop | 0 | 0 | 0 | 0 | 115 | 191 | 191 | 115 | 57 | 0 | 0 | 669 |
| FUTA - Gift Shop | 0 | 0 | 0 | 0 | 90 | 150 | 150 | 90 | 45 | 0 | 0 | 525 |
| State UE - Gift Shop | 0 | 0 | 0 | 0 | 11 | 18 | 18 | 11 | 5 | 0 | 0 | 61 |
| Total Gift Shop Payroll & | 0 | 0 | 0 | 0 | 1,715 | 2,859 | 2,859 | 1,715 | 858 | 0 | 0 | 10,006 |
| Total Gift Shop Department | 0 | 0 | 7,500 | 7,500 | 1,715 | 2,859 | 2,859 | 1,715 | 858 | 0 | 0 | 25,006 |
| Total Gift Shop Net Income | 0 | 0 | (7,500) | (6,960) | 7,822 | 17,878 | 14,141 | 7,729 | 2,344 | 0 | 0 | 35,454 |

SALES & MARKETING DEPARTMENT

| | | | | | | | | | | | | |
|--|---|---|-----|-----|-------|-------|-------|-------|-----|-------|-------|--------|
| Marketing Expenses: | | | | | | | | | | | | |
| Prep, Prod. & Copy-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Directories-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Yellow Pages-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Exit-Info guide-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Directories - Other-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Print Media (Prior Year)-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Interstate Travel-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Newspapers - Other-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Golden Years Magazine-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Airline/In-Flight Magazine-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Chamber of Commerce-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CVB Guides-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Magazines-Advertising | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Billboards Rent/Production- | 0 | 0 | 0 | 0 | 1,200 | 3,200 | 6,000 | 3,200 | 0 | 0 | 600 | 14,800 |
| Brochures-Advertising | 0 | 0 | 0 | 0 | 3,000 | 0 | 0 | 0 | 0 | 0 | 0 | 3,000 |
| Flyers/Self-Mailers-Advertising | 0 | 0 | 0 | 0 | 0 | 2,000 | 7,000 | 0 | 0 | 0 | 0 | 9,000 |
| Brochure Distribution-Advertising | 0 | 0 | 0 | 0 | 275 | 275 | 275 | 275 | 0 | 0 | 0 | 1,100 |
| Photography-Advertising | 0 | 0 | 0 | 0 | 0 | 2,000 | 0 | 0 | 0 | 0 | 0 | 2,000 |
| Web advertising | 0 | 0 | 0 | 500 | 1,000 | 4,650 | 8,000 | 2,900 | 0 | 1,000 | 1,000 | 19,050 |
| TV/Radio-Advertising | 0 | 0 | 0 | 0 | 1,100 | 4,700 | 8,000 | 3,950 | 600 | 0 | 0 | 18,350 |
| Advertising Other-Advertising | 0 | 0 | 250 | 250 | 500 | 500 | 500 | 250 | 250 | 0 | 0 | 2,500 |
| Meeting Kits-Advertising | 0 | 0 | 0 | 0 | 500 | 1,500 | 0 | 0 | 0 | 0 | 0 | 2,000 |

| | | | | | | | | | | | | | |
|-------------------------------------|------------|------------|--------------|--------------|---------------|---------------|---------------|---------------|--------------|------------|--------------|--------------|----------------|
| Flyers-Advertising | 0 | 0 | 0 | 0 | 400 | 400 | 400 | 400 | 0 | 0 | 0 | 0 | 1,600 |
| Production Fees | 0 | 0 | 0 | 0 | 1,800 | 1,800 | 4,000 | 550 | 0 | 0 | 0 | 0 | 8,150 |
| Local/Misc. Advertising-Advertising | 0 | 0 | 0 | 0 | 1,400 | 584 | 0 | 0 | 0 | 0 | 0 | 0 | 1,984 |
| Agency Fees-Advertising | 450 | 450 | 750 | 2,500 | 3,250 | 5,000 | 8,000 | 3,250 | 450 | 450 | 650 | 750 | 25,950 |
| Total Marketing Expenses | 450 | 450 | 1,000 | 3,250 | 14,425 | 26,609 | 42,175 | 14,775 | 1,300 | 450 | 2,250 | 2,350 | 109,484 |

| | | | | | | | | | | | | | |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Sales Payroll & Related | | | | | | | | | | | | | |
| Directors-Sales -year round | 2,097 | 2,097 | 2,097 | 2,516 | 3,145 | 3,495 | 3,495 | 3,495 | 3,145 | 2,097 | 2,500 | 2,500 | 32,679 |
| Managers-Sales | 0 | 400 | 1,250 | 2,800 | 2,000 | 2,200 | 2,800 | 2,500 | 1,400 | 0 | 0 | 0 | 15,350 |
| Sales Representative-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Corp Coordinator-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Group Coordinator-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Office Staff-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Training-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bonus-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Commissions-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Special Pay-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Holiday Pay-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vacation Pay-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sick Pay-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FICA-Sales | 160 | 191 | 256 | 407 | 394 | 436 | 482 | 459 | 348 | 160 | 191 | 191 | 3,674 |
| Fed Unemployment Taxes-Sales | 126 | 150 | 201 | 319 | 309 | 342 | 378 | 360 | 273 | 126 | 150 | 150 | 2,882 |
| State Unemployment-Sales | 15 | 17 | 23 | 37 | 36 | 40 | 44 | 42 | 32 | 15 | 18 | 18 | 336 |
| Health Insurance-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Worker's Comp-Sales | 94 | 94 | 94 | 94 | 94 | 94 | 94 | 94 | 94 | 94 | 94 | 94 | 1,128 |
| Employee Meals-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 401-K Match-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Benefits-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Sales Payroll & Related | 2,492 | 2,949 | 3,921 | 6,173 | 5,977 | 6,606 | 7,292 | 6,949 | 5,291 | 2,492 | 2,953 | 2,953 | 56,049 |

| | | | | | | | | | | | | | |
|---------------------------------------|------------|------------|------------|------------|--------------|--------------|--------------|------------|------------|------------|------------|------------|---------------|
| Other Sales Operating Expenses | | | | | | | | | | | | | |
| Office Supplies-Sales | 25 | 25 | 25 | 25 | 300 | 300 | 50 | 25 | 25 | 25 | 25 | 25 | 875 |
| Printing & Stationary-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Uniforms-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Postage - Routine Office-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200 | 0 | 0 | 200 |
| Equipment Rental-Sales | 0 | 0 | 0 | 0 | 250 | 250 | 500 | 0 | 0 | 0 | 0 | 0 | 1,000 |
| Telephone-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Travel-Sales | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 900 |
| Meals and Entertainment-Sales | 0 | 0 | 0 | 0 | 333 | 333 | 333 | 333 | 0 | 0 | 0 | 0 | 1,332 |
| Relocation Expense-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Temporary Help-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dues & Subscriptions-Sales | 0 | 0 | 0 | 0 | 3,000 | 2,000 | 100 | 0 | 0 | 0 | 0 | 0 | 5,100 |
| AV Rental-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Conference & Seminars-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Trade Shows-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Training Aids-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Advertising, Bus. Promo In-Sales | 0 | 350 | 350 | 350 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,050 |
| Bus. Meals & Ent. - Outside-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Contributions-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Public Relations-Sales | 0 | 0 | 0 | 0 | 0 | 75 | 50 | 50 | 0 | 0 | 0 | 0 | 175 |
| Guest Relations-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Employee Relations-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guest Amenities-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 95 | 0 | 0 | 0 | 0 | 0 | 95 |
| Promo Other-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Gift Certificates-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CAP Program-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Package Coupons-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FD & Bev Coupons-Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Operating Expense-Sales | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 900 |
| Total Sales Other Operating | 175 | 525 | 525 | 525 | 4,033 | 3,108 | 1,278 | 558 | 175 | 375 | 175 | 175 | 11,627 |

| | | | | | | | | | | | | | |
|---|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|--------------|--------------|--------------|--------------|----------------|
| Total Sales Expenses | 2,667 | 3,474 | 4,446 | 6,698 | 10,010 | 9,714 | 8,570 | 7,507 | 5,466 | 2,867 | 3,128 | 3,128 | 67,676 |
| Total Sales & Marketing Expenses | 3,117 | 3,924 | 5,446 | 9,948 | 24,435 | 36,323 | 50,745 | 22,282 | 6,766 | 3,317 | 5,378 | 5,478 | 177,160 |

ADMINISTRATION & GENERAL

Payroll & Related

| | | | | | | | | | | | | | |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Executives-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| GM-A&G-YEAR ROUND | 6,833 | 6,833 | 6,833 | 6,833 | 6,833 | 6,833 | 6,833 | 6,833 | 6,833 | 6,833 | 6,833 | 6,833 | 81,996 |
| AGM-A&G | 6,416 | 6,416 | 6,416 | 6,416 | 6,416 | 6,416 | 6,416 | 6,416 | 6,416 | 6,416 | 6,416 | 6,416 | 76,992 |
| Office Staff-A&G | 0 | 0 | 600 | 800 | 1,500 | 3,800 | 3,500 | 2,100 | 600 | 0 | 0 | 0 | 12,900 |
| Personnel Management-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Training-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Security-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bonus & Commission-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Holiday Pay-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vacation Pay-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 401K-Match | 753 | 753 | 753 | 753 | 753 | 753 | 753 | 753 | 753 | 753 | 753 | 753 | 9,036 |
| FICA-A&G | 1,071 | 1,071 | 1,117 | 1,132 | 1,186 | 1,362 | 1,339 | 1,232 | 1,117 | 1,071 | 1,071 | 1,071 | 13,841 |
| Fed Unemployment Taxes-A&G | 840 | 840 | 466 | 478 | 520 | 658 | 640 | 556 | 466 | 430 | 430 | 430 | 6,756 |
| State Unemployment-A&G | 98 | 98 | 102 | 104 | 109 | 125 | 123 | 113 | 102 | 98 | 98 | 98 | 1,266 |
| Health Insurance-A&G | 593 | 617 | 1,106 | 828 | 788 | 817 | 659 | 1,570 | 630 | 545 | 560 | 545 | 9,258 |
| Worker's Comp-A&G | 327 | 327 | 327 | 327 | 327 | 327 | 327 | 327 | 327 | 327 | 327 | 327 | 3,924 |
| Employee Meals-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 401-K Match-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Benefits-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Admin Payroll & Related | 16,931 | 16,955 | 17,720 | 17,671 | 18,432 | 21,091 | 20,590 | 19,900 | 17,244 | 16,473 | 16,488 | 16,473 | 215,969 |

| | | | | | | | | | | | | | |
|--------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Other Administrative Expenses | | | | | | | | | | | | | |
| Office Supplies-A&G | 50 | 50 | 50 | 100 | 100 | 50 | 50 | 50 | 100 | 50 | 50 | 100 | 800 |
| Printing & Stationary-A&G | 247 | 247 | 247 | 247 | 247 | 344 | 348 | 247 | 247 | 175 | 175 | 247 | 3,018 |
| Operating Expense-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Uniforms-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Postage - Routine Office-A&G | 0 | 50 | 0 | 50 | 100 | 50 | 50 | 50 | 50 | 50 | 0 | 100 | 550 |
| Overnight Express-A&G | 0 | 0 | 0 | 31 | 40 | 0 | 54 | 0 | 0 | 0 | 0 | 0 | 125 |
| Operating Taxes & Licenses-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Taxes & Licenses-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Security Services-A&G | 0 | 0 | 0 | 0 | 2,500 | 5,000 | 5,000 | 4,500 | 2,500 | 0 | 0 | 0 | 19,500 |
| Music Service | 0 | 0 | 0 | 0 | 480 | 480 | 480 | 0 | 0 | 0 | 0 | 0 | 1,440 |
| Equipment Rental-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Plant Rental-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reader Board-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Storage-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Armored Car Services-A&G | 0 | 0 | 0 | 0 | 500 | 500 | 500 | 366 | 366 | 0 | 0 | 0 | 2,232 |
| Outside Computer Service-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Telephone-A&G | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 3,600 |
| Travel -A&G | 0 | 0 | 0 | 2,000 | 1,000 | 0 | 2,000 | 0 | 1,000 | 0 | 3,000 | 0 | 9,000 |
| Meals and Entertainment-A&G | 0 | 0 | 0 | 0 | 500 | 0 | 0 | 0 | 0 | 1,000 | 1,000 | 0 | 2,500 |
| Training & Development-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Employee Relations-A&G | 0 | 0 | 0 | 250 | 0 | 500 | 500 | 500 | 100 | 0 | 0 | 0 | 1,850 |
| Guest Relations-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Relocation Expense-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Help Wanted Ads-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Temporary Help-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Outside Payroll Service-A&G | 500 | 1,500 | 1,500 | 2,000 | 6,000 | 5,000 | 6,000 | 3,000 | 1,500 | 2,500 | 2,500 | 500 | 32,500 |
| Employment Agency Fee-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit and Collections-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Loss/Damage-A&G | 0 | 0 | 0 | 0 | 0 | 442 | 442 | 442 | 0 | 0 | 0 | 0 | 1,326 |
| Cash O/S-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bad Debt-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Card Fees-A&G | 0 | 0 | 1,000 | 1,500 | 2,000 | 6,000 | 10,000 | 9,000 | 5,000 | 2,000 | 500 | 2,000 | 39,000 |
| Bank Fees-A&G | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1,200 |
| Centralized Accounting-A&G | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 3,060 |
| Professional Fees-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Legal Fees-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Accounting Fees-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Information Technology-A&G | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,000 |
| Insurance General-A&G | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 120,000 |
| Insurance - EPLI / Crime | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 4,800 |
| Office Lease-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dues & Subscriptions-A&G | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 10,800 |
| Conference & Seminars-A&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,500 | 0 | 3,500 |
| Other Operating Expense-A&G | 143 | 20 | 20 | 500 | 1,500 | 3,000 | 1,500 | 1,000 | 250 | 250 | 250 | 250 | 8,683 |
| Total Other Administrative | 13,145 | 14,072 | 15,022 | 18,883 | 27,172 | 33,571 | 39,129 | 31,360 | 23,318 | 18,230 | 23,180 | 15,402 | 272,484 |
| Total Administrative Expenses | 30,076 | 31,027 | 32,742 | 36,554 | 45,604 | 54,662 | 59,719 | 51,260 | 40,562 | 34,703 | 39,668 | 31,875 | 488,453 |

MAINTENANCE EXPENSES

| | | | | | | | | | | | | | |
|--|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------|--------------|----------------|
| Pavroll & Related | | | | | | | | | | | | | |
| Directors-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Chief Engineer-Maintenance -YEAR ROUND | 4,684 | 4,684 | 4,684 | 4,684 | 4,684 | 4,684 | 4,684 | 4,684 | 4,684 | 4,684 | 4,684 | 4,684 | 56,208 |
| Asst. Chief Engineer-Maintenance | 0 | 0 | 1,100 | 2,800 | 4,300 | 4,600 | 4,100 | 3,000 | 1,400 | 1,400 | 0 | 0 | 22,700 |
| R&M Wages-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Training-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Bonus & Commission-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Special Pay-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Holiday Pay-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vacation Pay-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sick Pay-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FICA-Maintenance | 358 | 358 | 442 | 573 | 687 | 710 | 672 | 588 | 465 | 465 | 358 | 358 | 6,036 |
| Fed Unemployment Taxes- | 281 | 281 | 66 | 168 | 258 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,054 |
| State Unemployment-Maintenance | 33 | 33 | 40 | 52 | 63 | 65 | 61 | 54 | 43 | 43 | 33 | 33 | 552 |
| Health Insurance-Maintenance | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 14,400 |
| Worker's Comp-Maintenance | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 280 | 3,360 |
| Employee Meals-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 401-K Match-Maintenance | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 225 | 2,700 |
| Other Benefits-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Maintenance Payroll & | 7,061 | 7,061 | 8,038 | 9,982 | 11,697 | 11,764 | 11,222 | 10,031 | 8,297 | 8,297 | 6,780 | 6,780 | 107,011 |
| Other Maintenance Expenses | | | | | | | | | | | | | |
| Cleaning Supplies & Chemical- | 0 | 0 | 0 | 500 | 2,500 | 3,000 | 2,000 | 1,000 | 500 | 0 | 0 | 0 | 9,500 |
| Printing & Stationary-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Uniforms-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Outside Cleaning-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Equipment Rental-Maintenance | 0 | 0 | 0 | 500 | 0 | 0 | 0 | 0 | 500 | 0 | 0 | 0 | 1,000 |
| Telephones-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Tools & Equipment-Maintenance | 500 | 0 | 0 | 100 | 100 | 250 | 250 | 250 | 100 | 100 | 100 | 100 | 1,850 |
| Light Bulbs | 0 | 0 | 0 | 0 | 2,500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,500 |
| Van Fuel-Maintenance | 0 | 0 | 0 | 75 | 50 | 50 | 50 | 50 | 50 | 0 | 0 | 0 | 325 |
| Repairs & Maint - Equipment | 100 | 250 | 500 | 5,000 | 2,500 | 1,500 | 500 | 250 | 250 | 250 | 100 | 100 | 11,300 |
| Service Contracts-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Building-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Roof Repair-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Painting & Interior-Maintenance | 250 | 0 | 0 | 10,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10,250 |
| Furniture & Fixtures-Maintenance | 0 | 7,100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7,100 |
| Office Equipment-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Laundry Equipment-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Restaurant Equipment-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Computer Hardware-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Television-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Plumbing-Maintenance | 0 | 0 | 1,000 | 250 | 0 | 1,000 | 250 | 0 | 0 | 0 | 0 | 0 | 2,500 |
| Electrical & Mechanical-Maintenance | 0 | 0 | 0 | 2,500 | 100 | 500 | 500 | 100 | 100 | 0 | 0 | 0 | 3,800 |
| Locks & Keys-Maintenance | 0 | 0 | 0 | 50 | 100 | 100 | 50 | 0 | 0 | 0 | 100 | 0 | 400 |
| Refrigeration-Maintenance | 0 | 0 | 0 | 0 | 100 | 250 | 100 | 0 | 0 | 0 | 0 | 0 | 450 |
| HVAC-Maintenance | 0 | 0 | 0 | 500 | 0 | 250 | 250 | 250 | 0 | 0 | 0 | 0 | 1,250 |
| Floor Covering-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Window Cleaning-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Trash Removal-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Pest Control-Maintenance | 85 | 85 | 85 | 85 | 165 | 165 | 165 | 165 | 165 | 85 | 85 | 85 | 1,420 |
| Fire & Safety-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sewage and Well-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Grounds/Landscaping-Maintenance | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 18,000 |
| Signs-Maintenance | 0 | 0 | 0 | 2,500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,500 |
| Parking Lot Repair-Maintenance | 0 | 0 | 0 | 0 | 1,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,000 |
| Pool-Maintenance | 0 | 0 | 0 | 0 | 10,500 | 1,500 | 1,250 | 0 | 0 | 0 | 0 | 0 | 13,250 |
| Temporary Help-Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Operating Expense- | 0 | 0 | 200 | 200 | 2,000 | 2,000 | 2,000 | 200 | 200 | 0 | 0 | 0 | 6,800 |
| Total Other Maintenance | 2,435 | 8,935 | 3,285 | 23,760 | 23,115 | 12,065 | 8,865 | 3,765 | 3,365 | 1,935 | 1,885 | 1,785 | 95,195 |
| Total Maintenance Expenses | 9,496 | 15,996 | 11,323 | 33,742 | 34,812 | 23,829 | 20,087 | 13,796 | 11,662 | 10,232 | 8,665 | 8,565 | 202,206 |

| | | | | | | | | | | | | | |
|-------------------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|--------------|--------------|--------------|--------------|----------------|
| Utilities | | | | | | | | | | | | | |
| Gas-Utilities | 50 | 50 | 50 | 50 | 300 | 500 | 150 | 63 | 50 | 50 | 50 | 50 | 1,413 |
| Electricity-Utilities | 2,000 | 2,000 | 2,000 | 2,000 | 4,489 | 30,000 | 28,660 | 15,130 | 2,000 | 2,000 | 2,000 | 2,000 | 94,279 |
| Sewer & Water-Utilities | 100 | 149 | 325 | 1,768 | 5,436 | 4,636 | 6,260 | 5,260 | 3,232 | 100 | 100 | 100 | 27,466 |
| Waste Disposal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Utilities | 2,150 | 2,199 | 2,375 | 3,818 | 10,225 | 35,136 | 35,070 | 20,453 | 5,282 | 2,150 | 2,150 | 2,150 | 123,158 |

| | | | | | | | | | | | | | |
|------------------------------|----------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|--------------|-----------|------------|--------------|----------------|
| Management Fees | | | | | | | | | | | | | |
| Management Fee-Fixed | 6,750 | 6,750 | 6,750 | 5,227 | 19,577 | 37,237 | 34,525 | 14,403 | 3,738 | 61 | 775 | 1,000 | 136,793 |
| Incentive Fees-Fixed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Guarantee Fees-Fixed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Management Fees | 0 | 6,750 | 6,750 | 5,227 | 19,577 | 37,237 | 34,525 | 14,403 | 3,738 | 61 | 775 | 1,000 | 130,043 |



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: March 9, 2026
SUBJECT: 2026 Prioritized Capital Improvement Plan for Water

SUMMARY

Presented for consideration at the March 17 regular meeting is a condensed version of the original Prioritized Capital Improvement Plan for Water for the year 2026. The original plan was originally presented at the December 2, 2025 meeting addressing project needs from 2026 through 2035 and was defeated. This plan was revisited at the February 10, 2026 Study Session where it was suggested by the Board that the plan be condensed, limited to smaller pieces with identified funding.

Funding is identified and available in 2026 for the following prioritized projects:

1. I-540 Waterline Crossing-Euper Lane,
2. Midland Bridge Transmission Line Repair,
3. Racetrack Road Water Line Improvements, and
4. I-49 and Highway 22 Transmission Line Encasement.

If this CIP plan is approved, the individual projects will be presented to the Board for approval as contracts are awarded. Staff anticipates bringing additional projects to the Board for approval as funding is identified, and continues to explore grant opportunities as a potential funding mechanism for future projects.

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

ATTACHMENTS

1. [3-17-26_Item_ID_2624_Resolution_Engineering-Utilities.pdf](#)
2. [3-17-26_Item ID 2624 Water CIP Engineering-Utilities.pdf](#)

RESOLUTION NO. _____

RESOLUTION ACCEPTING AND AUTHORIZING IMPLEMENTATION OF THE
2026 PRIORITIZED CAPITAL IMPROVEMENT PLAN FOR WATER

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

SECTION 1: 2026 Prioritized Capital Improvement Plan-Water, as identified and summarized in the attachment hereto, is hereby accepted.

SECTION 2: The staff is directed to proceed with implementation of the 2026 Prioritized Capital Improvement Plan for Water approved by Section 1 as funding is available.

This Resolution adopted this _____ day of _____ 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



_____npr

CITY OF FORT SMITH
Engineering Department's 2026 Water Capital Improvement Program

| Description | Project # | Estimated 2026 Expenditure | 2026 Priority |
|--|-----------|----------------------------------|------------------|
| | | | |
| Rehabilitation of I-540 Water Line Crossing (Euper Lane) | 23-22 | \$ 2,000,000 | 1 |
| Midland Bridge Transmission Line Repair | 23-21 | \$ 1,000,000 | 2 |
| Race Track Road Water Line Improvements | 24-15 | \$ 2,000,000 | 3 |
| I-49 and Highway 22 Transmission Line Encasement | TBD | \$ 250,000 | 4 |
| Subtotal | | \$ 5,250,000 | |



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. [3-17-26_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

| TRACT | PARCEL# | ADDRESS | OWNER NAME | VALUE |
|-------|---------------------|----------------|-----------------------------|-----------|
| 13 | 18454-0284-00000-00 | 3712 Morris Dr | Miguel & Maria Velasco | \$ 422.00 |
| 14 | 18454-0283-00000-00 | 3717 Morris Dr | Oscar G Figueroa | \$ 433.00 |
| 15 | 18454-0282-00000-00 | 3713 Morris Dr | Andrew McMinn | \$ 443.50 |
| 16 | 18454-0281-00000-00 | 3709 Morris Dr | Dana L Killian Living Trust | \$ 454.50 |
| 17 | 18454-0279-00000-00 | 3701 Morris Dr | Guadalupe Vargas Jr | \$ 659.50 |
| 18 | 18454-0278-00000-00 | 3601 Morris Dr | Digna Mejia Velasquez | \$ 151.50 |
| 19 | 18454-0280-00000-00 | 3705 Morris Dr | Guillermo A Morga | \$ 43.50 |



February 6, 2026

Dear **Miguel & Maria Velasco**:

The City of Fort Smith is currently undergoing a complete examination of its Wastewater Collection and Transmission System. The City, and its contractors, are performing SSA (Sanitary Sewer Assessment) activities in various Sub-Basins throughout the City. These SSA activities are necessary to assess the condition of the pipes in the City's Sub-Basins to determine if repair or replacement is needed.

As the City takes measures to increase the overall capacity of its Wastewater Collection and Transmission System, several components of said system are being upgraded throughout the City. These repair(s) and replacement(s) to the Sub-Basins, will have an impact on your property located at **3712 Morris Dr. Fort Smith, AR 72901**. The City of Fort Smith is needing a Sewer Utility Easement on your property. An exhibit showing the easement area across your property is enclosed for your reference. The consideration offered by the City is **\$422.00**.

The Utility Department will be taking this project, that includes your property at **3712 Morris Dr Fort Smith, AR 72901**, to the Fort Smith Board of Directors on **February 17, 2026**. 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 –

2016 SSA Remedial Measures – Sub-Basin S007, Project# 17-12

Property Tract Number is –

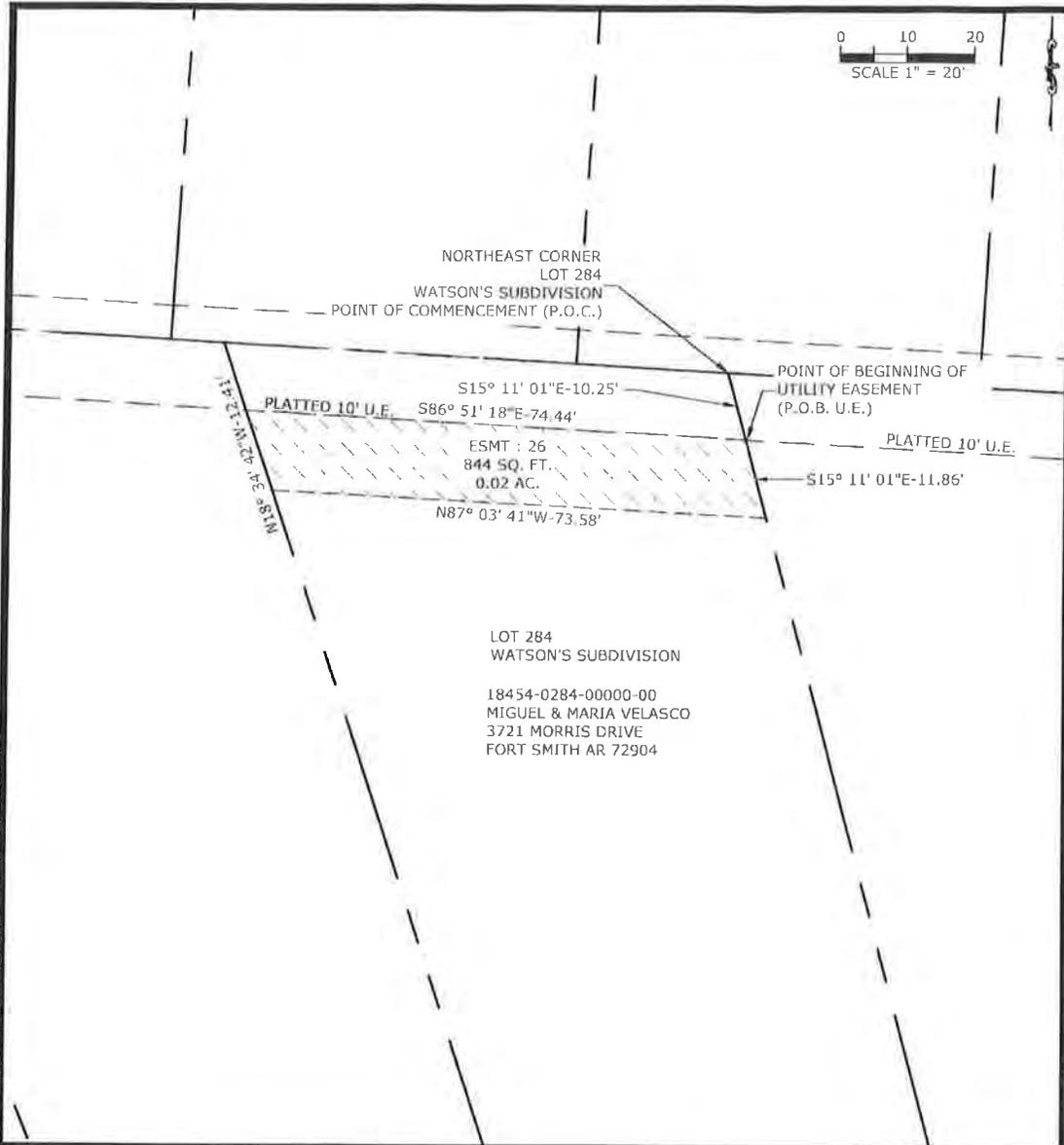
Tract 13

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,

A handwritten signature in blue ink, appearing to read "Chad Bethel", written over a light blue horizontal line.

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



0 10 20
SCALE 1" = 20'

NORTHEAST CORNER
LOT 284
WATSON'S SUBDIVISION
POINT OF COMMENCEMENT (P.O.C.)

POINT OF BEGINNING OF
UTILITY EASEMENT
(P.O.B. U.E.)

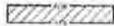
PLATTED 10' U.E.

PLATTED 10' U.E.

ESMT : 26
844 SQ. FT.
0.02 AC.

LOT 284
WATSON'S SUBDIVISION
18454-0284-00000-00
MIGUEL & MARIA VELASCO
3721 MORRIS DRIVE
FORT SMITH AR 72904

LEGEND

- 18454-0284-00000-00 — TAX PARCEL NUMBER
- 2025-03933 — DEED RECORD
- — EXISTING PROPERTY LINE
-  — PROPOSED RIGHT-OF-WAY
-  — PROPOSED UTILITY EASEMENT
-  — PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | | |
|-----------|--------|----------|
| DATE | BY | REVISION |
| 11/2/2026 | PVZ | REVISED |
| AS NOTED | 172152 | |

EX-26

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN S007
FORT SMITH, AR
TRACT 26
MIGUEL & MARIA VELASCO

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1500 E. SHAMUS ST.
FAYETTEVILLE, AR 72703
(479) 443-2311
MCE-ENGINEERS.COM



February 6, 2026

Dear **Oscar G Figueroa**:

The City of Fort Smith is currently undergoing a complete examination of its Wastewater Collection and Transmission System. The City, and its contractors, are performing SSA (Sanitary Sewer Assessment) activities in various Sub-Basins throughout the City. These SSA activities are necessary to assess the condition of the pipes in the City's Sub-Basins to determine if repair or replacement is needed.

As the City takes measures to increase the overall capacity of its Wastewater Collection and Transmission System, several components of said system are being upgraded throughout the City. These repair(s) and replacement(s) to the Sub-Basins, will have an impact on your property located at **3717 Morris Dr. Fort Smith, AR 72901**. The City of Fort Smith is needing a Sewer Utility Easement on your property. An exhibit showing the easement area across your property is enclosed for your reference. The consideration offered by the City is **\$433.00**.

The Utility Department will be taking this project, that includes your property at **3717 Morris Dr Fort Smith, AR 72901**, to the Fort Smith Board of Directors on **February 17, 2026**. 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 –

2016 SSA Remedial Measures – Sub-Basin S007, Project# 17-12

Property Tract Number is –

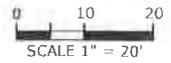
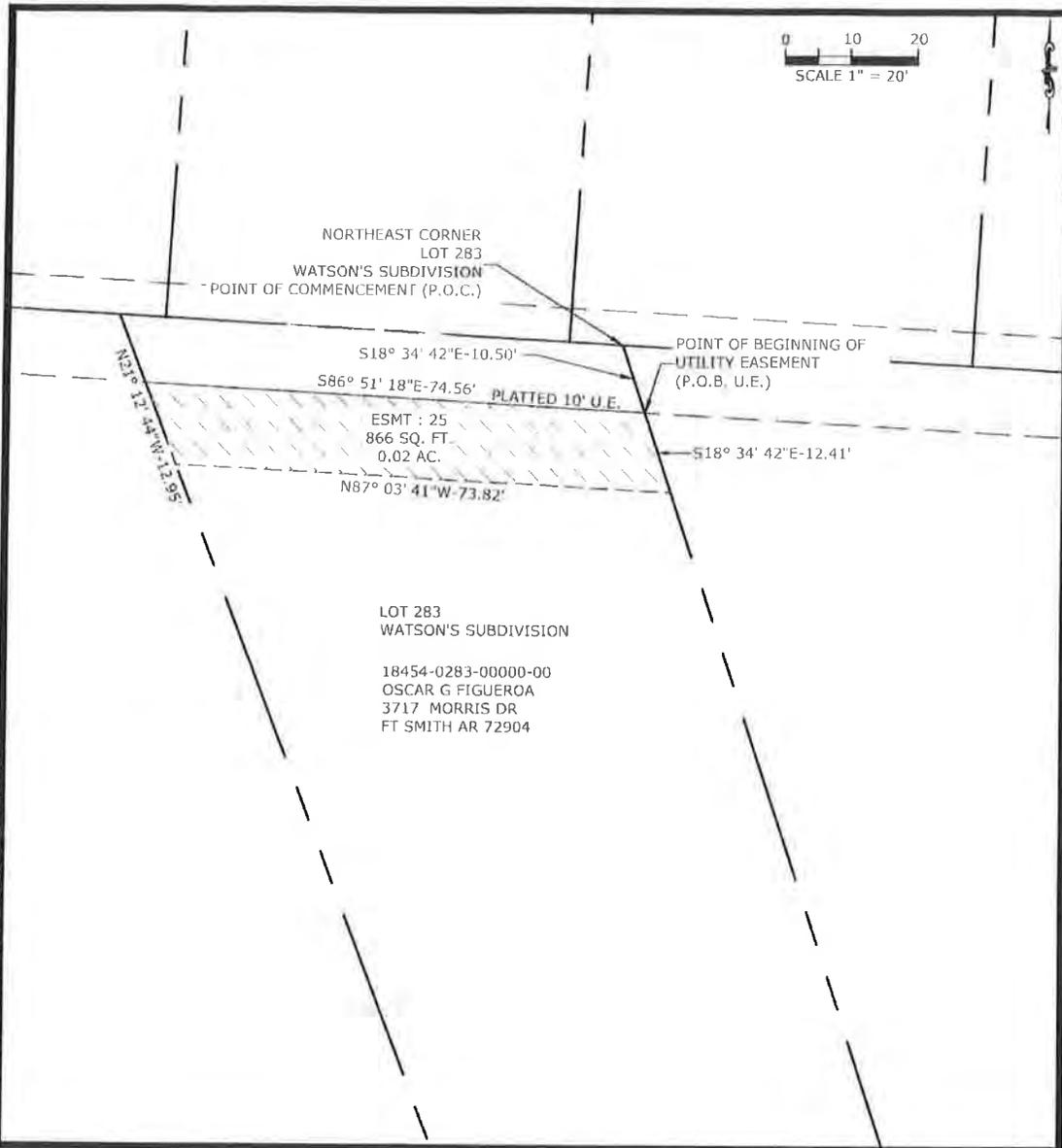
Tract 14

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,

A handwritten signature in blue ink, appearing to read "Chad Bethel", written over a light blue horizontal line.

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



LEGEND

- 18454-0283-00000-00 — TAX PARCEL NUMBER
- 2023-15759 — DEED RECORD
- — — — — EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | |
|--------------|-------------|
| PROJECT NO. | 2011-001-10 |
| DATE | 01/20/26 |
| AS NOTED | 12/15/25 |
| EX-25 | |

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN S007
FORT SMITH, AR
TRACT 25
OSCAR G FIGUEROA

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.

1500 E. STEPHENS ST.
FAYETTEVILLE, AR 72703
(479) 543-2377
P.O. BOX 900000, FT. SMITH, AR 72309



February 6, 2026

Dear **Andrew McMinn**:

The City of Fort Smith is currently undergoing a complete examination of its Wastewater Collection and Transmission System. The City, and its contractors, are performing SSA (Sanitary Sewer Assessment) activities in various Sub-Basins throughout the City. These SSA activities are necessary to assess the condition of the pipes in the City's Sub-Basins to determine if repair or replacement is needed.

As the City takes measures to increase the overall capacity of its Wastewater Collection and Transmission System, several components of said system are being upgraded throughout the City. These repair(s) and replacement(s) to the Sub-Basins, will have an impact on your property located at **3713 Morris Dr. Fort Smith, AR 72901**. The City of Fort Smith is needing a Sewer Utility Easement on your property. An exhibit showing the easement area across your property is enclosed for your reference. The consideration offered by the City is **\$443.50**.

The Utility Department will be taking this project, that includes your property at **3713 Morris Dr Fort Smith, AR 72901**, to the Fort Smith Board of Directors on **February 17, 2026**. 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 –

2016 SSA Remedial Measures – Sub-Basin S007, Project# 17-12

Property Tract Number is –

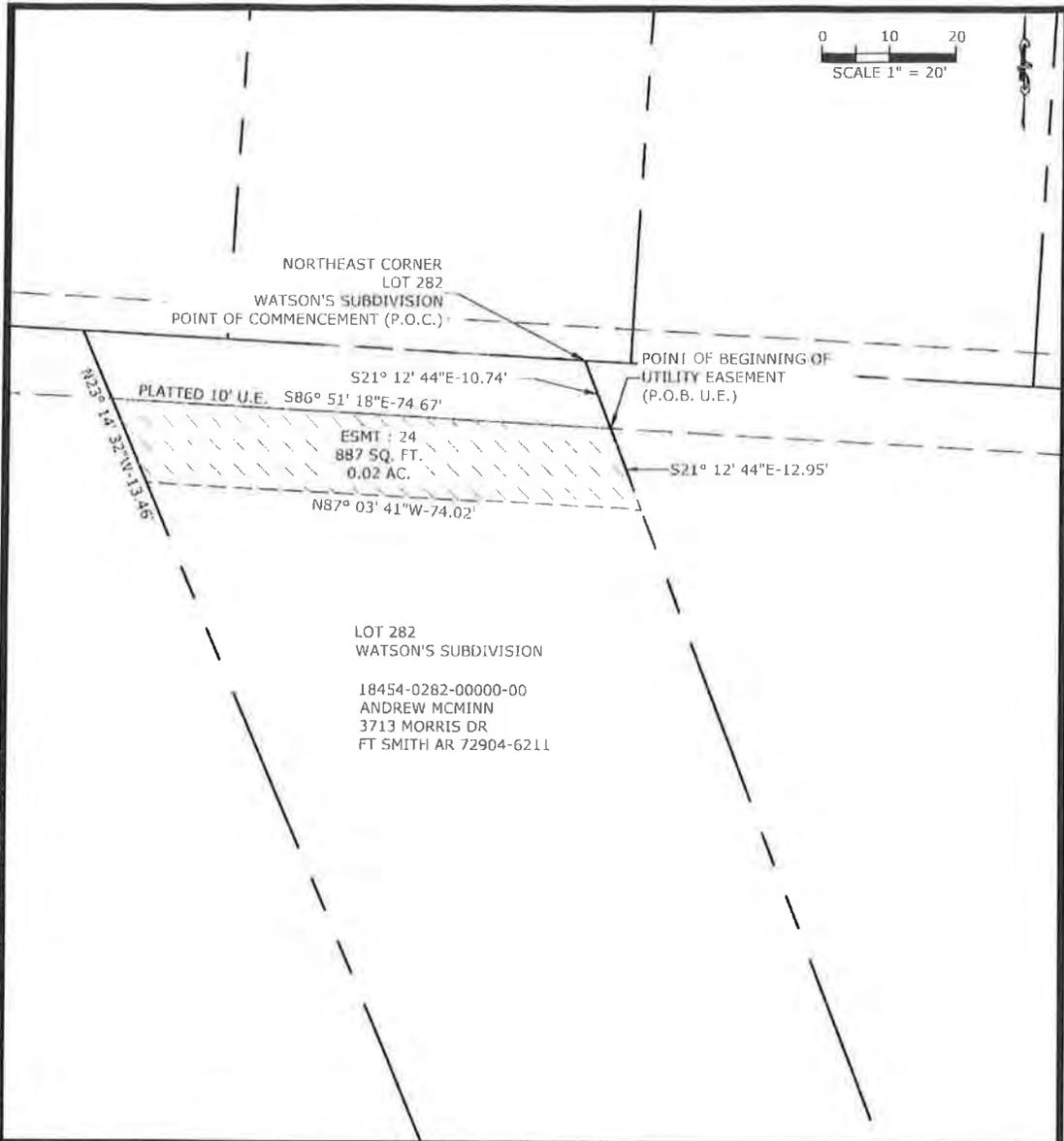
Tract 15

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,

A handwritten signature in blue ink, appearing to read "Chad Bethel", written over a horizontal line.

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



0 10 20
SCALE 1" = 20'

LEGEND

- 18454-0282-00000-00 — TAX PARCEL NUMBER
- 2021-09301 — DEED RECORD
- — EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE (NOT A PLAT OF SURVEY)

| | | | | |
|---|----------------|----------------------------------|--|--|
| 2016 PROJECT DATE 01/22/2026 DRAWN AS NOTED 12/23/22 | PW 12/23/22 | EXHIBIT "A" MAP | 2016 SSA REMEDIAL MEASURES SUB BASIN S007 FORT SMITH, AR TRACT 24 ANDREW MCMINN | MCCLELLAND CONSULTING ENGINEERS, INC. 1580 N. STEARNS ST. FAYETTEVILLE, AR 72703 (479) 493-2177 FAX: (479) 493-2177 |
|---|----------------|----------------------------------|--|--|

EX-24



February 6, 2026

Dear **Dana L Killian Living Trust:**

The City of Fort Smith is currently undergoing a complete examination of its Wastewater Collection and Transmission System. The City, and its contractors, are performing SSA (Sanitary Sewer Assessment) activities in various Sub-Basins throughout the City. These SSA activities are necessary to assess the condition of the pipes in the City's Sub-Basins to determine if repair or replacement is needed.

As the City takes measures to increase the overall capacity of its Wastewater Collection and Transmission System, several components of said system are being upgraded throughout the City. These repair(s) and replacement(s) to the Sub-Basins, will have an impact on your property located at **3709 Morris Dr. Fort Smith, AR 72901**. The City of Fort Smith is needing a Sewer Utility Easement on your property. An exhibit showing the easement area across your property is enclosed for your reference. The consideration offered by the City is **\$454.50**.

The Utility Department will be taking this project, that includes your property at **3709 Morris Dr Fort Smith, AR 72901**, to the Fort Smith Board of Directors on **February 17, 2026**. 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 –

2016 SSA Remedial Measures – Sub-Basin S007, Project# 17-12

Property Tract Number is –

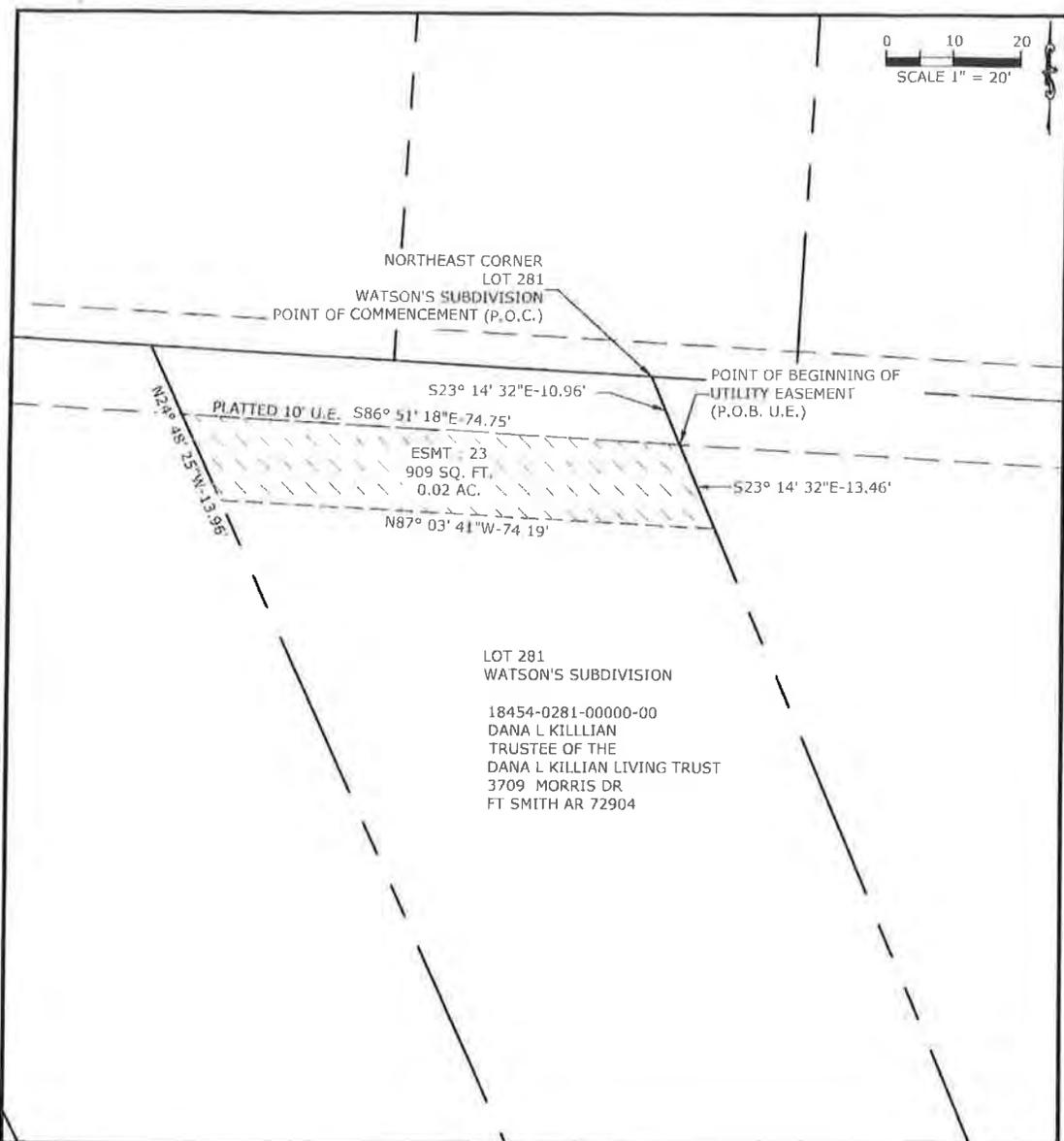
Tract 16

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,

A handwritten signature in blue ink, appearing to read "Chad Bethel".

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



LEGEND

- 18454-0281-00000-00 ——— TAX PARCEL NUMBER
- 2024-12670 ——— DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE (NOT A PLAT OF SURVEY)

| | |
|-------------|----------|
| PROJECT NO. | 172152 |
| DATE | 01/20/26 |
| AS NOTED | |

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN S007
FORT SMITH, AR
TRACT 23
DANA L KILLIAN, TRUSTEE OF THE DANA L KILLIAN LIVING TRUST

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST
FAYETTEVILLE, AR 72703
(479) 343-2311
WWW.MCE.US.COM



February 6, 2026

Dear **Guadalupe Vargas Jr:**

The City of Fort Smith is currently undergoing a complete examination of its Wastewater Collection and Transmission System. The City, and its contractors, are performing SSA (Sanitary Sewer Assessment) activities in various Sub-Basins throughout the City. These SSA activities are necessary to assess the condition of the pipes in the City's Sub-Basins to determine if repair or replacement is needed.

As the City takes measures to increase the overall capacity of its Wastewater Collection and Transmission System, several components of said system are being upgraded throughout the City. These repair(s) and replacement(s) to the Sub-Basins, will have an impact on your property located at **3701 Morris Dr. Fort Smith, AR 72901**. The City of Fort Smith is needing a Sewer Utility Easement on your property. An exhibit showing the easement area across your property is enclosed for your reference. The consideration offered by the City is **\$659.50**.

The Utility Department will be taking this project, that includes your property at **3701 Morris Dr Fort Smith, AR 72901**, to the Fort Smith Board of Directors on **February 17, 2026**. 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 –

2016 SSA Remedial Measures – Sub-Basin S007, Project# 17-12

Property Tract Number is –

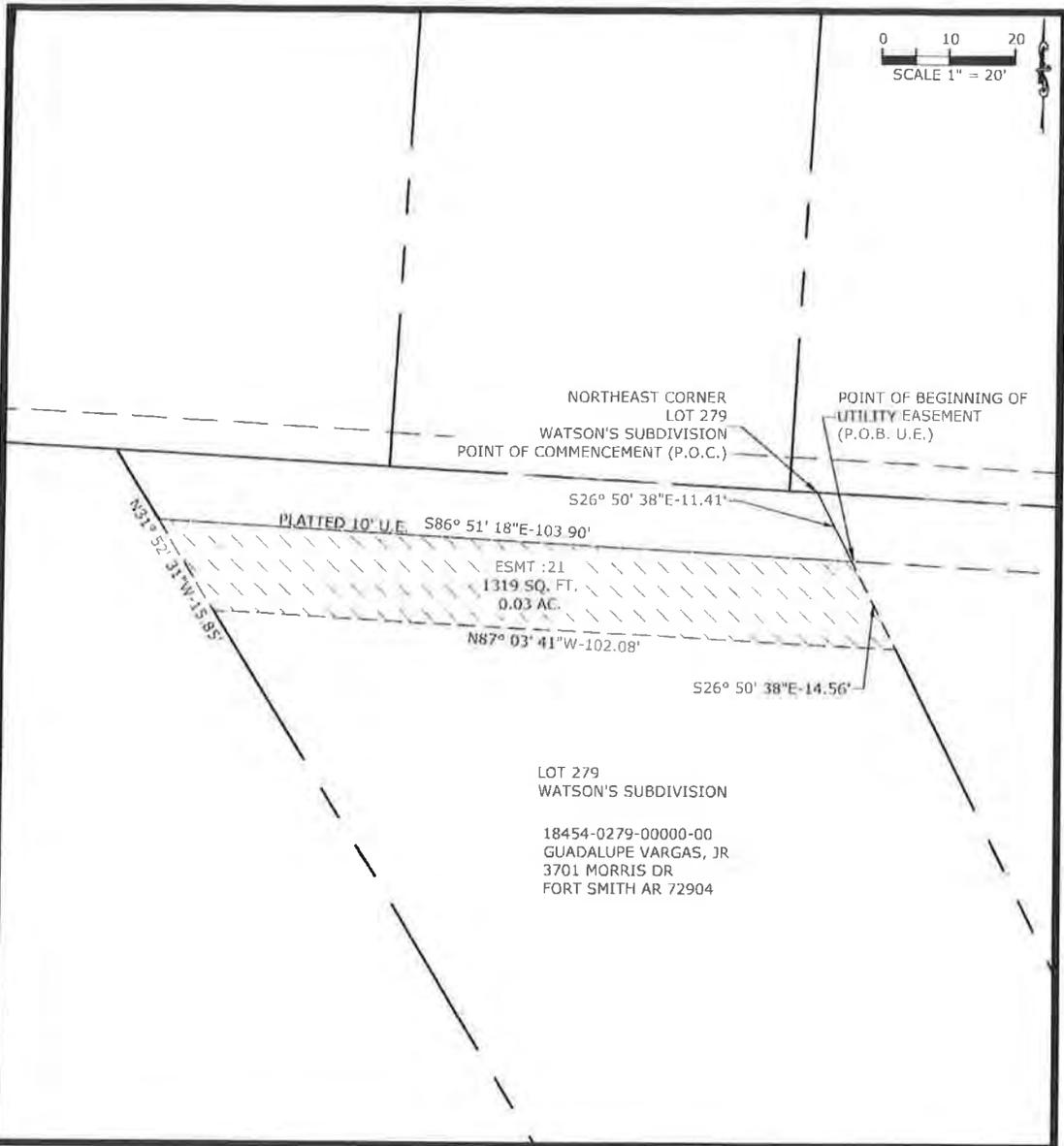
Tract 17

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,

A handwritten signature in blue ink, appearing to read "Chad Bethel", written over a horizontal line.

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



18454-0279-00000-00 - 2016 SSA REMEDIAL MEASURES SUB BASIN S007 FORT SMITH, AR
 7242234 - DEED RECORD
 01/23/26
 172152

LEGEND

- 18454-0279-00000-00 — TAX PARCEL NUMBER
 - 7242234 — DEED RECORD
 - — EXISTING PROPERTY LINE
 - — PROPOSED RIGHT-OF-WAY
 - — PROPOSED UTILITY EASEMENT
 - — PROPOSED TEMP. CONST. EASEMENT
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | |
|----------|--------|
| DATE | BY |
| 01/23/26 | |
| SCALE | CHECK |
| AS NOTED | 172152 |

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN S007
FORT SMITH, AR
TRACT 21
GUADALUPE VARGAS, JR.

MCE McCLELLAND CONSULTING ENGINEERS, INC.
1580 P. STEARNS ST.
FAYETTEVILLE, AR 72704
479-483-7377



February 6, 2026

Dear **Digna Mejia Velasquez**:

The City of Fort Smith is currently undergoing a complete examination of its Wastewater Collection and Transmission System. The City, and its contractors, are performing SSA (Sanitary Sewer Assessment) activities in various Sub-Basins throughout the City. These SSA activities are necessary to assess the condition of the pipes in the City's Sub-Basins to determine if repair or replacement is needed.

As the City takes measures to increase the overall capacity of its Wastewater Collection and Transmission System, several components of said system are being upgraded throughout the City. These repair(s) and replacement(s) to the Sub-Basins, will have an impact on your property located at **3601 Morris Dr. Fort Smith, AR 72901**. The City of Fort Smith is needing a Sewer Utility Easement on your property. An exhibit showing the easement area across your property is enclosed for your reference. The consideration offered by the City is **\$151.50**.

The Utility Department will be taking this project, that includes your property at **3601 Morris Dr Fort Smith, AR 72901**, to the Fort Smith Board of Directors on **February 17, 2026**. 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 –

2016 SSA Remedial Measures – Sub-Basin S007, Project# 17-12

Property Tract Number is –

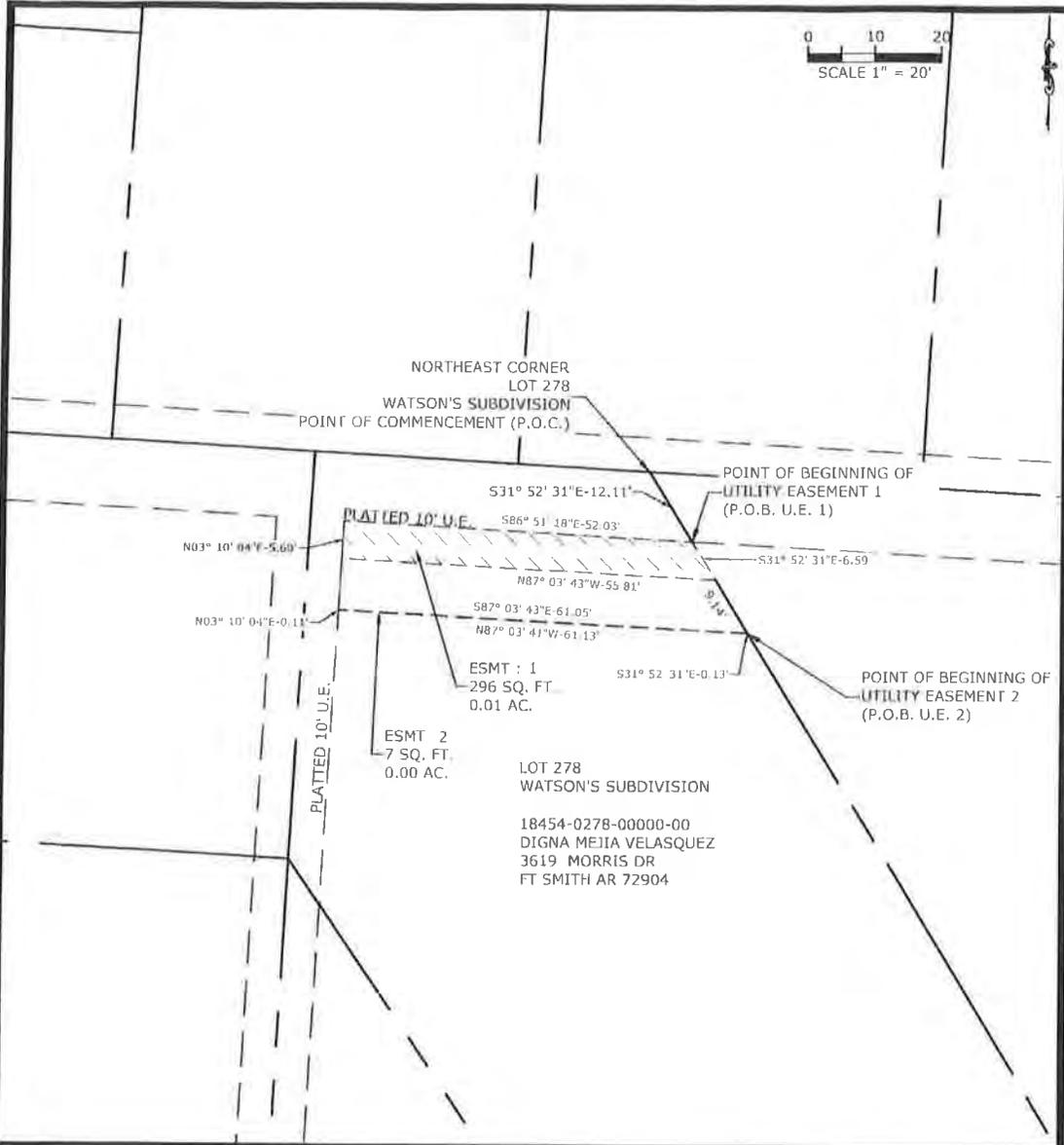
Tract 18

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,

A handwritten signature in blue ink, appearing to read "Chad Bethel", written over a horizontal line.

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



0 10 20
SCALE 1" = 20'

NORTHEAST CORNER
LOT 278
WATSON'S SUBDIVISION
POINT OF COMMENCEMENT (P.O.C.)

POINT OF BEGINNING OF
UTILITY EASEMENT 1
(P.O.B. U.E. 1)

PLATTED 10' U.E.

N03° 10' 04"E-5.60'

S31° 52' 31"E-12.11'

S86° 51' 18"E-52.03'

N87° 03' 43"W-55.81'

S31° 52' 31"E-6.59'

N03° 10' 04"E-0.11'

S87° 03' 43"E-61.05'

N87° 03' 41"W-61.13'

S31° 52' 31"E-0.13'

POINT OF BEGINNING OF
UTILITY EASEMENT 2
(P.O.B. U.E. 2)

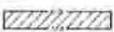
ESMT : 1
296 SQ. FT.
0.01 AC.

ESMT 2
7 SQ. FT.
0.00 AC.

PLATTED 10' U.E.

LOT 278
WATSON'S SUBDIVISION
18454-0278-00000-00
DIGNA MEJIA VELASQUEZ
3619 MORRIS DR
FT SMITH AR 72904

LEGEND

- 18454-0278-00000-00 ——— TAX PARCEL NUMBER
- 2021-17719 ——— DEED RECORD
- EXISTING PROPERTY LINE
-  PROPOSED RIGHT-OF-WAY
-  PROPOSED UTILITY EASEMENT
-  PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | |
|---------------|----|
| DATE REVISION | BY |
| 01/2026 | FW |
| AS 08/18/18 | FW |
| EX-20 | |

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN S007
FORT SMITH, AR
TRACT 20
DIGNA MEJIA VALASQUEZ

MCE McLELLAND CONSULTING ENGINEERS, INC.
1580 E. STEVENS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377



February 6, 2026

Dear **Guillermo A. Morga**:

The City of Fort Smith is currently undergoing a complete examination of its Wastewater Collection and Transmission System. The City, and its contractors, are performing SSA (Sanitary Sewer Assessment) activities in various Sub-Basins throughout the City. These SSA activities are necessary to assess the condition of the pipes in the City's Sub-Basins to determine if repair or replacement is needed.

As the City takes measures to increase the overall capacity of its Wastewater Collection and Transmission System, several components of said system are being upgraded throughout the City. These repair(s) and replacement(s) to the Sub-Basins, will have an impact on your property located at **3705 Morris Dr. Fort Smith, AR 72901**. The City of Fort Smith is needing a Sewer Utility Easement on your property. An exhibit showing the easement area across your property is enclosed for your reference. The consideration offered by the City is **\$43.50**.

The Utility Department will be taking this project, that includes your property at **3705 Morris Dr Fort Smith, AR 72901**, to the Fort Smith Board of Directors on **February 17, 2026**. 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 –

2016 SSA Remedial Measures – Sub-Basin S007, Project# 17-12

Property Tract Number is –

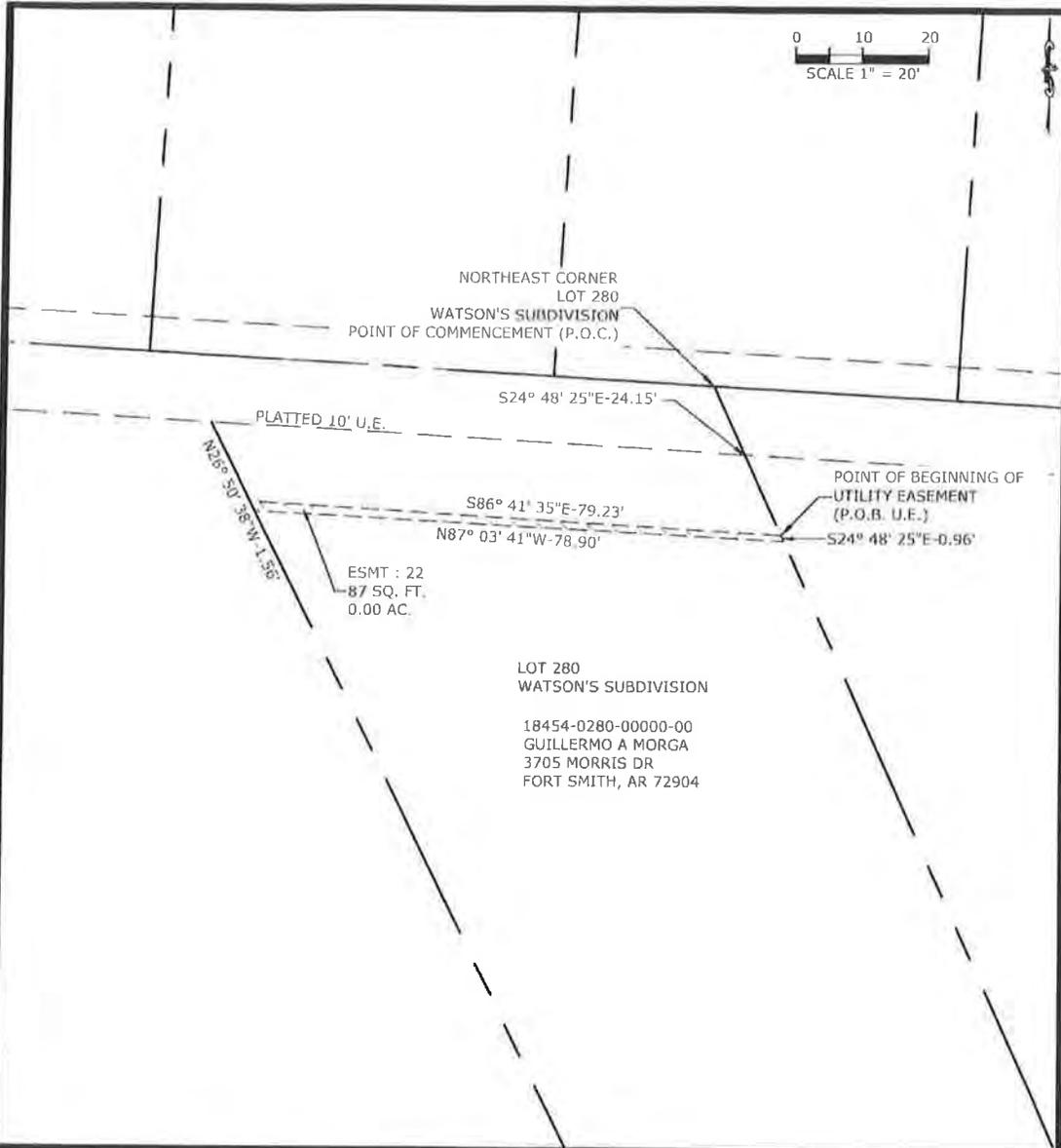
Tract 19

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,

A handwritten signature in blue ink, appearing to read "Chad Bethel", written over a light blue horizontal line.

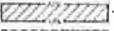
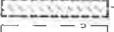
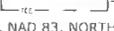
Chad Bethel
Real Property/Land Manager
The City of Fort Smith Utility Department
Enclosures



LOT 280
WATSON'S SUBDIVISION
18454-0280-00000-00
GUILLERMO A MORGA
3705 MORRIS DR
FORT SMITH, AR 72904

ESMT : 22
87 SQ. FT.
0.00 AC.

LEGEND

- 18454-0280-00000-00 — TAX PARCEL NUMBER
- 2021-18865 — DEED RECORD
- — EXISTING PROPERTY LINE
-  — PROPOSED RIGHT-OF-WAY
-  — PROPOSED UTILITY EASEMENT
-  — PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | | |
|--------------|---------|----|
| REV. SHEET # | DATE | BY |
| 01/2026 | | |
| AS NOTED | 1/21/22 | |

EX-22

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN 5007
FORT SMITH, AR
TRACT 22
GUILLERMO A MORGA

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 P. STEARNS ST
FAYETTEVILLE, AR 72701
(479) 443-2311
MCE@MCECONSULTING.COM

Property Valuation Report

Property Owner(s): Oscar G. Figueroa

Property Address: 3717 Morris Dr
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at \$1.00 a sqft @ 50% value for subsurface easement.

Calculation of Value
of Easement:

A. Permanent Easement: 866.000 sqft 1.00 per sqft
50% value equals \$ 433.00

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items:

To be replaced by contractor

Total Calculation of Value to be paid to Property Owner: \$ **433.00 Sewer Utility Easement**



Todd Mittge
Director of Engineering



Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Dana L. Killian Living Trust

Property Address: 3709 Morris Dr
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at \$1.00 a sqft @ 50% value for subsurface easement.

Calculation of Value of Easement: A. Permanent Easement: 909.000 sqft 1.00 per sqft
50% value equals \$ 454.50

**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items:

To be replaced by contractor

Total Calculation of Value to be paid to Property Owner: \$ **454.50 Sewer Utility Easement**



Todd Mittge
Director of Engineering



Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Guadalupe Vargas Jr.

Property Address: 3701 Morris Dr
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at \$1.00 a sqft @ 50% value for subsurface easement.

Calculation of Value
of Easement:

| | | |
|------------------------|----------------------|----------------------|
| A. Permanent Easement: | <u>1,319.00</u> sqft | <u>1.00</u> per sqft |
| 50% value equals | <u>\$ 659.50</u> | |

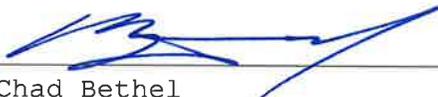
**Calculation for Damages, if any, to Landscaping Crops, Improvements or other Miscellaneous approved items:

To be replaced by contractor

Total Calculation of Value to be paid to Property Owner: \$ **659.50 Sewer Utility Easement**



Todd Mittge
Director of Engineering



Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Digna Mejia Velasquez

Property Address: 3601 Morris Dr
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at \$1.00 a sqft @ 50% value for subsurface easement.

Calculation of Value
of Easement:

| | | | | |
|------------------------|---------------|---------------|-------------|----------|
| A. Permanent Easement: | <u>303.00</u> | sqft | <u>1.00</u> | per sqft |
| 50% value equals | \$ | <u>151.50</u> | | |

**Calculation for
Damages, if any, to
Landscaping Crops,
Improvements or other
Miscellaneous approved
items:

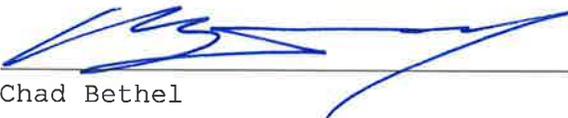
To be replaced by contractor

Total Calculation of Value to
be paid to Property Owner:

\$ **151.50 Sewer Utility Easement**



Todd Mittge
Director of Engineering



Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Guillermo A Morga

Property Address: 3705 Morris Dr
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at \$1.00 a sqft @ 50% value for subsurface easement.

Calculation of Value
of Easement:

A. Permanent Easement: 87.00 sqft 1.00 per sqft
50% value equals \$ 43.50

**Calculation for
Damages, if any, to
Landscaping Crops,
Improvements or other
Miscellaneous approved
items:

To be replaced by contractor

Total Calculation of Value to
be paid to Property Owner: \$ **43.50 Sewer Utility Easement**



Todd Mittge
Director of Engineering



Chad Bethel
Property Manager

Project Name: 2016 SSA REMEDIAL MEASURES SUB BASIN S007
Project No. 17-12-C1
Tract No. 26
February 6, 2026

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Miguel & Maria Velasco, their successors, and assigns, hereinafter referred to as (“GRANTORS”), whether one or more for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Fort Smith, Arkansas**, a municipal corporation, its agents, successors, and assigns, hereinafter referred to as (“GRANTEE”), an exclusive permanent easement for the construction, operation, and maintenance of public (GRANTEE owned) sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said sewer utilities over, under, upon and through the following lands situated in Fort Smith, Sebastian County, State of Arkansas, to wit:

PARENT TRACT DESCRIPTION:

Lot 284, Block D, of Watson’s Subdivision, a Subdivision to the City of Fort Smith, Arkansas as per the plat recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Sebastian County, AR. and as shown on Warranty Deed 2021-09301 and also known as Sebastian County Tax Assessor Parcel # 18454-0284-00000-00.

UTILITY EASEMENT (U.E.) DESCRIPTION:

A variable width utility easement (U.E.), said easement being a part of Lot 284, Block D, of Waston’s Subdivision to the City of Fort Smith, Arkansas, and said U.E. being more particularly described as follows: Commencing (P.O.C.) at the Northeast corner of said Lot 284, thence along the east line of said Lot 284, South 15 degrees 11 minutes 01 seconds East a distance of 10.25 feet to the south line of an existing platted 10 foot wide utility easement and to the POINT OF BEGINNING OF THE UTILITY EASEMENT (P.O.B. U.E.); thence continue along said east line South 15 degrees 11 minutes 01 seconds East a distance of 11.86 feet; thence leaving said east line North 87 degrees 03 minutes 41 seconds West a distance of 73.58 feet to the west line of Lot 284; thence along said west line North 18 degrees 34 minutes 42 seconds West a distance of 12.41 feet to the south line of an existing platted 10 foot wide utility easement; thence leaving said west line, along said south line South 86 degrees 51 minutes 18 seconds East a distance of 74.44 feet to the POINT OF BEGINNING OF UTILITY EASEMENT (P.O.B. U.E.), containing 844 square feet or 0.02 acres.

See Exhibit A attached hereto and hereby made a part of this instrument.

With rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEE forever.

GRANTORS shall have the right to use the surface of the property above described as long as GRANTORS wish, provided, that GRANTORS shall not interfere with the use thereof by GRANTEE, and further,

GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEE if said easement is fenced. After the completion of construction, GRANTEE shall restore the land in this permanent easement to as near its original condition as possible, subject to both GRANTEE and GRANTORS acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTORS in full satisfaction of every right hereby conveyed.

GRANTORS do hereby covenant with GRANTEE that GRANTORS are lawfully seized and possessed of the real estate above described and that GRANTORS have a good and lawful right to convey the same or any part thereof.

It is hereby understood the party securing this Sewer Utility Easement on behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 20_____.

Name: Miguel & Maria Velasco,

Title: Owners

Signature: _____

Signature: _____

ACKNOWLEDGMENT

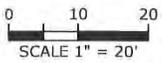
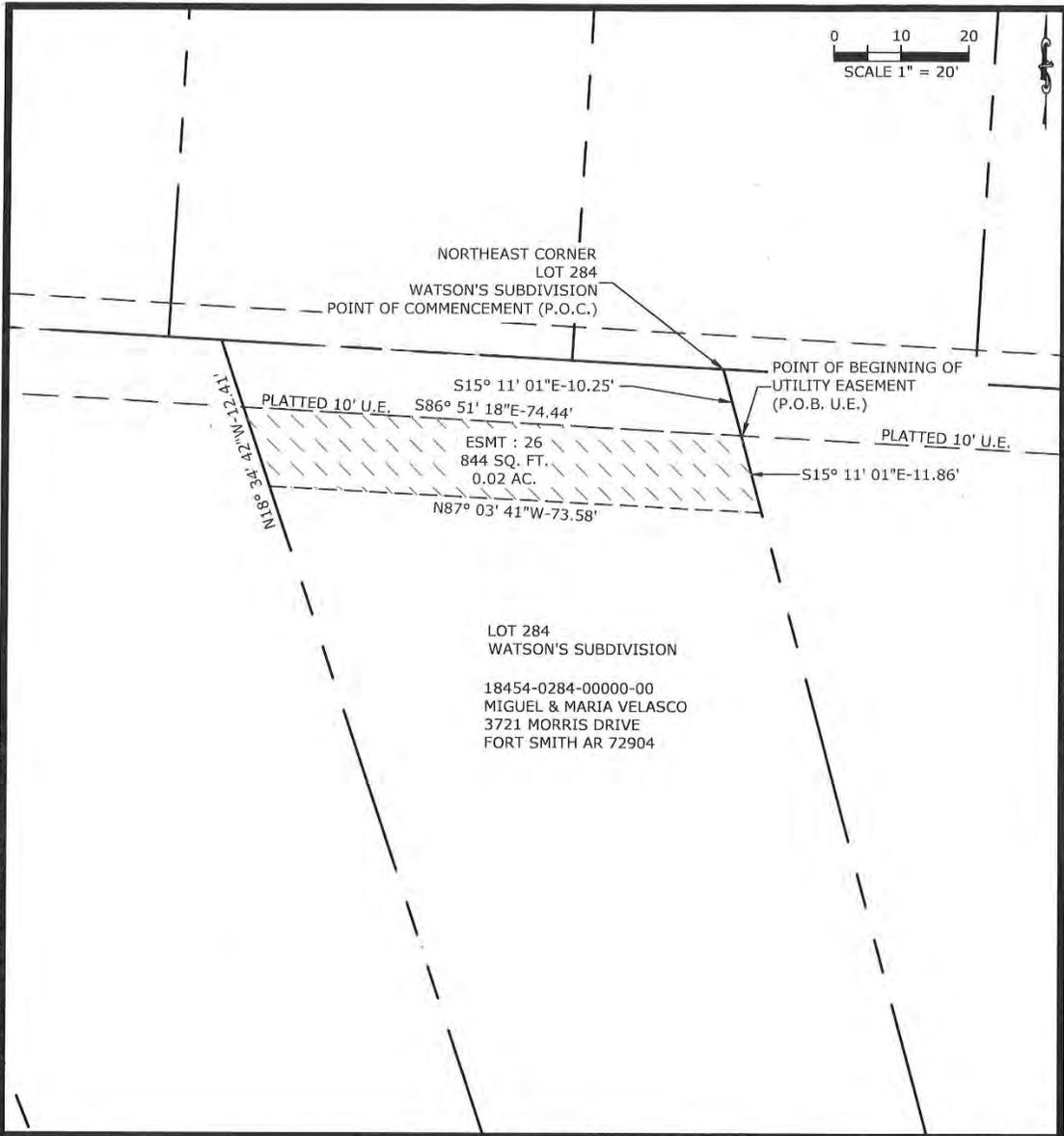
STATE OF ARKANSAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by, Miguel & Maria Velasco who signed the foregoing instrument and acknowledged to me that he/she/they executed the same as her free and voluntary act and deed, and as the free and voluntary act of the limited partnership, duly authorized in the capacity therein stated, for the uses and purposes therein set forth, on behalf of said Grantor.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: _____
My Commission Number: _____

Notary Public, State of _____
(Seal)



LEGEND

- 18454-0284-00000-00 — TAX PARCEL NUMBER
- 2025-03933 — DEED RECORD
- — EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | | | | | | | | | |
|---|-------------------------|-----------------|------------------|---------------|--------------------|-------------------------|--|---|--|
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">PROJ. MANAGER: AH</td> <td style="font-size: 8px;">DRAWN BY: PW</td> </tr> <tr> <td style="font-size: 8px;">DATE: 01/2026</td> <td style="font-size: 8px;">REVISION: </td> </tr> <tr> <td style="font-size: 8px;">SCALE: AS NOTED</td> <td style="font-size: 8px;">PROJ. NUMBER: 172152</td> </tr> </table> | PROJ. MANAGER: AH | DRAWN BY: PW | DATE: 01/2026 | REVISION: | SCALE: AS NOTED | PROJ. NUMBER: 172152 | <p>EXHIBIT "A" MAP</p> | <p>2016 SSA REMEDIAL MEASURES SUB BASIN S007 FORT SMITH, AR TRACT 26 MIGUEL & MARIA VELASCO</p> | <p style="font-size: 8px;">McCLELLAND CONSULTING ENGINEERS, INC. 1580 E. STEARNS ST. FAYETTEVILLE, AR 72703 (479) 443-2377 HTTP://WWW.MCE.US.COM</p> |
| PROJ. MANAGER: AH | DRAWN BY: PW | | | | | | | | |
| DATE: 01/2026 | REVISION: | | | | | | | | |
| SCALE: AS NOTED | PROJ. NUMBER: 172152 | | | | | | | | |
| EX-26 | | | | | | | | | |

K:\2017\172152 FCBT SMITH 2016 REMEDIAL MEASURES SUB BASIN S007\SURVEY\ASSEMBLY\172152_2026 EASEMENTS 2016.DWG

Project Name: 2016 SSA REMEDIAL MEASURES SUB BASIN S007
Project No. 17-12-C1
Tract No. 25
February 6, 2026

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Oscar G Figueroa, his successors, and assigns, hereinafter referred to as (“GRANTOR”), whether one or more for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Fort Smith, Arkansas**, a municipal corporation, its agents, successors, and assigns, hereinafter referred to as (“GRANTEE”), an exclusive permanent easement for the construction, operation, and maintenance of public (GRANTEE owned) sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said sewer utilities over, under, upon and through the following lands situated in Fort Smith, Sebastian County, State of Arkansas, to wit:

PARENT TRACT DESCRIPTION:

Lot 283, Block D, of Watson’s Subdivision, a Subdivision to the City of Fort Smith, Arkansas as per the plat recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Sebastian County, AR. and as shown on Warranty Deed 2023-15759 and also known as Sebastian County Tax Assessor Parcel # 18454-0283-00000-00.

UTILITY EASEMENT (U.E.) DESCRIPTION:

A variable width utility easement (U.E.), said easement being a part of Lot 283, Block D, of Waston’s Subdivision to the City of Fort Smith, Arkansas, and said U.E. being more particularly described as follows: Commencing (P.O.C.) at the Northeast corner of said Lot 283, thence along the east line of said Lot 283, South 18 degrees 34 minutes 42 seconds East a distance of 10.50 feet to the south line of an existing platted 10 foot wide utility easement and to the POINT OF BEGINNING OF THE UTILITY EASEMENT (P.O.B. U.E.); thence continue along said east line South 18 degrees 34 minutes 42 seconds East a distance of 12.41 feet; thence leaving said east line North 87 degrees 03 minutes 41 seconds West a distance of 73.82 feet to the west line of Lot 283; thence along said west line North 21 degrees 12 minutes 44 seconds West a distance of 12.95 feet to the south line of an existing platted 10 foot wide utility easement; thence leaving said west line, along said south line South 86 degrees 51 minutes 18 seconds East a distance of 74.56 feet to the POINT OF BEGINNING OF UTILITY EASEMENT (P.O.B. U.E.), containing 866 square feet or 0.02 acres.

See Exhibit A attached hereto and hereby made a part of this instrument.

With rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEE forever.

GRANTOR shall have the right to use the surface of the property above described as long as GRANTOR wish, provided, that GRANTOR shall not interfere with the use thereof by GRANTEE, and further, GRANTOR shall not erect a permanent building or other structure within said easement, and further,

GRANTOR shall provide gates acceptable to GRANTEE if said easement is fenced. After the completion of construction, GRANTEE shall restore the land in this permanent easement to as near its original condition as possible, subject to both GRANTEE and GRANTOR acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEE that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

It is hereby understood the party securing this Sewer Utility Easement on behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 20_____.

Name: Oscar G Figueroa

Title: Owner

Signature: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by, Oscar G Figueroa, who signed the foregoing instrument and acknowledged to me that he/she/they executed the same as her free and voluntary act and deed, and as the free and voluntary act of the limited partnership, duly authorized in the capacity therein stated, for the uses and purposes therein set forth, on behalf of said Grantor.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: _____
My Commission Number: _____

Notary Public, State of _____
(Seal)

Project Name: 2016 SSA REMEDIAL MEASURES SUB BASIN S007
Project No. 17-12-C1
Tract No. 24
February 6, 2026

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Andres McMinn, his successors, and assigns, hereinafter referred to as (“GRANTOR”), whether one or more for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Fort Smith, Arkansas**, a municipal corporation, its agents, successors, and assigns, hereinafter referred to as (“GRANTEE”), an exclusive permanent easement for the construction, operation, and maintenance of public (GRANTEE owned) sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said sewer utilities over, under, upon and through the following lands situated in Fort Smith, Sebastian County, State of Arkansas, to wit:

PARENT TRACT DESCRIPTION:

Lot 282, Block D, of Watson’s Subdivision, a Subdivision to the City of Fort Smith, Arkansas as per the plat recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Sebastian County, AR. and as shown on Warranty Deed 2021-09301 and also known as Sebastian County Tax Assessor Parcel # 18454-0282-00000-00.

UTILITY EASEMENT (U.E.) DESCRIPTION:

A variable width utility easement (U.E.), said easement being a part of Lot 282, Block D, of Waston’s Subdivision to the City of Fort Smith, Arkansas, and said U.E. being more particularly described as follows: Commencing (P.O.C.) at the Northeast corner of said Lot 282, thence along the east line of said Lot 282, South 21 degrees 12 minutes 44 seconds East a distance of 10.74 feet to the south line of an existing platted 10 foot wide utility easement and to the POINT OF BEGINNING OF THE UTILITY EASEMENT (P.O.B. U.E.); thence continue along said east line South 21 degrees 12 minutes 44 seconds East a distance of 12.95 feet; thence leaving said east line North 87 degrees 03 minutes 41 seconds West a distance of 74.02 feet to the west line of Lot 282; thence along said west line North 23 degrees 14 minutes 32 seconds West a distance of 13.46 feet to the south line of an existing platted 10 foot wide utility easement; thence leaving said west line, along said south line South 86 degrees 51 minutes 18 seconds East a distance of 74.67 feet to the POINT OF BEGINNING OF UTILITY EASEMENT (P.O.B. U.E.), containing 887 square feet or 0.02 acres.

See Exhibit A attached hereto and hereby made a part of this instrument.

With rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEE forever.

GRANTOR shall have the right to use the surface of the property above described as long as GRANTOR wish, provided, that GRANTOR shall not interfere with the use thereof by GRANTEE, and further, GRANTOR shall not erect a permanent building or other structure within said easement, and further,

GRANTOR shall provide gates acceptable to GRANTEE if said easement is fenced. After the completion of construction, GRANTEE shall restore the land in this permanent easement to as near its original condition as possible, subject to both GRANTEE and GRANTOR acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEE that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

It is hereby understood the party securing this Sewer Utility Easement on behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 20____.

Name: Andrew McMinn

Title: Owner

Signature: _____

ACKNOWLEDGMENT

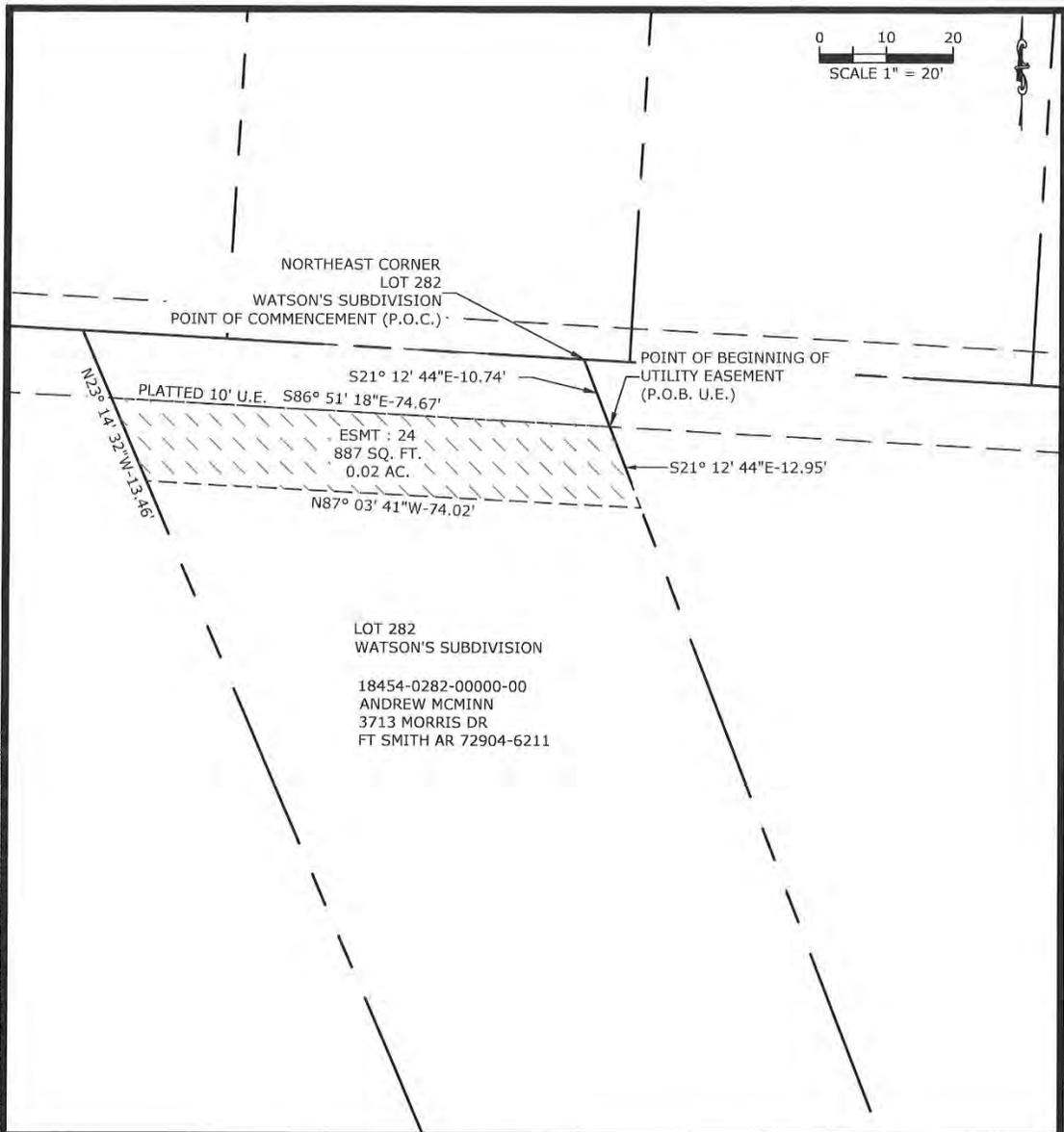
STATE OF ARKANSAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by, Andrew McMinn who signed the foregoing instrument and acknowledged to me that he/she/they executed the same as her free and voluntary act and deed, and as the free and voluntary act of the limited partnership, duly authorized in the capacity therein stated, for the uses and purposes therein set forth, on behalf of said Grantor.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: _____
My Commission Number: _____

Notary Public, State of _____
(Seal)



##4# K120112172152 FORT SMITH 2016 REMEDIAL MEASURES SUB BASIN S007AS SURVEY EASEMENTS 172152 2026 EASEMENTS IN RWG

LEGEND

- 18454-0282-00000-00 — TAX PARCEL NUMBER
- 2021-09301 — DEED RECORD
- — — — — EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | |
|----------------------|-----------------------------|
| PROJ. MANAGER: AH | DRAWN BY: PW |
| DATE: 01/2026 | REVISION: |
| SCALE: AS NOTED | FOOT. DIMENSIONS: 172152 |
| EX-24 | |

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN S007
 FORT SMITH, AR
 TRACT 24
 ANDREW MCMINN

**McCLELLAND
CONSULTING
ENGINEERS, INC.**
 1580 E. STEARNS ST.
 FAYETTEVILLE, AR 72703
 (479) 443-2377
 HTTP://WWW.MCE.US.COM

Project Name: 2016 SSA REMEDIAL MEASURES SUB BASIN S007
Project No. 17-12-C1
Tract No. 23
February 6, 2026

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Dana L. Killian, Trustee of the Dana L. Killian Living Trust, their successors, and assigns, hereinafter referred to as (“GRANTOR”), whether one or more for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Fort Smith, Arkansas**, a municipal corporation, its agents, successors, and assigns, hereinafter referred to as (“GRANTEE”), an exclusive permanent easement for the construction, operation, and maintenance of public (GRANTEE owned) sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said sewer utilities over, under, upon and through the following lands situated in Fort Smith, Sebastian County, State of Arkansas, to wit:

PARENT TRACT DESCRIPTION:

Lot 281, Block D, of Watson’s Subdivision, a Subdivision to the City of Fort Smith, Arkansas as per the plat recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Sebastian County, AR. and as shown on Warranty Deed 2024-12670 and also known as Sebastian County Tax Assessor Parcel # 18454-0281-0000-00.

UTILITY EASEMENT (U.E.) DESCRIPTION:

A variable width utility easement (U.E.), said easement being a part of Lot 281, Block D, of Waston’s Subdivision to the City of Fort Smith, Arkansas, and said U.E. being more particularly described as follows: Commencing (P.O.C.) at the Northeast corner of said Lot 281, thence along the east line of said Lot 281, South 23 degrees 14 minutes 32 seconds East a distance of 10.96 feet to the south line of an existing platted 10 foot wide utility easement and to the POINT OF BEGINNING OF THE UTILITY EASEMENT (P.O.B. U.E.); thence continue along said east line South 23 degrees 14 minutes 32 seconds East a distance of 13.46 feet; thence leaving said east line North 87 degrees 03 minutes 41 seconds West a distance of 74.19 feet to the west line of Lot 280; thence along said west line North 24 degrees 48 minutes 25 seconds West a distance of 13.96 feet to the south line of an existing platted 10 foot wide utility easement; thence leaving said west line, along said south line South 86 degrees 51 minutes 18 seconds East a distance of 74.75 feet to the POINT OF BEGINNING OF UTILITY EASEMENT (P.O.B. U.E.), containing 909 square feet or 0.02 acres.

See Exhibit A attached hereto and hereby made a part of this instrument.

With rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEE forever.

GRANTOR shall have the right to use the surface of the property above described as long as GRANTOR wish, provided, that GRANTOR shall not interfere with the use thereof by GRANTEE, and further, GRANTOR shall not erect a permanent building or other structure within said easement, and further, GRANTOR shall provide gates acceptable to GRANTEE if said easement is fenced. After the completion

of construction, GRANTEE shall restore the land in this permanent easement to as near its original condition as possible, subject to both GRANTEE and GRANTOR acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEE that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

It is hereby understood the party securing this Sewer Utility Easement on behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 20____.

NAME

TITLE

SIGNATURE

ACKNOWLEDGMENT

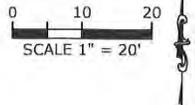
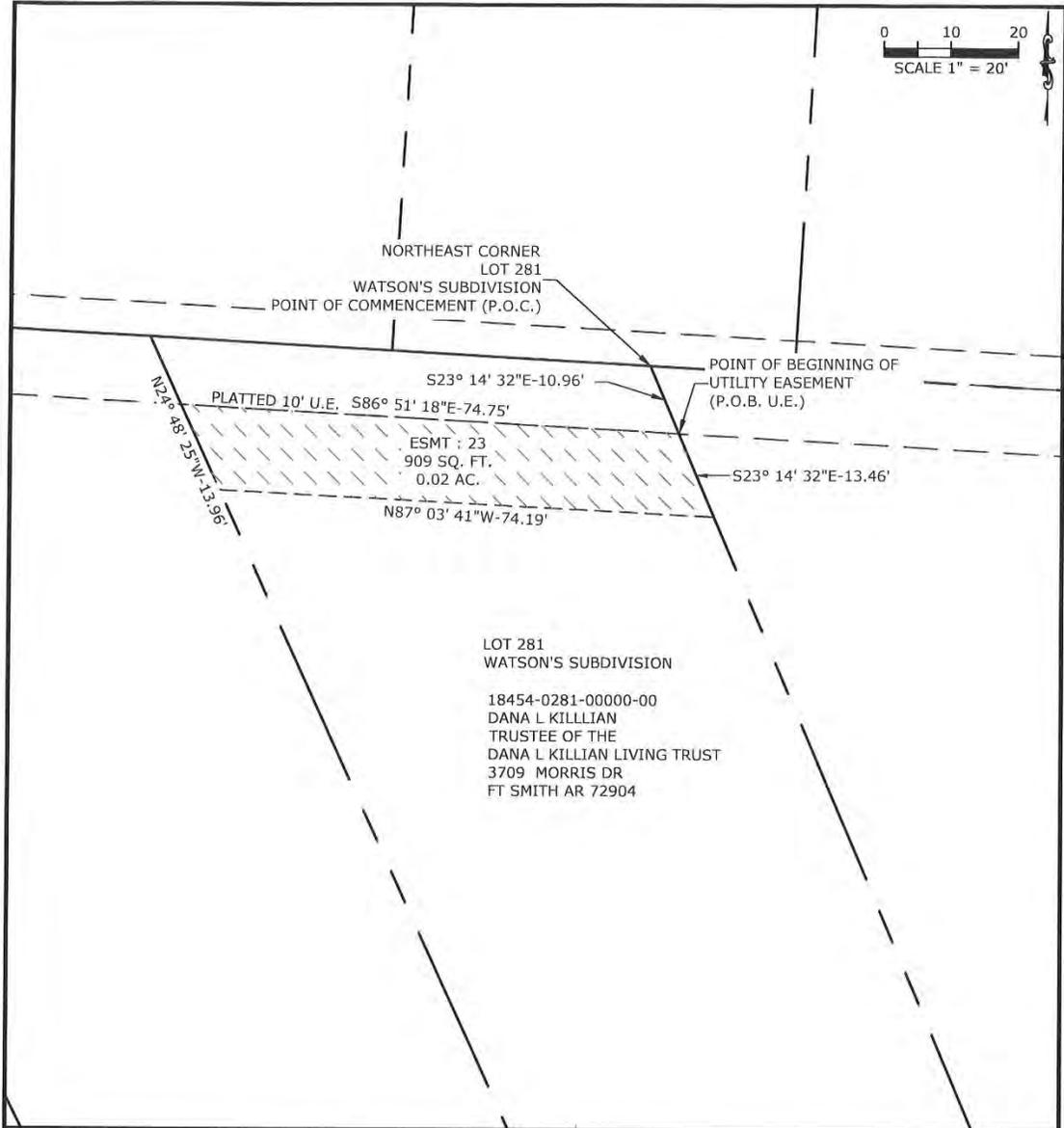
STATE OF ARKANSAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by, _____, of the Dana L Killian Living Trust who signed the foregoing instrument and acknowledged to me that he/she/they executed the same as her free and voluntary act and deed, and as the free and voluntary act of the limited partnership, duly authorized in the capacity therein stated, for the uses and purposes therein set forth, on behalf of said Grantor.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: _____
My Commission Number: _____

Notary Public, State of _____
(Seal)



LEGEND

- 18454-0281-00000-00 ——— TAX PARCEL NUMBER
- 2024-12670 ——— DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | |
|----------------------|------------------------|
| PRD. MANAGER: All | DRAWN BY: PW |
| DATE: 01/2026 | REVISION: |
| SCALE: AS NOTED | PRD. NUMBER: 172152 |
| EX-23 | |

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN S007
FORT SMITH, AR
TRACT 23
DANA L KILLIAN, TRUSTEE OF THE DANA L KILLIAN LIVING TRUST

McCLELLAND CONSULTING ENGINEERS, INC.
 1580 E. STEARNS ST.
 FAYETTEVILLE, AR 72703
 (479) 443-2377
[HTTP://WWW.MCE.US.COM](http://www.mce.us.com)

Project Name: 2016 SSA REMEDIAL MEASURES SUB BASIN S007
Project No. 17-12-C1
Tract No. 21
February 6, 2026

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Guadalupe Vargas, Jr. their successors, and assigns, hereinafter referred to as (“GRANTOR”), whether one or more for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Fort Smith, Arkansas**, a municipal corporation, its agents, successors, and assigns, hereinafter referred to as (“GRANTEE”), an exclusive permanent easement for the construction, operation, and maintenance of public (GRANTEE owned) sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said sewer utilities over, under, upon and through the following lands situated in Fort Smith, Sebastian County, State of Arkansas, to wit:

PARENT TRACT DESCRIPTION:

Lot 279, Block D, of Watson’s Subdivision, a Subdivision to the City of Fort Smith, Arkansas as per the plat recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Sebastian County, AR. and as shown on Warranty Deed 7242234 and also known as Sebastian County Tax Assessor Parcel # 18454-0279-0000-00.

UTILITY EASEMENT (U.E.) DESCRIPTION:

A variable width utility easement (U.E.), said easement being a part of Lot 279, Block D, of Waston’s Subdivision to the City of Fort Smith, Arkansas, and said U.E. being more particularly described as follows: Commencing (P.O.C.) at the Northeast corner of said Lot 279, thence along the easterly line of said Lot 279, South 26 degrees 50 minutes 38 seconds East a distance of 11.41 feet to the south line of an existing platted 10 foot wide utility easement and to the POINT OF BEGINNING OF THE UTILITY EASEMENT (P.O.B. U.E.); thence continue along said line South 26 degrees 50 minutes 31 seconds East a distance of 14.56 feet; thence leaving said easterly line North 87 degrees 03 minutes 41 seconds West a distance of 102.08 feet to the west line of said Lot 279; thence along said west line North 31 degrees 52 minutes 31 seconds West a distance of 15.85 feet to the south line of an existing platted 10 foot wide utility easement; thence leaving said west line, along said south line South 86 degrees 51 minutes 18 seconds East a distance of 103.90 feet to the POINT OF BEGINNING OF UTILITY EASEMENT (P.O.B. U.E.), containing 1,319 square feet or 0.03 acres.

See Exhibit A attached hereto and hereby made a part of this instrument.

With rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEE forever.

GRANTOR shall have the right to use the surface of the property above described as long as GRANTOR wish, provided, that GRANTOR shall not interfere with the use thereof by GRANTEE, and further, GRANTOR shall not erect a permanent building or other structure within said easement, and further,

GRANTOR shall provide gates acceptable to GRANTEE if said easement is fenced. After the completion of construction, GRANTEE shall restore the land in this permanent easement to as near its original condition as possible, subject to both GRANTEE and GRANTOR acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEE that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

It is hereby understood the party securing this Sewer Utility Easement on behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 20_____.

Name: Guadalupe Vargas, Jr.

Title: Owner

Signature: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by, Guadalupe Vargas, Jr. who signed the foregoing instrument and acknowledged to me that he/she/they executed the same as her free and voluntary act and deed, and as the free and voluntary act of the limited partnership, duly authorized in the capacity therein stated, for the uses and purposes therein set forth, on behalf of said Grantor.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: _____
My Commission Number: _____

Notary Public, State of _____

(Seal)

Project Name: 2016 SSA REMEDIAL MEASURES SUB BASIN S007
Project No. 17-12-C1
Tract No. 18
February 6, 2026

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Digna Mejia Velasquez, their successors, and assigns, hereinafter referred to as (“GRANTOR”), whether one or more for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Fort Smith, Arkansas**, a municipal corporation, its agents, successors, and assigns, hereinafter referred to as (“GRANTEE”), an exclusive permanent easement for the construction, operation, and maintenance of public (GRANTEE owned) sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said sewer utilities over, under, upon and through the following lands situated in Fort Smith, Sebastian County, State of Arkansas, to wit:

PARENT TRACT DESCRIPTION:

Lot 278, Block D, of Watson’s Subdivision, a Subdivision to the City of Fort Smith, Arkansas as per the plat recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Sebastian County, AR. and as shown on Warranty Deed 2021-17719 and also known as Sebastian County Tax Assessor Parcel # 18454-0278-0000-00.

UTILITY EASEMENT (U.E.) DESCRIPTION:

A variable width utility easement (U.E.) said easement being a part of Lot 278, Block D, of Waston’s Subdivision to the City of Fort Smith, Arkansas, and said U.E. being more particularly described as follows: Commencing (P.O.C.) at the Northeast corner of said Lot 278,thence along the easterly line of said Lot 278, South 31 degrees 52 minutes 31 seconds East a distance of 12.11 feet to the south line of an existing platted 10 foot wide utility easement and to the POINT OF BEGINNING OF THE UTILITY EASEMENT 1 (P.O.B. U.E. 1); thence continue along said line South 31 degrees 52 minutes 31 seconds East a distance of 6.58 feet; thence leaving said easterly line North 87 degrees 03 minutes 56 seconds West a distance of 55.81 feet to the east line of a platted 10 foot wide utility easement; thence along said east line North 03 degrees 10 minutes 04 seconds East a distance of 5.59 feet to the south line of an existing platted 10 foot wide utility easement; thence leaving said east line, along said south line South 86 degrees 51 minutes 18 seconds East a distance of 52.03 feet to the POINT OF BEGINNNING OF UTILITY EASEMENT 1 (P.O.B. U.E. 1), containing 296 square feet or 0.01 acres.

AND ALSO

A variable width utility easement (U.E.) said easement being a part of Lot 278, Block D, of Waston's Subdivision to the City of Fort Smith, Arkansas, and said U.E. being more particularly described as follows: Commencing (P.O.C.) at the Northeast corner of said Lot 278, thence along the easterly line of said Lot 278, South 31 degrees 52 minutes 31 seconds East a distance of 27.84 feet to the POINT OF BEGINNING OF THE UTILITY EASEMENT 2 (P.O.B. U.E. 2); thence continue along said line South 31 degrees 52 minutes 31 seconds East a distance of 0.13 feet; thence leaving said east line North 87 degrees 03 minutes 41 seconds West a distance of 61.13 feet to the east line of a platted 10 foot wide utility easement; thence along said east line North 03 degrees 10 minutes 04 seconds East a distance of 0.11 feet; thence leaving said east line South 87 degrees 03 minutes 43 seconds East a distance of 61.05 feet to the POINT OF BEGINNING OF UTILITY EASEMENT 2 (P.O.B. U.E. 2), containing 7 square feet.

See Exhibit A attached hereto and hereby made a part of this instrument.

With rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEE forever.

GRANTOR shall have the right to use the surface of the property above described as long as GRANTOR wish, provided, that GRANTOR shall not interfere with the use thereof by GRANTEE, and further, GRANTOR shall not erect a permanent building or other structure within said easement, and further, GRANTOR shall provide gates acceptable to GRANTEE if said easement is fenced. After the completion of construction, GRANTEE shall restore the land in this permanent easement to as near its original condition as possible, subject to both GRANTEE and GRANTOR acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEE that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

It is hereby understood the party securing this Sewer Utility Easement on behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 2026.

Name: Digna Mejia Velasquez

Title: Owner

Signature: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS §
 §
COUNTY OF _____ §

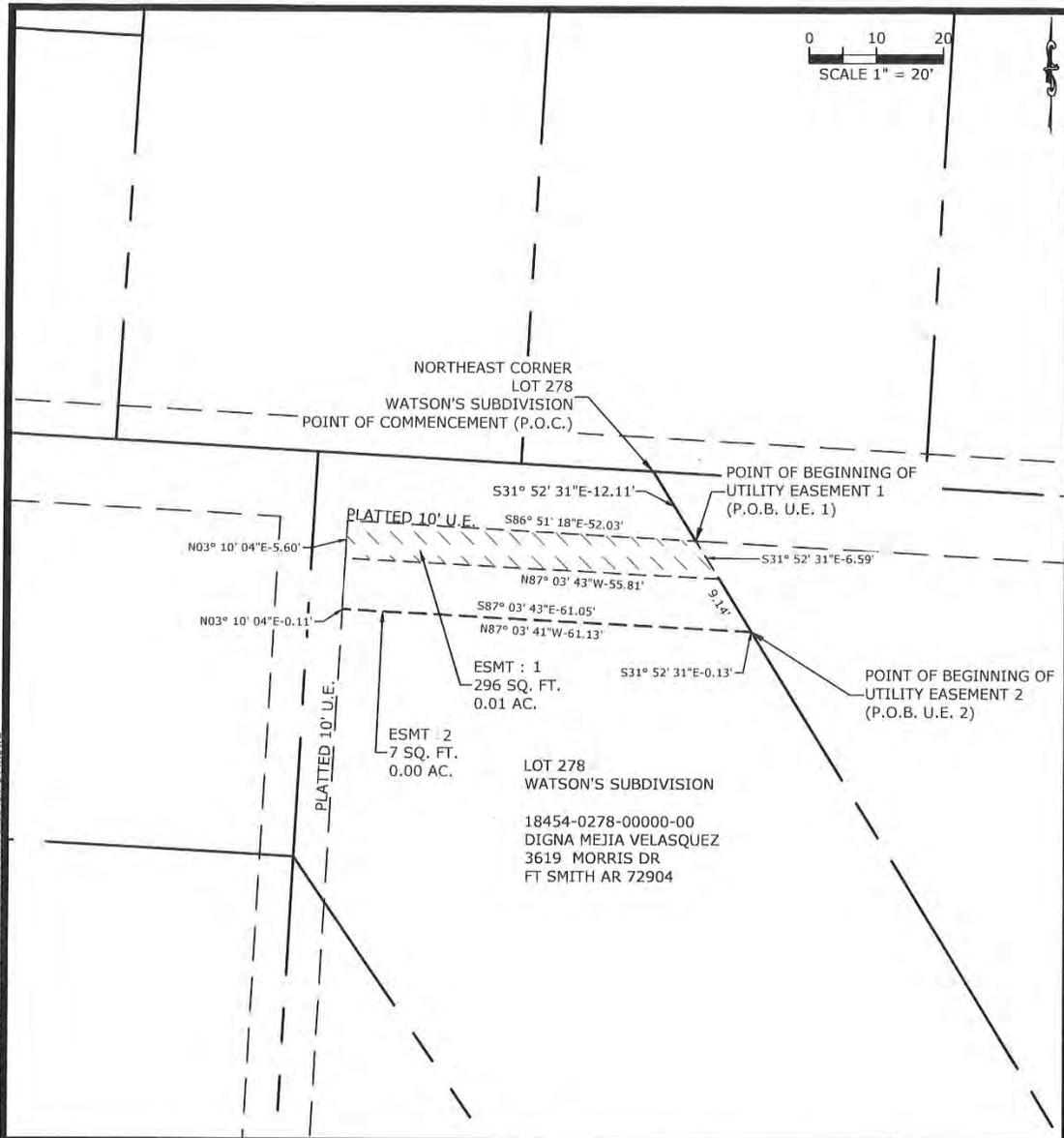
The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by, Digna Mejia Velasquez who signed the foregoing instrument and acknowledged to me that he/she/they executed the same as her free and voluntary act and deed, and as the free and voluntary act of the limited partnership, duly authorized in the capacity therein stated, for the uses and purposes therein set forth, on behalf of said Grantor.

In witness whereof I hereunto set my hand and official seal.

Notary Public, State of _____

My Commission Expires: _____
My Commission Number: _____

(Seal)



0 10 20
SCALE 1" = 20'

NORTHEAST CORNER
LOT 278
WATSON'S SUBDIVISION
POINT OF COMMENCEMENT (P.O.C.)

POINT OF BEGINNING OF
UTILITY EASEMENT 1
(P.O.B. U.E. 1)

PLATTED 10' U.E.

POINT OF BEGINNING OF
UTILITY EASEMENT 2
(P.O.B. U.E. 2)

ESMT : 1
296 SQ. FT.
0.01 AC.

ESMT : 2
7 SQ. FT.
0.00 AC.

LOT 278
WATSON'S SUBDIVISION
18454-0278-00000-00
DIGNA MEJIA VELASQUEZ
3619 MORRIS DR
FT SMITH AR 72904

LEGEND

- 18454-0278-00000-00 — TAX PARCEL NUMBER
- 2021-17719 — DEED RECORD
- — EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | |
|-----------------------|-------------------------|
| PROJ. MANAGER: AJH | DRAWN BY: PW |
| DATE: 01/2026 | REVISION: |
| SCALE: AS NOTED | PROJ. NUMBER: 172152 |
| EX-20 | |

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN S007
FORT SMITH, AR
TRACT 20
DIGNA MEJIA VALASQUEZ

MCE McCLELLAND CONSULTING ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
WWW.MCE.US.COM

2021-17719-2016 SSA REMEDIAL MEASURES SUB BASIN S007 (AR) (P) (E) (S) (V) (Z) (21) (152) (2026) EASEMENTS (PW) (ONG)

Project Name: 2016 SSA REMEDIAL MEASURES SUB BASIN S007
Project No. 17-12-C1
Tract No. 19

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Guillermo A Morga their successors, and assigns, hereinafter referred to as (“GRANTOR”), whether one or more for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Fort Smith, Arkansas**, a municipal corporation, its agents, successors, and assigns, hereinafter referred to as (“GRANTEE”), an exclusive permanent easement for the construction, operation, and maintenance of public (GRANTEE owned) sewer utilities with all appurtenances thereto, together with the right to remove trees, brushes, undergrowth or other obstructions interfering with construction, operation and maintenance of said sewer utilities over, under, upon and through the following lands situated in Fort Smith, Sebastian County, State of Arkansas, to wit:

PARENT TRACT DESCRIPTION:

Lot 280, Block D, of Watson’s Subdivision, a Subdivision to the City of Fort Smith, Arkansas as per the plat recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Sebastian County, AR. and as shown on Warranty Deed 2021-18865 and also known as Sebastian County Tax Assessor Parcel # 18454-0280-0000-00.

UTILITY EASEMENT (U.E.) DESCRIPTION:

A variable width utility easement (U.E.), said easement being a part of Lot 280, Block D, of Waston’s Subdivision to the City of Fort Smith, Arkansas, and said U.E. being more particularly described as follows: Commencing (P.O.C.) at the Northeast corner of said Lot 280, thence along the east line of said Lot 280 South 24 degrees 48 minutes 25 seconds East a distance of 24.15 feet to the POINT OF BEGINNING OF THE UTILITY EASEMENT (P.O.B. U.E.); thence continue along said east line South 24 degrees 48 minutes 25 seconds East a distance of 0.96 feet; thence leaving said east line North 87 degrees 03 minutes 41 seconds West a distance of 78.90 feet to the west line of Lot 280; thence along said west line North 26 degrees 50 minutes 38 seconds West a distance of 1.56 feet; thence leaving said west line South 86 degrees 41 minutes 35 seconds East a distance of 79.23 feet to the POINT OF BEGINNING OF UTILITY EASEMENT (P.O.B. U.E.), containing 87 square feet.

See Exhibit A attached hereto and hereby made a part of this instrument.

With rights of ingress and egress to and from the same.

To have and to hold said easement unto GRANTEE forever.

GRANTOR shall have the right to use the surface of the property above described as long as GRANTOR wish, provided, that GRANTOR shall not interfere with the use thereof by GRANTEE, and further, GRANTOR shall not erect a permanent building or other structure within said easement, and further, GRANTOR shall provide gates acceptable to GRANTEE if said easement is fenced. After the completion of construction, GRANTEE shall restore the land in this permanent easement to as near its original condition as possible, subject to both GRANTEE and GRANTOR acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEE that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

It is hereby understood the party securing this Sewer Utility Easement on behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 2026.

Name: Guillermo A Morga

Title: Owner

Signature: _____

ACKNOWLEDGMENT

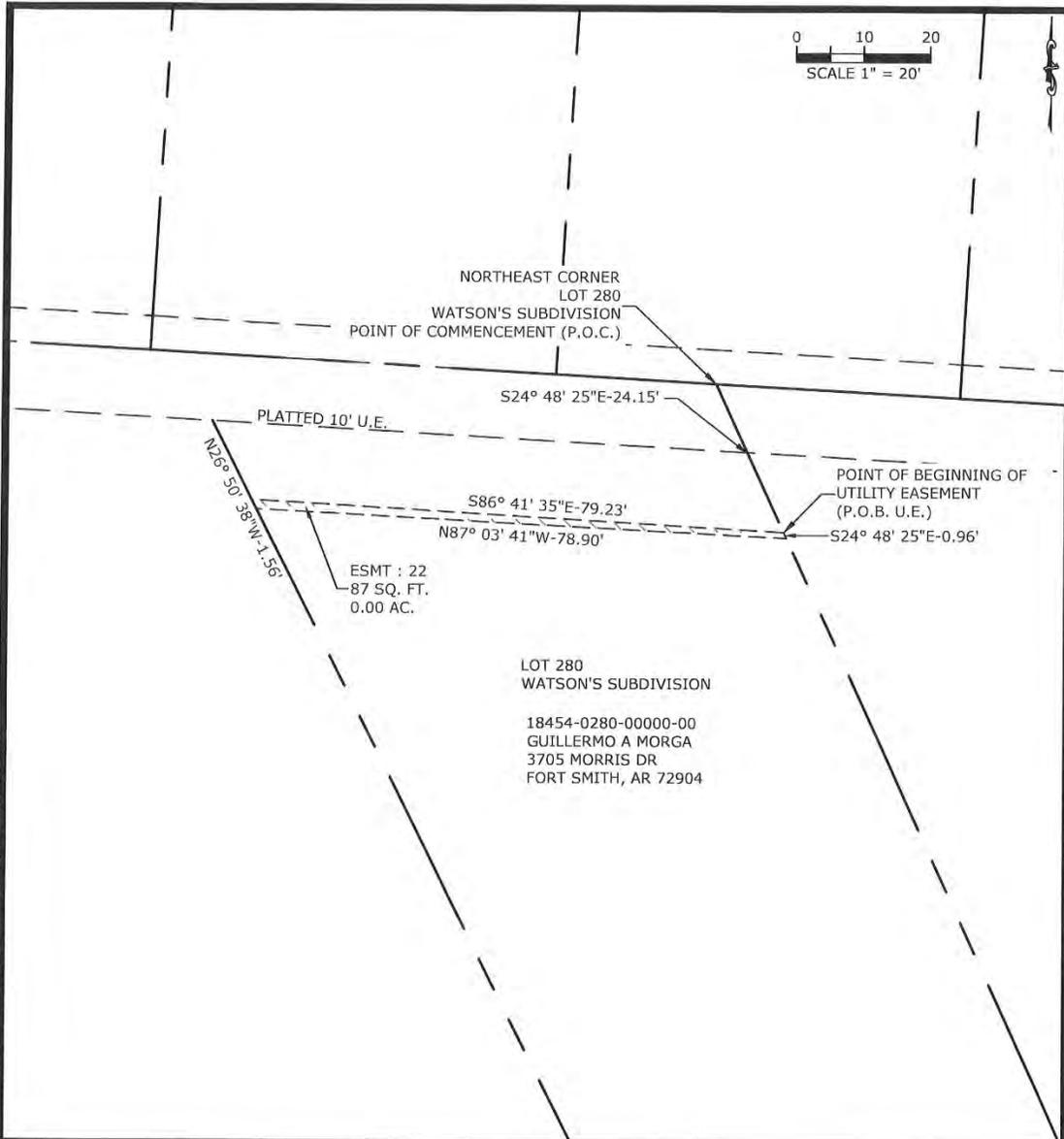
STATE OF ARKANSAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by, Guillermo A Morga who signed the foregoing instrument and acknowledged to me that he/she/they executed the same as her free and voluntary act and deed, and as the free and voluntary act of the limited partnership, duly authorized in the capacity therein stated, for the uses and purposes therein set forth, on behalf of said Grantor.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: _____
My Commission Number: _____

Notary Public, State of _____
(Seal)



18454-0280-00000-00 2021-18865 EXHIBIT "A" MAP 2016 SSA REMEDIAL MEASURES SUB BASIN S007 SURVEY EASEMENTS V. 22152 2026 EASEMENTS PW.DWG

LEGEND

- 18454-0280-00000-00 ——— TAX PARCEL NUMBER
- 2021-18865 ——— DEED RECORD
- EXISTING PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

| | |
|---|---|
| PROJ. MANAGER: DATE: SCALE: AS NOTED | DRAWN BY: REVISION: PROJ. NUMBER: 172152 |
| EX-22 | |

EXHIBIT "A"
MAP

2016 SSA REMEDIAL MEASURES SUB BASIN S007
 FORT SMITH, AR
 TRACT 22
 GUILLERMO A MORG

**McCLELLAND
CONSULTING
ENGINEERS, INC.**
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCL.US.COM



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mlttge, Director of Engineering
DATE: March 9, 2026
SUBJECT: 2025 SSA Basin 12, Sub-Basin P006, Project No. 25-14-ES1

SUMMARY

This project is for professional services to provide a study for a Sanitary Sewer Assessment (SSA), and for providing a Remedial Measures Plan, for Basin 12, Sub-Basin P006. Basin 12 is comprised of all of Sub-Basin P006 and part of Sub-Basin P005. A SSA was completed for Basin 12 over fifteen years ago, which was prior to the City entering the Consent Decree. Remedial Measures work in the Sub-Basin P005 which is part of Basin 12 has already been completed or is currently under contract. However, as the condition of the sanitary sewer system in Sub-Basin P006 has continued to deteriorate, an updated SSA is needed to identify defects that require remediation in the Basin 12, Sub-Basin P006 area. Sub-Basin P006 contains approximately 76,933 linear feet of sanitary sewer mains and 318 manholes. An exhibit showing the location of the project is attached.

TREKK Design Group, LLC has been selected to provide professional services on this SSA study. A copy of the consultant selection form for this project is attached.

TREKK Design Group, LLC has submitted a proposal for professional services on this SSA study in the amount of \$766,933.03, and for a duration of 365 calendar days. A copy of their proposal is included as Exhibit A in the attached Agreement for Professional Services.

The attached Resolution authorizes the Mayor to execute an Agreement with TREKK Design Group, LLC, in the amount of \$766,933.03 and for a duration of 365 calendar days.

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

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

ATTACHMENTS

1. [3-17-26_Item_ID_2622_Resolution_Engineering-Utilities.pdf](#)
2. [3-17-26_Item_ID2622_Attachment_Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$766,933.03
BUDGET INFORMATION: Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds

CONSENT DECREE

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TREKK DESIGN GROUP, LLC FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE 2025 SSA BASIN 12, SUB-BASIN P006, PROJECT NO. 25-14-ES1

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

SECTION 1: An agreement with TREKK Design Group, LLC for providing engineering services associated with the 2025 SSA Basin 12, Sub-Basin P006, Project No. 25-14-ES1, which is incorporated herein by reference, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Agreement approved in Section 1 for professional services with TREKK Design Group, LLC in the amount of \$766,933.03 and for a period of 365 days for performing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

Mayor

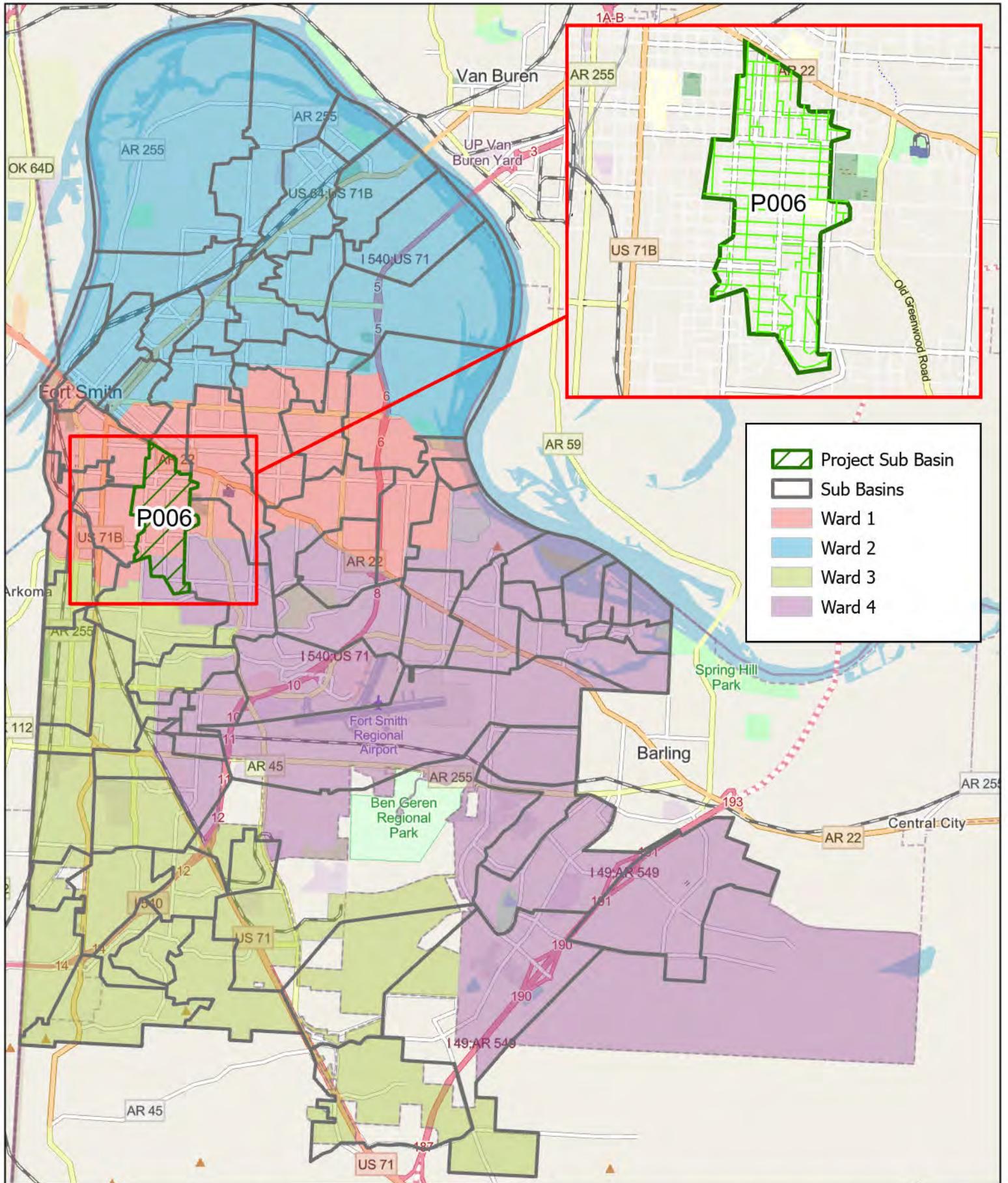
ATTEST:

City Clerk

Approved as to form:



_____ npr



Sub-Basin

25-14-ES1 - 2025 SSA Basin 12 - Sub-Basin P006

P006

Total Main Line Length in Project - 76,933 LF 318 Manholes



INTER-OFFICE MEMO

TO: Project File

DATE: October 13, 2025

FROM: Richard Hamrick

SUBJECT: 2025 SSA Basin 12 - Sub-Basin P006
Project Number: 25-14-ES1

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

1. Hawkins - Weir Engineers, Inc.
2. McClelland Consulting Engineers, Inc
3. TREKK Design Group, LLC

Of these firms, the firm of TREKK Design Group, LLC is considered the best qualified and capable of performing the work.

Richard Hamrick
Project Engineer

10/13/2025
Date

Chris Allin
Program Manager, Utility Engineering

10/13/25
Date

Jimmie B Johnson
Deputy Director of Utility Engineering

10-13-25
Date

AGREEMENT
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
TREKK Design, Group, LLC
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, **2026** between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER)** and **TREKK Design Group, LLC, 1310 E. 104th Street, Kansas City, MO 64131 (ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the **Sewer System Assessment (SSA) Basin 12 Sub-Basin P006 (Project Number 25-14-ES1)** (hereinafter called the **Project**).

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

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

Rev. 01/30/2025

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

SECTION 3 - OWNER'S RESPONSIBILITIES

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

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

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

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

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.3 For Reimbursable Expenses

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

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

5.1.3.1 Airfare

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

5.1.3.2 Lodging

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

5.1.3.3 Meals

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

5.1.3.4 Mileage

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

5.1.3.5 Parking and Tolls

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

5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)
All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

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

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

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

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

5.1.5 It is acknowledged that ENGINEER may choose to update their Hourly Rates on an annual basis. If ENGINEER proposes an update of the Hourly Rates in attached **Exhibit B, "Engineer's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, ENGINEER will provide those updates for signature approval by both the Utility Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.2 shall not be exceeded without written approval of the Owner.

5.2 Times of Payment

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

5.3 Other Provisions Concerning Payments

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

5.4 Definitions

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

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

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

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

6.1.2 Termination

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

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

6.1.2(B) For cause,

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

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

6.1.3 Effective Date of Termination

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

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

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

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

7.2 Controlling Law and Venue

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

7.3 Successors, Assigns, and Beneficiaries

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

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

7.3.3 Unless expressly provided otherwise in this Agreement:

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

7.4 Access To Records

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

7.5 Standards of Performance

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

7.6 Insurance

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

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

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

7.7 Indemnification

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

7.8 Waiver

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

7.9 Notices

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

7.10 Survival

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

7.11 Severability

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

7.12 Cost Opinions and Projections

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

7.13 Limitation of Liability

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

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

7.14 Delays

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

SECTION 8 - EXECUTION

- 8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.
- 8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Seven Hundred Sixty-Six Thousand Nine Hundred Thirty-Three and 03/100 Dollars (\$766,933.03)** without written approval of the OWNER.
- 8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **365 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER).

8.5 Address for giving notices:

| Owner | Professional Services Provider |
|------------------------------------|---------------------------------|
| City of Fort Smith | TREKK Design Group, LLC |
| C/O Utility Engineering Department | Attn: Isabella Tibbets |
| 801 Carnall Avenue, Suite 500 | 1006 Beau Terre Dr, Suite I-904 |
| Fort Smith, AR 72901 | Bentonville, AR 72712 |

8.6 Designated Representative (see Section 3.8):

| Owner | Professional Services Provider |
|---|---|
| Richard Hamrick | Isabella Tibbets |
| _____ | _____ |
| (Print Name) | (Print Name) |
| Title: <u>Project Engineer</u> | Title: <u>Project Manager</u> |
| Phone Number: 479-494-3947 | Phone Number: (479) 755-8993 |
| Facsimile Number: <u>479-494-3909</u> | Facsimile Number: - |
| E-Mail Address: RHamrick@FortSmithAR.gov | E-Mail Address: itibbets@trekkdesigngroup.com |

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

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(Owner)

(City Clerk), Sherri Gard

By: _____
George McGill, Mayor

Date Signed: _____

(SEAL)

TREKK Design Group, LLC
(Engineer - Company Name)

(Corporate Secretary)

By: Kimberly Robinett
CEO / Managing Member, ~~President~~

Kimberly Robinett

(Witness)

(Printed Name)

1310 E 104th St
(Mailing Address)

Kansas City, MO 64131
(City) (State) (Zip)

Engineer License or Certificate No. 2968

State of: Arkansas

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



SCOPE OF SERVICES FOR Sewer System Assessment (SSA) Basin 12 Sub-Basin P006 (25-14-ES1) FORT SMITH, ARKANSAS

The general scope of this work includes sewer system assessment (SSA) and a remedial measures plan (RMP) of sub-basin P006 in accordance with the City of Fort Smith's Consent Decree requirements for Basin 12. Sub-basin P006 includes approximately 76,933 linear feet of gravity sanitary sewer mains and 318 manholes. SSA work include Closed-Circuit Televising (CCTV), manhole inspections, smoke testing, dye water testing, GIS data deliverables, rainfall monitoring, flow monitoring, flow analysis, SSA reporting, and a remedial measures plan (RMP). The current version of the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP), Manhole Assessment Certification Program (MACP), and Lateral Assessment Certification Program (LACP) shall be used in the assessment of the line segments and manholes within sub-basin P006. Lateral line assessment will be limited to smoke testing and associated inflow and infiltration (I/I) analysis.

TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION

Task 101 Project Management and Administration

The Consultant shall provide project management services necessary throughout the project (based on 12 months) to successfully manage and complete the Project, including project correspondence and consultation with City staff; supervision and coordination of services; assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly project status reports will document work progress, the percentage of completed work, schedule status, and budget status.

Deliverable(s):

- Monthly Invoices and Project Status Reports

Task 102 Project Kick-Off Meeting

The Consultant will meet with City staff during an initial project kick-off meeting. The purpose of the initial kick-off meeting will be to discuss the project goals and objectives, review expectations, coordinate services, review schedule, and confirm deliverables.

Deliverable(s):

- Meeting Agenda, Meeting Materials, and Meeting Minutes

Task 103 Project Progress Meetings and Progress Updates

The Consultant will participate in up to six (6) – one (1) hour progress meetings during the Project to discuss work progress, coordination efforts, inspection results, deliverable status, and any targeted discussion points or potential issues that may need resolved. The project manager and appropriate field team leaders involved with current work activities shall attend on behalf of Consultant. One (1) additional meeting shall be held to review the results of the analysis and the remedial measures plan with the City. The Consultant shall prepare an agenda for each meeting and a summary following the meeting. Project meetings shall be in person unless requested otherwise by the City.

Deliverable(s):

- Meeting Agendas, Meeting Materials, Meeting Minutes, and Progress Updates

TASK SERIES 200 – SEWER SYSTEM ASSESSMENT (SSA) FLOW AND RAINFALL MONITORING

Task 201 Site Assessment

Consultant shall complete one (1) flow meter and one (1) rain gauge site assessments at the locations recommended by the City. A site assessment of potential flow and rainfall monitoring sites will be evaluated to determine, in general, the most suitable locations based on the following conditions:

- Suitability for Accurate Metering - The accuracy of the open channel flow metering will depend on numerous variables, and it is imperative that they be controlled as much as possible. For this reason, the reconnaissance inspections will be performed to identify the best sites for metering and to minimize such error-causing factors as changes in pipe alignment and size, interruption of channel flow by side inlets and turbulence caused by uneven channels.
- Safety - It is equally important that the proposed sites conform to requirements for safe operating conditions. If the site falls outside of these requirements, alternate sites that are suitable based on safety requirements will be selected upon further consultation with the City.

Consultant shall complete site assessment forms for each final flow monitoring and rain gauge location. Assessment form shall include installation photos, site details – including, but not limited to pipe size, pipe material, manhole depth, evidence of surcharge, flow quality and silt levels.

Deliverable(s):

- Site Assessment Forms

Task 202 Flow Monitoring Installation, Maintenance, and Removal

Consultant shall provide and install up to one (1) area velocity meter. The unit will be initially installed, and the site calibrated for the base monitoring period. The flow monitor shall be maintained by Consultant. Maintenance shall include the upload and interrogation of all flow data, meter calibration (as needed), monthly velocity profiling, battery replacement, sensor cleaning, and other diagnostic checks. Flow monitor shall remain in place for a continuous base monitoring period up to 90 days. Data will be recorded at 15-minute intervals. Upon completion of the base period, Consultant will remove the meter unless it is recommended and approved by the City to keep it in place for additional time. Justification for extended metering will be due to insufficient rainfall or dry days, during the monitoring period. Compensation for additional flow metering service and calibration shall be at the unit price to be negotiated between the City and Consultant.

Task 203 Rainfall Monitoring

Consultant shall provide and install one (1) rain gauge unit. Consultant will install, service, and maintain continuous recording, electronic rain gauge(s) during the same base monitoring period as the flow meters. A proposed rain gauge location shall be determined by the Consultant. The gauge will record rainfall to one-hundredths of inch increments. The instruments will be checked and downloaded monthly by Consultant.

Task 204 Remote Diagnostic Inspections (RDI)

RDI will be routinely completed throughout the monitoring period to verify meters are working properly and to complete engineered data reliability reviews. Consultant will utilize FlowWorks for RDI review and data viewing. The remote data server will allow reviewers to see the network in real-time and schedule maintenance site visits in order to maximize data uptime and minimize data gaps.

The FlowWorks platform will be configured and made available to allow the City to remotely login and view data at all flow and rainfall monitoring locations. Usernames and passwords will be established as requested, for up to five (5) users.

The following will be made available to Client through the platform:

- Tabular and graphical data of depth, velocity, flow, and rainfall
- Map of installed sites with status of function
- Ability to export raw and engineered flow data.

TREKK equipment will include remote telemetry units which use cellular technology, however if cellular connections are lost, meters will be downloaded during next maintenance visit and data uploaded to the platform.

Task 205 Flow and Rainfall Data QA/QC and Data Processing

At the completion of the flow and rainfall monitoring period, flow data will be evaluated, and any necessary data adjustments will be made based on calibration data and the potential impact of silt and debris at the site.

A rainfall distribution analysis will be completed from the data to derive an applicable rain dataset specific to each flow meter basin. Rain data will be analyzed for each site to determine total rainfall recorded and to estimate return intervals for significant storm events. The rainfall data will be incorporated into the flow data analysis to be used for flow parameter calculations.

TREKK shall provide raw and final flow and rainfall data in electronic format (excel spreadsheets). Spreadsheets will include tabular data, hydrographs, level/velocity graphs, and scatterplots for each site.

Deliverable(s):

- Tabular data, hydrographs, level/velocity graphs, and scatterplots (spreadsheet format)

Task 206 Flow and Rainfall Data Analysis and Reporting

Consultant will evaluate the results of the flow monitoring program as follows: base flow, infiltration (groundwater-induced) and inflow (rainfall-induced) will be determined for the monitoring sites. Relationships between rainfall intensity and peak system flows for the site under non-bypassing conditions and saturated ground conditions will be determined. This is called the “Q vs. I” method of hydraulic analysis and will become the primary method of evaluating I/I response. System curves will be developed for the sites by comparing maximum rainfall intensity “i” expressed in inches/hour and peak system flow “Q” expressed in gallons per minute. Separate curves will be developed for both inflow and rainfall-induced infiltration, including projected flow hydrographs for the design storm events.

TASK SERIES 300 – SEWER SYSTEM ASSESSMENT (SSA) FIELD SERVICES

Consultant shall provide all equipment, labor, software, supplies, and other resources to fully complete field inspections. All structures and associated pipes must be accessible or have right of entry to property secured and provided by the City. Consultant assumes that no heavy equipment will be required to access structures. Consultant will coordinate access with the City where heavy equipment may be needed. Consultant shall comply with all OSHA confined space entry requirements, implement site-specific traffic control per MUTCD standards, and properly collect and dispose of all waste materials during cleaning operations.

Consultant will conduct internal team coordination meetings prior to each phase of field services and analysis to manage staff resources, to review deliverables, and to execute the defined scope of work.

Task 301 Smoke Testing

Smoke Testing will be conducted on up to 76,933 linear feet of pipe located within sub-basin P006 to identify I/I sources from both the public and private sector. Smoke testing activities will include a minimum of 48 hours advance notification to all residents within the study areas. Notification will be done by placement of bilingual (English and Spanish) door hangers on homes and businesses by Consultant. The notice will include general information about the smoke testing activities; including instructions to fill infrequently used plumbing traps with water and a tablespoon of cooking oil to prohibit smoke from entering buildings via service lines and will be reviewed and approved by the City prior to distribution. Consultant shall provide the City will social media and notification information that can be used by the City for notification through online platforms. All emergency services including, but not limited to Fort Smith Dispatch, County Sherriff's Departments, City Police Department, City Hall, Central Dispatch and the City Fire Departments will be notified by Consultant personnel of the smoke testing and the boundaries of the testing. Consultant will coordinate with the City prior to communicating with emergency services.

High-rate smoke blowers and liquid smoke will provide continuous smoke production while the field crew canvasses the areas over and adjacent to the lines and conducts a perimeter check of all buildings in proximity for evidence of smoke. Each positively identified source shall be digitally photographed, located and referenced. During documentation, consultant shall take photographs of the front of the home or business where the defect is located. Defective service laterals will be identified for subsequent investigation. All smoke testing inspections will be recorded on Consultant's field forms and input into a database compatible with ESRI GIS software.

Deliverables:

- Defect Summary Table (Excel format)
- GIS Geodatabase of Smoke Defects
- Smoke Defect Photos
- PDF map of smoke defects
- List of cleanout caps replaced, if applicable

Task 302 Manhole Inspections

Manhole inspections will be conducted to identify structural and I/I defects of each structure. Up to 318 manholes will be inspected from the topside of the manhole using the TREKK360 camera to collect panoramic photos, as well as mirrors and/or high-powered spotlights if necessary. Manhole inspections shall conform to Version 8.1 (or current) of the NASSCO MACP Manual and all field crew personnel shall hold current NASSCO MACP certification. NASSCO MACP Level 2 inspection shall be completed and all Level 2 structural, O&M, and construction features and defects coded per NASSCO MACP. All manhole inspection data will be digitally recorded as work progresses and a final TREKK360 viewer link shall be provided to the City following completion of all manhole inspections.

During field activities, field technicians will confirm system network connectivity, add newly identified structures to the online map, and provide sketches of routing discrepancies. Network change data will be provided to the City to allow for GIS updates.

The field crews shall commit a minimum of 15 minutes of searching for a manhole before classifying it as “could not locate” or “buried”. Metal detectors, probes, and shovels will be used to locate buried manholes. Manholes buried less than 6 inches deep in non-paved areas will be uncovered for inspection. A list and general vicinity of manholes that could not be inspected because they were buried or crews were unable to locate will be tabulated and provided to the City on a weekly basis. Once the City has reviewed the list of manholes that are buried or unable to locate and confirmed location, Consultant may continue to search for each manhole at an hourly rate following direction from the City. Consultant will then follow-up with an inspection of the manhole once it is located and made accessible.

Deliverables:

- List of Any Identified Emergency Repairs
- GIS Network Change Data
- 360-degree Imaging Data
- Manhole Inspection Reports with Photos (PDF format)

Task 303 CCTV Inspections

CCTV inspections will be conducted on up to 76,933 linear feet of pipe located within sub-basin P006 referencing City Standard Specification 701 – Cleaning and Closed Circuit Television (CCTV) Inspections. CCTV activities will include a minimum of 48 hours advance notification to all residents within the study areas. Notification will be done by placement of bilingual (English and Spanish) door hangers on homes and businesses by Consultant. The notice will include general information about the CCTV activities; including a brief description of the work being complete, the estimated dates that the work will be complete, why the pipes are being cleaned and televised, what the cleaning and televising process entails, and what to do if a blowback happens. The notification flyer will be reviewed and approved by the City prior to distribution.

CCTV inspections will be conducted utilizing a camera with pan and tilt capabilities. The pulling or pushing cable or tractor unit shall have a footage meter so that the location of the TV camera and point of observation will be known with reference from the starting manhole. The camera shall pan and tilt to all service connections to allow for the evaluation of the condition of the connection and to view inside the service connection. The camera shall also pan and tilt to significant structural defects and/or I/I sources. The direction of the camera will be noted. The display will always begin with the numbering from upstream manhole to downstream manhole. If a reverse setup is attempted, the same numbering system shall be used; however, the direction of camera shall be switched. If an unrecorded manhole is encountered, television inspection will halt. A new manhole number will be assigned per City standards. These changes will also be noted on maps and lists provided and submitted to the City at the conclusion of the project work.

The camera shall be moved through the sanitary sewer line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer condition and lateral connections, but in no case will the television camera be pulled at a speed greater than 30 feet per minute. If, during the inspection operation, the television camera will not pass through the sewer line, the technician shall reset his equipment in a manner so that the inspection can be performed from the opposite direction. If, again, the camera fails to pass through the entire sewer, the location and cause of camera blockage will be documented, and information provided to the City. The inspection shall be considered complete, and no additional inspection work will be required. All major pipe defects, such as collapsed pipes and pipes that have been bored through by other utilities shall be reported to the City as soon as possible.

All informational data on the pipes will be collected in the current NASSCO PACP format and delivered electronically to the City at the conclusion of the project.

Light cleaning will be performed to clear the sewers of debris and any flow obstructions to allow the CCTV camera to pass through the sewer for inspection and documentation of defects. The cleaning equipment shall be a type generally recognized by the trade for the purpose of cleaning sanitary sewers. The equipment shall be capable of removing roots, dirt, grease, rocks, bricks, sand, and other materials and minor obstructions from the sewer pipes and manhole channels. Light sewer cleaning shall be completed with a high velocity jet-cleaning machine and shall be defined as up to three slow passes.

If more effort is required, Consultant will be compensated for heavy cleaning, using an hourly crew charge. For heavy cleaning work, Consultant shall keep a log of line segments cleaned and hours spent on each line segment. Up to 120 hours of heavy cleaning may be performed. Consultant shall include documentation for required heavy cleaning as part of invoice submittals for the time period heavy cleaning was required.

Consultant shall coordinate with the City's landfill to dispose of all debris collected during cleaning. Consultant shall pay all tipping and disposal fees based on the landfill unit rate included in the fee schedule. It is estimated that up to 78 trips to the landfill will be required. For additional trips, consultant shall bill at the unit rate included in the fee schedule. The City of Fort Smith's landfill rate is \$50.00 per ton. Based on the consultants 1,000 gallon waste tank and an average unit weight of 8.8 pounds per gallon of sewer cleaning waste, the cost per trip is estimated at \$250.00.

The City of Fort Smith shall provide potable water for cleaning operations and consultant shall pay for a deposit fee, installation fee, relocation fees, and water fees for all water that is recorded to pass through the meter at the current water billing rate. Consultant shall coordinate with Fort Smith's meter room for installation and relocation of hydrant meters. Hydrant meters are only to be relocated by the Water Utilities. Consultant shall coordinate with the meter room so that meters may be removed to be protected from freezing. Consultant may use a heated hot box to protect meter from freezing.

Deliverables:

- Pipe Run Report (PDF format) including photos
- PACP NASSCO 8.1 (or current) inspection database (ACCESS format)
- List of Any Emergency Repairs
- CCTV video files

Task 304 Dyed Water Testing

Follow-up dyed water testing of suspected I/I sources identified during the smoke testing and manhole inspections will be performed to verify connection to the sanitary sewer system and quantify leakage. A fluorescent dye will be washed down any suspected I/I connection and/or adjacent storm sewers may be dye flooded. This will be accomplished by placing the dye directly into the suspect source and/or dye flooding adjacent storm sewers. Adequate water will be used to ensure that the dye has enough time to be observed in the downstream manhole. Presence of dyed water in the system downstream of the test verifies the I/I source connection.

Dyed water testing may be conducted in conjunction with CCTV inspection of the sanitary sewer main lines to verify connections and quantify I/I. Up to 20 dyed water tests will be performed.

Photographic records will be made of each confirmed source identified during dyed water testing.

Deliverables:

- Photographic Dyed Water Test Records
- PDF map of testing locations and test results

TASK SERIES 400 – SSA ANALYSIS, SSA REPORTING AND REMEDIAL MEASURES PLAN (RMP)

Task 401 SSA Analysis and Summary of Findings

Following the completion of the field service activities, Consultant will complete a design-based review of manhole inspection, smoke testing, dyed water testing, and CCTV data to establish a list of manholes and sewer lines recommended for rehabilitation or replacement. Manhole data, CCTV videos, and field photos will be reviewed thoroughly by NASSCO certified staff to determine recommended repairs and estimated costs. Sewer line recommendations for open cut or trenchless repairs will be made based on the severity of defects, existing ovality of the pipe, as well as access/surface considerations. Sewer line repairs will include open cut point repairs, open cut replacement, CIPP, and pipe bursting. Defective service connections will be included in the recommended repairs utilizing both trenchless CIPP liners and open cut methods. Other methods will be considered at the recommendation of the City.

The Consultant will assign estimated I/I source flow rates based upon information collected during field inspection activities. Source unit flow rates will be adjusted accordingly based on smoke testing or dyed water testing results. The I/I assigned to each defect will be based on generally accepted values but may not be exact. The purpose of assigning I/I to defects is to help in cost effective evaluations and prioritization. A certain percentage of I/I flow will be unidentified. These typically include building foundation drains, sump pumps, private service laterals, and other such sources where smoke testing and inspection activities are not always effective. The I/I for each defect will be totaled for every inspected manhole and televised pipe segment to obtain a total identified I/I for each asset. A prioritized I/I elimination analysis will then be conducted to compare costs associated with repairs to defect flow contributions (\$/gpm). This is the proposed cost to remove I/I from the system by making the repairs. Unit price repair or replacement costs will be provided by the City from recent City bid tabs for use in the cost analysis.

Following the prioritization, repairs will be generally categorized as Priority 1, Priority 2, or Priority 3 to allow the City to budget and plan for immediate and long-term repairs. Generally, emergency repairs and assets that remove the most gpd of I/I for the cost of repairs will be included as Priority 1. Consultant and City will determine the maximum \$/gpd for each category.

Task 402 SSA Reporting and Remedial Measures Plan (RMP)

Consultant shall document and report all determinations and findings identified through flow monitoring, field service activities, and SSA analysis of findings. Consultant shall develop a remedial measures plan addressing identified defects and deficiencies within the sanitary sewer collection system sub-basin P006. The purpose of the RMP is to document all work complete for regulatory compliance, implement rehabilitation and replacement recommendations, restore structural integrity and hydraulic capacity of the sanitary sewer system, reducing I/I, and eliminating SSOs.

This work shall be in accordance with the requirements of the City of Fort Smith Consent Decree and shall include assessment, prioritization, and recommendations for replacement or rehabilitation of sewer lines and manholes contributing inflow and infiltration (I/I), structural defects and deficiencies, and sanitary sewer overflows (SSOs).

Within the RMP, Consultant shall include a system sub-basin overview, field service summaries, field service finding, field service analysis, remedial measures including manhole recommendations, and sewer line recommendations. Consultant shall include tables such as sub-basin statistics, NASSCO MACP Score Summaries, Manhole Rehabilitation Recommendations, NASSCO PACP Score Summaries, Sewer Line Rehabilitation Recommendations, NASSCO Structure Score 4 and 5 Summaries. Consultant shall include figures such as a sub-basin study area map and a map of NASSCO Scores per asset.

The RMP shall summarize the line segments and manholes assessed by NASSCO structural defect ratings 1 through 5, with summary information provided in table format. Line segments and manholes with no defects shall be noted as such. Consultant shall provide additional tables showing data only for line segments and manholes resulting with a NASSCO structural defect rating of 4 and 5. For all line segments, consultant shall record the total linear feet of pipe in the sub-basin and break out the linear feet of non-plastic pipe and plastic pipe older than 1995 (information shall be provided by the City through GIS files).

Consultant shall meet with and City staff following completion of the project summary deliverable in a project summary review meeting.

References and standards to take into account during RMP include EPA CMOM Guidance, NASSCO PACP, MACP, and LACP current version, City of Fort Smith Standard Drawings and Technical Specifications, and requirements defined in the Consent Decree.

Deliverables:

- Remedial Measures Plan (RMP) Report
- Rehabilitation and Replacement Recommendations for Pipes and Manholes (Excel)
- Rehabilitation and Replacement Recommendations for Pipes and Manholes (PDF Map)
- Prioritized and sortable Excel spreadsheet listing all assets with a \$/gpd for I/I removal
- Prioritized manhole rehabilitation schedule in Excel divided by Priority.
- Prioritized sewer line rehabilitation schedule in Excel divided by Priority.
- Map of final rehabilitation plan showing assets color coded by Priority.

End of Scope

EXHIBIT B - ENGINEER'S HOURLY RATES



A D/WBE, WOSB Certified
Civil Engineering Firm

2026 Compensation for Professional Engineering Services¹

The **OWNERS'** payment to the **ENGINEER** shall be due and payable as follows:

- I. For all services provided, when authorized and agreed upon in writing, an amount based upon hourly billing rates plus expenses, in accordance with Section II below within the salary range for each position classification plus expenses, or a negotiated amount as agreed upon.

II. Hourly Billing Rates and Expenses:

| | | | | | | | |
|-----------------------------------|----------|---|----------|-------------------------------------|----------|---|----------|
| Project Principal | \$239.24 | - | \$408.31 | Senior Survey Crew Chief | \$133.98 | - | \$216.91 |
| Project Manager | \$153.12 | - | \$331.75 | Survey Crew Chief I | \$108.46 | - | \$159.50 |
| Senior Professional Engineer | \$194.58 | - | \$331.75 | Survey Crew Chief II | \$89.32 | - | \$127.60 |
| Professional Engineer I | \$175.45 | - | \$274.33 | Survey Crew Chief III | \$73.37 | - | \$102.08 |
| Professional Engineer II | \$153.12 | - | \$229.67 | Survey Instrument Technician | \$63.80 | - | \$108.46 |
| Professional Engineer III | \$124.41 | - | \$181.83 | Senior Utility Coordinator | \$108.46 | - | \$175.45 |
| Senior Project Engineer | \$159.50 | - | \$255.19 | Utility Coordinator I | \$86.13 | - | \$130.79 |
| Project Engineer I | \$130.79 | - | \$191.40 | Utility Coordinator II | \$86.13 | - | \$121.22 |
| Project Engineer II | \$108.46 | - | \$153.12 | Utility Coordinator III | \$73.37 | - | \$102.08 |
| Project Engineer III | \$92.51 | - | \$127.60 | Utility Locator | \$63.80 | - | \$108.46 |
| Senior Industry Specialist | \$204.15 | - | \$328.56 | Senior Construction Inspector | \$124.41 | - | \$200.96 |
| Industry Specialist I | \$165.88 | - | \$267.95 | Construction Inspector I | \$102.08 | - | \$149.93 |
| Industry Specialist II | \$127.60 | - | \$204.15 | Construction Inspector II | \$86.13 | - | \$121.22 |
| Industry Specialist III | \$98.89 | - | \$159.50 | Construction Inspector III | \$73.37 | - | \$102.08 |
| Senior Assessment Technician | \$114.84 | - | \$156.31 | Construction Observer | \$63.80 | - | \$86.13 |
| Assessment Technician I | \$98.89 | - | \$133.98 | Intern I | \$82.94 | - | \$121.22 |
| Assessment Technician II | \$82.94 | - | \$114.84 | Intern II | \$68.58 | - | \$98.89 |
| Assessment Technician III | \$70.18 | - | \$95.70 | Intern III | \$57.42 | - | \$79.75 |
| Assessment Technician IV | \$63.80 | - | \$79.75 | Principal | \$248.81 | - | \$437.02 |
| Senior GIS Analyst | \$133.98 | - | \$216.91 | Executive Administrative Specialist | \$102.08 | - | \$175.45 |
| GIS Analyst I | \$108.46 | - | \$159.50 | Administrative Specialist | \$79.75 | - | \$137.17 |
| GIS Analyst II | \$89.32 | - | \$127.60 | Senior PMO Specialist | \$143.55 | - | \$229.67 |
| GIS Analyst III | \$76.56 | - | \$105.27 | PMO Specialist I | \$118.03 | - | \$172.26 |
| Senior GIS Solutions Developer | \$149.93 | - | \$242.43 | PMO Specialist II | \$98.89 | - | \$140.36 |
| GIS Solutions Developer I | \$121.22 | - | \$178.64 | PMO Specialist III | \$82.94 | - | \$114.84 |
| GIS Solutions Developer II | \$102.08 | - | \$143.55 | Senior Operations Administrator | \$108.46 | - | \$175.45 |
| GIS Solutions Developer III | \$86.13 | - | \$118.03 | Operations Administrator I | \$89.32 | - | \$130.79 |
| Field Crew | \$133.98 | - | \$191.40 | Operations Administrator II | \$73.37 | - | \$105.27 |
| Senior Field Technician | \$118.03 | - | \$159.50 | Operations Administrator III | \$63.80 | - | \$86.13 |
| Field Technician I | \$98.89 | - | \$133.98 | Senior Technology Specialist | \$200.96 | - | \$322.18 |
| Field Technician II | \$82.94 | - | \$114.84 | Senior Innovation Specialist | \$143.55 | - | \$229.67 |
| Field Technician III | \$70.18 | - | \$95.70 | Innovation Specialist I | \$118.03 | - | \$172.26 |
| Field Technician IV | \$63.80 | - | \$79.75 | Innovation Specialist II | \$98.89 | - | \$140.36 |
| Senior Project Designer | \$149.93 | - | \$242.43 | Innovation Specialist III | \$82.94 | - | \$114.84 |
| Project Designer I | \$121.22 | - | \$178.64 | Senior IT Specialist | \$143.55 | - | \$229.67 |
| Project Designer II | \$102.08 | - | \$143.55 | IT Specialist I | \$118.03 | - | \$172.26 |
| Project Designer III | \$82.94 | - | \$121.22 | IT Specialist II | \$98.89 | - | \$140.36 |
| Senior CADD Technician | \$114.84 | - | \$185.02 | IT Specialist III | \$82.94 | - | \$114.84 |
| CADD Technician I | \$92.51 | - | \$137.17 | Senior HR Specialist | \$143.55 | - | \$229.67 |
| CADD Technician II | \$76.56 | - | \$108.46 | HR Specialist I | \$118.03 | - | \$172.26 |
| CADD Technician III | \$63.80 | - | \$89.32 | HR Specialist II | \$98.89 | - | \$140.36 |
| Senior Professional Land Surveyor | \$197.77 | - | \$318.99 | HR Specialist III | \$82.94 | - | \$114.84 |
| Professional Land Surveyor I | \$156.31 | - | \$242.43 | Senior Finance Specialist | \$188.21 | - | \$303.04 |
| Professional Land Surveyor II | \$124.41 | - | \$188.21 | Finance Specialist I | \$149.93 | - | \$226.48 |
| Professional Land Surveyor III | \$102.08 | - | \$149.93 | Finance Specialist II | \$121.22 | - | \$178.64 |
| Survey Crew | \$216.00 | | | Finance Specialist III | \$102.08 | - | \$143.55 |
| 3-Man Survey Crew | \$285.00 | | | Accounting Specialist | \$63.80 | - | \$111.65 |
| Senior Survey Technician | \$108.46 | - | \$175.45 | Senior Marketing Specialist | \$124.41 | - | \$200.96 |
| Survey Technician I | \$89.32 | - | \$130.79 | Marketing Specialist I | \$98.89 | - | \$149.93 |
| Survey Technician II | \$73.37 | - | \$105.27 | Marketing Specialist II | \$79.75 | - | \$121.22 |
| Survey Technician III | \$63.80 | - | \$86.13 | Marketing Specialist III | \$63.80 | - | \$95.70 |



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Civil Engineering Firm

| Equipment Billing Rates: | | | | | | | |
|--------------------------|-------------|----|--|-----------------------------|---------|----|--|
| Easement/Portable | \$150-\$200 | hr | | LiDAR Equipment | \$3,000 | hr | |
| CCTV Crew | \$325 | hr | | Survey Drone | \$600 | dy | |
| Jetter Crew | \$275 | hr | | Static Scan Equipment | \$700 | dy | |
| Mileage | \$0.725 | mi | | Slam Equipment | \$300 | dy | |
| Traffic Camera | \$5 | hr | | Survey Equipment | \$14 | hr | |
| TREKK360 w/X5 Camera | \$10,250 | ea | | Pavement Analysis Equipment | \$500 | hr | |
| PreView Camera | \$4,500 | ea | | Other Expenses | Cost | | |

¹: The above hourly rates and unit prices are good through December 31, 2026.

²: Current Audited or IRS Standard Mileage Rate



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: March 9, 2026
SUBJECT: B Street South Sewer Upgrades. Project No. 21-19-ED2

SUMMARY

This Consent Decree project consists of the replacement of two sanitary sewer mains by Horizontal Directional Drilling (HDD) methods. An exhibit showing the two project locations is attached. RJN Group, Inc. has been selected to provide Design Services for this project. A copy of the consultant selection form for this project is attached.

RJN Group, Inc. submitted a proposal for Design Services on this project in the amount of \$99,960.00 and for a design period of 208 calendar days. A copy of their proposal is included as Exhibit A in the attached Agreement for Professional Services.

The attached Resolution authorizes the Mayor to execute an Agreement with RJN Group, Inc in the amount of \$99,960.00 and for a duration of 208 calendar days.

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

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

ATTACHMENTS

1. [3-17-26_Item_ID_2623_Resolution_Engineering-Utilities.pdf](#)
2. [3-17-26 Item ID 2623 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$99,960.00
BUDGET INFORMATION: Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds

CONSENT DECREE

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RJN GROUP, INC. FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE B STREET SOUTH SEWER UPGRADES, PROJECT NO. 21-19-ED2

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

SECTION 1: An agreement with RJN Group, Inc. for providing engineering services associated with the B Street South Sewer Upgrades, Project No. 21-19-ED2, which is incorporated herein by reference, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the agreement approved by Section 1 for professional services with RJN Group. Inc. in the amount of \$99,960.00 and for a period of 208 days for performing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

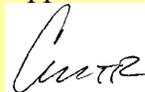
APPROVED:

Mayor

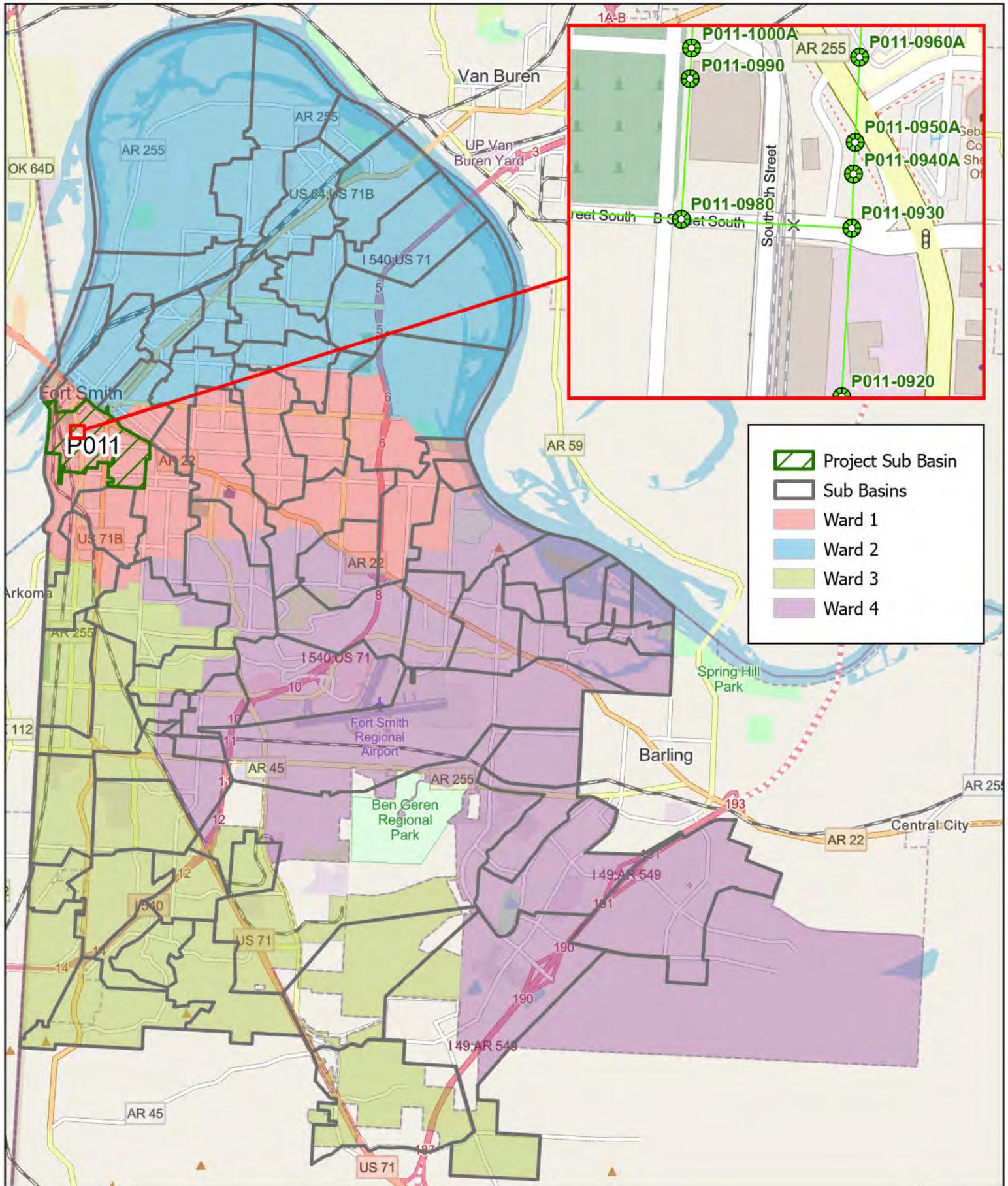
ATTEST:

City Clerk

Approved as to form:



_____ npr



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

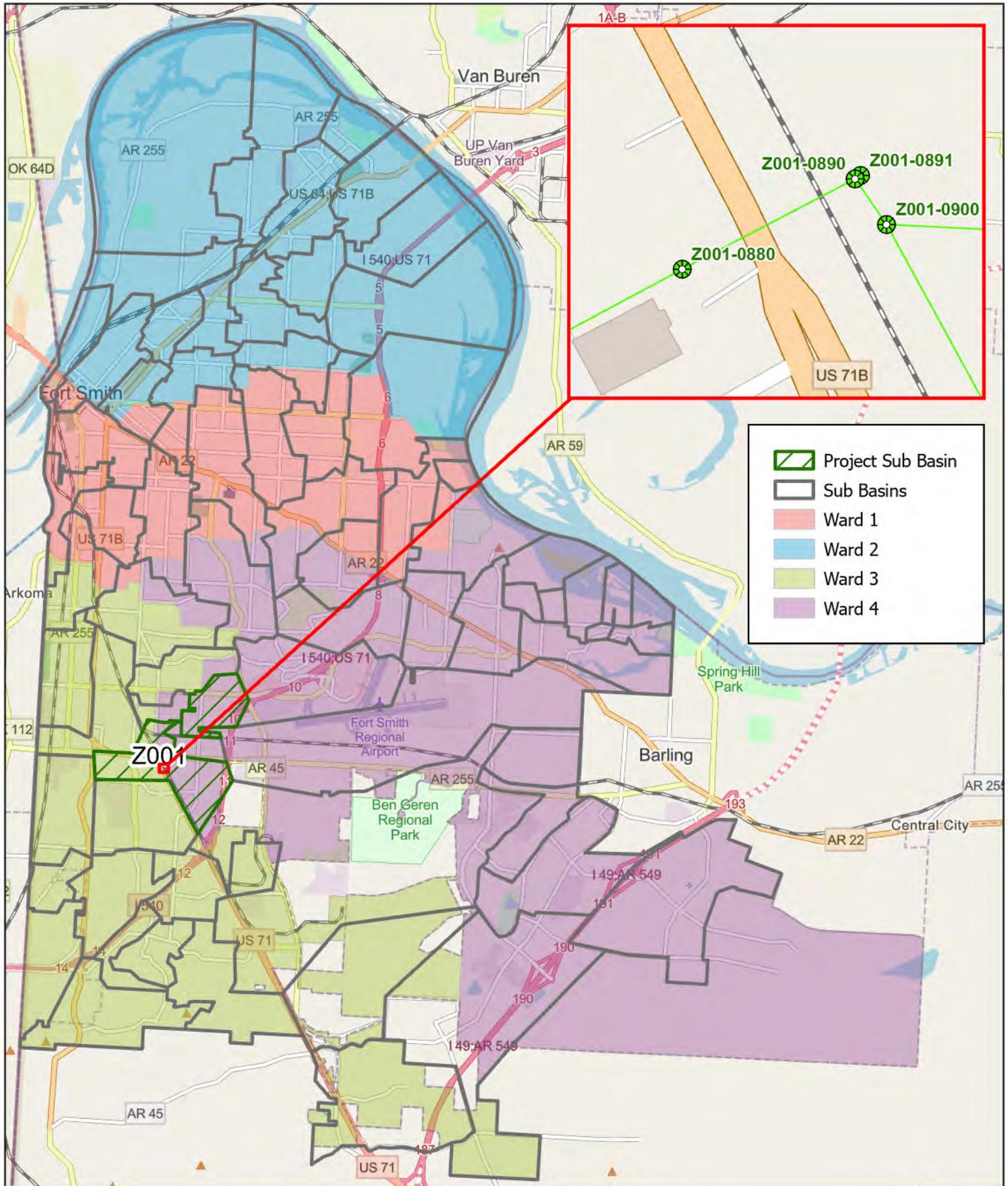


Sub-Basin
P011

21-19-ED2 - SSA Remedial Measures

Sub-Basin P011





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



Sub-Basin
Z001

21-19-ED2 - SSA Remedial Measures

Sub-Basin Z001



INTER-OFFICE MEMO

TO: Project File

DATE: January 29, 2026

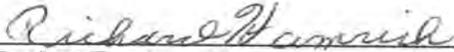
FROM: Richard Hamrick

SUBJECT: B Street South Sewer Upgrades
Project Number: 21-19-ED2

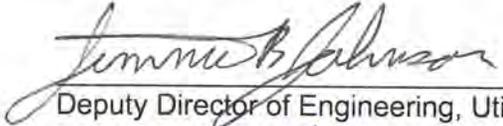
In compliance with Section 2-182 paragraph (d) of the Fort Smith Municipal Code, from the available statements of qualifications from consulting engineers currently on file in the City Clerk's office, three (3) qualified firms were considered to provide the desired services. The following firms were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

1. Hawkins-Weir Engineers, Inc.
2. McGuire Engineering, Inc.
3. RJN Group

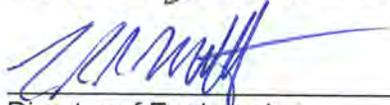
Of these firms, the firm of RJN Group is considered the best qualified and capable of performing the work.


Project Engineer

01/29/2026
Date


Deputy Director of Engineering, Utilities

01-29-26
Date


Director of Engineering

1-29-26
Date

AGREEMENT
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
RJN GROUP, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, **2026** between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER)** and **RJN Group, Inc., 1800A S. C Street, Fort Smith, Arkansas 72901 (ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the **B Street South Sewer Upgrades (Project Number 21-19-ED2)** (hereinafter called the **Project**).

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

Rev. 11/10/2025

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

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

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

SECTION 3 - OWNER'S RESPONSIBILITIES

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

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

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

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

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.3 For Reimbursable Expenses

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

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

5.1.3.1 Airfare

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

5.1.3.2 Lodging

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

5.1.3.3 Meals

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

5.1.3.4 Mileage

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

5.1.3.5 Parking and Tolls

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

5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)
All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

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

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

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

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

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

5.2 Times of Payment

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

5.3 Other Provisions Concerning Payments

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

5.4 Definitions

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

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

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

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

6.1.2 Termination

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

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

6.1.2(B) For cause,

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

6.1.3 Effective Date of Termination

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

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

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

7.2 Controlling Law and Venue

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

7.3 Successors, Assigns, and Beneficiaries

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

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

7.3.3 Unless expressly provided otherwise in this Agreement:

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

7.4 Access To Records

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

7.5 Standards of Performance

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

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

7.6 Insurance

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

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

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

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

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

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

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

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

7.7 Indemnification

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

7.8 Waiver

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

7.9 Notices

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

7.10 Survival

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

7.11 Severability

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

7.12 Cost Opinions and Projections

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

7.13 Limitation of Liability

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

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

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7.14 Delays

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

SECTION 8 - EXECUTION

- 8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.
- 8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Ninety Nine Thousand Nine Hundred Sixty 00/100 Dollars (\$99,960.00)** without written approval of the OWNER.
- 8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **208 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER). See **Exhibit D, "Design Schedule"**.

8.5 Address for giving notices:

| Owner | Professional Services Provider |
|----------------------------|--------------------------------|
| City of Fort Smith | <u>Daniel Jackson</u> |
| C/O Engineering Department | <u>RJN Group, Inc.</u> |
| 623 Garrison Avenue | <u>1800A S. C Street</u> |
| Fort Smith, AR 72901 | <u>Fort Smith, AR 72901</u> |

8.6 Designated Representative (see Section 3.8):

| Owner | Professional Services Provider |
|--|--|
| <u>Richard Hamrick</u> (Print Name) | <u>Daniel Jackson, P.E.</u> (Print Name) |
| Title: <u>Project Engineer</u> | Title: <u>Sr. Vice President</u> |
| Phone Number: <u>479-494-3947</u> | Phone Number: <u>972-437-4300</u> |
| Facsimile Number: <u>479-494-3909</u> | Facsimile Number: <u>972-437-2707</u> |
| E-Mail Address: <u>RHamrick@FortSmithAR.gov</u> | E-Mail Address: <u>djackson@rjnmail.com</u> |

(The Remainder Of This Page Is Blank)

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

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(Owner)

(City Clerk), Sherri Gard

By: _____
George McGill, Mayor

Date Signed: _____

(SEAL)

RJN Group, Inc.
(Engineer - Company Name)

(Corporate Secretary)

By: Dan Jackson
Daniel Jackson, Sr. Vice-President

(Witness)

Daniel Jackson, P.E.
(Printed Name)

1800A S. C Street
(Mailing Address)

Fort Smith, AR 72901
(City) (State) (Zip)

Engineer License or Certificate No. 13978

State of: Arkansas

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

EXHIBIT A

SCOPE OF SERVICES

1. Project Administration
 - a. Meet with OWNER's staff on a periodic basis to update progress, review issues, and receive any input from staff. Meetings will be coordinated to coincide with significant project milestones with written documentation of each meeting provided.
 - b. Provide progress schedules and reports detailing project status.
 - c. Perform internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

2. Sub-Basin P011 Line Replacement Design
 - a. Sub-Basin P011 consists of the design of the replacement of an existing 8" VCP pipe between Manhole P011-0980 to Manhole P011-0930 which crosses under the Canadian Pacific Railroad line. The survey was provided by others through the City of Fort Smith. The provided pdf plan and profile sheet was imported into Civil3D and the existing line will be replaced with a parallel line installed thru a bored casing pipe and manholes will be replaced and new manholes installed.
 - b. Completion of one (1) railroad utility crossing application to be submitted to the City for signatures and then submitted to the railroad company (Canadian Pacific Railroad) for review, approval and issuance of a permit.
 - c. Geotechnical report is required by Canadian Pacific Railroad. The report will be reviewed by Canadian Pacific Railroad.
 - d. The geotechnical sub is required to monitor the ground and tracks for movement during the installation of the casing pipe across the railroad tracks during construction.
 - e. An easement is not required as construction will be completed within City ROW.

3. Sub-Basin Z001 Line Replacement Design
 - a. Sub-Basin Z001 consists of the design of the replacement of two (2) existing 12" PVC pipes between Manhole Z001-0880 to Manhole Z001-0890 to Manhole Z001-0900 which cross under Highway Business 71 and the Fort Smith Railroad line. Survey will be required to include line segments not previously included in the original survey. The new design will include the creation of plan and profile sheets and details. The existing lines will be replaced with a parallel line installed across the highway and railroad thru a bored casing pipe and the replacement of new manholes and connecting line segments.
 - b. Completion of one (1) railroad utility crossing application to be submitted to the City for signatures and then submitted to the railroad company (Fort Smith Railroad) for review, approval and issuance of a permit.
 - c. Geotechnical report is not required by Fort Smith Railroad.

4. Bid Package Services

- a. Update the plans sheets and add cover, general notes and required detail sheets and specifications as necessary for assembling a bid package to include all required Issued For Bid documents.
- b. Address any City Staff comments on the bid package.
- c. Assist the OWNER in attending a bid meeting via Teams or any other meeting platform, with the potential Bidders and answer questions at the meeting. Prepare meeting agenda and meeting notes to be issued after the meeting.
- d. Prepare Bid Tabulations and provide a Recommendation Letter to award the winning bid.
- e. Completion of two (2) railroad utility crossing applications to be submitted to the City for signatures and then submitted to the railroad company for review and approval. Right of Entry Application fee of \$3,900 to Fort Smith Railroad be paid by the City. Right of Entry Application fee of \$3,900 to Canadian Pacific Railroad be paid by the City.

5. Assumptions

- a. 2 Addenda to the bid documents.
- b. RJN will not be providing Construction Services.
- c. OWNER will conduct day-to-day construction inspections.
- d. RJN will not be providing as-built Record Drawings.

EXHIBIT B

ENGINEER'S HOURLY RATES

| Classification | | Rates* |
|-----------------------|---------------------------|---------------|
| PD | Project Director | \$550.00 |
| SPM | Senior Project Manager | \$310.00 |
| PM | Project Manager | \$220.00 |
| SPE | Senior Project Engineer | \$180.00 |
| PE | Project Engineer | \$160.00 |
| SGA | Senior GIS Analyst | \$135.00 |
| GIS/CADD | GIS Analyst/CADD Designer | \$180.00 |
| FM | Field Manager | \$130.00 |
| FT | Field Technician | \$95.00 |
| AS | Administrative Support | \$180.00 |

Direct Costs +7%

A. Notes

- The Hourly Rate Schedule is valid for a year beginning at the contract signing date. Following that date, rates may be subject to a 5% annual increase.
- The rates for reimbursables such as travel, postage, document fees, and in-house printings/discs are applied based on the normal ongoing charges.

EXHIBIT C

DESIGN, BID & CONSTRUCTION PHASE SERVICES FEE SCHEDULE

| Sub-Basins P011 and Z001 | |
|--|--------------------|
| Project Administration | \$ 10,000.00 |
| Design of Line Segment P011-0980 to P011-0930 | \$ 18,000.00 |
| Canadian Pacific Railroad Utility Crossing Application (1 @\$3,310/EA) | \$ 3,310.00 |
| Geotechnical Investigation for Line P011-0980 to P011-0930 | \$ 9,245.00 |
| Geotechnical Monitoring During Construction of Line P011-0980 to P011-0930 | \$ 11,480.00 |
| Design of Line Segments Z001-0880 to Z001-0890 to Z001-0900 | \$ 30,340.00 |
| Topographical Survey | \$ 3,210.00 |
| Easement Document (2 @\$1,070/EA) | \$ 2,140.00 |
| Fort Smith Railroad Utility Crossing Application (1 @\$5,885/EA) | \$ 5,885.00 |
| Bidding Services | \$ 6,350.00 |
| TOTAL NOT-TO-EXCEED | \$99,960.00 |

Fort Smith-Wastewater Rehab at Railroad Xings

EXHIBIT D

| Task Name | Duration | Q1 | | | Q2 | | | Q3 | | |
|--|----------|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|
| | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| Fort Smith-Wastewater Replacements at Railroad Xings | 208d | [Overall project bar] | | | | | | | | |
| Notice to Proceed | 1d | [Task bar] | | | | | | | | |
| Geotechnical Investigation and Report & Approval by CPKC | 120d | [Task bar] | | | | | | | | |
| Conceptual Design - 30% | 92d | [Task bar] | | | | | | | | |
| Topographical Survey | 28d | [Task bar] | | | | | | | | |
| 30% - Conceptual Design Submittal | 55d | [Task bar] | | | | | | | | |
| 30% - Preliminary Design Review | 9d | [Task bar] | | | | | | | | |
| Preliminary Design - 65% | 28d | [Task bar] | | | | | | | | |
| 65% - Preliminary Design | 19d | [Task bar] | | | | | | | | |
| 65% - Preliminary Design Review | 9d | [Task bar] | | | | | | | | |
| Pre-Final Design - 90% | 28d | [Task bar] | | | | | | | | |
| 90% - Pre-Final Design | 19d | [Task bar] | | | | | | | | |
| 90% - Pre-Final Design Review | 9d | [Task bar] | | | | | | | | |
| Final Plans and Specs | 28d | [Task bar] | | | | | | | | |
| Advertise for Construction | 14d | [Task bar] | | | | | | | | |
| Bid Opening | 1d | [Task bar] | | | | | | | | |
| Contract Award | 28d | [Task bar] | | | | | | | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2026

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 Brown & Brown Insurance Services, Inc. Dba Brown & Brown Retail Insurance Services 1200 N. Mayfair Road, Suite 100 Milwaukee, WI 53226 www.bbrown.com | CONTACT NAME: Brown & Brown Retail Insurance Services PHONE (A/C, No, Ext): 414-443-0000 E-MAIL ADDRESS: milcertificates@bbrown.com | FAX (A/C, No): | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED RJN Group, Inc 2655 Warrenville Rd, Suite 225 Downers Grove IL 60515 | INSURER A: Phoenix Insurance Company | | 25623 |
| | INSURER B: Charter Oak Fire Insurance Company | | 25615 |
| | INSURER C: Travelers Property Casualty Co of Amer | | 25674 |
| | INSURER D: Houston Casualty Company | | 42374 |
| | INSURER E: Allied World Surplus Lines Insurance Co | | 24319 |
| | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 88944184

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: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | P-630-5Y000855-PHX-25 | 8/1/2025 | 8/1/2026 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | 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 type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 810-4Y999425-25-43-G | 8/1/2025 | 8/1/2026 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP-5Y007788-25-43 | 8/1/2025 | 8/1/2026 | EACH OCCURRENCE | \$ 10,000,000 |
| | | | | | | | AGGREGATE | \$ 10,000,000 |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | UB-5Y004055-25-43-G | 8/1/2025 | 8/1/2026 | <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 |
| D | Cyber Liability | | | H24NGP228776-02 | 8/1/2025 | 8/1/2026 | Limit | \$ 2,000,000 |

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

RE: Project Name – Fort Smith B Street South Sewer Upgrades - Project Number: Client Project Number – 21-19-ED2
 City of Fort Smith is included as Additional Insured on the General Liability policy when required by written contract. A Waiver of Subrogation is included on the General Liability policy when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Smith
 P.O. Box 1908
 623 Garrison Avenue
 Fort Smith AR 72902

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

Kristine Olson

Kristine Olson

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|-----------|--|--|
| AGENCY Brown & Brown Insurance Services, Inc. | | NAMED INSURED R/JN Group, Inc 2655 Warrenville Rd, Suite 225 Downers Grove IL 60515 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)
HOLDER: City of Fort Smith
ADDRESS: P.O. Box 1908 623 Garrison Avenue Fort Smith AR 72902

E - Professional Liability, Policy #0309-1208, Effective Dates 8/1/2025 - 8/1/2026
 Per Claim: \$3,000,000, Aggregate: \$3,000,000,
 Retroactive Date: 08/01/1994



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Dr. Sara Deuster, Director of Parks and Recreation

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: March 12, 2026

SUBJECT: 2025 TAP Award for Fort Smith Methodist Village Connector Trail

SUMMARY

On March 4, 2025, the Board of Directors approved [Resolution No. R- 53-25](#) expressing the City's willingness to serve as the Sponsor for the Methodist Village Walking Trail project to receive funds through the 2025 Transportation Alternatives Program (TAP). This project creates a paved, accessible path to connect Methodist Village Senior Living (MVSL) to Carol Ann Cross Park to better allow residents to access the park. This ADA compliant walking trail will not be exclusive to residents of MVSL and can be utilized by all citizens, especially those residing in the neighborhoods to the southeast corner of the park. As part of this project, MVSL will grant the City a public trail easement to ensure the trail remains accessible to the public in perpetuity.

The Arkansas Department of Transportation (ArDOT) announced award recipients of the 2025 TAP funds on October 8, 2025. The Fort Smith Methodist Village Connector Trail was awarded funding in the amount of \$196,000.00 for construction costs. Acceptance of this award requires a local match in the amount of \$49,000.00, which will be paid by MVSL.

The first Resolution presented to the Board for consideration authorizes the Mayor to execute a Memorandum of Understanding (MOU) with MVSL, which outlines the responsibilities of both parties. Namely, the MOU reaffirms the City will carry out its duties as the Sponsor for the 2025 TAP grant award, as authorized by Resolution No. R-53-25, fund engineering and construction observation fees through designated revenues from the operation of the cell tower at Carol Ann Cross Park, and the procedures for reimbursement from MVSL to the City for any construction expenses not reimbursable through TAP funds.

Engineering design and construction observation fees are not reimbursable through the awarded TAP funds. The total for these fees will be \$38,500.00. Provided the impact this project will have in creating a safe connection to Carol Ann Cross Park for residents and extending our city's trails and greenways system, the City will fund the engineering portion of the project through designated revenues received for the operation of the cell tower at Carol Ann Cross Park for improvements that benefit the park. Most of the available funds were used to offset the cost for the inclusive playground last year. However, adequate funds to cover the engineering fees associated with the project are available from the cell tower revenue. The

Parks Commission made a motion to recommend the use of these designated revenues for engineering costs associated with the Fort Smith Methodist Village Connector Trail during their March 11th meeting. This motion was unanimously approved.

The second Resolution presented to the Board for consideration authorizes the Mayor to execute an Agreement of Understanding and appropriate forms with ArDOT to accept the TAP award of \$196,000.00 for the Fort Smith Methodist Village Connector Trail project.

This project is in alignment with the comprehensive plan policies PFS-4.3 (Identify opportunities to reduce the City's cost burden by establishing public/private partnerships on significant revitalization projects), PFS-5.2 (Increase the use of parks, open space, and recreational programming to improve the health of Fort Smith residents), NCR-1 (Increase the amount of open space and opportunities for recreation throughout the City...), and PFS-3.2.3 (Transition from ADA accessibility to inclusion for individuals of all abilities in the renovation & development of all facilities, parks, and trails).

Please let me know should you have any questions or need additional information.

ATTACHMENTS

1. [3-17-26_Item_ID_2617_Resolution.pdf](#)
2. [3-17-26_Item_ID_2617_MOU.docx](#)

GRANT AMOUNT: \$196,000.00
GRANT NAME: Transportation Alternatives Program
GRANT AGENCY: Arkansas Department of Transportation

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH, ARKANSAS AND METHODIST NURSING HOME OF FORT SMITH, INC. D/B/A METHODIST VILLAGE SENIOR LIVING REGARDING THE 2025 TRANSPORTATION ALTERNATIVES PROGRAM

BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

SECTION 1: The Memorandum of Understanding between the City of Fort Smith, Arkansas and Methodist Nursing Home of Fort Smith, Inc. d/b/a Methodist Village Senior Living, incorporated herein by reference, is hereby approved and such memorandum provides the terms, conditions, and mutual understanding concerning acceptance of 2025 Transportation Alternatives Program funding for the Methodist Village Walking Trail Connector.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Memorandum of Understanding approved in Section 1 of this Resolution.

This Resolution adopted this _____ day of March, 2026.

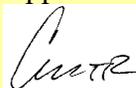
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH,
ARKANSAS, AND METHODIST NURSING HOME OF FORT SMITH, INC. D/B/A
METHODIST VILLAGE SENIOR LIVING REGARDING THE 2025 TRANSPORTATION
ALTERNATIVES PROGRAM

This Memorandum of Understanding (“Agreement”) is made and entered into this _____ day of _____ 2026, by and between The City of Fort Smith, acting by and through its governing body, the Board of Directors, hereinafter referred to as “the City” and Methodist Nursing Home of Fort Smith, Inc. d/b/a Methodist Village Senior Living hereinafter referred to as “MVSL”, both of Sebastian County, State of Arkansas, witnessed:

WHEREAS, MVSL requested the City to serve as the official sponsor for its application for 2025 Transportation Alternatives Program (TAP) funds for the Fort Smith Methodist Village Connector Trail; and

WHEREAS, the City passed Resolution No. R-53-25 expressing the City’s willingness to serve as the official Sponsor for the Fort Smith Methodist Village Connector Trail project (“Project”) to receive funds through the Transportation Alternatives Program (TAP); and

WHEREAS, the Project was awarded a TAP grant in the amount of \$196,000.00 (“TAP Grant Funds”); and

WHEREAS, acceptance of the TAP Grant Funds requires a 20% local match in the amount of \$49,000.00 (“Local Match”); and

WHEREAS, each entity finds that the performance of this Agreement is in the best interests of both parties, and that the undertaking will benefit the public; and

WHEREAS, this Agreement is made necessary to comply with the applicable grant requirements; and

WHEREAS, serving as sponsor for the TAP, the City will be designated as the fiscal agent for the program and as such will be responsible for required financial and program reporting.

NOW, THEREFORE, subject to the terms and conditions of this Agreement, and in consideration of the mutual promises and covenants stated herein and the recitals set forth above, and for other good and valuable consideration to the City and MVSL, the sufficiency and receipt of which are hereby acknowledged, the City and MVSL agree as follows:

SECTION 1: The recitals set forth above are incorporated herein by reference.

SECTION 2: MVSL agrees to provide to the City a public trail easement of no less than 14 feet in width with an actual trail path of not more than 8 feet in width (which may vary and may be reduced as necessary to accommodate geography of terrain) within the easement area, which such easement will be upon on real property of MVSL located at 7425 Euper Lane, Fort Smith,

Arkansas 72903. The purpose of this easement is to provide permanent and perpetual public recreational use of the easement area. The terms set forth by the trail easement agreement shall comply with any and all requirements necessary for the use of TAP Grant Funds.

SECTION 3: The City, utilizing revenues received from the cell tower located at Carol Ann Cross Park, will be solely responsible for paying the engineering and construction observation fees necessary to implement the Fort Smith Methodist Village Connector Trail.

SECTION 4: MVSL will be solely responsible for paying the one-percent (1.0%) Arkansas Department of Transportation Administrative Fee required for use of TAP Grant Funds.

SECTION 5: MVSL will be solely responsible for paying the Local Match for the awarded TAP grant in the manner set forth below.

SECTION 6: The City will be initially responsible for payment of the Local Match. After payment of the Local Match, or any portion thereof, by the City, the City shall provide MVSL a written notice setting forth the amount of the Local Match paid by the City. Within thirty (30) days receipt of the written notice from the City, MVSL shall fully reimburse the City the amount of the Local Match paid by the City.

SECTION 7: MVSL will be responsible for any and all construction expenses not reimbursable through the TAP grant; however, construction expenses shall not be construed to include engineering and construction observation fees described in Section 3, above.

SECTION 8: For necessary construction expenses not covered through the TAP grant and/or in the event the cost of the Project exceeds the TAP Grant Funds (\$196,000.00) and the Local Match (\$49,000.00), the City will be initially responsible for payment of such excess costs. After payment of excess costs, or any portion thereof, the City shall provide MVSL a written notice setting forth the amount paid by the City in excess of the TAP Grant Funds and Local Match. Within thirty (30) days receipt of the written notice from the City, MVSL shall fully reimburse the City the amount of the paid by the City in excess of the TAP Grant Funds and Local Match.

SECTION 9: By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Fort Smith, Arkansas

**Methodist Nursing Home of Fort Smith,
Inc. d/b/a Methodist Village Senior Living**

George B. McGill, Mayor

Melissa Curry, Chief Executive Officer

Attest: Sherri Gard, City Clerk

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AWARD OF FEDERAL-AID TRANSPORTATION
ALTERNATIVES PROGRAM FUNDS FOR THE FORT SMITH METHODIST VILLAGE
CONNECTOR TRAIL

WHEREAS, the City of Fort Smith Board of Directors passed Resolution No. R-53-25 expressing the City's willingness to serve as the official Sponsor for the Fort Smith Methodist Village Connector Trail to receive funds through the Transportation Alternatives Program (TAP), and

WHEREAS, Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to develop the Fort Smith Methodist Village Connector Trail, and

WHEREAS, the Arkansas Department of Transportation announced the awarded recipients of the 2025 Transportation Alternatives Program on October 8, 2025, and

WHEREAS, the Fort Smith Methodist Village Connector Trail project was awarded a TAP grant in the amount of \$196,000.00 for construction costs, and

WHEREAS, acceptance of this award requires a 20% Local Match in the amount of \$49,000.00, and

WHEREAS, Methodist Nursing Home of Fort Smith, Inc. d/b/a Methodist Village Senior Living ("MVSL") will be responsible for providing the local match in the amount of \$49,000.00 and all costs not reimbursable through the TAP grant, and

WHEREAS, the Director of Parks and Recreation will serve as the designated full-time employee to be in responsible charge of the day-to-day oversight of the project, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained as such for the life of the project, and

WHEREAS, the Fort Smith Methodist Village Connector Trail will provide access to individuals of all mobilities to Carol Ann Cross Park, a city-owned public park.

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

SECTION 1: The award of the Federal-aid Transportation Alternatives Program Funds for development of the Fort Smith Methodist Village Connector Trail project ("Project") are hereby accepted and the Agreement of Understanding between the City of Fort Smith and the Arkansas Department of Transportation ("Agreement"), incorporated herein by reference, relative to the receipt and use of such grant funds for the Project 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 and all appropriate forms contained in the Arkansas Department of Transportation's Local Public Agency Project Manual to initiate action to implement the Project.

SECTION 3: The local match required to be paid relative to the funds awarded to the City under the Transportation Alternative Program for the Project is in the amount of \$49,000.00 ("Local Match"). The City understands and acknowledges it shall initially be responsible for payment of the Local Match. After payment of the Local Match, or any portion thereof, the City shall provide MVSL a written notice setting forth the amount of the Local Match paid by the City. Within thirty (30) days receipt of the written notice from the City, MVSL shall reimburse the City the amount of the Local Match paid by the City.

SECTION 4: In the event the cost of the Project exceeds that of the funds awarded under the TAP grant (\$196,000.00) ("Grant Amount") and the Local Match (\$49,000.00), the City understands and acknowledges it shall initially be responsible for payment of such excess costs. After payment of excess costs, or any portion thereof, the City shall provide MVSL a written notice setting forth the amount paid by the City in excess of the Grant Amount and Local Match. Within thirty (30) days receipt of the written notice from the City, MVSL shall reimburse the City the amount of the paid by the City in excess of the Grant Amount and Local Match.

This Resolution adopted this _____ day of March, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FORT SMITH

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U. S. Department of Transportation Federal Highway Administration

RELATIVE TO

Implementation of **Job 041015, Fort Smith Methodist Village Connector Trail (TAP-25) (S)** (hereinafter called the "Project") as an Arkansas Transportation Alternatives Program (TAP) project.

WHEREAS, the City of Fort Smith (hereinafter called the "Sponsor") has expressed its desire to use Federal-aid TAP funds for the eligible Project and to provide necessary matching funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") Resolution No. R-53-25 from the Sponsor's governing body authorizing the Sponsor's Chief Executive Officer (CEO), or their designated representative, to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding in the Infrastructure Investment and Jobs Act (IIJA) includes Federal-aid TAP funds for certain local projects with the following cost share:

| | <u>Maximum Federal %</u> | <u>Minimum Sponsor %</u> |
|--|------------------------------|------------------------------|
| Preliminary Engineering by Consultant | 80 | 20 |
| Environmental | 80 | 20 |
| Right of Way/Utilities | 80 | 20 |
| Construction | 80 | 20 |
| Construction Engineering by Consultant | 80 | 20 |
| Department Administrative Cost | 0 | 100 |

WHEREAS, funding participation will be subject to a limit of **\$196,000** maximum Federal-aid TAP funds for the **construction phase** of the Project and approved obligation limitation; and

WHEREAS, the Sponsor understands that these funds have been awarded for specific project purposes, not for the Sponsor to utilize until expended; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at www.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third-party benefit or right to any person or entity not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day-to-day oversight of the Project (Form LPA-005). If the designated full time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintain familiarity of day-to-day project operations, including project safety issues;
 - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visit and review the project daily;
 - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation; and
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Submit the Revision of Project Scope and Budget (Form LPA-004) if a modification to the Project scope is needed.
3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
 - Make periodic payments to the consultant for preconstruction phases of the Project and request reimbursement from the Department.
 - Request reimbursement from the Department for eligible expenditures related to preconstruction phases of the Project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
4. If desired, request that the Department contract with one of its on-call consultants on behalf of the Sponsor (Form LPA-031).
 - Execute a task order with the Department and the selected on-call consultant for implementation of selected phases of the Project.
 - Make periodic payments to the on-call consultant for work accomplished in accordance with the task order.

- Request reimbursement from the Department for eligible on-call consultant related costs incurred for the project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
5. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the project if the project includes design of structural components. (See Form LPA-003 for items to be included in the bid proposal.) Plans which include the design of only non-infrastructure components will not require a registered stamp.
 6. Be responsible for any necessary coordination with affected railroads including preliminary and final plan review and for executing any formal railroad maintenance and construction agreements that may be necessary for the project. This includes ensuring that potential bidders are aware of railroad coordination required during construction, including flagging services and insurance.
 7. Submit plans at 30%, 60%, and 90% completion stages for Department review according to the deadline schedule.
 8. Submit the following deliverables for the Project by the listed deadline or risk possible cancellation of the Federal-aid award or significant delay of the Project. If a deadline is missed, the Sponsor may be required to submit a reason for the delay and request a time extension in writing.

| Deliverables | Deadlines |
|--|---|
| Signed Agreement of Understanding for Execution by the Department | 60 Days following receipt of the Draft Agreement of Understanding |
| 30% Complete Plans for Review | 90 Days following receipt of the Executed Agreement of Understanding |
| 60% Complete Plans for Review | 90 Days from the return of Department comments on previous set of plans |
| 90% Complete Plans for Review | 90 Days from the return of Department comments on previous set of plans |
| Final Plans, Bid Documents, and Request for Authority to Advertise | 90 Days from the return of Department comments on previous set of plans |

9. Complete the process for all permits that might be required for the project. This could include, but is not limited to, the US Army Corp of Engineers Section 404 permit; and the Arkansas Department of Environmental Quality's Section 401 Water Quality Certification, Short Term Activity Authorization, and National Pollutant Discharge Elimination System permit. The Section 404 permitting application(s) and/or determination information should be submitted with the plans to the Department to aid in the completion of the environmental documentation.
10. Provide any necessary higher levels of investigation for the required environmental document should the Project have uncertain or significant cultural, environmental or social impacts; have a likelihood of generating controversy; and/or possible economic impacts. For projects located on federal lands, the Sponsor must submit a completed environmental document for the Project, approved by the agency with authority over the federal lands.

11. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA TAP Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Form LPA-003 for items to be included in the bid proposal).
12. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right of way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
13. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
14. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right of way to be used for the Project and the land is accessible to the general public for recreational or transportation purposes (See Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right of way.
15. Ensure the preparation of utility adjustment and right of way plans are in accordance with Arkansas State Highway Commission Policy.
16. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
17. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
18. Forward a copy of all addenda to the Project during the advertisement to the Department.
19. After bids are opened and reviewed, submit a certification (Form LPA-012), including all items noted, to the Department and request concurrence in award of the contract.
20. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
21. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
22. Perform construction inspection in accordance with the Guideline for Inspection of Locally Administered Construction Contracts for Transportation Alternatives Program (TAP) Projects and Recreational Trails Program (RTP) Projects (Form LPA-023).
23. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Requests for reimbursement must be made at least once every three (3) months that construction projects are active to avoid being placed on the FHWA inactive project list, which risks project funding.

24. Attach Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRS submittal.
25. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the project for review and approval for program eligibility.
26. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.
27. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement, and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
28. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
29. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.
30. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents, or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance, or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance, or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents, and contractors.
31. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR Part 21),

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation,
(Form LPA-029).

32. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).
33. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and FHWA officials.
34. Be responsible for its portion of the total project cost and Department administration costs. The funds to be submitted for Department administrative costs shall have a maximum value equaling 1% of the TAP and/or RTP award.
35. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
36. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.
37. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.
38. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures.
39. Repay all federal funds if this is determined necessary for any reason.
40. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
41. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
42. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$750,000 threshold is subject to change after OMB periodic reviews.
43. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.

44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).
45. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the project is complete.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).
3. Execute a task order with the Sponsor and the selected on-call consultant for implementation of the Project when requested by the Sponsor.
4. Request funds from the Sponsor within the terms described heretofore.
5. Provide routine environmental documentation for the Project.
6. Notify the Sponsor when right of way and/or utility plans are approved, and the Sponsor may proceed with right of way acquisition and/or utility adjustments.
7. Upon receipt of the Sponsor's certification of right of way (property) ownership, provide the appropriate documentation to the file.
8. Review plans and specifications for project/program eligibility.
9. Reimburse the Sponsor 80% (Federal-aid share) for all eligible costs related to preconstruction phases of the Project.
10. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
11. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
12. Review bid tabulations and concur in award of the construction contract for the Project.
13. Participate in the Sponsor's preconstruction and final acceptance meetings.
14. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
15. Review and approve any necessary change orders for project/program eligibility.
16. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs up to the maximum Federal-aid amount as approved in the CCR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
17. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Form LPA-016).

18. Provide all form updates via email to the contact as shown on Form LPA-005.

IT IS FURTHER AGREED that Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to Department requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, 20_____.

**ARKANSAS DEPARTMENT OF
TRANSPORTATION**

THE CITY OF FORT SMITH

Jared D. Wiley, P.E.
Director

George McGill
Mayor

City Attorney

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the FMCSA Title VI Program), or disability in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to the Civil Rights Division (P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711)), or the following email address: Civil.Rights@ardot.gov

Free language assistance may be available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.

Fort Smith Methodist Village Connector Trail Funding Summary

| Cost Category | TAP Funds | MVSL | City* | Total |
|-----------------------------|----------------------|---------------------|---------------------|----------------------|
| Engineering Design | \$ - | \$ - | \$ 28,000.00 | \$ 28,000.00 |
| Construction | \$ 196,000.00 | \$ 49,000.00 | \$ - | \$ 245,000.00 |
| 1% ArDOT Administration Fee | \$ - | \$ 1,960.00 | \$ - | \$ 1,960.00 |
| Construction Observation | \$ - | \$ - | \$ 10,500.00 | \$ 10,500.00 |
| Total | \$ 196,000.00 | \$ 50,960.00 | \$ 38,500.00 | \$ 285,460.00 |

*City funding will be come from designated revenues received for the operation of the cell tower at Carol Ann Cross Park for improvements that benefit the park.

Fort Smith Methodist Village Connector Trail



- Concrete Walking Path (1.05 miles)
- Boardwalk (0.15 miles)
- Methodist Village Trail Connector (0.18 miles)
- Park Boundary
- Public Trail Easement to be Provided



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Matt Meeker, PE, Director of Public Works
DATE: March 11, 2026
SUBJECT: Scheduled Truck Replacements

SUMMARY

The Public Works Department is requesting approval to purchase two new Chevrolet one-ton trucks equipped with utility service beds to replace two aging, high maintenance 3/4-ton trucks within Program 5303 Drainage. The current vehicles, Assets #824 and #825, are both 2014 Ford F250's and are utilized by the Drainage Forepersons to transport personnel, equipment, and materials to various job sites around the City. Asset #824 has over 76,400 miles and has had over \$10,000 in maintenance and repairs. Asset #825 has over 93,300 miles and has had over \$9,000 in maintenance and repairs. Both trucks were previously approved for replacement on December 2, 2025, as part of the ten-year Streets and Traffic Control Capital Improvements Plan (Resolution No. R-214-25).

Bids for these replacements were received earlier this year from Breeden Dodge, Orr Chevrolet, and Randall Ford. Due to favorable bids and improved durability, one-ton trucks were selected to replace the current 3/4-ton models. The higher payload capacity, stronger suspension, and heavier-duty breaking system are better suited for the heavy-duty work environment and hauling requirements of the Drainage Program. The bids received are attached and summarized in the table below.

| Bidder | Bid Per Each | Total Bid | Description |
|---------------|--------------|--------------|---|
| Breeden Dodge | \$56,869.00 | \$113,738.00 | Regular Cab, One-Ton, 4x4, 9-ft Utility Bed |
| Orr Chevrolet | \$58,760.00 | \$117,520.00 | Crew Cab, One-Ton, 4x4, 9-ft Utility Bed |
| Randall Ford | \$62,807.00 | \$125,614.00 | Regular Cab, One-Ton, 4x4, 9-ft Utility Bed |

The low bid came from Breeden Dodge at \$56,869.00 each, however, this is for a regular cab only, and no option was provided to upgrade to a crew cab. The bid from Orr Chevrolet at \$58,760.00 each is the bid selected for purchase, as this includes a crew cab providing significantly more room for hauling equipment and personnel. The total cost for two Chevrolet one-ton trucks is \$117,520.00, which is \$32,480.00 less than the \$150,000.00 that was budgeted for these vehicles.

RESOLUTION NO. _____

RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF TWO (2) ONE-TON TRUCKS WITH UTILITY SERVICE BEDS FOR THE DRAINAGE PROGRAM IN THE PUBLIC WORKS DEPARTMENT

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

SECTION 1: The attached bids for the purchase of two (2) one-ton trucks with utility service beds for the Drainage Program in the Public Works Department are accepted.

SECTION 2: The City Administrator, or his designee, is authorized to proceed with the purchase of the trucks identified in the bids approved by Section 1 hereof.

This Resolution adopted this _____ day of March, 2026.

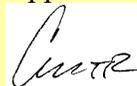
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No publication required



[Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck
(2) (Complete)

Quote Worksheet

| | MSRP |
|--------------------------------------|---------------------|
| Base Price | \$52,800.00 |
| Dest Charge | \$2,795.00 |
| Total Options | \$0.00 |
| Subtotal | \$55,595.00 |
| Service Body bed | \$10,400.00 |
| Subtotal Pre-Tax Adjustments | \$10,400.00 |
| Less Customer Discount | (\$7,235.00) |
| Subtotal Discount | (\$7,235.00) |
| Trade-In | \$0.00 |
| Subtotal Trade-In | \$0.00 |
| Taxable Price | \$58,760.00 |
| Sales Tax | \$0.00 |
| Subtotal Taxes | \$0.00 |
| Subtotal Post-Tax Adjustments | \$0.00 |
| Total Sales Price | \$58,760.00 |

Dealer Signature / Date

Customer Signature / Date

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Data Version: 27502. Data Updated: Jan 14, 2026 6:47:00 PM PST.



[Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck
(2) (Complete)

Selected Model and Options

| MODEL | | |
|---------|--|-------------|
| CODE | MODEL | MSRP |
| CK31043 | 2026 Chevrolet Silverado 3500HD CC 4WD Crew Cab 177" WB, 60" CA Work Truck | \$52,800.00 |

| COLORS | |
|--------|-------------|
| CODE | DESCRIPTION |
| G7C | Red Hot |

| EMISSIONS | | |
|-----------|---------------------------------|--------|
| CODE | DESCRIPTION | MSRP |
| FE9 | Emissions, Federal requirements | \$0.00 |

| ENGINE | | |
|--------|--|------|
| CODE | DESCRIPTION | MSRP |
| L8T | Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD) | Inc. |

| TRANSMISSION | | |
|--------------|--|--------|
| CODE | DESCRIPTION | MSRP |
| MKM | Transmission, 10-Speed automatic (STD) | \$0.00 |

| AXLE | | |
|------|--|--------|
| CODE | DESCRIPTION | MSRP |
| GT4 | Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.) | \$0.00 |

| PREFERRED EQUIPMENT GROUP | | |
|---------------------------|--|--------|
| CODE | DESCRIPTION | MSRP |
| 1WT | Work Truck Preferred Equipment Group includes standard equipment | \$0.00 |

| WHEELS | | |
|--------|---|------|
| CODE | DESCRIPTION | MSRP |
| PYW | Wheels, 17" (43.2 cm) painted steel (STD) | Inc. |

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[Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck
(2) (Complete)

| TIRES | | |
|-------|--|--------|
| CODE | DESCRIPTION | MSRP |
| QZT | Tires, LT235/80R17E all-terrain, blackwall (STD) | \$0.00 |

| SPARE TIRE | | |
|------------|-------------------------|--------|
| CODE | DESCRIPTION | MSRP |
| 9L3 | Spare tire delete (STD) | \$0.00 |

| PAINT | | |
|-------|-------------|--------|
| CODE | DESCRIPTION | MSRP |
| G7C | Red Hot | \$0.00 |

| SEAT TYPE | | |
|-----------|--|--------|
| CODE | DESCRIPTION | MSRP |
| AZ3 | Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) | \$0.00 |

| SEAT TRIM | | |
|-----------|----------------------------|--------|
| CODE | DESCRIPTION | MSRP |
| H2G | Jet Black, Vinyl seat trim | \$0.00 |

| RADIO | | |
|-------|---|--------|
| CODE | DESCRIPTION | MSRP |
| IOR | Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD) | \$0.00 |

| Options Total | | MSRP |
|---------------|--|--------|
| | | \$0.00 |

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[Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck
(2) (✔ Complete)

Standard Equipment

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Auto-locking rear differential

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

Body, Chassis Cab

Frame, fully-boxed, hydroformed front section and an open "C" rear section

GVWR, 14,000 lbs. (6350 kg)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Fuel tank, front and rear, 63.5 gallon

Capped Fuel Fill

Exterior

Wheels, 17" (43.2 cm) painted steel (STD)

Tires, LT235/80R17E all-terrain, blackwall (STD)

Spare tire delete Deletes the spare tire and wheel. (STD)

Dual Rear Wheels

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[Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck
(2) (Complete)

Exterior

Wheel trim, painted center caps

Bumpers, front, Black

Bumper, rear, delete

Moldings, beltline, Black

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 6-speaker system (Requires Crew Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Vinyl seat trim

Seat, rear 60/40 folding bench (folds up) 3-passenger, (includes child seat top tether anchor) (Requires Crew Cab model.)

Floor covering, rubberized-vinyl

Steering column, Tilt-Wheel, manual with wheel locking security feature

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[Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck
(2) (Complete)

Interior

- Steering wheel, urethane
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Compass, located in instrument cluster
- Driver Information Center, 3.5" diagonal monochromatic display
- Universal Vehicle Module Includes module, customer interface harness and instructions. Provides vehicle data over an open CAN network (J1939). 10 switchable inputs/outputs and Custom Configuration Tool to integrate upfit equipment controls. Software features that support Auto Vehicle Start, Shutdown Inhibit, Fast Idle and Snow Plow.
- Exterior Temperature Display located in radio display
- Rear Seat Reminder (Requires Crew Cab model.)
- Brake lining wear indicator
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
- Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)

Safety-Mechanical

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Automatic Emergency Braking
- Front Pedestrian Braking

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[Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck
(2) (Complete)

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Following Distance Indicator

Forward Collision Alert

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Prepared for: Zachary Shaver, Purchasing Technician, City of Ft Smith

623 Garrison Avenue, Fort Smith, AR, USA

Ft Smith, AR 72903 | Mobile: 479-784-2268

Email: zachary.shaver@fortsmithar.gov

Ordering FIN Code: QD522

2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630



Client Proposal

Prepared by:

PATRICK HARRINGTON

Office: 479-452-1311

Email: patrick@randallford.com

Quote ID: 1014

Date: 01/09/2026



Randall Ford Inc | 5500 Rogers Ave, Fort Smith, Arkansas, 729033748

Office: 479-452-1311

Prepared for: Zachary Shaver

Purchasing Technician, City of Ft Smith

Prepared by: PATRICK HARRINGTON

01/09/2026



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Zachary Shaver, Purchasing Technician, City of Ft Smith

623 Garrison Avenue, Fort Smith, AR, USA

Ft Smith, AR 72903 | Mobile: 479-784-2268

Email: zachary.shaver@fortsmithar.gov

Ordering FIN Code: QD522

Re: Quote ID 1014 01/09/2026

Dear Zachary,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

PATRICK HARRINGTON

Fleet & Commercial Account Manager

479-452-1311

patrick@randallford.com

Prepared for: Zachary Shaver

Purchasing Technician, City of Ft Smith

Prepared by: PATRICK HARRINGTON

01/09/2026



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Selected Equip & Specs

Dimensions

- Conventional Capacity: 16,000 lbs.
- Fifth-wheel towing capacity: 15,900 lbs.
- Front brake diameter: 14.3"
- Vehicle body length: 230.7"
- Vehicle body height: 82.2"
- Vehicle turning radius: 24.3'
- Rear track: 71.1"
- Rear tire outside width: 92.2"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.1"
- Front bumper to back of cab: 123.7"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- GCWR: 23,500 lbs.
- Gooseneck towing capacity: 16,000 lbs.
- Rear brake diameter: 14.3"
- Vehicle body width: 80.0"
- Wheelbase: 145.0"
- Front track: 69.1"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 335 HP@3750 RPM
- Radiator
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- Auto locking hub control
- 7.3L V-8 DEVCT variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Torque: 468 lb.-ft.@3750 RPM
- Auxiliary power take-off
- Part-time 4WD
- Recommended fuel: regular unleaded
- Electronic transfer case shift

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- DANA M300 rigid axle rear suspension
- Leaf spring rear suspension

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Prepared for: Zachary Shaver

Purchasing Technician, City of Ft Smith

Prepared by: PATRICK HARRINGTON

01/09/2026



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Selected Equip & Specs (cont'd)

- Hydraulic power-assist steering system
- 2-wheel steering system
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- Monotone paint
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- LT245/75RS17 AS BSW front and rear tires
- 2 doors
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- 17 x 6.5-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Front beverage holders
- 6 beverage holders
- Dashboard storage
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- Day/Night rearview mirror
- Fixed rear windshield
- Locking glove box
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 3
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Vinyl front seat upholstery
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Manual driver seat lumbar

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2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Selected Equip & Specs (cont'd)

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 4
- SYNC 4 voice activated audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- Ford App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm

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2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Selected Equip & Specs (cont'd)

- Lane Departure Warning
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Dimensions

General Weights

| | | | |
|-------------|-------------|------------------|------------|
| Curb weight | 6,233 lbs. | Rear curb weight | 2,711 lbs. |
| GVWR | 14,000 lbs. | Payload | 7,700 lbs. |

Trailing Weights

| | | | |
|-----------------------------|-------------|---------------------------|-------------|
| Fifth-wheel towing capacity | 15,900 lbs. | Gooseneck towing capacity | 16,000 lbs. |
| Conventional capacity | 16,000 lbs. | GCWR | 23,500 lbs. |

Front Weights

| | | | |
|---------------------------|------------|---------------------|------------|
| Front curb weight | 3,522 lbs. | GAWR front | 4,400 lbs. |
| Axle capacity front | 6,000 lbs. | Spring rating front | 4,400 lbs. |
| Tire/wheel capacity front | 5,820 lbs. | | |

Rear Weights

| | | | |
|--------------------|-------------|--------------------------|-------------|
| GAWR rear | 10,300 lbs. | Axle capacity rear | 10,300 lbs. |
| Spring rating rear | 10,300 lbs. | Tire/wheel capacity rear | 11,640 lbs. |

Off Road

| | |
|----------------------|------|
| Min ground clearance | 8.3" |
|----------------------|------|

Exterior Measurements

| | | | |
|-----------------------------|-------------|----------------------------|---------|
| Vehicle body length | 230.7" | Vehicle body width | 80.0" |
| Vehicle body height | 82.2" | Wheelbase | 145.0" |
| Front brake diameter | 14.3" | Rear brake diameter | 14.3" |
| Rear frame height loaded | 29.7" | Rear frame height unloaded | 34.8" |
| Front track | 69.1" | Rear track | 71.1" |
| Vehicle turning radius | 24.3' | Cab to axle | 60.0" |
| Rear tire outside width | 92.2" | Axle to end of frame | 47.2" |
| Frame section modulus | 12.7 cu.in. | Frame yield strength (psi) | 50000.0 |
| Frame rail width | 34.1" | Front bumper to front axle | 38.3" |
| Front bumper to back of cab | 123.7" | | |

Interior Measurements

| | | | |
|----------------------------|-------------|--------------------------------|-------------|
| Interior rear cargo volume | 11.6 cu.ft. | Max interior rear cargo volume | 11.6 cu.ft. |
|----------------------------|-------------|--------------------------------|-------------|

Interior Volume

| | |
|------------------------|-------------|
| Total passenger volume | 64.6 cu.ft. |
|------------------------|-------------|

Headroom

| | |
|--------------------|-------|
| Headroom first-row | 40.8" |
|--------------------|-------|

Legroom

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2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Selected Equip & Specs (cont'd)

Leg room first-row 43.9"

Shoulder Room

Shoulder room first-row 66.7"

Hip Room

Hip room first-row 62.5"

Powertrain

Engine

Engine 7.3L V-8 DEVCT variable valve control,
engine with 335HP
Engine cylinders V-8
Engine location Front mounted engine
Engine mounting direction Longitudinal mounted
engine
Cylinder head material Aluminum cylinder head

Valves per cylinder 2
Injection type sequential MPI
Ignition Spark ignition system
Engine block material Iron engine block

Engine Specs

Displacement 7.3L
Bore 4.21"
Compression ratio 10.5

cc 445 cu.in.
Stroke 3.98"
SAEJ1349 AUG2004 compliant

Engine Power

Horsepower 335 HP@3750 RPM

Torque 468 lb.-ft.@3750 RPM

Alternator

Alternator amps 190A

Alternator type Regular duty alternator

Battery

Battery amps 68Ah
Battery rating 750CCA

Battery type HD lead acid battery
Battery run down protection Battery run down
protection

Engine Extras

Radiator Radiator

Auxiliary power take-off Auxiliary power take-off

Transmission

Transmission 10-speed automatic

Transmission electronic control Transmission
electronic control
Lock-up transmission Lock-up transmission
Second gear ratio 2.919
Fourth gear ratio 1.773
Sixth gear ratio 1.277
Seventh gear ratio 1
Ninth gear ratio 0.687

Overdrive transmission Overdrive transmission
First gear ratio 4.615
Third gear ratio 2.132
Fifth gear ratio 1.519
Reverse gear ratio 4.695
Eighth gear ratio 0.851

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2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Selected Equip & Specs (cont'd)

| | | | |
|------------------------------------|------------------------------|----------------------------------|--------------------------------------|
| Tenth gear ratio | 0.632 | Stall ratio | 1.97 |
| Selectable mode transmission | Selectable mode transmission | Sequential shift control | SelectShift Sequential shift control |
| Transmission oil cooler | Transmission oil cooler | PTO transmission provision | PTO transmission provision |

Drive Type

| | | | |
|----------------|---------------|------------------|------------------|
| 4WD type | Part-time 4WD | Drive type | Four-wheel drive |
|----------------|---------------|------------------|------------------|

Drivetrain

Axle ratio

3.73

Exhaust

Tailpipe

Stainless steel single exhaust

Fuel

Fuel type

regular unleaded

Fuel Tank

Fuel tank capacity

40.00 gal.

Drive Feature

| | | | |
|------------------------|------------------------------------|---------------------------|--------------------------|
| Traction control | Driveline managed traction control | Locking hub control | Auto locking hub control |
| Transfer case | Electronic transfer case shift | | |

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type

Gasoline secondary fuel type

Emissions

Emissions

Federal emissions

Suspension and Handling

Suspension

| | | | |
|----------------------------|---------------------------------|-----------------------------|----------------------------------|
| Suspension | Firm ride suspension | Front shock absorbers | Heavy-duty front shock absorbers |
| Rear shock absorbers | Heavy-duty rear shock absorbers | | |

Driveability

Brakes

| | | | |
|------------------|-------------------------|-------------------------|---------------------------------------|
| Brake type | 4-wheel disc brakes | Ventilated brakes | Front and rear ventilated disc brakes |
| ABS brakes | Four channel ABS brakes | ABS brakes | 4-wheel antilock (ABS) brakes |

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Selected Equip & Specs (cont'd)

Brake Assistance

Hill start assist Hill Start Assist Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar Suspension type rear Leaf spring rear suspension
Suspension ride type rear DANA M300 rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system Steering type Re-circulating ball steering
Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 17" Front wheels width 6.5"

Rear Wheels

Rear wheels diameter 17" Rear wheels width 6.5"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 75 Diameter 17"
Sidewalls BSW Speed S
Tread AS Type LT
Width 245mm Front wheel - RPM 649

Rear Tires

Aspect 75 Diameter 17"
Sidewalls BSW Speed S
Tread AS Type LT
Width 245mm Rear wheel - RPM 649

Body Exterior

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Price Level: 630 | Quote ID: 1014

Selected Equip & Specs (cont'd)

Trailer

Towing wiring harness Trailer wiring harness Towing trailer sway Trailer sway control

Exterior Features

Number of doors 2 doors

Body

Body panels .. Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors Turn signal in door mirrors Turn signal indicator in door mirrors

Tires

Front tires LT load rating E Rear tires LT load rating E

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks .. Power door locks with 2 stage unlocking Keyfob door locks Keyfob activated door locks
All-in-one key .. All-in-one remote fob and ignition key Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror .. Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

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Price Level: 630 | Quote ID: 1014

Selected Equip & Specs (cont'd)

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 6 beverage holders

Glove box Locking glove box

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows

Miscellaneous

Trip computer Trip computer

Upfitter switches Upfitter switches

Over the air updates Over the air updates

Beverage holders Front beverage holders

Instrument panel storage Instrument panel covered bin

One-touch down window Driver and passenger one-touch down windows

PRND in IP PRND in IP

Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

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Selected Equip & Specs (cont'd)

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage Front seat armrest storage

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 8 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC 4 voice activated audio controls

Speed sensitive volume Speed sensitive volume

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation display Digital/analog instrumentation display

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Selected Equip & Specs (cont'd)

Instrumentation Displays

Temperature display Exterior temperature display
Clock Digital clock

Driver information center Driver information center
Compass Compass

Instrumentation Gauges

Tachometer Tachometer
Transmission temperature gauge Transmission fluid
temperature gauge
Gauge cluster display size (inches) 4.20

Oil pressure gauge Oil pressure gauge
Engine/electric motor temperature
gauge Engine/electric motor temperature gauge
Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature
warning
Low fuel warning Low fuel warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator

Oil pressure warning Oil pressure warning

Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Low tire pressure warning Tire specific low air
pressure warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlights/Autolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Variable panel light Variable instrument panel light

Lights

Running lights Daytime running lights
Clearance lights Cab clearance lights

Interior courtesy lights Fade interior courtesy lights
Perimeter approach lighting Remote activated
perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device
connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS
system via mobile device

Smart device integration Smart device wireless
mirroring

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Price Level: 630 | Quote ID: 1014

Selected Equip & Specs (cont'd)

Internet Access

Internet access 5G Modem - Ford Connectivity
Package mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

| | |
|--|--|
| Front impact airbag driver ... Driver front impact airbag | Number of airbags 6 airbags |
| Front impact airbag passenger Cancellable front passenger air bag | Front side impact airbag driver ... Seat mounted side impact driver airbag |
| Front side impact airbag passenger Seat mounted side impact front passenger airbag | Overhead airbags Safety Canopy System curtain first-row overhead airbags |

Seatbelts

Height adjustable seatbelts ... Front height adjustable seatbelts

Security System

| | |
|---|---|
| Immobilizer SecuriLock immobilizer | Remote panic alarm Remote panic alarm |
| Security system Ford Security Package (1-year included with activation) security system | |

Active Driving Assistance

| | |
|---|--|
| Lane departure Lane Departure Warning | Forward collision warning ... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation |
|---|--|

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2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Pricing Summary - Single Vehicle

| | | MSRP |
|---------------------------------|------------------------------|--------------------|
| <i>Vehicle Pricing</i> | | |
| Base Vehicle Price | | \$55,530.00 |
| Options | | \$0.00 |
| Colors | | \$0.00 |
| Upfitting | | \$0.00 |
| Fleet Discount | | \$0.00 |
| Fuel Charge | | \$0.00 |
| Destination Charge | | \$2,595.00 |
| Subtotal | | \$58,125.00 |
| <i>Pre-Tax Adjustments</i> | | |
| Code | Description | MSRP |
| Fleet Discounts | Fleet & Commercial Discounts | -\$5,818.00 |
| Utility | Utility Bed | \$10,500.00 |
| <i>Stahl Utility Bed 60 C/A</i> | | |
| Total | | \$62,807.00 |

Customer Signature

Acceptance Date

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2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

- * 17 x 6.5-inch front and dual rear argent steel wheels
- * Front tires LT load rating: E
- * PTO transmission provision
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 750CCA
- * Battery run down protection
- * Fuel tank capacity: 40.00 gal.
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * Seek scan
- * Vehicle body length: 230.7"
- * Cab to axle: 60.0"
- * Axle capacity rear: 10,300 lbs.
- * Axle capacity front: 6,000 lbs.
- * Firm ride suspension
- * Power door mirrors
- * Manual folding door mirrors
- * Daytime running lights

Exterior: Oxford White
Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

- * LT245/75RS17 AS BSW front and rear tires
- * Overdrive transmission
- * Lock-up transmission
- * Alternator Amps: 190A
- * Driveline managed traction control
- * HD lead acid battery
- * Injection Type: sequential MPI
- * Auxiliary power take-off
- * 8 inch primary display
- * AM/FM
- * SYNC 4 external memory control
- * Wheelbase: 145.0"
- * Axle to end of frame: 47.2"
- * Tire/wheel capacity rear: 11,640 lbs.
- * Spring rating front: 4,400 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * Light tinted windows

As Configured Vehicle

MSRP

| | |
|--|-------------|
| STANDARD VEHICLE PRICE | \$55,530.00 |
| Order Code 640A | N/C |
| Engine: 7.3L 2V DEVCT NA PFI V8 Gas | Included |
| Transmission: TorqShift 10-Speed Automatic | Included |
| 3.73 Axle Ratio | Included |
| GVWR: 14,000 lb Payload Package | Included |
| Tires: LT245/75Rx17E BSW PLUS A/S (6) | Included |
| Wheels: 17" Argent Painted Steel | Included |
| HD Vinyl 40/20/40 Split Bench Seat | Included |
| Monotone Paint Application | STD |
| 145" Wheelbase | STD |
| Radio: AM/FM Stereo w/MP3 Player | Included |
| Fleet Customer Powertrain Limited Warranty | N/C |
| 50-State Emissions System | STD |
| 190 Amp Alternator | Included |
| Ford Connectivity Package (1-Year Included) | Included |
| SYNC 4 | Included |
| Oxford White | N/C |
| Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat | N/C |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Zachary Shaver

Purchasing Technician, City of Ft Smith

Prepared by: PATRICK HARRINGTON

01/09/2026



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 630 | Quote ID: 1014

Major Equipment

- * Variable intermittent front windshield wipers
- * Driver front impact airbag
- * Cancellable front passenger air bag
- * 6 airbags
- * 40-20-40 split-bench front seat
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Front seat center armrest
- * Manual reclining driver seat
- * Manual reclining passenger seat
- * Vinyl front seat upholstery
- * Manual driver seat lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill Start Assist
- * Manual climate control
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * SecuriLock immobilizer
- * Driver seat with 4-way directional controls
- * Height adjustable front seat head restraints
- * Split-bench front seat
- * Front seat armrest storage
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * 4-wheel disc brakes
- * Brake assist system

As Configured Vehicle

MSRP

| | |
|--------------------------|--------------------|
| SUBTOTAL | \$55,530.00 |
| Destination Charge | \$2,595.00 |
| TOTAL | \$58,125.00 |

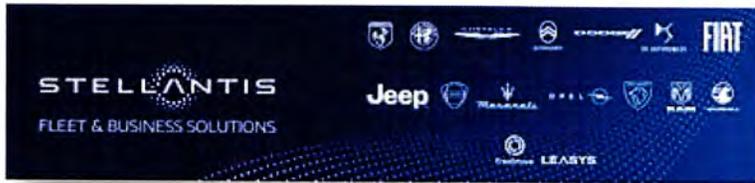
Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



January 26,2026

2026 RAM 3500 REGULAR CAB CAB & CHASSIS 4X4

(143.5 in Wheelbase- 60in Cab to axle) (Model DD8L63)

PROGRAM 5610

| | |
|--|-----------------|
| State Contract Item #24 Vehicle Bid Amount | \$42,234.00 |
| Code AO 4x4 with Auto Locking Hubs | Add \$ 4,235.00 |
| <hr/> | |
| Total State Contract Price (CHASSIS ONLY) | \$46,469.00 |

CHASSIS OPTIONS:

| | |
|--------------------------------------|-----------------|
| Increase Cab to Axle from 60" to 84" | Add \$1,966.00 |
| 6.7L I6 Cummins Diesel | Add \$10,695.00 |

SERVICE BODY OPTIONS:

| | |
|---|-----------------|
| 9' Stahl CST 82 W/10k Hitch & 7-Way Wiring | Add \$10,400.00 |
| 11' Stahl CST 82 w/10k Hitch & 7-Way Wiring | Add \$12,900.00 |

Breedden Dodge Chrysler Jeep Ram is able to match the State Contract Amount

*Please note that with supply chain shortage/issues that Stellantis can possibly cancel any orders without notice.

**No Lead Time Will Be Provided

Thank you,

Dean Pendergrass
Commercial/Fleet Sales Manager



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Dr. Sara Deuster, Director of Parks and Recreation
DATE: March 11, 2026
SUBJECT: Contract for Creekmore Park Tennis Courts Improvements

SUMMARY

Included in the FY26-FY30 Parks Capital Improvement Plan are improvements to the Creekmore Park Tennis Courts. This project consists of the resurfacing of the southern four (4) tennis courts, reconstruction of the northern four (4) tennis courts to a post-tension concrete base rather than retain an asphalt base, conversion of the antiquated light fixtures to LEDs, addition of spectator seating along the east side of the courts, and replacement of the fencing. Also incorporated into this project is the conversion of the four (4) light poles at the pool to LED fixtures.

Bid specifications were prepared by McClelland Consulting Engineers of Fort Smith. Sealed bids were received and opened on February 26, 2026 and are provided in the attached bid summary. [Ordinance No. 50-15](#) states a preference of 5% shall be granted to a bidder who has a firm residence within Fort Smith. Applying Ordinance No. 50-15 grants Steve Beam Construction, Inc. of Fort Smith a local vendor preference of \$60,647.54. Steve Beam's bid was \$59,879.58 above the apparent low bidder. Therefore, granting the local vendor preference results in Steve Beam being the lowest qualified bidder. The attached Resolution accepts the bid and authorizes a contract with Steve Beam Construction, Inc. for an amount not to exceed \$1,212,950.70.

The scheduling of work will be coordinated with the Western Arkansas Tennis Association (WATA) to ensure the least amount of impact to play at the courts. The goal is to keep four courts open for use while improvements to the other four courts are completed with work beginning on the northern courts.

This project is in alignment with the comprehensive plan policies PFS-5 (Improve the health and well-being of Fort Smith residents), NCR-1.3 (Develop neighborhood parks amenities within walking distance to residents), and FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service problems).

Please contact me should you have any questions.

ATTACHMENTS

1. [3-17-26_Item_ID_2568_Resolution.pdf](#)
2. [3-17-26 Item ID 2568 Bid Summary.pdf](#)
3. [3-17-26 Item ID 2568 Photos.pdf](#)
4. [3-17-26 Item ID 2568 Site Map.pdf](#)

FISCAL IMPACT: \$1,212,950.70

BUDGET INFORMATION: Budgeted / Parks and Recreation - 1/8% Sales and Use Tax

RESOLUTION NO. _____

A RESOLUTION ACCEPTING BID AND AUTHORIZING A CONTRACT WITH STEVE BEAM CONSTRUCTION, INC. FOR CONSTRUCTION OF CREEKMORE PARK TENNIS COURTS IMPROVEMENTS

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

SECTION 1: The bid of Steve Beam Construction, Inc., incorporated herein by reference, for Creekmore Park tennis courts improvements (“Project”) is hereby accepted.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the contract with Steve Beam Construction, Inc., incorporated herein by reference, for an amount not to exceed \$1,212,950.70 for performing the Project.

This Resolution adopted this _____ day of March, 2026.

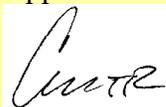
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

BID SUMMARY
 CITY OF FORT SMITH, ARKANSAS
 PARKS & RECREATION DEPARTMENT

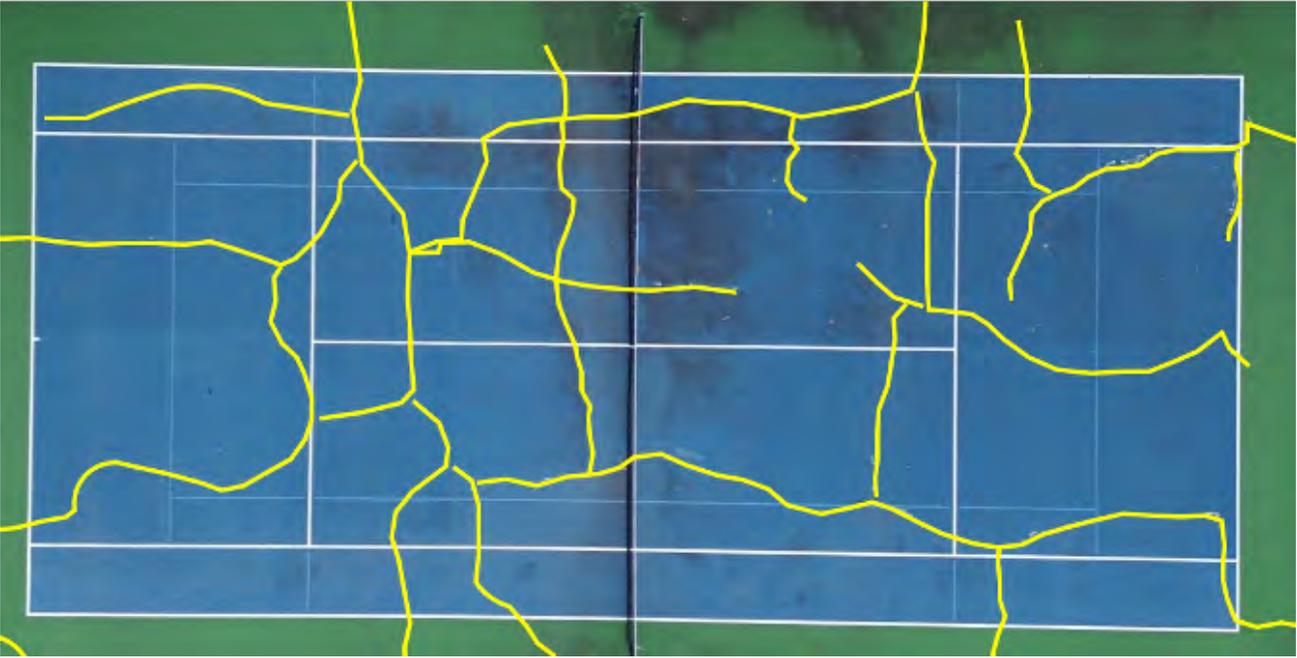
CREEKMORE PARK TENNIS COURT IMPROVEMENTS
 PROJECT NUMBER: 6200250002

BID OPENING: February 26, 2026
 11:00am, Parks and Recreation Department

| <u>CONTRACTOR</u> | <u>TOTAL BID AMOUNT</u> | <u>Ordinance No. 50-15 5% Local Vendor Preference</u> | <u>Bid Amount Above Apparent Low Bidder</u> |
|--|-------------------------|---|---|
| 1. Legacy Construction Management Springdale, Arkansas | \$1,153,071.12 | | |
| 2. Steve Beam Construction Fort Smith, Arkansas | \$1,212,950.70 | \$60,647.54 | \$59,879.58 |
| 3. Beshears Construction, Inc. Fort Smith, Arkansas | \$1,231,412.78 | \$61,570.64 | \$78,341.66 |
| 4. Tarkett Sports Construction - Central, LLC Lees Summit, Missouri | \$1,338,466.90 | | |
| 5. Goodwin & Goodwin, Inc. Fort Smith, Arkansas | \$1,413,940.00 | \$70,697.00 | \$260,868.88 |
| 6. Western Millwright Services, Inc. Russelville, Arkansas | \$1,588,252.00 | | |
| 7. Engineer's Estimate | \$1,367,051.29 | | |

Steve Beam Construction, Inc. is determined to be the lowest qualified bidder after granting the 5% local vendor preference authorized via Ordinance No. 50-15.

Creekmore Park Tennis Court
Photos of Existing Conditions



Outline of cracking on one of the courts.

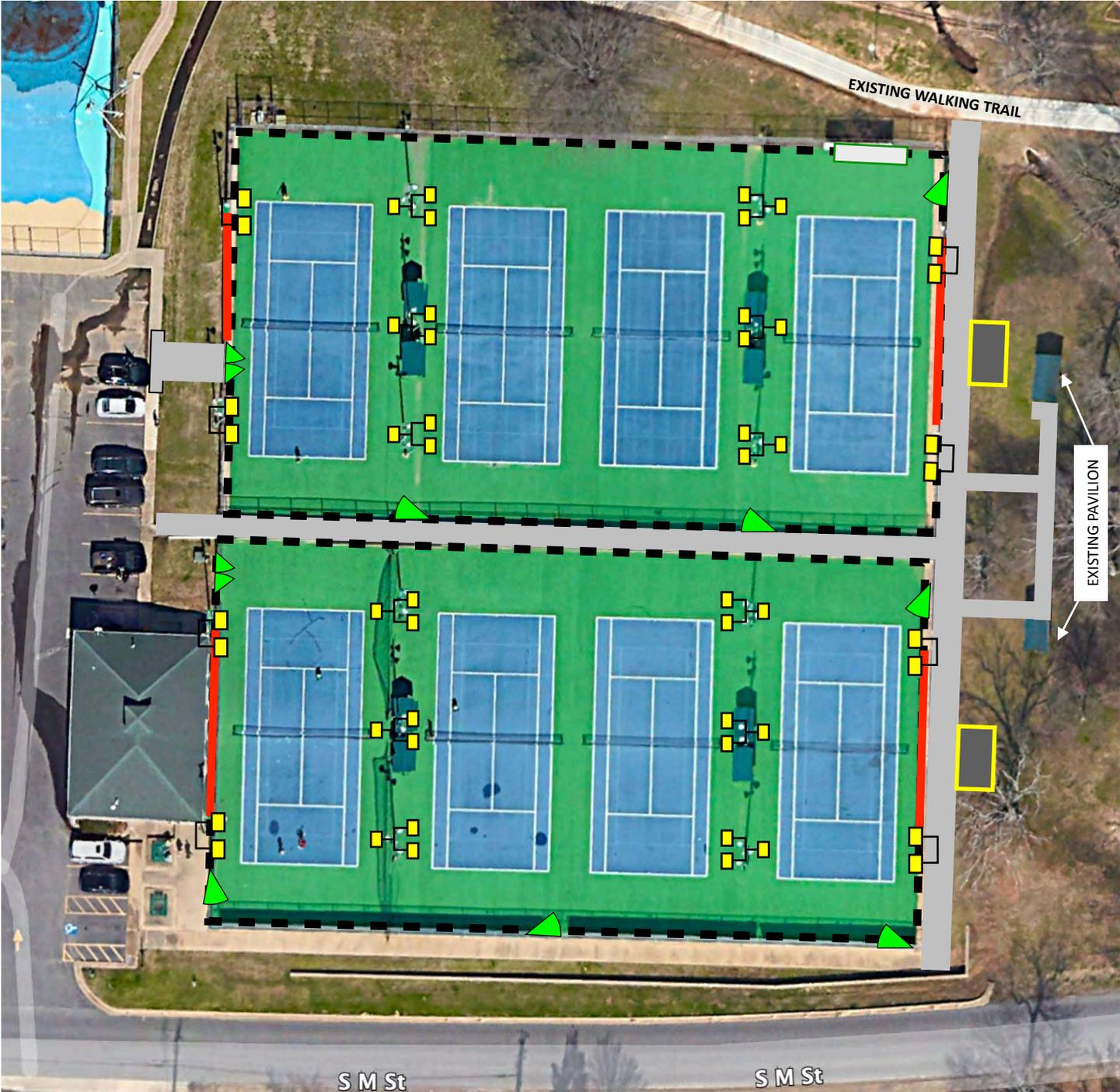


Example of where the pad on the northern courts is pulling up from the asphalt surface. There are several other areas that are on the cusp of creating similar holes in the playing surface.



Example of cracking on the playing surface.

Creekmore Park Tennis Court Improvements



- ■ ■ 10ft Black Fencing
- 4ft Spectator Fencing
- ▲ Gate
- LED Fixtures (Dual & Triple Head)
- New Concrete
- Concrete Pad w/Bleachers
- 22ft CMU Practice Wall

LED Lighting Information

| Manufacturer | Part Number | SP Lumens | LM/W | Watts | LED Kelvin |
|--------------|---------------------|-----------|------|-------|------------|
| NLS Lighting | 34X-SP-192L-64-50K7 | 79,041 | 122 | 648 | 5000 |



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Sara Deuster, Director of Parks and Recreation
DATE: March 11, 2026
SUBJECT: Contract for Cisterna Park Pumphouse Improvements

SUMMARY

Included in the FY25-FY29 Parks Capital Improvement Plan are improvements to the Cisterna Park Pumphouse. The original intent for this project consisted of the demolition and replacement of the pumphouse for the Cisterna Park fountain. The existing pumphouse is underground and subject to frequent flooding during rain events. This has become a growing hazard for maintenance staff, as they must service the equipment for the fountain and electric for other areas of the park that is controlled inside the pumphouse. This project was originally bid in August 2025. However, the low bid of \$221,000 was significantly higher than the engineer's estimate, and a contract was not presented to the Board for consideration. Instead, McClelland Consulting Engineers (MCE) met with bidders to discuss what components of the design led to these high bids. Following these discussions, MCE met with Parks Staff to identify design modifications to lower the cost and still satisfy our needs.

While the original design resulting in a larger building is preferred from a maintenance perspective, this option proved to not be cost effective in this situation. Therefore, the redesign of this project consists of raising the finish floor elevation of the pumphouse approximately 3ft with the mechanical equipment being raised approximately 4ft once the equipment pads are poured. This will require partial demolition of the existing pumphouse to allow for the walls to be raised approximately 5ft to mitigate flooding issues with the electrical and mechanical equipment housed in the pumphouse. Stone veneer similar to what is existing will be installed around the perimeter. A stone top slab sits on the roof of the existing pumphouse. It is not realistic to remove and salvage this stone slab without causing additional damage to the slab and/or it resulting in an unnecessary additional cost. Therefore, the roof of the new pumphouse will consist of a colored concrete slab. Apart from minor repairs, the existing mechanical equipment is in decent shape and will be reused. As an additional cost savings measure, Park Staff will reinstall the mechanical equipment following completion of the building.

Sealed bids for the redesign were received and opened on February 26, 2026 and are provided in the attached bid summary. The attached Resolution accepts the bid and authorizes a contract with Goodwin & Goodwin, Inc. for an amount not to exceed \$138,968.00.

This project is in alignment with the comprehensive plan policy FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service problems).

Please contact me should you have any questions.

ATTACHMENTS

1. [3-17-26_Item_ID_2569_Resolution.pdf](#)
2. [3-17-26_Item_ID_2569_Bid_Summary.pdf](#)
3. [3-17-26_Item_ID_2569_Attachments.pdf](#)

FISCAL IMPACT: \$138,698.00
BUDGET INFORMATION: Budgeted / Parks and Recreation - 1/8% Sales and Use Tax

RESOLUTION NO. _____

A RESOLUTION ACCEPTING BID AND AUTHORIZING A CONTRACT WITH GOODWIN & GOODWIN, INC. FOR CONSTRUCTION OF CISTERNA PARK PUMPHOUSE IMPROVEMENTS

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

SECTION 1: The bid of Goodwin & Goodwin, Inc., incorporated herein by reference, for Cisterna Park pumphouse improvements (“Project”) is hereby accepted.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the contract with Goodwin & Goodwin, Inc., incorporated herein by reference, for an amount not to exceed \$138,968.00 for performing the Project.

This Resolution adopted this _____ day of March, 2026.

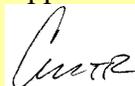
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

BID SUMMARY
CITY OF FORT SMITH, ARKANSAS
PARKS & RECREATION DEPARTMENT

CISTERNA PARK PUMPHOUSE IMPROVEMENTS
PROJECT NUMBER: 6200250001

Original Design (Pumphouse Replacement) - No Bid Awarded

BID OPENING: August 5, 2025
2:00pm, Parks and Recreation Department

| <u>CONTRACTOR</u> | <u>TOTAL BID AMOUNT</u> |
|--|-------------------------|
| 1. Goodwin & Goodwin, Inc. Fort Smith, Arkansas | \$221,000.00 |
| 2. Crawford Construction Company Van Buren, Arkansas | \$374,500.00 |
| 3. MGS Construction Services, Inc. Sallisaw, Oklahoma | \$424,230.40 |
| 4. Engineer's Estimate | \$68,400.00 |

Modified Design (Raise Finish Floor of Existing Building)

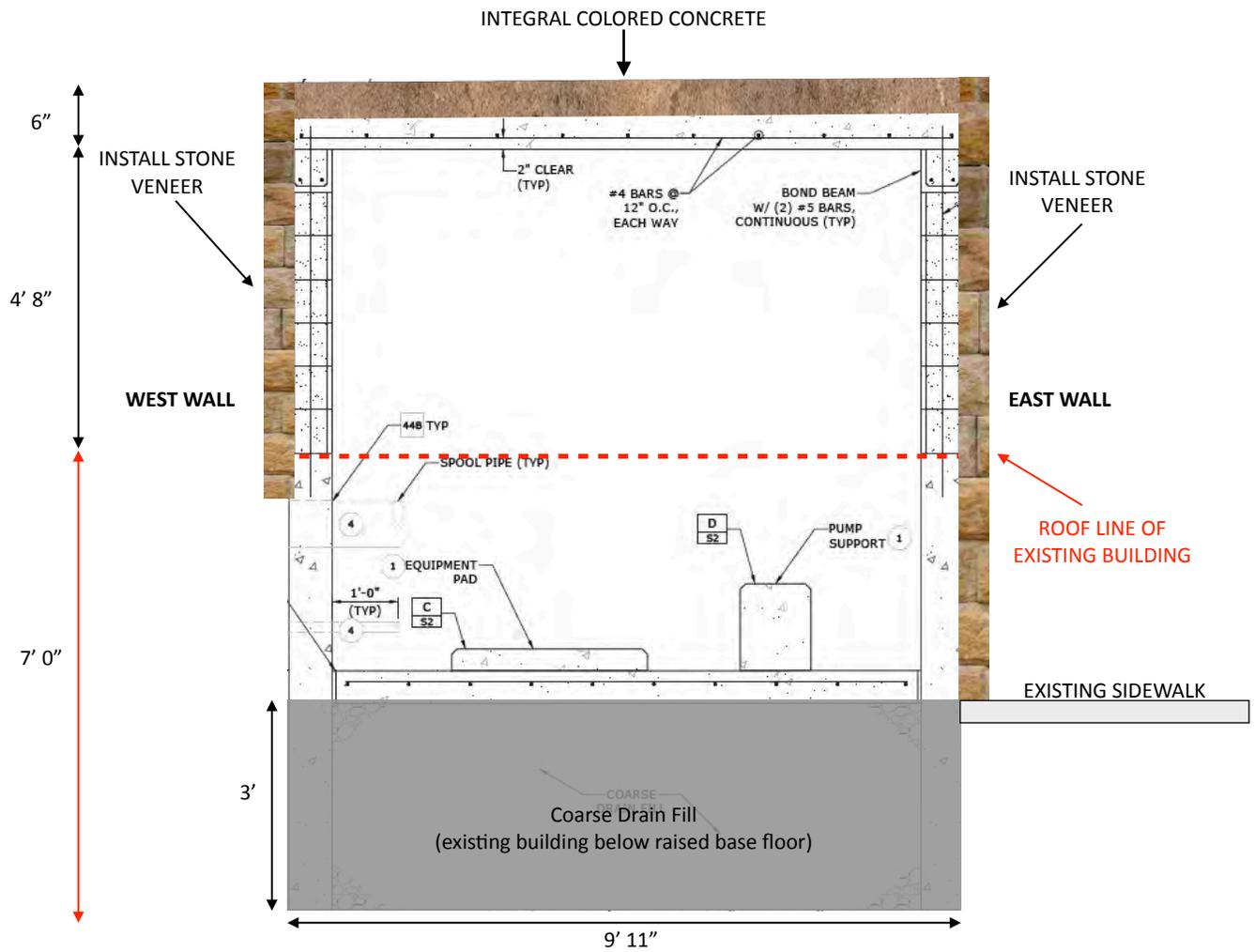
BID OPENING: February 26, 2026
10:00am, Parks and Recreation Department

| <u>CONTRACTOR</u> | <u>TOTAL BID AMOUNT</u> |
|--|-------------------------|
| 1. Goodwin & Goodwin, Inc. Fort Smith, Arkansas | \$138,968.00 |
| 2. Steep Creek Construction Greenbrier, Arkansas | \$179,870.00 |
| 3. MGS Construction Services, Inc. Sallisaw, Oklahoma | \$233,269.00 |
| 4. Nabholz Construction Van Buren, Arkansas | \$211,000.00 |
| 5. Engineer's Estimate | \$153,700.00 |

Photos of Existing Pumphouse



Pumphouse Redesign





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Andrew Richards, Chief Financial Officer
FROM: Danny Baker, Chief of Police
DATE: February 25, 2026
SUBJECT: Patrol Field Operations Vehicle Purchase (4704)

SUMMARY

In accordance with our approved 2026 Capital Improvement Plan included with this agenda packet for reference, the Police Department is requesting authorization to purchase seventeen (17) police vehicles to be utilized by the **Patrol Field Operations Division**. These vehicles consist of seventeen (17) 2026 Dodge Durango Police Pursuit AWD SUVs with associated equipment to replace four (4) aging and high-mileage vehicles that have been decommissioned while adding thirteen (13) vehicles to the fleet.

Increasing our fleet size is necessary for greater implementation of our Patrol Take-home Vehicle program which is a vital, and highly-anticipated benefit for our police officers. In addition to providing an incentive for attracting and retaining high-quality officers, assigning an officer their own vehicle increases police visibility in the community, results in reduced maintenance costs, and extends the operational life of each vehicle. I am confident that any increases in insurance and fuel expenses will be offset by reductions in maintenance costs as well as expenses associated with recruiting, hiring, and training officers over the life of the vehicle.

The purchase, including associated equipment, totals **\$1,298,630.69** and will be made utilizing \$1,125,294.45 of the Police Department's portion of the Sales and Use Tax funds and \$173,336.24 of court-generated funds earmarked for vehicle and equipment purchases at the police department.

All seventeen (17) vehicles will be purchased from Breeden Dodge in Fort Smith. These purchases are in accordance with applicable laws and policies and have been reviewed and approved as appropriate by the COFS Purchasing Manager.

I respectfully request for this item to be placed before the Fort Smith Board of Directors at the March 17th, 2026 Regular Meeting.

ATTACHMENTS

1. [Resolution \(25\).pdf](#)
2. [2026 CIP.pdf](#)
3. [2026 Patrol Field Ops Fleet Vehicle Purchase.pdf](#)

FISCAL IMPACT: \$1,298,630.69
BUDGET INFORMATION: Budgeted / Police - 1/8 Cent Sales and Use Tax & Court Vehicle Earmark Funds

RESOLUTION NO. _____

RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF SEVENTEEN (17) PRIMARY POLICE VEHICLES WITH ASSOCIATED UP-FITTING EQUIPMENT, MOTOROLA RADIOS, AND AXON CAMERAS

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

SECTION 1: The bid of Breeden Dodge, incorporated herein by reference, for the purchase of seventeen (17) Dodge Durango Pursuit AWD SUVs with up-fitting police vehicle equipment for the Fort Smith Police Department and in the amount of \$1,137,753.90 is hereby accepted.

SECTION 2: The bid of AVC Fort Smith, incorporated herein by reference, for the purchase of seventeen (17) Motorola Radios for the Fort Smith Police Department and in the amount of \$100,101.79 is hereby accepted.

SECTION 3: The bid of Axon Enterprises, incorporated herein by reference, for the purchase of seventeen (17) Axon camera systems for the Fort Smith Police Department in the amount of \$60,775.00 is hereby accepted.

SECTION 4: The City Administrator, or his designee, is authorized to proceed with the purchase of the items identified in the bids approved by Sections 1-3 hereof.

This Resolution adopted this _____ day of March, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



No publication required

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

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

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

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

Technology

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

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

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

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

Mobility

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

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

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

| 2026 | |
|---------------------------------|-----------------------|
| Primary Patrol Vehicles | |
| 17 Fully Equipped PPVs | \$1,105,000.00 |
| 4 Special Ops Vehicles | \$260,000.00 |
| Total | \$1,365,000.00 |
| CID Vehicles | |
| 5 CID Vehicles | \$150,000.00 |
| 2 K9 Vehicles | \$150,000.00 |
| Total | \$300,000.00 |
| Other (Motors/Bikes/etc) | |
| 5 Fully Equip e-Bikes | \$20,000.00 |
| 2 Fully Equip Motorcycles | \$65,000.00 |
| Total | \$85,000.00 |

| 2027 | |
|---------------------------------|-----------------------|
| Primary Patrol Vehicles | |
| 17 Fully Equipped PPVs | \$1,138,150.00 |
| 4 Special Ops Vehicles | \$267,800.00 |
| Total | \$1,405,950.00 |
| CID Vehicles | |
| 5 CID Vehicles | \$154,500.00 |
| Item 2 | \$0.00 |
| Total | \$154,500.00 |
| Other (Motors/Bikes/etc) | |
| Mounted Patrol Vehicle | \$80,000.00 |
| Item 2 | \$0.00 |
| Total | \$80,000.00 |

| 2028 | |
|---------------------------------|-----------------------|
| Primary Patrol Vehicles | |
| 17 Fully Equipped PPVs | \$1,172,295.00 |
| 4 Special Ops Vehicles | \$275,834.00 |
| Total | \$1,448,129.00 |
| CID Vehicles | |
| 5 CID Vehicles | \$159,135.00 |
| Item 2 | \$0.00 |
| Total | \$159,135.00 |
| Other (Motors/Bikes/etc) | |
| Item 1 | |
| Item 2 | \$0.00 |
| Total | \$0.00 |

| 2029 | |
|---------------------------------|-----------------------|
| Primary Patrol Vehicles | |
| 17 Fully Equipped PPVs | \$1,207,464.00 |
| 4 Special Ops Vehicles | \$284,110.00 |
| Total | \$1,491,574.00 |
| CID Vehicles | |
| 5 CID Vehicles | \$163,909.00 |
| Item 2 | \$0.00 |
| Total | \$163,909.00 |
| Other (Motors/Bikes/etc) | |
| Animal Control Vehicles | \$100,000.00 |
| Item 2 | \$0.00 |
| Total | \$100,000.00 |

| 2030 | |
|---------------------------------|-----------------------|
| Primary Patrol Vehicles | |
| 17 Fully Equipped PPVs | \$1,243,688.00 |
| 4 Special Ops Vehicles | \$292,633.00 |
| Total | \$1,536,321.00 |
| CID Vehicles | |
| 5 CID Vehicles | \$168,826.00 |
| Item 2 | \$0.00 |
| Total | \$168,826.00 |
| Other (Motors/Bikes/etc) | |
| Com Rel Vehicle | \$80,000.00 |
| Item 2 | \$0.00 |
| Total | \$80,000.00 |

Facilities

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

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

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

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



FORT SMITH POLICE DEPARTMENT

MEMORANDUM

To: Chief Danny Baker
From: Lt. Robert Schibbelhut 4378 *RS*
Subject: 2026 Patrol Fleet Vehicle Purchase
Date: February 19th, 2026

| |
|---------------------|
| Recipient Response: |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

Consistent with the approved Capital Improvement Plan (CIP), I request authorization to purchase seventeen (17) 2026 Dodge Durango's. Funding for this purchase was approved by the Board of Directors and has been appropriated for accordingly in the 2026 budget (1/8% Sales and Use Tax – 47091120-531100). The seventeen (17) new vehicles will replace seventeen (17) older patrol units needed for use in the Patrol Division.

The following quotes were obtained from dealerships which include up-fitting:

- Red River \$1,251,404.02
- Landers \$1,421,745.15
- Breeden \$1,137,753.90

I recommend that we purchase the vehicles from Breeden Dodge, which is a local Fort Smith business, for a total cost of **\$1,137,753.90**.

Motorola Radios is the State Contract Holder (Contract 19860-NASPO 00318) and provided a quote for seventeen (17) radios and equipment for \$100,101.79. I recommend we purchase these radios for **\$100,101.79**.

Axon provided quotes for seventeen (17) camera systems for \$60,775 based on our current Axon contract. I recommend we purchase these camera systems for **\$60,775**.

The total for this purchase, including vehicles, upfitting, radios, and camera systems, is **\$1,298,630.69**.



FSPD Form #155

PURCHASE and GRANT REQUISITION



| | | | |
|-----------------|----------------------|---------------------|------------------------------|
| DATE | 2/10/2026 | DIVISION | 4709 Sales Tax |
| REQUEST BY | Sgt. D Jones | OBJECT CODE | |
| VENDOR NO. | | ACCOUNT DESCRIPTION | 531100 Cap Outlay - Vehicles |
| VENDOR | Breedon Dodge | BUDGET AMOUNT | \$ 1,105,000.00 |
| ADDRESS | 5900 Highway 71 S | AVAILABLE BALANCE | \$ 1,105,000.00 |
| CITY/STATE /ZIP | Fort Smith, AR 72908 | REQUISITION NO. | |
| VENDOR PHONE | 479-646-4731 | PURCHASE ORDER NO. | |
| VENDOR FAX | 479-646-3793 | COMMODITY CODE | |
| ORDINANCE # | | PROJECT # | |
| RESOLUTION # | | STATE CONTRACT # | |

JUSTIFICATION OF PURCHASE:

Consistent with our Capital Improvement ^{Plan} project, this request is to purchase and up-fit 17 new Durango's for Patrol Field Operations.

| ITEM/INV NUMBER | QTY | DESCRIPTION | UNIT PRICE | TAXABLE AMT | TOTAL UNIT PRICE | TAX | Total with Tax |
|---------------------|-----|------------------------------------|--------------|-------------|------------------|-------|---------------------|
| | 17 | 2026 Dodge Durango Pursuit AWD | \$ 39,117.00 | \$ - | \$ 664,989.00 | \$ - | \$ 664,989.00 |
| | 17 | Turn- Key Mobile Inc. (Est 45555) | \$ 9,359.00 | \$ - | \$ 159,103.00 | \$ - | \$ 159,103.00 |
| | 17 | Omega Emergency Services (Durango) | \$ 17,285.57 | \$ - | \$ 293,854.69 | \$ - | \$ 293,854.69 |
| | 17 | ABC Printing & Sign | \$ 600.00 | \$ - | \$ 10,200.00 | \$ - | \$ 10,200.00 |
| | 17 | Teeco-Louisiana | \$ 565.13 | \$ - | \$ 9,607.21 | \$ - | \$ 9,607.21 |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 1 | Freight/Shipping Charge | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subtotal | | | \$ 66,926.70 | \$ - | \$ 1,137,753.90 | \$ - | \$ 1,137,753.90 |
| Sales Tax (FS 9.5%) | | | | | | 9.50% | |
| TOTAL | | | | | | \$ | 1,137,753.90 |

| | | | | |
|--------------------|--------------------|--------------------|-----------------------|-----------------|
| Supervisor/S&T | Lieutenant | Captain | Deputy Chief/Director | Chief of Police |
| <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> | |
| DATE 2/10/26 | DATE 2-16-26 | DATE 2/19/26 | DATE 2-23-2026 | DATE |

Additional Comments:

2026 State Vehicle Contract

| Item # | Vehicle Type | Description | Model | Price | Vendor | Vendor # | OA # |
|------------------------|--------------|---|-------------------------------------|--------------|----------------------|-----------|------------|
| 56 | HEB | Hatchback - Electric | Chevy Equinox EV | \$ 27,284.00 | Bale Chevrolet | 100095671 | 4600057212 |
| POLICE VEHICLES | | | | | | | |
| 57 | JAA | 4-Door Campus Security Mid-Size Sedan | Kia K4 | \$ 24,580.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| * 60 | UPP | Dodge Durango PPV , AWD | Dodge Durango Pursuit | \$ 39,117.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 62 | PRP | Dodge RAM 1500 SSV, 4WD | Ram 1500 | \$ 39,827.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 63 | PRQ | Dodge RAM 2500 SSV, 4WD | Ram 2500 | \$ 43,613.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 64 | PRR | Dodge RAM 3500 SSV, 4WD | Ram 3500 | \$ 44,707.00 | Landers Chrysler Kia | 100144591 | 4600057215 |
| 65 | PPV | Chevrolet Tahoe PPV , 2WD | Chevy Tahoe | \$ 51,058.00 | Bale Chevrolet | 100095671 | 4600057212 |
| 66 | PFW | Chevrolet Tahoe PPV , 4WD | Chevy Tahoe | \$ 54,710.00 | Bale Chevrolet | 100095671 | 4600057212 |
| 68 | PST | Chevrolet Silverado 1500 SSV, 4WD | Chevy Silverado 1500 | \$ 43,635.00 | Smart Chevrolet | 100001581 | 4600057217 |
| 69 | HPU | Ford Hybrid PPV , SUV, 2WD | Ford Police Interceptor Utility AWD | \$ 43,419.00 | Red River Ford | 100244944 | 4600057213 |
| 70 | PPU | Ford F-150 Super Crew PPV , SSV, 4x2 | Ford F-150 Responder | \$ 45,805.00 | Mark McLarty Ford | 100223045 | 4600057216 |



BREEDEN



January 12,2026

2026 Dodge Durango Pursuit Vehicle AWD (Model WDEE75)
Final Proposal **PATROL**

| | |
|---|-----------------------|
| State Contract Item# 60 | \$39,117.00 each |
| Turn-Key Mobile Inc. (Est-15524) | \$ 9,359.00 each |
| Omega Emergency Services (Quote #1) | \$17,285.57each |
| Teeco-Louisiana | \$ 565.13each |
| <u>ABC Printing & Signs (Quote 16299)</u> | <u>\$ 600.00 each</u> |
| Total Per Unit | \$66,926.70 each |
| Grand Total for Seventeen (17) Patrol | \$1,137,753.90 |

*Lead Time T.B.D.

Thank you,

Dean Pendergrass
Commercial/Fleet Sales Manager



**Turn-Key
Mobile, Inc.**

TURNKEY MOBILE INC

4510
Country Club Drive
Jefferson City Missouri 65109

Estimate

| | | | |
|---------------|---------------------|---------------------|--------------------------|
| Estimate# | : EST-15727 | Sales person/ISS | : Patrick Lee |
| Estimate Date | : 01/28/2026 | Created By (ISS) | : LaMonica Archer |
| Expiry Date | : 01/31/2026 | Purchasing Contract | : None |

| | |
|--|---|
| Bill To | Ship To |
| Breeden Dodge Chrysler Jeep, Inc Dean Pendergrass 5900 Highway 71 S Fort Smith, Arkansas 72921 | Breeden Dodge Chrysler Jeep, Inc Dean Pendergrass Omega Car and Truck Accessories 215 Commerce Drive Alma, Arkansas 72921 |

| # | Item & Description | Qty | Rate | Amount |
|----------------------------|---|-----|----------|-----------|
| Fort Smith Arkansas | | | | |
| 1 | CF-33YAAAXBM Panasonic Mk 4 Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Standard Batteries (2), TPM 2.0, Flat | 17 | 3,406.00 | 57,902.00 |
| 2 | HA-UNKB2003 HAVIS PACKAGE CHICLET KEYBOARD WITH MOUNT FOR ALL TOUGHBOOK | 17 | 552.00 | 9,384.00 |
| 3 | FZ-SVCTPNF3YR Panasonic PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2 and 3) | 17 | 315.00 | 5,355.00 |
| 4 | HA-33TVDA0P Havis Premium Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, VGA. Includes Havis Power Supply. Features two front USB ports for easy access. Not compatible when tablet is equipped with any Rotating Hand Strap AND one of the following: quick-release SSD or 5G Modem or Long Life Battery. | 17 | 1,060.00 | 18,020.00 |
| 5 | BR-PJ823D2Y14W Panasonic Brother PocketJet8 PJ823 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire). | 17 | 525.00 | 8,925.00 |
| 6 | CP-R9803YE Panasonic Cradlepoint 3-yr NetCloud Mobile Router Essentials Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or antennas, Global) | 17 | 1,350.00 | 22,950.00 |
| 7 | SH-IN2440 Panorama Low profile Sharkfin, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi, GPS/GNSS, 5m/16 cables for use with IBR600, IBR900, IBR1100. FirstNet compatible. Black | 17 | 265.00 | 4,505.00 |
| 8 | 4910LR-152-LTRK-HID I-Tron 4190LR Microphone Style Driver License Reader Kit. Includes: - 2D Barcode Imager Pre-Installed with a Protective Ergonomic Boot and Radio Mic Hanger -Custom Firmware, TraCs 7.x and 10.x Compatible - Coiled 9.5' USB Interface Cable - USB HID | 17 | 485.00 | 8,245.00 |
| 9 | C-VS-0410-DUR-PM Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-2026 Dodge Durango | 17 | 530.00 | 9,010.00 |
| 10 | C-DMM-3024 Havis Heavy-Duty Dash Mount for 2021-2025 Dodge Durango | 17 | 405.00 | 6,885.00 |
| 11 | C-HDM-207 Havis 3.5" Heavy-Duty Telescoping Pole | 17 | 116.00 | 1,972.00 |
| 12 | MD-ARM-0606 Havis Swivel Arm Mount with 6" base, 6" Extension | 17 | 113.00 | 1,921.00 |
| 13 | C-ARM-108 Havis Side Mounted Swing-Away Flip Up Armrest | 17 | 220.00 | 3,740.00 |

275

Order Notes:

| # | Item & Description | Qty | Rate | Amount |
|----|---|-----|-------|--------|
| 14 | C-HDM-307 Havis Heavy Duty Adapter Plate for Swivel Arm Mounts | 17 | 17.00 | 289.00 |
| 15 | Shipping NOT Included | 1 | 0.00 | 0.00 |

| | |
|--------------|---------------------|
| Sub Total | 159,103.00 |
| Total | \$159,103.00 |

Terms & Conditions

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

Authorized Acceptance Signature

Omega Emergency Services

OmegaCustoms.com

215 Commerce Drive
Alma, AR 72921
(479) 363-2071

1012 E. Henri De Tonti Blvd, Unit #A
Tontitown, AR 72762
(479) 670-3600

QUOTE

DATE 12/18/2025
EXPIRES 90 days
QUOTE # 1

Quote For:

FSPD SPECIAL OPS / PATROL

Prepared by: Brian
479-670-3600

| PART | DESCRIPTION | PRICE | QTY | AMOUNT |
|-----------------|--|------------|-------|------------|
| EGIS 2602B | PDM 14 POWER PANEL W TIMERS 175A | \$179.00 | 1.00 | \$179.00 |
| LABOR | LABOR FOR ALL LISTED COMPONENTS | \$115.00 | 30.00 | \$3,450.00 |
| 36-4075 | PUSH BUMPER DURANGO | \$469.00 | 1.00 | \$469.00 |
| 36-4075PB | PIT Bar Elite DURANGO | \$469.00 | 1.00 | \$469.00 |
| 36-4075W | Wing Wrap Elite DURANGO | \$326.00 | 1.00 | \$326.00 |
| 36-6005 | LIGHT COVER 2 LIGHTS DURANGO | \$49.00 | 1.00 | \$49.00 |
| DUAL KA | STALKER DUAL BAN RADAR | \$2,890.00 | 1.00 | \$2,890.00 |
| CW0410-WR | 400 Series compartment light, 5.4" red/white | \$69.00 | 2.00 | \$138.00 |
| VALR51J-P1BL | 51" Valor, Red/Blue warning lights, all 2-color except positions 15, 25, and 26 low hook mount | \$2,454.10 | 1.00 | \$2,454.10 |
| PF400 | 400 W Siren/Light Controller with 21 BUTTON HEAD | \$1,369.00 | 1.00 | \$1,369.00 |
| PFSYNC-1 | OBD SYNC CABLE FOR VEH INTEGRATION | \$99.00 | 1.00 | \$99.00 |
| ES124C | 100W SPEAKER AND BRACKET- FREE | \$0.00 | 1.00 | \$0.00 |
| MPS62UVW | MicroPulse Ultra 6, Dual-Color, Clear lens | \$105.00 | 6.00 | \$630.00 |
| SPOILER | L-BRACKET FOR REAR SPOILER LIGHTS PAIR | \$12.00 | 2.00 | \$24.00 |
| 416900 | 1" BUBBLE LIGHTS DUAL COLOR | \$79.00 | 4.00 | \$316.00 |
| RBKIT-SOLO | SINGLE RUMBLER AND BRACKET | \$489.00 | 1.00 | \$489.00 |
| PFSYNC-1 | ON SCENE SYNC MODULE FOR LIGHT & AUDIO | \$179.00 | 1.00 | \$179.00 |
| MPSWP-BAW | MIRROR LIGHT - BLUE/WHITE & AMBER TURN | \$139.00 | 2.00 | \$278.00 |
| MPSMW9-DUR21MIR | MIRROR BRACKETS-PAIR | \$39.00 | 1.00 | \$39.00 |
| TINT | WINDOW TINT FRONT WINDOWS | \$100.00 | 1.00 | \$100.00 |
| 75799 | STREAMLIGHT 12V RE CHARGE | \$139.00 | 1.00 | \$139.00 |
| 475-0965 | UDRH -SPACESAVER , High Security/High Visibility Window | \$805.91 | 1.00 | \$805.91 |
| 475-8848 | HSEP - LOWER EXTENSION PANELS UNDER SEAT | \$89.56 | 1.00 | \$89.56 |
| 475-1516 | Replacement Bio-Seat AND REAR PARTITION | \$1,462.00 | 1.00 | \$1,462.00 |
| 475-1764 | Window Armor and ABS Door Panels | \$527.00 | 1.00 | \$527.00 |
| SC-917-5 | WEAPON RACK UNDER STORAGE - HORIZONTAL W UNIVERSAL HANDCUFF STYLE LOCK | \$315.00 | 1.00 | \$315.00 |
| | ELECTRONIC CONTROLLERS IN BACK OF UNIT | \$0.00 | 0.00 | \$0.00 |
| | DEPT PROVIDES CAMERAS AND ALL ASSOCIATED EQUIPMENT | \$0.00 | 0.00 | \$0.00 |
| | DEPT PROVIDES CRADLE POINTS AND ALL ASSOCIATED EQUIPMENT | \$0.00 | 0.00 | \$0.00 |
| | DEPT PROVIDES RADIOS AND ALL ASSOCIATED EQUIPMENT | \$0.00 | 0.00 | \$0.00 |
| | DEPT PROVIDES CONSOLE AND ALL CONSOLE EQUIPMENT | \$0.00 | 0.00 | \$0.00 |

| PART | DESCRIPTION | PRICE | QTY | AMOUNT |
|------|-------------|-------|-----|--------|
|------|-------------|-------|-----|--------|

SUBTOTAL \$17,285.57

TAX RATE 0.00%

SALES TAX DEALER PO

THANK YOU FOR YOUR BUSINESS!

**** Please Note****

We will not pay for service done at a dealership or another shop. If there is a concern regarding work we have completed please contact us first. We will take care of the issue. We do not honor the opinion of another shops techs.

OTHER \$17,285.57

ABC Printing & Signs
 10 W. Woodson Ave Bonanza, AR 72916
 orders@abcprintingandsigns.com
 (479) 638-8608
 EIN #: 46-4983425



Tax ID: 78735512-SLS
 http://abcprintingandsigns.com

Quote 16299

New graphics for 2026 Dodge Durango patrol
 unit/k9

SALES REP INFO
 Jennifer Hattabaugh
 jennifer@abcprintingandsigns.com

QUOTE DATE
 12/11/2025
 QUOTE DUE DATE
 01/10/2026
 QUOTE EXPIRY
 DATE
 01/01/2026
 TERMS
 Net30

REQUESTED BY
 Breeden Dodge
 Attn: Kevin Kiene

CONTACT INFO
 Dean Pendegrass
 dean@breedendodge.com
 (479) 883-9678

| # | ITEM | QTY | UOM | U.PRICE | TOTAL (EXCL. TAX) | TAXABLE |
|---|---|-----|------|----------|-------------------|---------|
| 1 | Graphics for new patrol cars Graphics package for new 2026 Dodge Durango police vehicles. Reflective vinyl graphics installed. | 18 | Unit | \$600.00 | \$10,800.00 | N |

QTY 1 K9 Unit
 QTY 17 Patrol Units

Same look as previous Durango.

Unit numbers TBD

1. A signed copy of the estimate or quotation by the customer to indicate acceptance is required and should be returned to ABC Printing & Signs to begin production. Alternatively, the client may send an official purchase order in reply to the estimate or quotation which binds the client to accept ABC Printing & Signs Terms and Conditions. No work on a project will commence until either document has been received by ABC Printing & Signs. By accepting a Quotation or Estimate, you acknowledge having read and accepted these Terms & Conditions.
2. Quote is based on original specifications from the customer. Price may change, contingent upon final review of the project.
3. Unless noted, the price does not include charges for design, drawings, and layout or pre-flight of customer-supplied digital artwork which is billed separately at the rate of \$95 per hour. If design is included, this is an estimate and can change based on revisions or deviations from the original scope.
4. Applicable City and State Sales Tax and shipping charges are not included.
5. TERMS: We can require 1/2 down payment upon acceptance and balance due upon completion. All prices quoted are subject to change after 30 days.
6. ABC Printing & Signs will start charging a 3% convenience fee for all credit card transactions starting April 1, 2022
7. On installations - Rock, stumps, poor soil conditions, water in excavations, and other unforeseen site conditions may incur additional charges.
8. All Merchandise remains the property of ABC Printing & Signs until the account is paid in full.
9. OVERRUNS or underruns not exceeding 10% of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to the customer, proportionately.
10. Electrical runs in excess of 6' from the sign will be the responsibility of the client.
11. Clients PO in no way negates the Terms and Conditions specified on ABC Printing & Signs work order or signed quote.
12. Signage and/or designs are for that purpose only and cannot be considered a logo design.
13. Permits to be furnished by the customer unless otherwise noted. If the permit application is prepared by ABC Printing & Signs a minimum \$150 per hour, 1 hour minimum preparation fee will be charged in addition to the actual permit fee based on the time required.
14. A Work Estimate is an estimate of the cost of work described, this price can change due to unknowns encountered after the job has begun. This can be either a Not-To-Exceed price or a Non-binding price and will be noted. Non-binding prices with a difference of \$250 or 15%, whichever is greater will seek approval to continue the work described.

Subtotal: \$10,800.00
Sales Tax (0%): \$0.00
Total: \$10,800.00

SIGNATURE:

DATE:

TEECO - LOUISIANA

PO Box 7784
 1360 Grimmatt Drive
 Shreveport, LA 71107
 Voice: 318-424-5176
 www.teecosafetyinc.com

QUOTATION

Quote Number: 14977
 Quote Date: Jan 28, 2026
 Page: 1

4% Fee on all Credit Card Transactions

| Quoted To: |
|---------------|
| Special Order |
| |
| Phone: |
| Fax: |

| Ship to: |
|--|
| Special Order BREEDEN DODGE / D. PENDERGRASS 5900 HIGHWAY 71 SOUTH Fort Smith, AR 72908 |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|---------------|-----------|---------------|------------|
| Special Order | 2/27/26 | C.O.D. | Kenny Boyd |

| Quantity | Item | Description | Unit Price | Amount |
|----------|-------------|---|------------|-----------|
| 23.00 | PG-CSC67D18 | PROGARD #PG-CSC67D18 STEEL CARGO SECURITY COVER (FOR USE WITH PROGARD CARGO BARRIER) | 533.60 | 12,272.80 |
| 1.00 | SHIP | FREIGHT IS ESTIMATED AT THE SAME FOR QUANTITY 23 OR 17 | 725.12 | 725.12 |

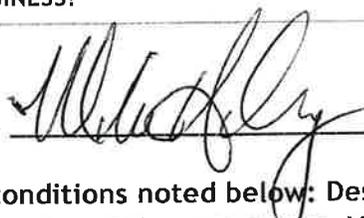
LOUISIANA STATE CONTRACT

Whelen - Sourcewell #090122-WHL
<https://start.sourcewell.website/contract/Whelen-Engineering/1744>
 Point Blank - #4400020593
 Safariland-Bianchi-Def Tech-Monadnock - #4400025542

| | |
|--------------|------------------|
| Freight | |
| Sales Tax | |
| TOTAL | 12,997.92 |

| | | |
|------------------------------|--------------|---------------|
| Total per upfitted unit | \$ 55,585.00 | \$ 944,943.00 |
| THANK YOU FOR YOUR BUSINESS! | | |

Quote By Mike Haley/Christina Dewberry Fleet Managers



This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

TO ACCEPT THIS PURCHASE AGREEMENT PLEASE SIGN X _____

Emergency Vehicle Package

BLUE SEA, SOLENOID TIMER 120A 12VDC ATD- Can be programmed to certain time points for Different Items, Prevents Battery Drain with Automatic Shut off Timers

BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover

Manual on Off Circuit Breaker (For Maintenance)

Westin Durango Center Section Pushbumper

Westin Durango Pit Bars/Front End Protection

Westin Upper Pit Wings (Headlight Covers)

Soundoff Mpower - Blue/Amber/White - Front Top of Push - 4" mpower HD with Stud Mount 18 LED 9-32 Volt SAE with 1.5' Pigtail Clear Housing/Lens BLU/AMB/WHT

Westin Light Channel with 2 Lights - Blue/Amber/White HD Mpowers Blue Warning White Scene Amber Turn Signal (Front)

Side of PB Mount - Lights at 35 Degree Angle (Intersce - Lights are at 35 Degree Angle for Intersection Warning Blue Warn White Scene Amber Turn Signal (Front)

Soundoff Mpower - Blue/Amber/White Side of PB @ 35 - Blue - Warning White -Alley ,Amber Turn Signal (Front)

STALKER Dual - 2 Antenna Radar System - Dual Antenna Radar Front and Rear

Soundoff Dome Light

Mpower 48 Lightbar Blue/White Front / Blue/Amb Rear - Mpower Lightbar (top of the Line for Soundoff) Metal Top Prevents Hail Damage

Lightbar is Blue White Front (Full Scene Capable)

Lightbar is Blue Amber Rear (Arrow Stick Capable)

Light Bar has two Tio Pods on rear (Red Brake)

Still able to do Blue/Amber across entire rear of Bar

Cut out Corners when Door Open on Unit

Prisoner Loading alley on Passenger Side (when right rear door opened)

SOI BLUEPRINT 500 SERIES REMOTE AMP W/LINK - Park / Kill Siren Standard Push to Chagne Siren tones on Vehicle Horn Standard

SOI PUSH BUTTON CONTROL PANEL W/MICROPHONE- Push Button Control Panel with Microphone, compatible with bluePRINT®

Control Systems (Remote)

SOI 100J SERIES COMPOSITE SPEAKER

SOI SOUND OFF / BLUEPRINT SYNC MODULE

Mpower Trio R/B/W - Trio Mpower - Tag Mounted (On License Plate Bracket) Red Brake / Rear Turn Signal Blue Warning Patterns White Reverse

Mpower Trio R/B/W - Mounted in Rear Glass - Facing Rear Mounted High Red Brake / Rear Turn Signal Blue Warning Patterns White Reverse

SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE - These can be mountd in the Reverse or on the Rear D-Pillar 4 total per unit

SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS

SOUND OFF ETSS100 SPEAKER BRACKET

BLUE/AMBER/WHITE Under Mirror Blue Warn, White Alley ,Amber Turn Signal - ,

SOI 2016-25 DURANGO UNDER MIRROR MNT BRAKET
SLI STINGER LED HPL, DC CHARGER
JOTTO, PATRIOT LOWER EXTENSION PANNEL
JOTTO PPV REPLACEMENT SEAT SYSTEM
JOTTO 475-2151 DURNGO DOOR ARMOR / WINDOW ARMOR
RAPID-ADJUST UNIVERSAL GUN RACK WITH NEW SC-6 XL
LOCK

WARRANTY
REPAIR UNDER WARRANTY OF EMERGENCY EQUIPMENT

DANA SAFETY SUPPLY PROVIDES THE FOLLOWING WARRANTY
LIFETIME INSTALL WORKMANSHIP WARRANTY
DANA SAFETY WILL FIX WORKMANSHIP ITEMS ONSITE AT FORT
SMITH PD THAT ARE WORKMAN SHIP
THE PARTS WILL BE COVERED UNDER THE ORIGINAL
MANUFACTURES WARRANTY , 5 YEAR

Department Provided
Axon Fleet System
Modem/Antenna for Modem
Console / Printer / Computer Stand
Radio and Antenna and Coax Cable



**Turn-Key
Mobile, Inc.**

TURNKEY MOBILE INC

4510
Country Club Drive
Jefferson City Missouri 65109

Estimate

| | | | |
|---------------|---------------------|---------------------|--------------------------|
| Estimate# | : EST-15484 | Sales person/ISS | : Patrick Lee |
| Estimate Date | : 12/03/2025 | Created By (ISS) | : LaMonica Archer |
| Expiry Date | : 01/15/2026 | Purchasing Contract | : NASPO Panasonic |

| | |
|--|--|
| Bill To | Ship To |
| Fort Smith Police Department AR City of Fort Smith / Accounts Payable PO Box 1908 Fort Smith, Arkansas 72902 | Fort Smith Police Department AR ITS Department - Carla Cravens 801 Carnall Avenue, Suite 100 Fort Smith, Arkansas 72901 |

| # | Item & Description | Qty | Rate | Amount |
|---|--|-----|----------|-----------|
| 1 | Contract-NASPO Panasonic NASPO Contract # MA23019 https://na.panasonic.com/us/sites/default/files/2023-09/NASPO_Panasonic_Master%20Agreement%2023019_Executed.pdf | 1 | 0.00 | 0.00 |
| 2 | CF-33YAAAXB Panasonic Mk 4 Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Standard Batteries (2), TPM 2.0, Flat | 17 | 3,450.00 | 58,650.00 |

| | | | | |
|-----------------|---|----|--------|----------|
| Warranty | | | | |
| 3 | FZ-SVCTPNF3YR Panasonic PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2 and 3) | 17 | 300.00 | 5,100.00 |

| | | | | |
|-------------------------|--|----|--------|----------|
| Brother Printers | | | | |
| 4 | BR-PJ823D2Y14W Panasonic Brother PocketJet8 PJ823 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire). | 17 | 575.00 | 9,775.00 |

| | | | | |
|-------------------------|--|----|--------|----------|
| Sharkfin Antenna | | | | |
| 5 | SH-IN2440 Panorama Low profile Sharkfin, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi, GPS/GNSS, 5m/16 cables for use with IBR600, IBR900, IBR1100. FirstNet compatible. Black | 17 | 265.00 | 4,505.00 |

| | | | | |
|--------------------|---|----|----------|-----------|
| Cradlepoint | | | | |
| 6 | Contract-NASPO Cradlepoint NASPO Master Agreement #: AR3189 CradlePoint Inc. https://naspo.valuepoint.org/portfolio/data-communications-2019-2026/cradlepoint-inc/ | 1 | 0.00 | 0.00 |
| 7 | MBA3-R980-5GD-A Cradlepoint 3-yr NetCloud Mobile Router Essentials Plan, Advanced Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or antennas, Global) | 17 | 1,640.00 | 27,880.00 |

| | | | | |
|-----------------------|---|----|--------|----------|
| L-TRON Scanner | | | | |
| 8 | 4910LR-152-LTRK-HID I-Tron 4190LR Microphone Style Driver License Reader Kit. Includes: - 2D Barcode Imager Pre-Installed with a Protective Ergonomic Boot and Radio Mic Hanger -Custom Firmware, TraCs 7.x and 10.x Compatible - Coiled 9.5' USB Interface Cable - USB HID | 17 | 485.00 | 8,245.00 |

| | | | | |
|------------------------------|--|----|--------|----------|
| Havis Mount Equipment | | | | |
| 9 | C-VS-0410-DUR-PM Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021- 2026 Dodge Durango | 17 | 575.00 | 9,775.00 |
| 10 | C-DMM-3024 Havis Heavy-Duty Dash Mount for 2021-2025 Dodge Durango | 17 | 415.00 | 7,055.00 |
| 11 | C-HDM-207 Havis 3.5" Heavy-Duty Telescoping Pole | 17 | 115.00 | 1,955.00 |

Order Notes:

| # | Item & Description | Qty | Rate | Amount |
|----|---|-----|----------|-----------|
| 12 | MD-ARM-0606 Havis Swivel Arm Mount with 6" base, 6" Extension | 17 | 180.00 | 3,060.00 |
| 13 | C-ARM-108 Havis Side Mounted Swing-Away Flip Up Armrest | 17 | 190.00 | 3,230.00 |
| 14 | C-HDM-307 Havis Heavy Duty Adapter Plate for Swivel Arm Mounts | 17 | 16.00 | 272.00 |
| 15 | PKG-KB-2003 Havis Package - Rugged Chiclet Style Keyboard with Mount (Includes Emergency Key) | 17 | 525.00 | 8,925.00 |
| 16 | HA-33TVDA0P Havis Premium Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, VGA. Includes Havis Power Supply. Features two front USB ports for easy access. Not compatible when tablet is equipped with any Rotating Hand Strap AND one of the following: quick-release SSD or 5G Modem or Long Life Battery. | 17 | 1,055.00 | 17,935.00 |
| 17 | C-VS-0410-DUR-PM Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-2026 Dodge Durango | 17 | 575.00 | 9,775.00 |

Terms & Conditions

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

| | |
|---------------------------------|---------------------|
| Sub Total | 176,137.00 |
| City - Fort Smith - 65-01 (2%) | 3,522.74 |
| County - Sebastian - 65-00 (1%) | 1,761.37 |
| State - AR (6.5%) | 11,448.91 |
| Total | \$192,870.02 |
| Authorized Acceptance Signature | |

2026 DODGE DURANGO PURSUIT AWD V6 ITEM #60 PATROL

| | |
|---|--------------|
| 2026 ARKANSAS STATE CONTRACT BASE PRICE | 39,117.00 |
| ADD WHITE PAINT | N/C |
| DRIVER'S SIDE SPOTLIGHT | STD |
| REAR VINYL SEAT | STD |
| REAR DOOR SWITCHES CONNECTED | N/C |
| <hr/> | |
| TOTAL PRICE WITH OPTIONS | \$39,117.00 |
| ADD POLICE EQUIPMENT | 16,584.89. |
| <hr/> | |
| TOTAL PRICE | \$55,701.89. |

FOR SEVENTEEN EQUIPED PATROL DURANGOS = \$946,932.13

Rick Layton

Landers Chrysler 501-680-2359

401 COLONEL GLENN PLAZA LOOP

LITTLE ROCK, AR 72210

rick.layton@landerscorp.com

Vehicle Specifications & Options Pricing

ITEM 60

TYPE UPP 10133947

**Dodge Durango Police
Pursuit Vehicle, AWD
(NO SUBSTITUTES)**

Dealer Name: LANDERS CHRYSLER KIA

Vehicle Make/Model DODGE DURANGO PURSUIT

Model Code: WDEE75

City MPG Estimate 17

Highway MPG Estimate 24

[Back to Table of Contents](#)

VEHICLE BID PRICE

\$39,117.00

| Body & Chassis | Base Vehicle Minimum Requirements | Enter Vehicle Specification (Fill-in Unshaded Blanks Only) |
|--|---|---|
| Dodge Durango PPV; AWD | All Standard Manufacturer Equipment | |
| Police Package | Including all features listed in manufacturer's printed specifications and literature as a part of their standard police equipment package. | |
| Engine | | |
| Engine (Police Pursuit) | List size | 3.6L V6 293 HP |
| Fuel Type | List Primary Type | |
| Transmission/Drive | | |
| Automatic Transmission | Automatic - List Type, Speeds etc. | 8 SPEED AUTOMATIC |
| All Wheel Drive (AWD) | All Wheel Drive (AWD) | |
| Doors & Windows | | |
| Door Locks | Power Locks (Operable From Front Only) | |
| Interior | | |
| Spot Lamp | Spot Lamp (Driver's Side) | |
| Radio Suppression Package | Mfg. Std. | |
| Quiet Sound Group (Noise Suppression) | Mfg. Std. | |
| Remote Deck Lid Release Control on Driver's Side | Remote Deck Lid Release Control on Driver's Side | |
| Seats | | |
| Front Seat | Cloth | |
| Rear Seat | Vinyl | |
| Tires & Wheels | | |
| Police Pursuit Tires & Wheels | Police Pursuit Rated - List Size | P255/60TR18 |
| Spare | Full Size Spare | FULL SIZE |
| Warranty | | |
| Bumper to Bumper Warranty | 3 Years or 36,000 miles, whichever comes first | 3 YEARS OR 36,000 MILES |
| Drivetrain Warranty | 5 years or 100,000 miles, whichever comes first | 5 YEARS OR 100,000 MILES |

| ITEM 60 | VEHICLE OPTIONS | | Dealer Name: | |
|---|------------------------|---|---|--------------|
| TYPE UPP Dodge Durango PPV, AWD (NO SUBSTITUTES) | | | LANDERS CHRYSLER KIA | |
| Back to Table of Contents | | | | |
| Engine | Code | Option Minimum Requirement | Enter Optional Equip. Desc & Mfg. Option Codes | Price |
| Engine Upgrade | CC | Mfg. Std. | 5.7L V8 360HP | \$3,340.00 |
| Electrical | | | | |
| Additional Spotlight | OO | Spotlight: Additional Front Passenger Side | LNA | \$795.00 |
| Delete Spot Lamp (Credit) | MO | Deduction For Delete Spot Lamp | DSL | \$250.00 |
| Doors & Windows | | | | |
| Tinted Windows | TG | Add Deep Tinted Glass | DTG | \$325.00 |
| Switches: Rear Window Inoperative. Rear Door, Interior, Door Locks and Handles Inoperative. | WD | Switches: Rear Window Inoperative (only operate from driver's position). Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside). | | STD |
| Interior | | | | |
| Police Console | PC | Police Console | CUG | \$1,195.00 |
| Rear Vinyl Seats | RVS | Rear Vinyl Seats | | \$STD |
| Carpeted Floors With Mats | CM | Carpeted Floors With Mats | CKD | \$260.00 |
| Vinyl Floor | VF | Vinyl Floor | | \$STD |
| Rear Air Conditioning | RA | Factory Installed Rear Auxiliary Air Conditioning | | STD |
| Exterior | | | | |
| Integrated Com. System | IC | Integrated Communication System | Display Integration Enabler Module | \$1,995.00 |
| Other | | | | |
| SKID PLATE | ADL | SKID PLATE | ADL | \$433.00 |
| CIVILIAN CENTER CONSOLE | CUF | CIVILIAN CENTER CONSOLE | CUF | \$470.00 |
| ALUMINUM WHEELS | WPI | ALUMINUM WHEELS | WPI | \$530.00 |
| POWER REAR LIFTGATE | JRC | POWER REAR LIFTGATE | JRC | \$580.00 |
| 4 ADDITIONAL KEYS | XCS | 4 ADDITIONAL KEYS | XCS | \$460.00 |
| DESTROYER GRAY PAINT | PDN | DESTROYER GRAY PAINT | PDN | \$456.00 |
| NIGHT MOVES PAINT | PCQ | NIGHT MOVES PAINT | PCQ | \$456.00 |
| OCTANE RED PAINT | PRV | OCTANE RED PAINT | PRV | \$456.00 |
| RED OXIDE PAINT | PHC | RED OXIDE PAINT | PHC | \$456.00 |
| TRIPLE NICKEL PAINT | PSE | TRIPLE NICKEL PAINT | PSE | \$456.00 |
| VAPOR GREY PAINT | PAS | VAPOR GREY PAINT | PAS | \$456.00 |

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

| | |
|-----------------|---------|
| Sales Quote No. | 609407 |
| Customer No. | LANDERS |

Bill To

STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

Ship To

STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|--------------------------|----------------|--|----------------|----------------|
| 01/12/26 | UPS GROUND FREIGHT | QUOTED FREIGHT | | NET30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Cody Craig | Cody Craig - Little Rock | RICK LAYTON | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| | | | Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days | | |

| | |
|------------|-------------|
| Print Date | 01/12/26 |
| Print Time | 08:58:14 PM |
| Page No. | 1 |

| | |
|--------------------|------------|
| Subtotal | 278,443.00 |
| Freight | 3,500.00 |
| Order Total | 281,943.00 |

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

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| Entered By | Salesperson | Ordered By | Resale Number | | |
| Cody Craig | Cody Craig - Little Rock | RICK LAYTON | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 1 | 1 | N | INFO FSPD DURANGO x 17 Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | EVP EMERGENCY VEHICLE PACKAGE Warehouse: DROP | 16,029.0000 | 272,493.00 |
| 17 | 17 | Y | 7615B BLUE SEA, SOLENOID TIMER 120A 12VDC ATD Warehouse: DROP Prevents Battery Drain with Automatic Shut off Timers | 0.0000 | 0.00 |
| 34 | 34 | Y | 5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | 4703-150B Manual on Off Circuit Breaker (For Maintenance) Warehouse: DROP Circuit Breaker, Surface Mount, 150 Amp | 0.0000 | 0.00 |
| 17 | 17 | Y | INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP | 0.0000 | 0.00 |

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| Print Date | 01/12/26 |
| Print Time | 08:58:14 PM |
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Continued on Next Page

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| Entered By | | Salesperson | Ordered By | Resale Number | |
| Cody Craig | | Cody Craig - Little Rock | RICK LAYTON | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 17 | 17 | Y | INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: DROP | 0.0000 | 0.00 |
| | | | LOOM, WIRE, HARDWARE, CONNECTORS, ETC ***** | | |
| 17 | 17 | Y | 36-4075 Westin Durango Center Section Pushbumper Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | 36-4075PB Westin Durango Pit Bars/Front End Protection Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | 36-4075PB 36-4075W Westin Upper Pit Wings (Headlight Covers) Warehouse: DROP | 0.0000 | 0.00 |
| 34 | 34 | Y | EMPS4001T-1 Soundoff Mpower - Blue/Amber/White - Front Top of Push Warehouse: DROP 4" mpower HD with Stud Mount 18 LED 9-32 Volt SAE with 1.5' Pigtail Clear Housing/Lens BLU/AMB/WHT | 0.0000 | 0.00 |

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Continued on Next Page

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| 01/12/26 | UPS GROUND FREIGHT | QUOTED FREIGHT | | NET30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Cody Craig | Cody Craig - Little Rock | RICK LAYTON | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 17 | 17 | Y | 36-6005SMP2 Westin Light Channel with 2 Lights Warehouse: DROP Mounted with Blue/Amber/White HD Mpowers Blue Warning White Scene Amber Turn Signal (Front) | 0.0000 | 0.00 |
| 34 | 34 | Y | PMP2WDG35B Side of PB Mount - Lights at 35 Degree Angle (Intersece Warehouse: DROP Lights are at 35 Degree Angle for Intersection Warning Blue Warn White Scene Amber Turn Signal (Front) | 0.0000 | 0.00 |
| 34 | 34 | Y | EMPS2001D-1 Soundoff Mpower - Blue/Amber/White Side of PB @ 35 Warehouse: DROP Side of PB Blue - Warning White - Alley Amber Turn Signal (Front) | 0.0000 | 0.00 |

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| 01/12/26 | UPS GROUND FREIGHT | QUOTED FREIGHT | | NET30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Cody Craig | Cody Craig - Little Rock | RICK LAYTON | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 17 | 17 | Y | 805-0022-00 STALKER Dual - 2 Antenna Radar System Warehouse: DROP | 0.0000 | 0.00 |
| 34 | 34 | Y | Dual Antenna Radar Front and Rear ECVDMLTAL00 Soundoff Dome Light Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | Dome Lights EMPLB Mpower 48 Lightbar Blue/White Front / Blue/Amb Rear SEE ATTACHED Vin #: Warehouse: DROP Mpower Lightbar (top of the Line for Soundoff) Metal Top Prevents Hail Damage Lightbar is Blue White Front (Full Scene Capable) Lightbar is Blue Amber Rear (Arrow Stick Capable) Light Bar has two Tio Pods on rear (Red Brake) Still able to do Blue/Amber across entire rear of Bar Cut out Corners when Door Open on Unit Prisoner Loading alley on Passenger Side (when right rear door opened) | 0.0000 | 0.00 |

| | |
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| Print Date | 01/12/26 |
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| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|--------------------------|----------------|---|----------------|----------------|
| 01/12/26 | UPS GROUND FREIGHT | QUOTED FREIGHT | | NET30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Cody Craig | Cody Craig - Little Rock | RICK LAYTON | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 17 | 17 | Y | ENGA5101 SOI BLUEPRINT 500 SERIES REMOTE AMP W/LINK Warehouse: DROP Park / Kill Siren Standard Push to Chagne Siren tones on Vehicle Horn Standard | 0.0000 | 0.00 |
| 17 | 17 | Y | ENGCP18003 SOI PUSH BUTTON CONTROL PANEL W/MICROPHONE Warehouse: DROP Push Button Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote) | 0.0000 | 0.00 |
| 17 | 17 | Y | MISC ENGLNVH012 - Durango Link Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DROP 100J series composite speaker w/ universal bail brkt-100 watt | 0.0000 | 0.00 |
| 17 | 17 | Y | ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: DROP | 0.0000 | 0.00 |

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| Print Date | 01/12/26 |
| Print Time | 08:58:14 PM |
| Page No. | 5 |

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

| | |
|-----------------|---------|
| Sales Quote No. | 609407 |
| Customer No. | LANDERS |

Bill To

STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

Ship To

STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|--------------------------|----------------|--|----------------|----------------|
| 01/12/26 | UPS GROUND FREIGHT | QUOTED FREIGHT | | NET30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Cody Craig | Cody Craig - Little Rock | RICK LAYTON | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 34 | 34 | Y | EMPS2STS5RBW Mpower Trio R/B/W Warehouse: DROP Trio Mpower - Tag Mounted (On License Plate Bracket) Red Brake / Rear Turn Signal Blue Warning Patterns White Reverse | 0.0000 | 0.00 |
| 34 | 34 | Y | EMPS2STS5RBW Mpower Trio R/B/W Warehouse: DROP Mounted in Rear Glass - Facing Rear Mounted High Red Brake / Rear Turn Signal Blue Warning Patterns White Reverse | 0.0000 | 0.00 |
| 68 | 68 | Y | ELUC3H010B SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE Warehouse: DROP These can be mountd in the Reverse or on the Rear D-Pilar 4 total per unit | 0.0000 | 0.00 |

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| Print Date | 01/12/26 |
| Print Time | 08:58:14 PM |
| Page No. | 6 |

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Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

| | |
|-----------------|---------|
| Sales Quote No. | 609407 |
| Customer No. | LANDERS |

Bill To

STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

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STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|--------------------------|----------------|--|----------------|----------------|
| 01/12/26 | UPS GROUND FREIGHT | QUOTED FREIGHT | | NET30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Cody Craig | Cody Craig - Little Rock | RICK LAYTON | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 17 | 17 | Y | ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: DROP Low Frequency Siren System | 0.0000 | 0.00 |
| 17 | 17 | Y | ETSSVBK05 SOUNDOFF ETSS100 SPEAKER BRACKET 18-23 DURANGO Warehouse: DROP | 0.0000 | 0.00 |
| 34 | 34 | Y | EMPS208RP-1 BLUE/AMBER/WHITE Under Mirror Warehouse: DROP Blue Warn White Alley Amber Turn Signal | 0.0000 | 0.00 |
| 34 | 34 | Y | PNT3BKUMB4 SOI 2016-25 DURANGO UNDER MIRROR MNT BRAKET Warehouse: DROP Under Mirror Brackets | 0.0000 | 0.00 |
| 17 | 17 | Y | TINT 2 front windows Warehouse: DROP Match Front Windows with Rear Windows | 0.0000 | 0.00 |
| 17 | 17 | Y | 75799 SLI STINGER LED HPL, DC CHARGER Warehouse: DROP | 0.0000 | 0.00 |

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| Print Date | 01/12/26 |
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| Page No. | 7 |

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

| | |
|-----------------|---------|
| Sales Quote No. | 609407 |
| Customer No. | LANDERS |

Bill To

STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

Ship To

STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|--------------------------|----------------|---|----------------|----------------|
| 01/12/26 | UPS GROUND FREIGHT | QUOTED FREIGHT | | NET30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Cody Craig | Cody Craig - Little Rock | RICK LAYTON | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 17 | 17 | Y | 475-0965 JOTTO, CAGE Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | 475-8848 JOTTO, PATRIOT LOWER EXTENSION PANNEL Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | 475-1516 JOTTO PPV REPLACEMENT SEAT SSYSTEM Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | MISC JOTTO 475-2151 DURNGO DOOR ARMOR / WINDOW ARMOR Warehouse: DROP | 0.0000 | 0.00 |
| 17 | 17 | Y | SC-917-5 RAPID-ADJUST UNIVERSAL GUN RACK WITH NEW SC-6 XI LOCK Warehouse: DROP Universal Weapn Rack | 0.0000 | 0.00 |
| 17 | 17 | Y | Will take and AR Platform or a Shot Gun (870 Style 12 Guage) UPFITTER UPFITTER FEE CHARGED BY THE DEALERSHIP Warehouse: DROP | 350.0000 | 5,950.00 |

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| Print Date | 01/12/26 |
| Print Time | 08:58:14 PM |
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

| | |
|-----------------|---------|
| Sales Quote No. | 609407 |
| Customer No. | LANDERS |

Bill To

STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

Ship To

STEVE LANDERS FLEET
 401 Colonel Glenn Plaza Loop
 Little Rock, AR 72210

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

Contact:
Telephone:
E-mail: ARCACCTSPAY@LANDERSCORP.COM

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|--------------------------|----------------|---|----------------|----------------|
| 01/12/26 | UPS GROUND FREIGHT | QUOTED FREIGHT | | NET30 | |
| Entered By | Salesperson | Ordered By | Resale Number | | |
| Cody Craig | Cody Craig - Little Rock | RICK LAYTON | | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 17 | 17 | N | INFO VEHICLE INFORMATION Warehouse: DROP Department Provided Axon Fleet System Modem/Antenna for Modem Console / Printer / Computer Stand Radio and Antenna and Coax Cable | 0.0000 | 0.00 |
| 17 | 17 | Y | DELIVERY Transport - Little Rock AR to Fort Smtih Police Dept Warehouse: DROP Via Insured Commerical Transport Trucks (1 Million Liability Policy) Vehicles can be delivered to anywhere in the City of Fort Smith that Fort Smith PD Designates as the delivery point. | 0.0000 | 0.00 |
| 17 | 17 | Y | WARRANTY REPAIR UNDER WARRANTY OF EMERGENCY EQUIPMENT Warehouse: DROP DANA SAFETY SUPPLY PROVIDES THE FOLLOWING WARRANTY LIFETIME INSTALL WORKMANSHIP WARRANTY DANA SAFETY WILL FIX WORKMANSHIP ITEMS ONSITE AT FORT SMITH PD THAT ARE WORKMAN SHIP THE PARTS WILL BE COVERED UNDER THE ORIGINAL MANUFACTURES WARRANTY , 5 YEAR | 0.0000 | 0.00 |

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| Print Date | 01/12/26 |
| Print Time | 08:58:14 PM |
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By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including, but not limited to, any floods, earthquakes, tornados, hail or similar weather events.

Continued on Next Page



**Turn-Key
Mobile, Inc.**

TURNKEY MOBILE INC

4510
Country Club Drive
Jefferson City Missouri 65109

Estimate

| | | | |
|---------------|---------------------|---------------------|--------------------------|
| Estimate# | : EST-15484 | Sales person/ISS | : Patrick Lee |
| Estimate Date | : 12/03/2025 | Created By (ISS) | : LaMonica Archer |
| Expiry Date | : 01/15/2026 | Purchasing Contract | : NASPO Panasonic |

| | |
|--|--|
| Bill To | Ship To |
| Fort Smith Police Department AR City of Fort Smith / Accounts Payable PO Box 1908 Fort Smith, Arkansas 72902 | Fort Smith Police Department AR ITS Department - Carla Cravens 801 Carnall Avenue, Suite 100 Fort Smith, Arkansas 72901 |

| # | Item & Description | Qty | Rate | Amount |
|---|---|-----|----------|-----------|
| 1 | Contract-NASPO Panasonic NASPO Contract # MA23019 https://na.panasonic.com/us/sites/default/files/2023-09/NASPO_Panasonic_Master%20Agreement%2023019_Executed.pdf | 1 | 0.00 | 0.00 |
| 2 | CF-33YAAAXB Panasonic Mk 4 Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Standard Batteries (2), TPM 2.0, Flat | 17 | 3,450.00 | 58,650.00 |

Warranty

| | | | | |
|---|---|----|--------|----------|
| 3 | FZ-SVCTPNF3YR Panasonic PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2 and 3) | 17 | 300.00 | 5,100.00 |
|---|---|----|--------|----------|

Brother Printers

| | | | | |
|---|---|----|--------|----------|
| 4 | BR-PJ823D2Y14W Panasonic Brother PocketJet8 PJ823 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire). | 17 | 575.00 | 9,775.00 |
|---|---|----|--------|----------|

Sharkfin Antenna

| | | | | |
|---|---|----|--------|----------|
| 5 | SH-IN2440 Panorama Low profile Sharkfin, 5 in 1 Antenna: MiMo 2G/3G/4G LTE, MiMo 2.4/5GHz Wi-Fi, GPS/GNSS, 5m/16 cables for use with IBR600, IBR900, IBR1100. FirstNet compatible. Black | 17 | 265.00 | 4,505.00 |
|---|---|----|--------|----------|

Cradlepoint

| | | | | |
|---|---|----|----------|-----------|
| 6 | Contract-NASPO Cradlepoint NASPO Master Agreement #: AR3189 CradlePoint Inc. https://naspo.valuepoint.org/portfolio/data-communications-2019-2026/cradlepoint-inc/ | 1 | 0.00 | 0.00 |
| 7 | MBA3-R980-5GD-A Cradlepoint 3-yr NetCloud Mobile Router Essentials Plan, Advanced Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or antennas, Global) | 17 | 1,640.00 | 27,880.00 |

L-TRON Scanner

| | | | | |
|---|--|----|--------|----------|
| 8 | 4910LR-152-LTRK-HID I-Tron 4190LR Microphone Style Driver License Reader Kit. Includes: - 2D Barcode Imager Pre-Installed with a Protective Ergonomic Boot and Radio Mic Hanger -Custom Firmware, TraCs 7.x and 10.x Compatible - Coiled 9.5' USB Interface Cable - USB HID | 17 | 485.00 | 8,245.00 |
|---|--|----|--------|----------|

Havis Mount Equipment

| | | | | |
|----|---|----|--------|----------|
| 9 | C-VS-0410-DUR-PM Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-2026 Dodge Durango | 17 | 575.00 | 9,775.00 |
| 10 | C-DMM-3024 Havis Heavy-Duty Dash Mount for 2021-2025 Dodge Durango | 17 | 415.00 | 7,055.00 |
| 11 | C-HDM-207 Havis 3.5" Heavy-Duty Telescoping Pole | 17 | 115.00 | 1,955.00 |

Order Notes:

| # | Item & Description | Qty | Rate | Amount |
|----|---|-----|----------|-----------|
| 12 | MD-ARM-0606 Havis Swivel Arm Mount with 6" base, 6" Extension | 17 | 180.00 | 3,060.00 |
| 13 | C-ARM-108 Havis Side Mounted Swing-Away Flip Up Armrest | 17 | 190.00 | 3,230.00 |
| 14 | C-HDM-307 Havis Heavy Duty Adapter Plate for Swivel Arm Mounts | 17 | 16.00 | 272.00 |
| 15 | PKG-KB-2003 Havis Package - Rugged Chiclet Style Keyboard with Mount (Includes Emergency Key) | 17 | 525.00 | 8,925.00 |
| 16 | HA-33TVDA0P Havis Premium Tablet Vehicle Dock (no pass) for CF-33 and CF-33 with 5G. USB (6), Serial, LAN (2), HDMI, VGA. Includes Havis Power Supply. Features two front USB ports for easy access. Not compatible when tablet is equipped with any Rotating Hand Strap AND one of the following: quick-release SSD or 5G Modem or Long Life Battery. | 17 | 1,055.00 | 17,935.00 |
| 17 | C-VS-0410-DUR-PM Havis Vehicle Specific 14" Angled Console with PocketJet 8 Internal Printer Mount for 2021-2026 Dodge Durango | 17 | 575.00 | 9,775.00 |

Terms & Conditions

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

| | |
|---------------------------------|---------------------|
| Sub Total | 176,137.00 |
| City - Fort Smith - 65-01 (2%) | 3,522.74 |
| County - Sebastian - 65-00 (1%) | 1,761.37 |
| State - AR (6.5%) | 11,448.91 |
| Total | \$192,870.02 |
| Authorized Acceptance Signature | |

Order Notes:

Quote #3007

QUOTE

Fort Smith Police- Vehicle Graphics -Patrol

Thank you for your business!



Graphic Services
 319 Rogers Avenue
 Fort Smith, Arkansas 72901
 479-783-1297
<https://graphicfs.net>
jennifer@graphicfs.net

Created January 15, 2026
Customer Due Date January 30, 2026
Terms Net 30
Total \$25,828.31
Outstanding \$25,828.31

Customer Billing

Fort Smith Police Dept
 Stephen Reed
 100 South 10th St.
 Fort Smith, Arkansas 72901
 479-709-5111 Office, Cell 479-548-2200
Stephen.Reed@Fortsmithepd.org

Customer Shipping

Fort Smith Police Dept
 Stephen Reed
 100 South 10th St.
 Fort Smith, Arkansas 72901

| Category | Item # | Color | Description | Qty | Items | Price | Taxed | Total |
|------------------|--------|-------|---|-----|-------|------------|-------|-------------|
| Vehicle Graphics | | | Reflective Vinyl Graphics 5600 +1360Z +Install (Dodge Durango's) | 17 | 17 | \$1,387.50 | X | \$23,587.50 |

IMPRINT #3007-1

IMPRINT #3007-2

Set up vehicle graphics for 17 Patrol Dodge Durango's.

Print & Cut graphics to be installed.

Total Quantity 17
Item Total \$23,587.50
Fees Total \$0.00
Sub Total \$23,587.50
Tax \$2,240.81 (9.5%)
Total Due \$25,828.31
Paid \$0.00
Outstanding \$25,828.31

Fill out your terms & conditions here: https://www.printavo.com/accounts/invoice_information

QUOTE



INTERNATIONAL
NAME PLATE SUPPLIES LTD.

Date: 01/20/2026

To: Stephen Reed

Company: Fort Smith PD

Phone:

Email:

From: Tammy Bryant

Phone: 903-295-4835 ext 3234

Decals & Installation

Pages: 1

Thank you for the opportunity to quote. We are pleased to offer the following pricing for your consideration.

Quote 1 for Patrol-TOTAL \$16,575.00

17 Qty Vinyl Decals for 2026 Dodge Durangos
\$975.00 Per Vehicle (includes Installation)

Quote 2 for Special Ops-TOTAL \$1,950

2 Qty Vinyl Decals for 2026 Dodge Durangos
\$975.00 Per Vehicle (includes Installation)

This pricing Reflects all 19 Total being completed in one trip.

Tammy Bryant

Sales & Marketing

Please check out our manufacturing capabilities:

www.inps.net/capabilities

Our prices are exclusive of taxes, etc., and are FOB our plant; our terms are net 30 days on approved credit; delivery is determined upon receipt of order; this quote is valid for 90 days. Our manufacturing policy incorporates a 10% over/under run which will be shipped and billed as such. **INPS must be notified of any discrepancies within five days of receipt of order.** If you have any questions, please do not hesitate to call.

12/19/2025

FORT SMITH POLICE DEPT, CITY OF
FT SMITH POLICE DEPT, CITY OF
PO BOX 1908
FORT SMITH, AR 72902

RE: Motorola Quote for APX 4500 dashmount (17)

Dear Skyler Mier,

Motorola Solutions is pleased to present FORT SMITH POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide FORT SMITH POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jesse Freeze at jesse@avc-wireless.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jesse Freeze

Motorola Solutions Manufacturer's Representative

Billing Address:
 FORT SMITH POLICE DEPT, CITY
 OF
 FT SMITH POLICE DEPT, CITY OF
 PO BOX 1908
 FORT SMITH, AR 72902
 US

Quote Date:12/19/2025
 Expiration Date:03/14/2026
 Quote Created By:
 Jesse Freeze
 jesse@avc-wireless.com
 End Customer:
 FORT SMITH POLICE DEPT, CITY OF
 Skyler Mier
 Skyler.Mier@FortSmithpd.org
 479-739-5985

Contract: 19860 - NASPO 00318

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|--------------------|---|-----|------------|------------|-----------------|
| | APX™ 4500 Enhanced | | | | | |
| 1 | M22URS9PW1BN | MOBILE RADIO APX4500 ENHANCED 7/800 MHZ | 17 | \$2,356.00 | \$1,719.88 | \$29,237.96 |
| 1a | QA01648AA | ADD: HW KEY SUPPLEMENTAL DATA | 17 | \$6.42 | \$4.69 | \$79.73 |
| 1b | G831AD | ADD: SPKR 15W WATER RESISTANT | 17 | \$71.00 | \$51.83 | \$881.11 |
| 1c | GA00250AA | ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PPF-100A/240, QMA | 17 | \$118.00 | \$86.14 | \$1,464.38 |
| 1d | GA00580AA | ADD: TDMA OPERATION | 17 | \$530.00 | \$386.90 | \$6,577.30 |
| 1e | GA01576AB | ADD: SMA TO QMA ADAPTER | 17 | \$22.00 | \$16.06 | \$273.02 |
| 1f | QA02812AE | ADD: P25 9600 TRUNKING W/ INTEROPERABILITY | 17 | \$2,436.00 | \$1,778.28 | \$30,230.76 |
| 1g | GA05100AA | ADD: STD WARRANTY - NO ESSENTIAL | 17 | \$0.00 | \$0.00 | \$0.00 |
| 1h | G843AH | ADD: AES ENCRYPTION AND ADP | 17 | \$560.00 | \$381.79 | \$6,490.43 |
| 1i | GA00804AA | ADD: APX O2 CH (GREY) | 17 | \$579.00 | \$394.93 | \$6,713.81 |
| 1j | G444AH | ADD: APX CONTROL HEAD SOFTWARE | 17 | \$0.00 | \$0.00 | \$0.00 |
| 1k | QA03399AA | ADD: ENHANCED DATA APX | 17 | \$177.00 | \$129.21 | \$2,196.57 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc : 500 West Monroe, United States - 60661 - #: 36-1115800

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|-----------------|--------------|-------------------------------------|-----|------------|------------|--------------------|
| 1l | W22BA | ADD: STD PALM MICROPHONE APX | 17 | \$85.00 | \$57.67 | \$980.39 |
| 1m | QA09113AB | ADD: BASELINE RELEASE SW | 17 | \$0.00 | \$0.00 | \$0.00 |
| 1n | G174AD | ADD: ANT 3DB LOW-PROFILE 762-870 | 17 | \$50.00 | \$36.50 | \$620.50 |
| 1o | G66BF | ADD: DASH MOUNT O2 APXM | 17 | \$148.00 | \$100.74 | \$1,712.58 |
| 2 | LSV00Q00202A | DEVICE PROGRAMMING | 17 | \$90.00 | \$90.00 | \$1,530.00 |
| 3 | LSV00Q00203A | DEVICE INSTALLATION | 17 | \$142.86 | \$142.86 | \$2,428.62 |
| Subtotal | | | | | | \$91,417.16 |

Estimated Tax \$8,684.63

Grand Total \$100,101.79(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #. 36-1115800



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-804430-46058EC

Issued: 02/05/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 04/15/2026

Account Number: 164915

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

| SHIP TO | BILL TO |
|---|---|
| Fort Smith Police Dept. - AR 100 S 10th St Fort Smith, AR 72901-3710 USA | Ft Smith Police Dept / Fort Smith Police Dept. - AR 100 S 10th St Fort Smith AR 72901-3710 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--|
| Eduardo Carreras Phone: Email: ecarreras@axon.com Fax: | Dillon Harris Phone: 479-709-5041 Email: dillon.harris@fortsmithpd.org Fax: |

Quote Summary

| | |
|-------------------------------|---------------------|
| Program Length | 34.5 Months |
| TOTAL COST | \$209,447.07 |
| ESTIMATED TOTAL W/ TAX | \$225,167.93 |

Discount Summary

| | |
|--------------------------|---------------------|
| Average Savings Per Year | \$37,487.96 |
| TOTAL SAVINGS | \$107,777.88 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|---------------------|--------------------|---------------------|
| Mar 2026 | \$69,815.69 | \$5,240.28 | \$75,055.97 |
| Jan 2027 | \$69,815.69 | \$5,240.28 | \$75,055.97 |
| Jan 2028 | \$69,815.69 | \$5,240.30 | \$75,055.99 |
| Total | \$209,447.07 | \$15,720.86 | \$225,167.93 |

Quote Unbundled Price: \$314,777.40
 Quote List Price: \$209,135.85
 Quote Subtotal: \$209,447.07

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------|-----------------------------------|-----|------|-----------|------------|-----------|---------------------|--------------------|---------------------|
| Program | | | | | | | | | |
| 80461 | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21 | 25 | | \$115.75 | \$120.38 | \$63,199.50 | \$6,003.96 | \$69,203.46 |
| Fleet3B+TAP | Fleet 3 Basic + TAP | 21 | 35 | \$345.59 | \$201.86 | \$198.98 | \$146,247.57 | \$9,716.90 | \$155,964.47 |
| Total | | | | | | | \$209,447.07 | \$15,720.86 | \$225,167.93 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---------------------|--------|---|-----|-------------------|-------------------------|
| Fleet 3 Basic + TAP | 100469 | AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET | 21 | 1 | 03/15/2026 |
| Fleet 3 Basic + TAP | 101675 | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 21 | 1 | 03/15/2026 |
| Fleet 3 Basic + TAP | 101924 | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT | 21 | 1 | 03/15/2026 |
| Fleet 3 Basic + TAP | 70112 | AXON SIGNAL - VEHICLE | 21 | 1 | 03/15/2026 |
| Fleet 3 Basic + TAP | 72036 | AXON FLEET 3 - STANDARD 2 CAMERA KIT | 21 | 1 | 03/15/2026 |
| Fleet 3 Basic + TAP | 72040 | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT | 21 | 1 | 02/01/2029 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE | 21 | 04/15/2026 | 02/28/2029 |
| Fleet 3 Basic + TAP | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED | 42 | 04/15/2026 | 02/28/2029 |

Services

| Bundle | Item | Description | QTY |
|---------------------|-------|---|-----|
| Fleet 3 Basic + TAP | 73391 | AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED | 21 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80379 | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT | 21 | 03/15/2027 | 02/28/2029 |
| Fleet 3 Basic + TAP | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 21 | 03/15/2027 | 02/28/2029 |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|---------------|------------|-------|------------|---------|
| 1 | 100 S 10th St | Fort Smith | AR | 72901-3710 | USA |

Payment Details

| Mar 2026 | | | | | | |
|----------------|-------------|-----------------------------------|-----|--------------------|-------------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Coterm Payment | 80461 | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21 | \$21,066.50 | \$2,001.32 | \$23,067.82 |
| Coterm Payment | Fleet3B+TAP | Fleet 3 Basic + TAP | 21 | \$48,749.19 | \$3,238.96 | \$51,988.15 |
| Total | | | | \$69,815.69 | \$5,240.28 | \$75,055.97 |

| Jan 2027 | | | | | | |
|------------------|-------------|-----------------------------------|-----|--------------------|-------------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Annual Payment 2 | 80461 | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21 | \$21,066.50 | \$2,001.32 | \$23,067.82 |
| Annual Payment 2 | Fleet3B+TAP | Fleet 3 Basic + TAP | 21 | \$48,749.19 | \$3,238.96 | \$51,988.15 |
| Total | | | | \$69,815.69 | \$5,240.28 | \$75,055.97 |

| Jan 2028 | | | | | | |
|------------------|-------------|-----------------------------------|-----|--------------------|-------------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Annual Payment 3 | 80461 | TRUE UP - FLEET 3 BUNDLE WITH TAP | 21 | \$21,066.50 | \$2,001.32 | \$23,067.82 |
| Annual Payment 3 | Fleet3B+TAP | Fleet 3 Basic + TAP | 21 | \$48,749.19 | \$3,238.98 | \$51,988.17 |
| Total | | | | \$69,815.69 | \$5,240.30 | \$75,055.99 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

2/5/2026

