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
September 16, 2025 ~ 6:00 p.m.
Blue Lion
101 North 2nd Street
Fort Smith, Arkansas

THIS MEETING IS BEING TELECAST LIVE ON THE CITY OF FORT SMITH GOVERNMENT ACCESS CHANNEL (COX CHANNEL 214) AND ONLINE AT THE FOLLOWING LINK:
https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVE MINUTES OF THE SEPTEMBER 2, 2025 REGULAR MEETING

ITEMS OF BUSINESS

1. Items regarding management agreement with OVG Facilities, LLC for the Fort Smith Convention Center: *(City Administrator)* ♦

   1A. Resolution approving and authorizing the Mayor to execute the Second Amendment to the management agreement with OVG Facilities, LLC regarding the agreement term and parking *~ Reviewed at the September 9, 2025 study session ~ (City Administrator)*

   1B. Resolution approving and authorizing the Mayor to execute the Third Amendment to the management agreement with OVG Facilities, LLC regarding off-site catering *~ Reviewed at the September 9, 2025 study session ~ (City Administrator)*

2. Resolution authorizing partial payment to Forsgren, Incorporated for construction of the 2016 SSA Remedial Measures, Sub-Basin S007, Project No. 17-12-C1 *($1,228,815.70 / Budgeted / Water Utilities - 5/8% Sales and Use Tax) (Water Utilities)* ♦ ●

3. Resolution authorizing acquisition of temporary construction easements in connection with the 2016 SSA Remedial Measures, Sub-Basin P008, Project No. 17-13-C1 *($25,582.80 / Budgeted / Water Utilities - 5/8% Sales and Use Tax) (Water Utilities)* ♦ ●

4. Resolution authorizing acquisition of temporary construction easements in connection with the 2017 SSA Remedial Measures, Sub-Basin P009, Project No.19-18-C1 *($2,697.50 / Budgeted / Water Utilities - 5/8% Sales and Use Tax) (Water Utilities)* ♦ ●

5. Resolution authorizing acquisition of temporary construction and sewer utility easements in connection with the 2017 SSA Remedial Measures, Sub-Basin FL02, Project No. 19-19-C1 *($23,589.00 / Budgeted / Water Utilities - 5/8% Sales and Use Tax) (Water Utilities)* ♦ ●

6. Resolution authorizing acquisition of sewer utility easements in connection with the 2017 SSA Remedial Measures, Sub-Basin MC06, Project No. 19-15-C1 *($70,260.00 / Budgeted / Water Utilities - 5/8% Sales and Use Tax) (Water Utilities)* ♦ ●

7. Consent Agenda

   7A. Resolution approving and authorizing the Mayor to execute a loaned personnel agreement with Burns & McDonnell Engineering, Inc. for staff augmentation services for the Engineering Department *(Not to Exceed $317,493.00 / Budgeted / Engineering - Budgeted Personnel Funds) (City Administrator)*

   7B. Resolution adopting annual audit requirements, retaining FORVIS MAZARS, LLP as external auditors and authorizing the Mayor to execute a contract with FORVIS MAZARS, LLP for the purpose of auditing the City's 2025 financial statements *($195,000.00 / Budgeted / Finance - General Fund) (Finance)*

   7C. Resolution authorizing the acquisition of water utility easements and temporary construction easement in connection with the Racetrack Road Waterline Improvements, Project No. 24-15 *($7,379.44 / Budgeted / Water Utilities - 6505 Capital Improvement Funds) (Water Utilities)* ♦

   7D. Resolution accepting completion and authorizing final payment providing construction management services for Creekmore Park Pool Bathhouse and Diving Well Enclosure *($324,144.00 / Budgeted / Parks and Recreation - Excess Sales Tax Revenue & 1/8% Sales and Use Tax) (Parks & Recreation)* ♦

   7E. Resolution accepting completion and authorizing final payment to Beshears Construction, Inc. for construction of Creekmore Park Parking Lot Improvements, Phase II *($150,514.37 / Budgeted / Parks and Recreation - 1/8% Sales and Use Tax) (Parks & Recreation)* ♦

7F. Resolution accepting the bid and authorizing the Mayor to execute a contract with Nicosia Consulting International, LLC for the construction of a CNG Time Fill Upgrade to the existing Transit Fast Fill facility, Project No. 24-62 *($746,502.00 / Budgeted / Transit - 53150 Capital Outlay Improvements Other) (Transit)* ♦

7G. Resolution authorizing the purchase of a large heavy duty transit bus from Gillig, LLC *($724,700.00 / Budgeted / Transit - 01016550-53110 Capital Outlay Vehicles) (Transit)* ♦

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments: Central Business Improvement District (3)

ADJOURN

MEMORANDUM

TO: Mayor McGill & Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: September 11, 2025

SUBJECT: Amendments to the agreement with OVG Facilities, LLC regarding management of the Fort Smith Convention Center

SUMMARY

At the September 9, 2025 study session, the Board of Directors discussed a draft amendment to that proposed several changes to the existing agreement with OVG Facilities, LLC regarding management of the city-owned Fort Smith Convention Center/ArcBest Performing Arts Center.

The proposed amendments include:

1. Adjustment to the term of the agreement.
2. Adjustment to the provisions regarding food & beverage catering services.
3. Adjustment incorporating parking advisory services.
4. Adjustment to incorporate provisions for managing an Event Promotion fund.

The Board of Directors discussed all items and requested that the components of the document, specifically the provisions for off-site catering adjustment and the creation/management of an Event Promotion Fund, be separated out when brought to the Board for approval.

To this end, two separate resolutions authorizing two separate agreement amendments are included for the Board's consideration at the September 16, 2025 regular meeting. The resolutions and agreements presented include:

1. Resolution approving a Second Amendment to the agreement with OVG Facilities, LLC regarding the agreement's term and incorporating a parking services provision, and

2. Resolution approving a Third Amendment to the agreement with OVG Facilities, LLC regarding off-site food & beverage catering services.

These amendments are brought forward for the Board's consideration as measures that will enhance ongoing services as the facility and improve the facility's operating revenues, which will reduce the facility's dependence on the city's General Fund to sustain operations.

An additional amendment regarding the Event Promotion Fund may be brought for consideration at a future meeting, depending in part on the outcome of current discussions regarding the city's FY2026 budget.

These items support Goal FLU-3.5 of the Future Fort Smith Comprehensive Plan (improve entertainment options in downtown).

Please contact me with any questions regarding these agenda items.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE MANAGEMENT AGREEMENT WITH OVG FACILITIES, LLC REGARDING THE AGREEMENT TERM AND PARKING

WHEREAS, the City of Fort Smith entered into a Management Agreement with OVG Facilities, LLC on December 1, 2020, as authorized by Resolution No. R-143-20 approved November 10, 2020, to which the City granted OVG Facilities, LLC the exclusive right to manage and operate the Fort Smith Convention Center; and

WHEREAS, a First Amendment to said agreement was authorized by Resolution No. R-206-24 approved December 19, 2024.

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

SECTION 1: The Second Amendment to the Management Agreement with OVG Facilities, LLC regarding the agreement term and parking, as attached hereto and incorporated herein, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute such Second Amendment referenced in Section 1.

This Resolution adopted this ____16th___ day of September, 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form:



_____
No Publication Required

SECOND AMENDMENT TO THE MANAGEMENT AGREEMENT

This Second Amendment to the Management Agreement (this "**Second Amendment**") is effective as of September 1, 2025 (the "**Second Amendment Effective Date**") between OVG Facilities, LLC d/b/a Oak View Group ("**Manager**"), and (ii) City of Fort Smith, Arkansas ("**Client**").

RECITALS

1. Manager and Client are parties to that certain Management Agreement dated as of December 1, 2020, as amended by the First Amendment to the Management Agreement, dated July 1, 2024 (the "**First Amendment**" and collectively, the "**Agreement**") pursuant to which the Client granted to Manager the exclusive right to manage and operate the Facility, including the provision of food and beverage services at the Facility (as defined in the Agreement).

2. The parties have agreed to extend the term of the Agreement, and in connection with such extension modify or update other terms and conditions of the Agreement.

3. Accordingly, Client and Manager desire to amend the Agreement, as described pursuant to the terms hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

1. **Definitions.** All of the defined terms and definitions set forth in the Agreement shall apply to and are incorporated into this Second Amendment, except that any modifications thereto and/or all other defined terms and definitions set forth is this Second Amendment shall apply.

2. **Updated Term.** The parties have agreed to extend the Term of the Agreement, and as a result Section 4.1 of the Agreement shall be deleted in its entirety and replaced with the following:

> "Section 4.1 Term. The term of this Agreement means the period between the Effective Date and the December 31, 2028 ("**Initial Term**") shall, unless earlier terminated pursuant to the provisions of Section 4.2 below. In addition, the Initial Term shall automatically extend for one additional two-year period (concluding December 31, 2030) (the "**Renewal Term**") unless Client delivers notice to Manager of its intention to decline such option no later than one hundred and twenty (120) days prior to the conclusion of the Initial Term. The Initial Term and Renewal Term, as applicable, shall be referred to as the "**Term**."

3. **Additional Parking Obligations**. The parties have agreed to incorporate additional parking management responsibilities, subject to payment of an additional fee. As a result, the following shall be added as a new Section 2.1 (d) (and Exhibit F, as attached to this Second Amendment) as follows:

> "(d) In addition, Manager shall perform additional parking management services as set forth on Exhibit F, attached hereto (the "**Parking Services**"). As compensation to Manager for its provision of the Parking Services, Client shall pay Manager the fees as set forth on Exhibit F, in accordance with its terms and conditions. For avoidance of doubt, all revenue generated from the Parking Servies shall constitute Gross Operating Revenue for purposes of this Agreement."

4. **Modification of Section 17.5 of the Agreement.** The parties have agreed to modify the assignment provision in the Agreement. Accordingly, Section 17.5 of the Agreement shall be deleted in its entirety and replaced with the following:

> "Section 17.5 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; however, Manager or Client may, without the prior written consent of the other, assign this Agreement and/or its rights and obligations hereunder (i) to any person or entity who succeeds (whether by merger, consolidation or sale of assets or equity or the like) to all or substantially all of the business and properties of such party, or (ii) in connection with a corporate restructuring, to any person who is an owner, parent, subsidiary or affiliate of such party, and who carries on the business of such party in substantially the same manner. Any assignee of Manager or Client pursuant to the preceding sentence must agree in writing to assume the assignor's obligations hereunder, in whole or in part (as applicable), in order for such assignment to become effective. This Agreement shall be binding on the parties' successors and permitted assigns."

5. **Incorporation of Agreement.** The modifications, amendments and additions to the Agreement described herein, and the defined terms set forth in this Second Amendment, shall be incorporated into the Agreement as of the Second Amendment Effective Date.

6. **Continuation of Terms of Agreement.** This Second Amendment and the Agreement are to be read together and *in pari materia* but to the extent of any inconsistency between any term of this Second Amendment and any term of the Agreement, the terms of this Second Amendment shall control and prevail. Except as otherwise specifically modified and amended by this Second Amendment as of the Second Amendment Effective Date, all of the terms and conditions of the Agreement shall continue to be binding and effective.

7. **Counterparts.** This Second Amendment may be executed in two or more counterparts, each of which shall be considered an original.

8. **Entire Agreement.** This Second Amendment constitutes the entire understanding of the parties with respect to modifications and amendments described herein.

9. **Applicable Law**. This Second Amendment shall be construed and interpreted in accordance with the laws of the State of Arkansas, without regard to conflict of laws.

10. **Authority**. The parties acknowledge, warrant and represent that each has the full right, authority and power to enter into this Second Amendment. The parties further acknowledge, warrant and represent that the execution by the individuals noted below for such party, and the delivery and performance by the parties of this Second Amendment has been and/or shall be duly authorized by all necessary action of the parties and no other action on the part of the respective parties is required in connection therewith and that this Second Amendment and each agreement, document and instrument executed and delivered pursuant to this Second Amendment constitutes, or when executed and delivered will constitute, valid and binding obligations of the respective parties enforceable in accordance with their terms.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the Second Amendment Effective Date.

CITY OF FORT SMITH	**OVG FACILITIES, LLC**
By: _____	By: _____
Print Name: _____ Print Title: _____	Print Name: _____ Print Title: _____

EXHIBIT F
PARKING SERVICES

1. Project Overview

The City seeks to modernize its parking operations by implementing a digital payment system and enforcement platform that improves customer convenience, operational efficiency, and revenue collection. OVG Parking & Mobility Services will provide advisory services for evaluating, selecting, and planning the implementation of parking technology solutions. These may include:

- **Digital payment platforms** (mobile apps, web portals, pay stations, etc.)
- **Enforcement solutions** utilizing **License Plate Recognition (LPR) technology** and/or **handheld enforcement devices**

2. Objectives

- Identify and evaluate technology options that align with the City's operational, financial, and customer service goals.
- Develop a comparative analysis of enforcement approaches (LPR vs. handheld enforcement) including cost, scalability, and ease of integration.
- Recommend the most effective digital payment and enforcement solution(s) for the City.
- Provide an implementation roadmap to ensure a smooth rollout with minimal disruption to stakeholders.

3. Scope of Work

Phase 1: Needs Assessment & Discovery

- Meet with City stakeholders to define project goals, priorities, and success metrics.
- Review existing parking policies, infrastructure, and enforcement processes.
- Assess current payment and citation collection workflows.

Phase 2: Market Research & Technology Review

- Identify qualified vendors of digital payment platforms and enforcement technology (LPR systems, handheld enforcement devices).
- Prepare a market scan including vendor capabilities, integration options, and references from peer cities.
- Evaluate potential compatibility with existing City systems (finance, citation management, GIS, etc.).

Phase 3: Comparative Analysis

- Develop a cost-benefit analysis of LPR enforcement versus handheld enforcement (including upfront capital, operating costs, staffing, accuracy, and long-term scalability).
- Compare mobile payment-only environments versus hybrid approaches (mobile + kiosks).
- Prepare a vendor comparison matrix (functionality, pricing, support, integration, compliance with open standards).

Phase 4: Recommendations

- Present findings and recommend a preferred payment and enforcement approach.

- Provide a shortlist of recommended vendors and solutions that best fit the City's requirements.
- Deliver draft RFP language or procurement specifications to support competitive solicitation, if applicable.

Phase 5: Implementation Planning

- Develop a high-level implementation roadmap including timeline, budget ranges, staffing impacts, and community outreach strategies.
- Recommend policies and procedures to support digital adoption (e.g., grace periods, citation workflows).
- Provide training and change-management guidance for enforcement staff and customer service personnel.
- Procurement or negotiation of vendor contracts
- Installation or configuration of technology systems

4. Deliverables

- Needs Assessment Report
- Market Scan & Vendor Landscape Report
- Comparative Analysis Matrix (LPR vs. handheld; vendor comparison)
- Recommendations Report with vendor shortlist
- Draft RFP/procurement specifications (if required)
- Implementation Roadmap

5. Timeline

Estimated project duration: **12–16 weeks**, subject to City scheduling and data availability.

6. Roles & Responsibilities

- **OVG Parking & Mobility:** Lead research, analysis, recommendations, and documentation. Facilitate stakeholder engagement sessions.
- **City:** Provide access to existing data, staff, and stakeholders. Participate in review sessions and provide timely feedback.

7. Consulting Fee

- Services will be provided at no cost to the City of Ft. Smith.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE MANAGEMENT AGREEMENT WITH OVG FACILITIES, LLC REGARDING OFF-SITE CATERING

WHEREAS, the City of Fort Smith entered into a Management Agreement with OVG Facilities, LLC on December 1, 2020, as authorized by Resolution No. R-143-20 approved November 10, 2020, to which the City granted OVG Facilities, LLC the exclusive right to manage and operate the Fort Smith Convention Center; and

WHEREAS, a First Amendment to said agreement was authorized by Resolution No. R-206-24 approved December 19, 2024, and

WHEREAS, a Second Amendment to said agreement was authorized by Resolution No. _____ approved September 16, 2025.

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

SECTION 1: The Third Amendment to the Management Agreement with OVG Facilities, LLC regarding off-site catering, as attached hereto and incorporated herein, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute such Third Amendment referenced in Section 1.

This Resolution adopted this ____16th____ day of September, 2025.

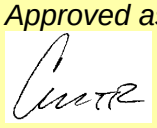
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form:



_____
No Publication Required

THIRD AMENDMENT TO THE MANAGEMENT AGREEMENT

This Third Amendment to the Management Agreement (this "**Third Amendment**") is effective as of September 1, 2025 (the "**Third Amendment Effective Date**") between OVG Facilities, LLC d/b/a Oak View Group ("**Manager**"), and (ii) City of Fort Smith, Arkansas ("**Client**").

RECITALS

1. Manager and Client are parties to that certain Management Agreement dated as of December 1, 2020, as amended by the First Amendment to the Management Agreement, dated July 1, 2024 and the Second Amendment dated September 1, 2025 (as amended, the "**Agreement**") pursuant to which the Client granted to Manager the exclusive right to manage and operate the Facility, including the provision of food and beverage services at the Facility (as defined in the Agreement).

2. The parties have agreed to extend the term of the Agreement, and in connection with such extension modify or update other terms and conditions of the Agreement.

3. Accordingly, Client and Manager desire to amend the Agreement, as described pursuant to the terms hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

1. **Definitions.** All of the defined terms and definitions set forth in the Agreement shall apply to and are incorporated into this Third Amendment, except that any modifications thereto and/or all other defined terms and definitions set forth is this Third Amendment shall apply.

2. **Updated Section 2.3 Regarding Off-Site Catering Services.** The parties have agreed to modify the off-site catering terms that were negotiated and incorporated into the First Amendment to reflect that such off-site catering services are no longer restricted to those relating to events held at the Facility. Accordingly, Section 2.3 of the Agreement shall be modified as set forth below:

> "Section 2.3 Off-Site Catering. Client grants Manager the right to provide its food and beverage catering in connection with ~~certain~~ any off-site events ~~that directly support events at the Facility~~ (the "**Off-Site Catering Events**"), subject to the following terms. All Off-Site Catering Events shall be performed using Facility materials, including on-site food and beverage inventory and equipment, with costs thereof to be Food and Beverage Expenses, and all revenue generated from such Off-Site Catering Events shall be considered Gross Food and Beverage Revenue. Manager shall develop a form agreement for all Off-Site Catering Events which shall be subject to Client's review and approval."

3. **Modification of Exhibit C of the Agreement.** The parties have agreed to add the off-site catering services as part of the term "Services" as defined in Section 2.1 of the Agreement. Accordingly, Exhibit C of the Agreement is hereby amended to add the following new subsection (y):

> "y) Subject to the terms and conditions set forth herein, manage the Off-Site Catering Events, including but not limited to food preparation and service."

4. **Incorporation of Agreement.** The modifications, amendments and additions to the Agreement described herein, and the defined terms set forth in this Third Amendment, shall be incorporated into the Agreement as of the Third Amendment Effective Date.

5. **Continuation of Terms of Agreement.** This Third Amendment and the Agreement are to be read together and *in pari materia* but to the extent of any inconsistency between any term of this Third Amendment and any term of the Agreement, the terms of this Third Amendment shall control and prevail. Except as otherwise specifically modified and amended by this Third Amendment as of the Third Amendment Effective Date, all of the terms and conditions of the Agreement shall continue to be binding and effective.

6. **Counterparts.** This Third Amendment may be executed in two or more counterparts, each of which shall be considered an original.

7. **Entire Agreement.** This Third Amendment constitutes the entire understanding of the parties with respect to modifications and amendments described herein.

8. **Applicable Law**. This Third Amendment shall be construed and interpreted in accordance with the laws of the State of Arkansas, without regard to conflict of laws.

9. **Authority**. The parties acknowledge, warrant and represent that each has the full right, authority and power to enter into this Third Amendment. The parties further acknowledge, warrant and represent that the execution by the individuals noted below for such party, and the delivery and performance by the parties of this Third Amendment has been and/or shall be duly authorized by all necessary action of the parties and no other action on the part of the respective parties is required in connection therewith and that this Third Amendment and each agreement, document and instrument executed and delivered pursuant to this Third Amendment constitutes, or when executed and delivered will constitute, valid and binding obligations of the respective parties enforceable in accordance with their terms.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed as of the Third Amendment Effective Date.

CITY OF FORT SMITH	**OVG FACILITIES, LLC**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Admimistrator

FROM: Lance A. McAvoy, Director of Water Utilities

DATE: September 8, 2025

SUBJECT: Partial Payment No.8 to Forsgren Inc. for 2016 SSA Remedial Measures, Sub-Basin S007

SUMMARY

The bid of Forsgren, Inc. in the amount of $8,231,278.00 was approved by the Board November 19, 2024. Change Order 1 was approved on June 17, 2025, in the amount of $235,067.75 to address deterioration of some line segments and manholes discovered during construction. The total adjusted contract is $8,466,345.75. The scope of this Consent Decree project consists of remediation of approximately 3,794 linear feet of 8-inch and 200 linear feet of 12-inch diameter sanitary sewer line replacement by pipe burst methods, 2,331 linear feet of 8-inch and 603 linear feet of 12-inch remediation by CIPP; the installation of 73 clean outs; the replacement of 27, 48-inch diameter manholes; the lining of 38 manholes; and the replacement of 17 manhole frame and covers. A location map, August 2025 construction photos and project summary sheet are attached for reference.

A Resolution authorizing the Mayor to approve partial payment number 8 in the amount of $1,228,815.70 to Forsgren, Inc. is attached. Funding for this project is available through the 5/8% sales tax dedicated to Consent Decree projects.

This project aligns with the goals of the comprehensive plan policy TI-5.2 (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. 9-16-25_Item_ID_2157_Resolution_Utilities.pdf
2. 9-16-25_Item_ID_2157_Attachment_Utilities RESIZE.pdf

FISCAL IMPACT: *$1,228,815.70*
BUDGET INFORMATION: *Budgeted / Water Utilities - 5/8% Sales and Use Tax*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING PARTIAL PAYMENT TO FORSGREN, INCORPORATED FOR THE CONSTRUCTION OF THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN S007, PROJECT NO. 17-12-C1

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

Payment in the amount of $1,228,815.70 for Periodic Payment Estimate Eight to Forsgren, Incorporated is hereby approved for the construction of the 2016 SSA Remedial Measures, Sub-Basin S007, Project No. 17-12-C1 (Construction).

This Resolution adopted this _____day of September 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

Project Summary

Project Name:
2016 SSA Remedial Measures - Sub-Basin S007

Project Status:
In Progress

Project Number:
17-12-C1

Today's Date:
September 5, 2025

Project Engineer:
Ben Fears

Staff Contact Name:
Lance McAvoy

Project Contractor:
Forsgren, Inc

Staff Contact Phone:
479-784-2242

Notice to Proceed Issued:
12/19/2024

	Dollar Amount	Contract Time (Days)
Original Contract Amount:	$8,231,278.00	407
Change Order(s) To Date:	$235,067.75	60
Adjusted Contract:	$8,466,345.75	467

Payments to date (as negative):	-$3,876,204.54
Partial Payment this estimate:	$1,228,815.70
Retainage Held (Approved to date)	$265,902.87
Current Contract Balance Remaining	$4,590,141.21
Contract Balance After Partial Payment	$3,361,325.51

PAY APPLICATION

17-12-C1 - 2016 SSA Remedial Measures - Sub-Basin S007

Date: 09/03/2025
Pay App No.: 8
Work From: 08/03/2025
Work To: 08/30/2025

Contractor:
Forsgren, Inc.
3000 North 23rd Street
Fort Smith, AR 72902

Notice To Proceed Date: 12/19/2024
Days For Substantial Completion: 377
Recommended Days:
Total Days: 377
Date For Substantial Completion: 12/31/2025
Days For Final Completion: 30
Additional Days:
Total Days: 30
Date For Final Completion: 01/30/2026

Project Items							Pay Application #8					
#	Spec. No.	Units	Description	Quantity	Unit Cost	Total Cost	Previously Completed		Completed This Estimate	Total Completed	Total this Esimate	Total Amount to Date
			Base Bid									
1	600	LS	Performance & Payment Bond	1	$ 50,700.00	$ 50,700.00	1.00	100%	-	1.00 100%	$ -	$ 50,700.00
2	120.01	LS	Maintenance of Traffic and Traffic Control	1	$ 275,000.00	$ 275,000.00	0.48	48%	0.10	0.58 58%	$ 27,500.00	$ 159,500.00
3	141	LS	Construction Erosion Control	1	$ 50,000.00	$ 50,000.00	0.48	48%	0.10	0.58 58%	$ 5,000.00	$ 29,000.00
4	201.01	LS	Site Preparation	1	$ 1,095,000.00	$ 1,095,000.00	0.50	50%	0.50	1.00 100%	$ 547,500.00	$ 1,095,000.00
5	201.04	LS	Trench or Excavation Safety System	1	$ 250,000.00	$ 250,000.00	0.48	48%	0.10	0.58 58%	$ 25,000.00	$ 145,000.00
6	201.05	LS	Clearing and Grubbing	1	$ 200,000.00	$ 200,000.00	0.50	50%	0.15	0.65 65%	$ 30,000.00	$ 130,000.00
7	201.07	SY	R&D of Concrete Driveways & Sidewalks	117	$ 28.00	$ 3,276.00	219.08	187%	8.11	227.19 194%	$ 227.08	$ 6,361.32
8	202.04	LF	R&D of Concrete Curb & Curb/Gutter	39	$ 18.00	$ 702.00	35.00	90%	27.50	62.50 160%	$ 495.00	$ 1,125.00
9	202.08	LF	R & D of Storm Drain Pipe (up to 24")	24	$ 55.00	$ 1,320.00	0.00	0%	-	- 0%	$ -	$ -
10	205	EA	Clearing and Grubbing Trees (13" to 34" Dia.)	4	$ 6,400.00	$ 25,600.00	11.00	275%	-	11.00 275%	$ -	$ 70,400.00
11	205.02	LF	Pipe Casing - 10" to 16" Steel	400	$ 155.00	$ 62,000.00	35.00	9%	18.00	53.00 13%	$ 2,790.00	$ 8,215.00
12	205.066	LF	Sanitary Sewer Trenching & Backfilling 0'-4'	1199	$ 18.00	$ 21,582.00	71.00	6%	-	71.00 6%	$ -	$ 1,278.00
13	205.081	LF	Sanitary Sewer Trenching & Backfilling 4'-8'	3678	$ 26.00	$ 95,628.00	1438.00	39%	209.00	1,647.00 45%	$ 5,434.00	$ 42,822.00
14	205.082	LF	Sanitary Sewer Trenching & Backfilling 8'-12'	320	$ 52.00	$ 16,640.00	0.00	0%	-	- 0%	$ -	$ -
15	205.083	CY	Flowable Fill	244	$ 240.00	$ 58,560.00	200.35	82%	15.00	215.35 88%	$ 3,600.00	$ 51,684.00
16	206.01	SY	Seeding, Fertilizing, & Mulching	1551	$ 3.00	$ 4,653.00	3624.55	234%	-	3,624.55 234%	$ -	$ 10,873.65
17	290.01	SY	Solid Sodding	988	$ 14.00	$ 13,832.00	1352.03	137%	-	1,352.03 137%	$ -	$ 18,928.42
18	290.04	SY	Aggregate Base Course for Driveways (4" Thickness)	45	$ 14.00	$ 630.00	132.00	293%	-	132.00 293%	$ -	$ 1,848.00
19	305.11	GL	Tack Coat	50	$ 12.00	$ 600.00	31.00	62%	-	31.00 62%	$ -	$ 372.00
20	320.02	TN	ACHM Surface Course (Type 3) 3" Thickness	87	$ 365.00	$ 31,755.00	49.53	57%	5.00	54.53 63%	$ 1,825.00	$ 19,903.45
21	330.05	SY	Deep Patch	183	$ 90.00	$ 16,470.00	260.76	142%	37.00	297.76 163%	$ 3,330.00	$ 26,798.40
22	370.06	LF	Curb & Gutter (Type A - Barrier)	70	$ 56.00	$ 3,920.00	41.00	59%	27.50	68.50 98%	$ 1,540.00	$ 3,836.00
23	410.01	SY	Conc. Pavement Apron (6" Thickness)	14	$ 175.00	$ 2,450.00	0.00	0%	-	- 0%	$ -	$ -
24	420.01	SY	Conc. Driveway (6" Thickness)	120	$ 125.00	$ 15,000.00	179.44	150%	-	179.44 150%	$ -	$ 22,430.00
25	430.03	SY	Conc. Sidewalk (6" Thickness)	7	$ 185.00	$ 1,295.00	33.43	478%	-	33.43 478%	$ -	$ 6,184.55
26	440.03	LF	15" RCP Class III	24	$ 145.00	$ 3,480.00	0.00	0%	-	- 0%	$ -	$ -
27	501.021	LF	36" RCP Class III	20	$ 290.00	$ 5,800.00	0.00	0%	-	- 0%	$ -	$ -
28	501.061	LF	Heavy Cleaning	2298	$ 11.00	$ 25,278.00	2255.00	98%	86.00	2,341.00 102%	$ 946.00	$ 25,751.00
29	701.0101	LF	Post-CCTV Sewer Main & Normal Cleaning (6-Inch Diameter)	1265	$ 8.00	$ 10,120.00	857.00	68%	-	857.00 68%	$ -	$ 6,856.00
30	701.SP1	LF	Post-CCTV Sewer Main & Normal Cleaning (8-Inch Diameter)	18339	$ 7.00	$ 128,373.00	3314.00	18%	-	3,314.00 18%	$ -	$ 23,198.00
31	701.0201	LF	Post-CCTV Sewer Main & Normal Cleaning (10-inch Diameter)	320	$ 10.00	$ 3,200.00	0.00	0%	-	- 0%	$ -	$ -
32	701.0202	LF	Post-CCTV Sewer Main & Normal Cleaning (12-inch Diameter)	722	$ 10.00	$ 7,220.00	0.00	0%	-	- 0%	$ -	$ -
33	701.0203	LF	Post-CCTV Sewer Service Line	290	$ 2.00	$ 580.00	0.00	0%	-	- 0%	$ -	$ -
34	701.0301	LF	Sewer Pipe (6-Inch, PVC SDR 35)	259	$ 118.00	$ 30,562.00	53.00	20%	-	53.00 20%	$ -	$ 6,254.00
35	702.SP1	LF	Sewer Pipe (8-inch, PVC SDR 35)	4944	$ 135.00	$ 667,440.00	1527.00	31%	209.00	1,736.00 35%	$ 28,215.00	$ 234,360.00
36	702.0101	LF	Sewer Pipe (12-inch, PVC SDR 35)	54	$ 485.00	$ 26,190.00	36.50	68%	-	36.50 68%	$ -	$ 17,702.50
37	702.0103	LF	Sewer Service Line (4-inch, PVC Sch. 40) Open Cut	2025	$ 57.00	$ 115,425.00	1036.00	51%	559.60	1,595.60 79%	$ 31,897.20	$ 90,949.20
38	702.0203	EA	Sewer Service Wyes (8" x 4")	90	$ 475.00	$ 42,750.00	31.00	34%	9.00	40.00 44%	$ 4,275.00	$ 19,000.00
39	702.0301	EA	Sewer Service Clean-Outs (4-inch)	267	$ 500.00	$ 133,500.00	116.00	43%	50.00	166.00 62%	$ 25,000.00	$ 83,000.00
40	702.0401	EA	Standard Depth Manhole (4-Foot Diameter, 6 Feet and Less)	28	$ 6,450.00	$ 180,600.00	13.20	47%	-	13.20 47%	$ -	$ 85,140.00
41	703.0101	VF	Additional Depth for Manhole (4-Foot Diameter)	23	$ 290.00	$ 6,670.00	13.00	57%	-	13.00 57%	$ -	$ 3,770.00
42	703.0201	EA	Manhole Drops (4 Feet and Less)	6	$ 4,300.00	$ 25,800.00	0.00	0%	-	- 0%	$ -	$ -
43	703.0301	LF	Additional Height Manhole Drops	8	$ 675.00	$ 5,400.00	0.00	0%	-	- 0%	$ -	$ -
44	703.0401	EA	Concrete Cap	2	$ 1,900.00	$ 3,800.00	3.00	150%	1.00	4.00 200%	$ 1,900.00	$ 7,600.00

45	703.0601	LF	CIPP Sewer Main (8-inch, Felt)	3443	$	64.00	$	220,352.00	0.00	0%	-	-	0%	$	-	$ -
46	705.0101	LF	CIPP Sewer Main (10-inch, Felt)	363	$	70.00	$	25,410.00	0.00	0%	-	-	0%	$	-	$ -
47	705.0102	LF	CIPP Sewer Main (12-inch, Felt)	330	$	145.00	$	47,850.00	0.00	0%	-	-	0%	$	-	$ -
48	706.0103	EA	Service Lateral Reinstatement After CIPP of Main (4- inch)	42	$	300.00	$	12,600.00	0.00	0%	-	-	0%	$	-	$ -
49	705.0401	EA	Remove and Replace Manhole Frame and Covers (Non- Locking)	21	$	1,900.00	$	39,900.00	19.00	90%	-	19.00	90%	$	-	$ 36,100.00
50	706.0101	EA	Manhole Lining Up to 6 Feet Deep (4-Foot Diameter, Portland-Based Cementitious)	41	$	1,450.00	$	59,450.00	10.00	24%	30.00	40.00	98%	$	43,500.00	$ 58,000.00
51	706.0601	VF	Additional Depth for Manhole Lining (4-Foot Diameter, Portland-Based Cementitious)	17	$	250.00	$	4,250.00	4.00	24%	14.50	18.50	109%	$	3,625.00	$ 4,625.00
52	706.0701	EA	Connect Sewer Main Pipe to Existing Manhole	86	$	2,650.00	$	227,900.00	46.00	53%	9.00	55.00	64%	$	23,850.00	$ 145,750.00
53	706.1101	EA	Remove Existing Manhole	28	$	4,200.00	$	117,600.00	12.00	43%	-	12.00	43%	$	-	$ 50,400.00
54	706.1301	LF	Pipe Bursting (8-inch , HDPE SDR 17)	6051	$	300.00	$	1,815,300.00	4094.00	68%	1,058.00	5,152.00	85%	$	317,400.00	$ 1,545,600.00
55	707.0101	LF	Pipe Bursting (12-inch , HDPE SDR 17)	346	$	425.00	$	147,050.00	0.00	0%	-	-	0%	$	-	$ -
56	707.0103	EA	Service Lateral Reinstatement After Pipe Burst of Main (4-inch)	119	$	3,400.00	$	404,600.00	50.00	42%	21.00	71.00	60%	$	71,400.00	$ 241,400.00
57	707.0201	EA	MLCIPL Up to 3 Feet (4-inch)	55	$	5,800.00	$	319,000.00	0.00	0%	-	-	0%	$	-	$ -
58	708.0101	LF	Additional Length for MLCIPL (4-inch)	327	$	40.00	$	13,080.00	0.00	0%	-	-	0%	$	-	$ -
59	708.0201	LF	Remove and Reconstruct Fence (up to 4' Tall Chain Link)	401	$	75.00	$	30,075.00	20.00	5%	30.00	50.00	12%	$	2,250.00	$ 3,750.00
60	907.8	LF	Remove and Reconstruct Fence (5' to 6' Tall Chain Link)	32	$	160.00	$	5,120.00	0.00	0%	-	-	0%	$	-	$ -
61	907.81	LF	Remove and Reconstruct Fence (5' to 6' Tall Wood)	32	$	185.00	$	5,920.00	0.00	0%	-	-	0%	$	-	$ -
62	907.84	EA	Minor Point Repair (<15 FT)	52	$	18,500.00	$	962,000.00	32.00	62%	5.00	37.00	71%	$	92,500.00	$ 684,500.00
63	SP.1	CY	Granular Backfill	917	$	60.00	$	55,020.00	481.60	53%	95.40	577.00	63%	$	5,724.00	$ 34,620.00
64	0	LS	8" Ductile Iron Wtr & Connections	0	$	7,472.00	$	-	1.00	#DIV/0!	-	1.00	#DIV/0!	$	-	$ 7,472.00
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0	0	0	0	0		Sub-Total	$	8,231,278.00					Sub-Total	$	1,306,723.28	$ 5,318,057.49

Total	$ 8,231,278.00

Total Work Completed To Date		$ 5,318,057.49
Retainage to Date	5%	$ 265,902.87
Materials Stored		$ 52,865.62
Total Due to Date		$ 5,105,020.24
Previous Payements		$ 3,876,204.54
Final Amount Due This Estimate		$ 1,228,815.70

Approved (Engineer): Winter Starr

Date: 9-4-2025

Approved (Contractor): Bruce E Nix

Date: 09/05/2025

Approved (Owner): Brian Atkins

Date: 9/5/2025

Change Order 1 will be added to original contract amount once work on that portion of the project begins.

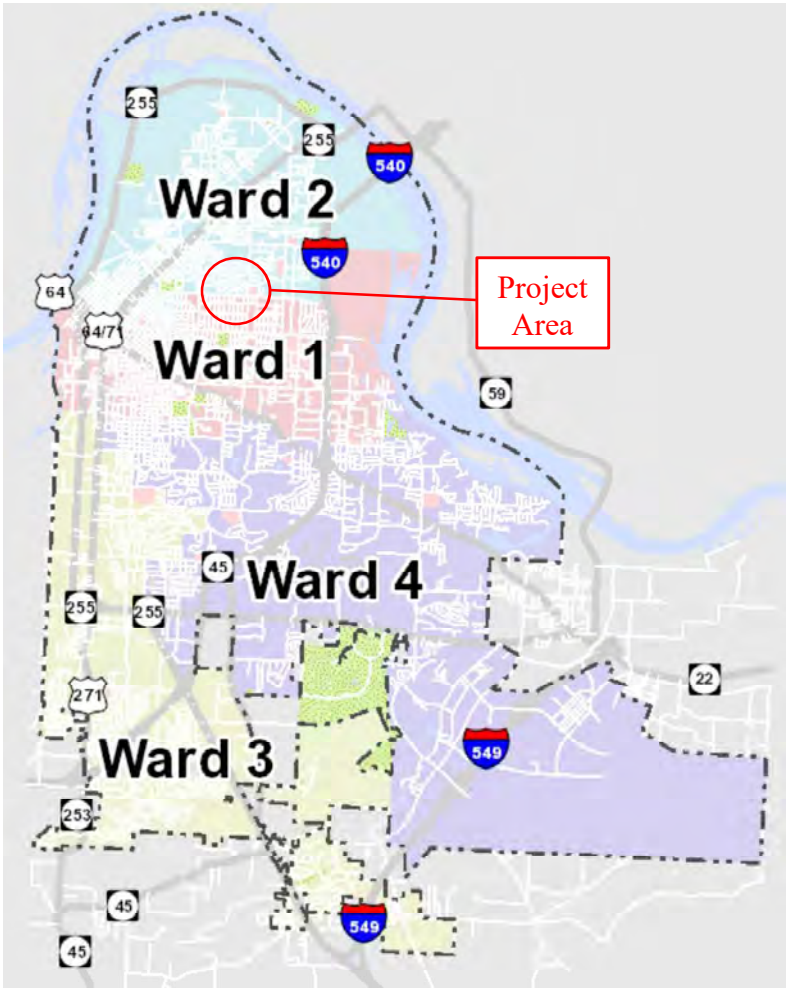
PAY APPLICATION

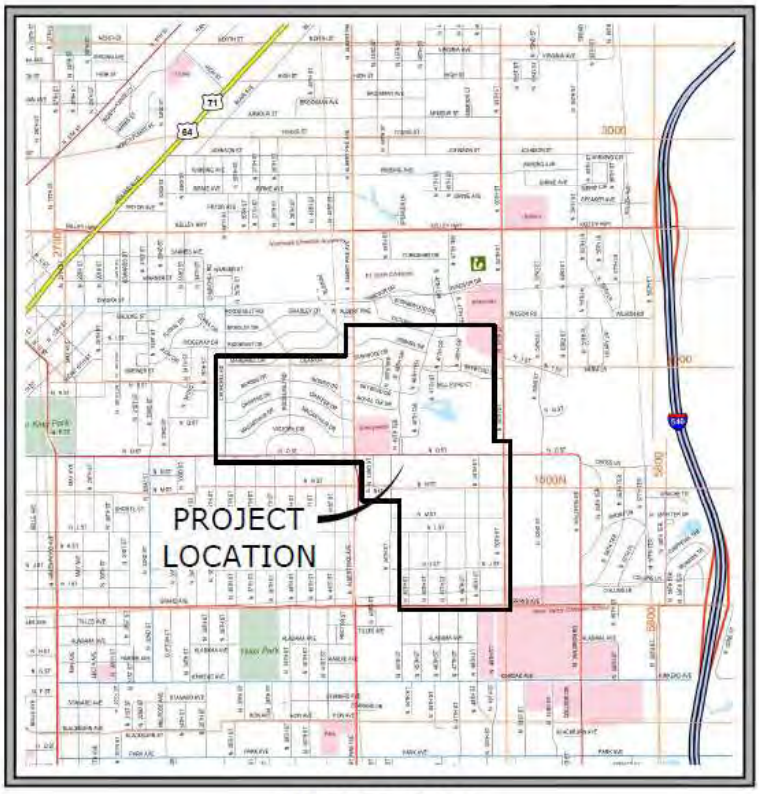
Material On Hand - Pay App 8

Project	17-12-C1 - 2016 SSA Remedial Measures - Sub-Basin 5007
Contractor	Forsgren, Inc.

Supplier		Description	Pay App Line	Invoice Received	Item Cost On	Invoiced Previously		Invoiced This Pay App		Installed Previously		Installed This Pay App		Total Material
Name	Invoice Number		Item Number	With Pay App No.?	Invoice	Quantity	$	Quantity	$	Quantity	$	Quantity	$	On Hand
							B		C		D		E	B+C-D-E = F
Winwater	052214 01	6" SDR 35	34	1	$5.44	364.00	$ 1,980.16	-	$ -	13.00	$ 70.72	-	$ -	$ 1,909.44
Winwater	052214 01	8" SDR 35	35	1	$10.17	4,088.00	$ 41,574.96	-	$ -	1,527.00	$ 15,529.60	209.00	$ 2,125.53	$ 23,919.83
Winwater	052214 01	12" SDR 35	36	1	$22.10	56.00	$ 1,237.60	-	$ -	36.50	$ 806.65	-	$ -	$ 430.95
Winwater	052214 01	4" Schedule 40	37	1	$2.93	2,840.00	$ 8,321.20	-	$ -	802.59	$ 2,351.58	559.60	$ 1,639.63	$ 4,329.99
Winwater	052214 01	8"x4" Wye	38	1	$114.44	50.00	$ 5,722.00	-	$ -	22.00	$ 2,517.68	9.00	$ 1,029.96	$ 2,174.36
Winwater	052214 02	8X40" SDR17 HDPE IPS	54	1	$7.35	6,080.00	$ 44,688.00	-	$ -	3,087.00	$ 22,689.45	1,058.00	$ 7,776.30	$ 14,222.25
Winwater	052214 02	12X40" IPS HDPE SDR 17	55	1	$16.33	360.00	$ 5,878.80	-	$ -	-	$ -	-	$ -	$ 5,878.80
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							$ 109,402.72		$ -		$ 43,965.68		$ 12,571.42	$ 52,865.62

Material Stored This Pay App: $ 52,865.62





VICINITY MAP












MH # 0900


MH# 0740




MH # 0510




MH # 3040A















MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Lance A. McAvoy, Director of Water Utilities

DATE: September 8, 2025

SUBJECT: Temporary Construction Easements-16 SSA Remedial Measures, Sub-Basin P008, Project No. 17-13-C1

SUMMARY

As part of the Consent Decree requirements, the City of Fort Smith has undergone a complete assessment of its wastewater collection and transmission system. The City, and its contractors, are performing Sanitary Sewer Assessments (SSA) and repairs in various Sub-Basins throughout the city. These assessments were necessary to evaluate the condition of the pipes in the City's Sub-Basins to determine if rehabilitation or replacement is required. Construction for Project 17-13-C1 is one of the projects on the priority list to be funded by the 2025 Sales and Use Tax Bonds

The Temporary Construction Easements required as part of this project are attached as Exhibit A to the Resolution. Affected property owners will be notified by mail of the Board meeting date, time and location; notices to property owners are also included.

In the event the named landowner declines to grant the easements, staff recommend that the city attorney be allowed to move forward under eminent domain to obtain the needed easements.

Staff recommend approval of the attached Resolution, which includes authorizing the City Administrator and City Attorney to proceed with eminent domain actions to acquire the temporary construction easements if the landowner declines accepting the city's offer. As always, 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. 9-16-25_Item_ID_2158_Resolution_Utilities.pdf
2. 9-16-25_Item_ID_2158_Property_List_Map_Easements_Valuation 1.pdf
3. 9-16-25 Item ID 2158 Notice to Property Owners.pdf

FISCAL IMPACT: *$25,582.80*
BUDGET INFORMATION: *Budgeted / Water Utilities - 5/8% Sales and Use Tax*

CONSENT DECREE

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS IN CONNECTION WITH THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN P008, PROJECT NO. 17-13-C1

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

SECTION 1: Values for the acquisition of temporary construction easements for construction purposes for the 2016 SSA Remedial Measures, Sub-Basin P008, Project Number 17-13-C1 attached as Exhibit A are approved, and acquisition of the easements for the amounts listed on Exhibit A are hereby authorized for the total amount of $25,582.80.

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above listed amounts.

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

This Resolution adopted this _____ day of September 2025.

APPROVED:

_____
Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

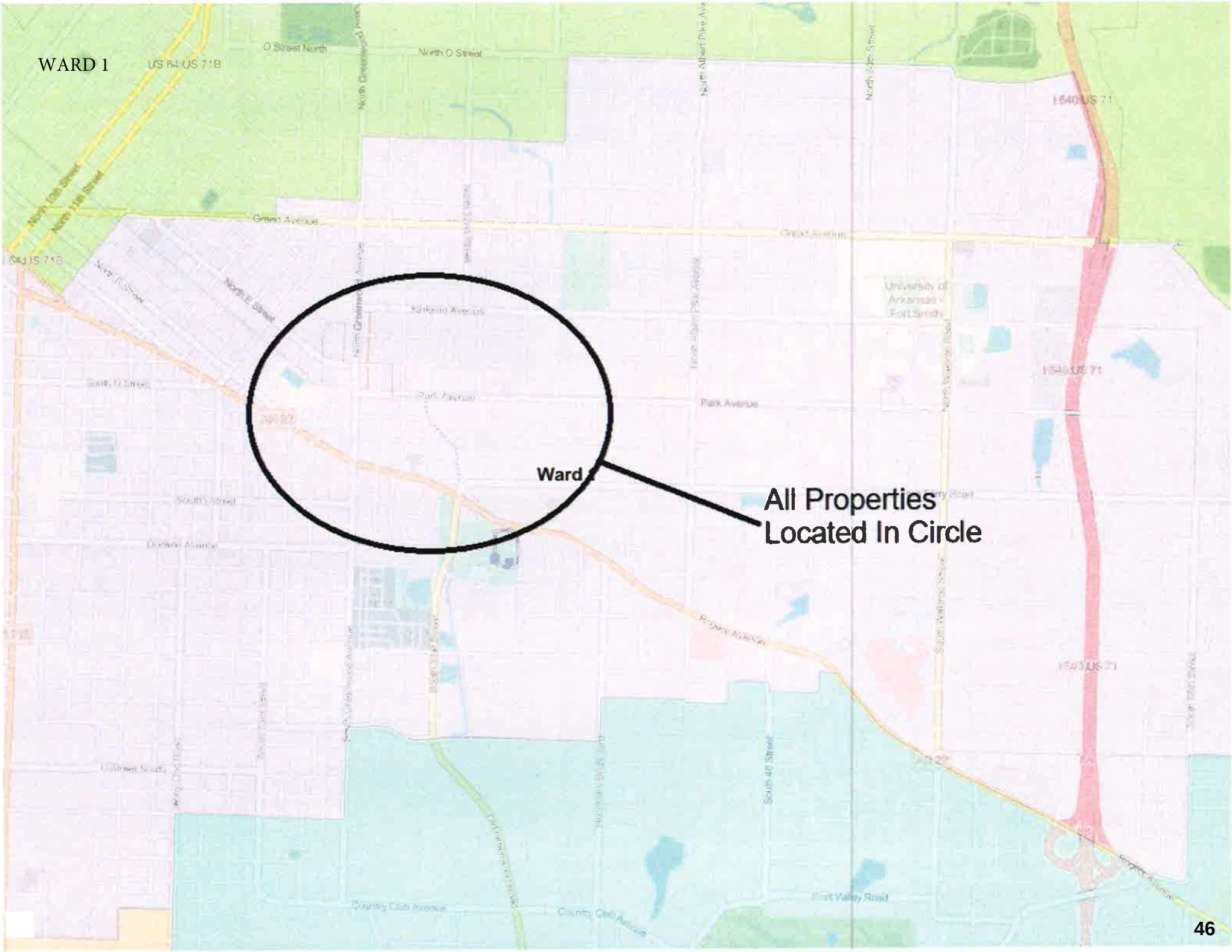
CONSENT DECREE

Exhibit A

	Parcel Number		Property Owner	Property Address		Value
1	10843-0146-00010-00	TCE	Reba Lois Mize 3001Blackburn St Fort Smith, AR 72903	3001Blackburn St	956	$ 1,147.20
2	10843-0145-00010-00	TCE	Cox, Edwina K 3011Blackburn St Fort Smith, AR 72903	3011Blackburn St	600	$ 720.00
3	10231-0006-00004-00	TCE	Newbold Family Properties, LLC 337 Country Side EST Alma, AR 72921	3010 Park Ave	1,438	$1,725.60
4	10231-0001-00004-00	TCE	Kaelin, Kenny & Linda 3100 Park Ave Fort Smith, AR 72903	3012 Park Ave	1,168	$ 1,401.60
5	10231-0007-00004-00	TCE	Westphal Properties, INC 109 N 6th St Fort Smith. AR 72901		69	$ 82.80
6	18883-0000-00620-00	TCE	Kaelin, Kenny & Linda 3100 Park Ave Fort Smith, AR 72903	3100 Park Ave	1,891	$ 2,269.20
7	10877-0020-00000-00	TCE	Stone Creek Properties, LLC 7430 Fall Creek BND Humble, TX 77396	3014 Presley St	4,233	$ 5,079.60
8	10843-0112-00008-00	TCE	Rhumb Line Properties LLC 3920 Rogers Ave Fort Smith, AR 72903	428 Melrose Ave	850	$ 1,020.00
9	10843-0115-00008-00	TCE	Stuart, Patricia A 418 Melrose Ave Fort Smith, AR 72903	418 Melrose Ave	725	$ 870.00
10	10843-0117-00008-00	TCE	Murphy, Joe E II &Alice L, & Box, Mariah L 400 Melrose Ave Fort Smith, AR 72903	400 Melrose Ave	400	$ 480.00
11	10843-0171-00009-00	TCE	Walker, Harvey L Family Living Trust 4718 Spradling Ave Fort Smith, AR 72903	536 N 35th St	743	$ 891.60
12	10843-0170-00009-00	TCE	2M Investments, LLC 220 N Greenwood-Suite B Fort Smith, AR 72901	532 N 35th St	743	$ 891.60
13	18883-0000-00598-00	TCE	Full Counsel Christian Fellowship & Full Counsel Ministries, INC 1800 North Maple North Little Rock AR 72114	3514 Kinkead Ave	100	$ 144.00
14	10333-0009-00000-00	TCE	Bontemps, Bruce Lee & Shellia Ann 431 N 36th St Fort Smith AR 72903	431 N 36th St	312	$ 374.40
15	10333-0008-00000-00	TCE	Meza Jr, Luis M & Stefany V 427 N 36th ST Fort Smith, AR 72903	427 N 36th St	312	$ 374.40
16	10333-0007-00000-00	TCE	Copeland Rentals, LLC 4172 Scott Farm Rd Van Buren, AR 72956	421 N 36th St	312	$ 374.40
17	10333-0006-00000-00	TCE	Hernandez, Esteban L & Guerrero, Juana E Jamie 411 N 36th St Fort Smit. AR 72903	417 N 36th St	312	$ 374.40
18	10333-0005-00000-00	TCE	Hernandez, Esteban 417 N 36th St Fort Smith, AR 72903	411 N 36th St	990	$ 1,188.00

19			12101-0003-00002-00		TCE	Ulloa, Samuel A 3606 Park Ave Fort Smith. AR 72903		3606 Park Ave	540	$ 648.00
20			12101-0004-00002-00		TCE	Perez, Gladis 2222 N 27th St Fort Smith. AR 72904		3612 Park Ave	540	$ 648.00
21			12101-0005-00002-00		TCE	NDT Metal Finishing, INC 11370 Luddington St Sun Valley, CA 91352		3616 Park Ave	540	$ 648.00
22			10231-0012-00008-00		TCE	HQC Properties, LLC 10323 Meandering Way Fort Smith, AR 72903		200 N Greenwood Ave	1,588	$ 1,905.60
23			10530-0002-00000-00		TCE	Ophthalmology Development Company, LLC 3000 Rogers Ave Fort Smith, AR 72901			793	$ 951.60
24			10520-0003-00000-00		TCE	Goodlett, Richard Charles 1408 Sequoia Dr Plano, TX 75023		3007 Beverly Dr	572	$ 686.40
25			10520-0002-00000-00		TCE	Erikson, Bente W 3015 Beverly Dr Fort Smith, AR 72901		3_Q_15 Beverly Dr	572	$ 686.40

Total: $25,582.80


WARD 1
Ward 1
All Properties
Located In Circle

1			10843-0146-00010-00		TCE	Reba Lois Mize 3001 Blackburn St Fort Smith, AR 72903		3001 Blackburn St	956	$ 1,147.20
2			10843-0145-00010-00		TCE	Cox, Edwina K 3011 Blackburn St Fort Smith, AR 72903		3011 Blackburn St	600	$ 720.00
3			10231-0006-00004-00		TCE	Newbold Family Properties, LLC 337 Country Side EST Alma, AR 72921		3010 Park Ave	1,438	$ 1,725.60
4			10231-0001-00004-00		TCE	Kaelin, Kenny & Linda 3100 Park Ave Fort Smith, AR 72903		3012 Park Ave	1,168	$ 1,401.60
5			10231-0007-00004-00		TCE	Westphal Properties, INC 109 N 6th St Fort Smith, AR 72901			69	$ 82.80
6			18883-0000-00620-00		TCE	Kaelin, Kenny & Linda 3100 Park Ave Fort Smith, AR 72903		3100 Park Ave	1,891	$ 2,269.20
7			10877-0020-00000-00		TCE	Stone Creek Properties, LLC 7430 Fall Creek BND Humble, TX 77396		3014 Presley St	4,233	$ 5,079.60
8			10843-0112-00008-00		TCE	Rhumb Line Properties, LLC 3920 Rogers Ave Fort Smith, AR 72903		428 Melrose Ave	850	$ 1,020.00
9			10843-0115-00008-00		TCE	Stuart, Patricia A 418 Melrose Ave Fort Smith, AR 72903		418 Melrose Ave	725	$ 870.00
10			10843-0117-00008-00		TCE	Murphy, Joe E II & Alice L, & Box, Mariah L 400 Melrose Ave Fort Smith, AR 72903		400 Melrose Ave	400	$ 480.00
11			10843-0171-00009-00		TCE	Walker, Harvey L Family Living Trust 4718 Spradling Ave Fort Smith, AR 72903		536 N 35th St	743	$ 891.60
12			10843-0170-00009-00		TCE	2M Investments, LLC 220 N Greenwood-Suite B Fort Smith, AR 72901		532 N 35th St	743	$ 891.60
13			18883-0000-00598-00		TCE	Full Counsel Christian Fellowship & Full Counsel Ministries, INC 1800 North Maple North Little Rock, AR 72114		3514 Kinkead Ave	100	$ 144.00
14			10333-0009-00000-00		TCE	Bontemps, Bruce Lee & Shellia Ann 431 N 36th St Fort Smith, AR 72903		431 N 36th St	312	$ 374.40
15			10333-0008-00000-00		TCE	Meza Jr, Luis M & Stefany V 427 N 36th ST Fort Smith, AR 72903		427 N 36th St	312	$ 374.40
16			10333-0007-00000-00		TCE	Copeland Rentals,LLC 4172 Scott Farm Rd Van Buren, AR 72956		421 N 36th St	312	$ 374.40
17			10333-0006-00000-00		TCE	Hernandez, Esteban L & Guerrero, Juana E Jamie 411 N 36th St Fort Smit, AR 72903		417 N 36th St	312	$ 374.40
18			10333-0005-00000-00		TCE	Hernandez, Esteban 417 N 36th St Fort Smith, AR 72903		411 N 36th St	990	$ 1,188.00
19			12101-0003-00002-00		TCE	Ulloa, Samuel A 3606 Park Ave Fort Smith, AR 72903		3606 Park Ave	540	$ 648.00

20			12101-0004-00002-00		TCE	Perez, Gladis 2222 N 27th St Fort Smith, AR 72904		3612 Park Ave	540	$ 648.00
21			12101-0005-00002-00		TCE	NDT Metal Finishing, INC 11370 Luddington St Sun Valley, CA 91352		3616 Park Ave	540	$ 648.00
22			10231-0012-00008-00		TCE	HQC Properties, LLC 10323 Meandering Way Fort Smith, AR 72903		200 N Greenwood Ave	1,588	$ 1,905.60
23			10530-0002-00000-00		TCE	Ophthalmology Development Company, LLC 3000 Rogers Ave Fort Smith, AR 72901			793	$ 951.60
24			10520-0003-00000-00		TCE	Goodlett, Richard Charles 1408 Sequoia Dr Plano, TX 75023		3007 Beverly Dr	572	$ 686.40
25			10520-0002-00000-00		TCE	Erikson, Bente W 3015 Beverly Dr Fort Smith, AR 72901		3015 Beverly Dr	572	$ 686.40

Total $25,582.80

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 512
Date: August 27, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Reba Lois Mize, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The North 15.00' of Lot 146 and the North 15.00' of the West 10.00' of Lot 145, of the Brentwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 956 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

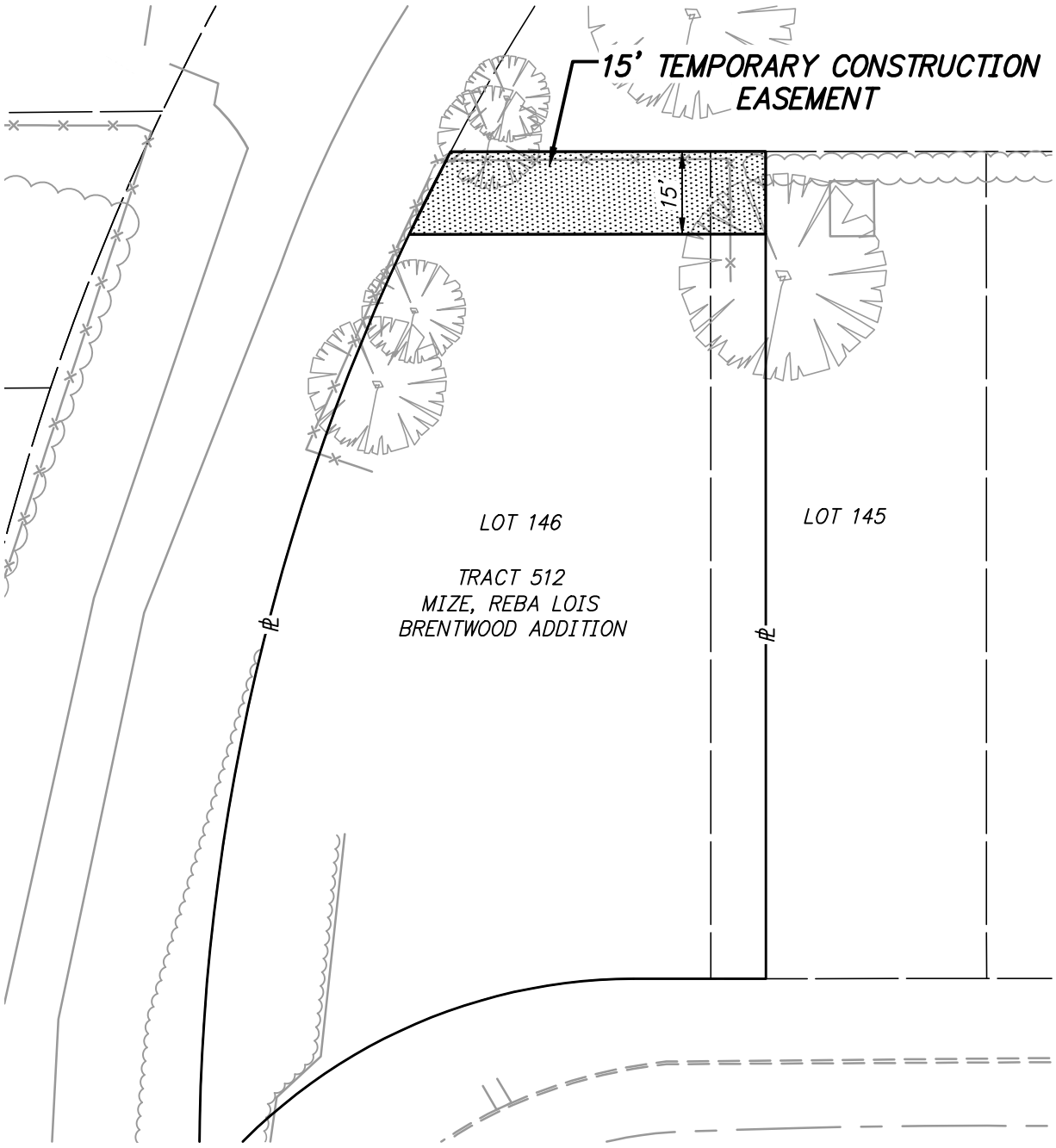
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 512 – MIZE, REBA LOIS
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 512 - REBA MIZE.DWG, 8/27/2025 2:03 PM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Reba Lois Mize - Tract 1

Property Address: 3001 Blackburn St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 956 sqft 6.00 per sqft
20% value equals $ 1,147.20

**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: **$ 1,147.20 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 513
Date: August 27, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Edwina K Cox, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The North 15.00' of the East 40.00' of Lot 145, of the Brentwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 600 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

It is hereby understood that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

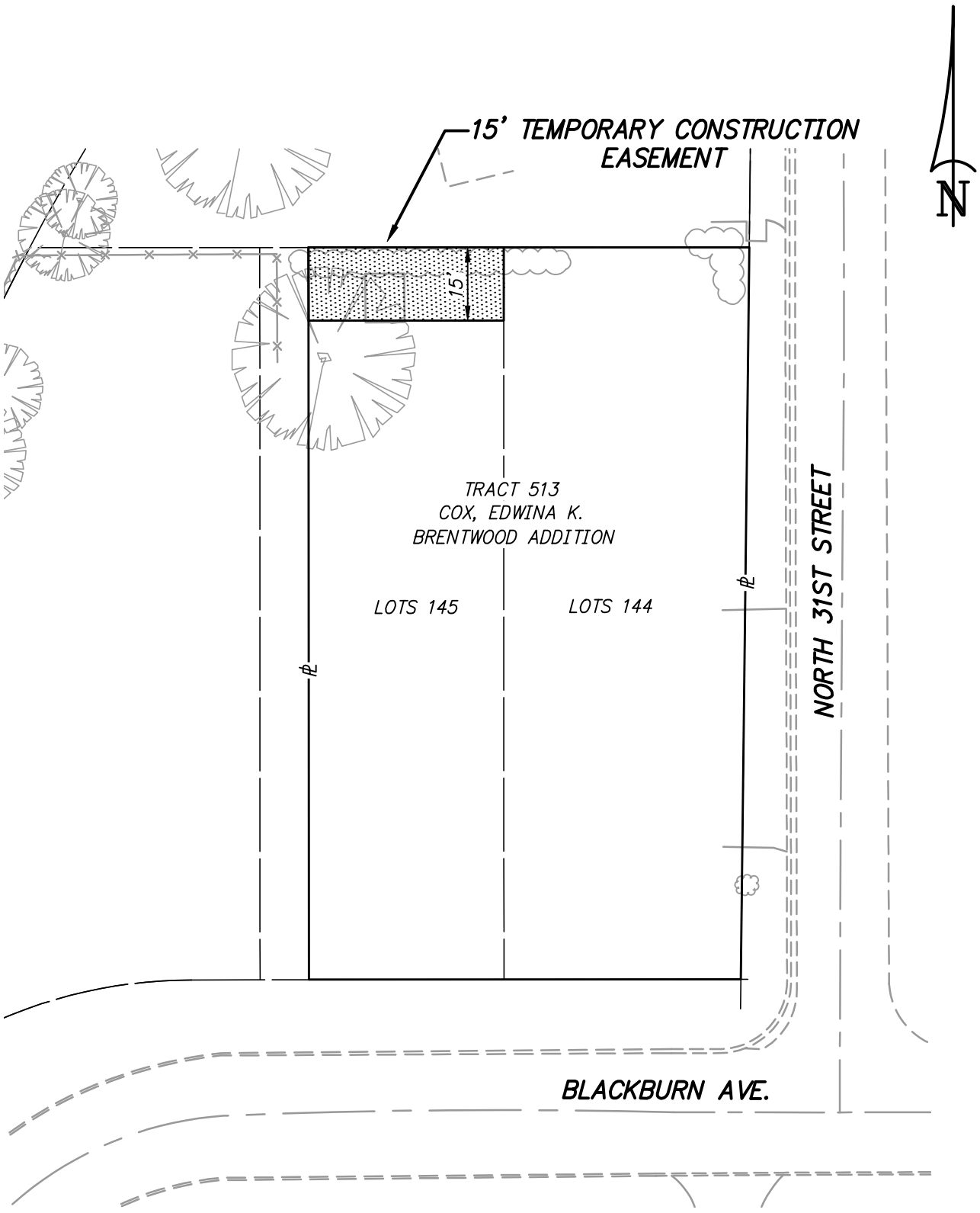
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 513 - EDWINA COX.DWG, 8/27/2025 2:12 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 513 - COX, EDWINA K.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Property Valuation Report

Property Owner(s): Cox, Edwina K - Tract 2

Property Address: 3011 Blackburn St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 600 sqft 6.00 per sqft
20% value equals $ 720.00

**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: **$ 720.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 533
Date: August 27, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Newbold Family Properties, LLC, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> Part of Lots 3, 4 and 5, Block 4, Barnes and Sweet Addition to the City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:
>
> Commencing at the NW corner of Lot 1, Block 4 on the south right-of-way line of Park Avenue; thence S02˚50'15"W along the west line of Lots 1, 2 and 3, 59.86' to the Point of Beginning; thence S61˚42'40"E 95.85'; thence S02˚50'15"W 16.61'; thence N61˚42'40"W 95.85' to said west line of Lot 4; thence N02˚50'15"E along said west line, 16.61' to the Point of Beginning, containing 1,438 square feet more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

An easement being the West 5.00’ of Lots 1, 2 and 3, Block 4, lying north of the above described sewer utility easement, containing 305 square feet more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

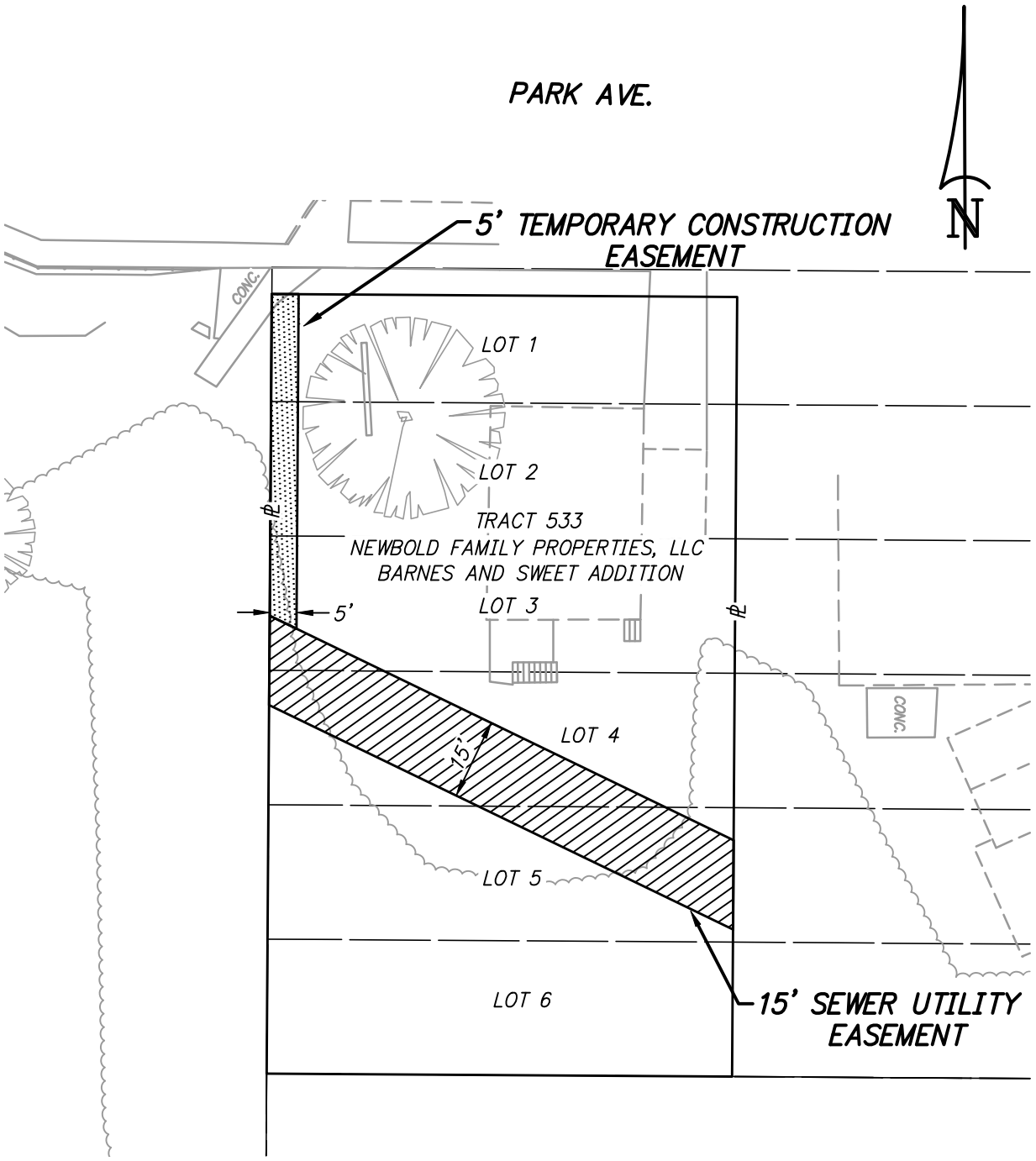
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named _____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 533 - NEWBOLD FAMILY PROPERTIES, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 533 - NEWBOLD FAMILY PROPERTIES LLC.DWG, 8/27/2025 10:07 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Newbold Family Properties, LLC - Tract 3

Property Address: 3010 Park Ave
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 1,438 sqft 6.00 per sqft
20% value equals $ 1,725.60

**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: **$ 1,725.60 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 534
Date: August 27, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Kenny & Linda Kaelin, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> Part of Lots 5 and 6, Block 4, Barnes and Sweet Addition to the City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:
>
> Commencing at the NE corner of Lot 1, Block 4; thence S02˚50'15"W along the east line of Lots 1, 2, 3, 4 and 5, 141.51' to the Point of Beginning; thence continuing S02˚50'15"W 8.49' to the SE corner of said Lot 6; thence N87˚09'45'W along said south line of Lot 6, 17.07'; thence N61˚42'40"W 63.60'; thence N02˚50'15"E 16.61'; thence S61˚42'40"E 82.50' to the Point of Beginning, containing 1,168 square feet more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

After completion of construction, Grantees shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

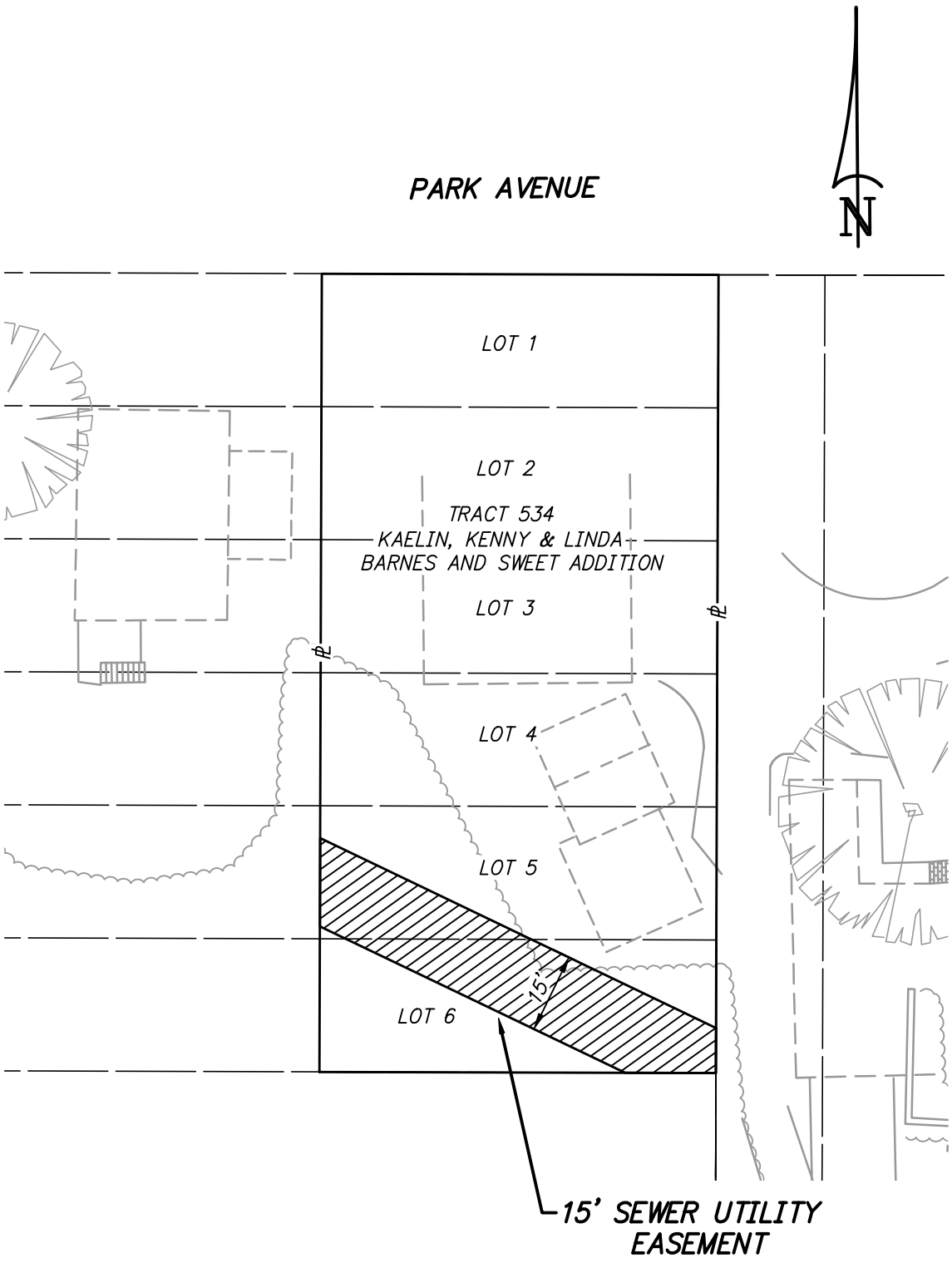
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 534 – KAELIN, KENNY & LINDA
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED1 SSA 2016 REMEDIATION, SUB BASIN P008\DRAWINGS\ESMT_EXHIBITS\TRACT 534.DWG, 8/27/2025 10:17 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s):	Kaelin, Kenny & Linda - Tract 4
Property Address:	3012 Park Ave Fort Smith, AR
Type of Acquisition:	Temporary Construction Easement
*Method of Property Valuation:	Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 1,168 sqft 6.00 per sqft

20% value equals $ 1,401.60

**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: **$ 1,401.60 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 535
Date: August 27, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Westphal Properties, Inc., their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> Part of Lot 7, Block 4, Barnes and Sweet Addition to the City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:
>
> Beginning at the NE corner of said Lot 7; thence S02˚50'15"W along the east line of said Lot 7, 8.12'; thence N61˚42'40"W 18.90' to the north line of said Lot 7; thence S87˚09'45'E along said north line, 17.07' to the Point of Beginning, containing 69 square feet more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

After completion of construction, Grantees shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

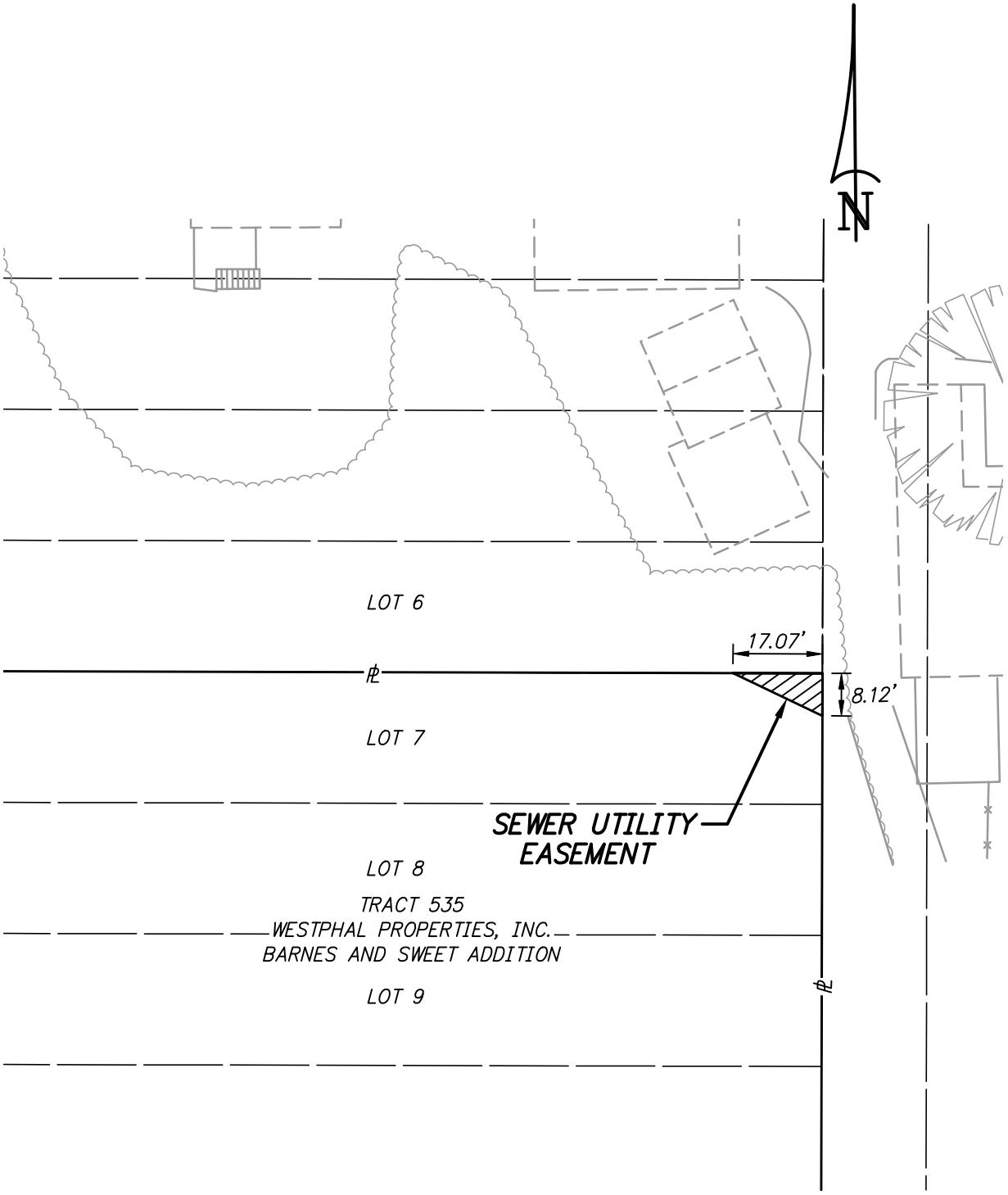
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 535 - WESTPHAL PROPERTIES, INC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 535 - WESTPHAL PROPERTIES, INC..DWG, 8/27/2025 10:38 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Westphal Properties, Inc - Tract 5

Property Address: PAR# 10231-0007-00004-00
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 69 sqft 6.00 per sqft
20% value equals $ 82.80

**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: **$ 82.80 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 536
Date: August 27, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Kenneth E & Linda A Kaelin, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 15.00' easement crossing part of the NE/4, SW/4 of Section 15, T-8-N, R-32-W, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:
>
> Commencing at the NW corner of said NE/4, SW/4; thence S02˚50'15"W along the west line of said NE/4, SW/4, also being the east line of Block 4, Barnes and Sweet Addition, 179.05'; thence S87˚09'45"E 20.00' to the Point of Beginning; thence S88˚52'42"E 126.05' to a point on the west line of Tract 2, Brothers II Addition to the City of Fort Smith; thence S02˚50'15"W along said west line, 15.00'; thence N88˚52'42"W 126.05'; thence N02˚50'15"E 15.00' to the Point of Beginning, containing 1,891 square feet more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

After completion of construction, Grantees shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

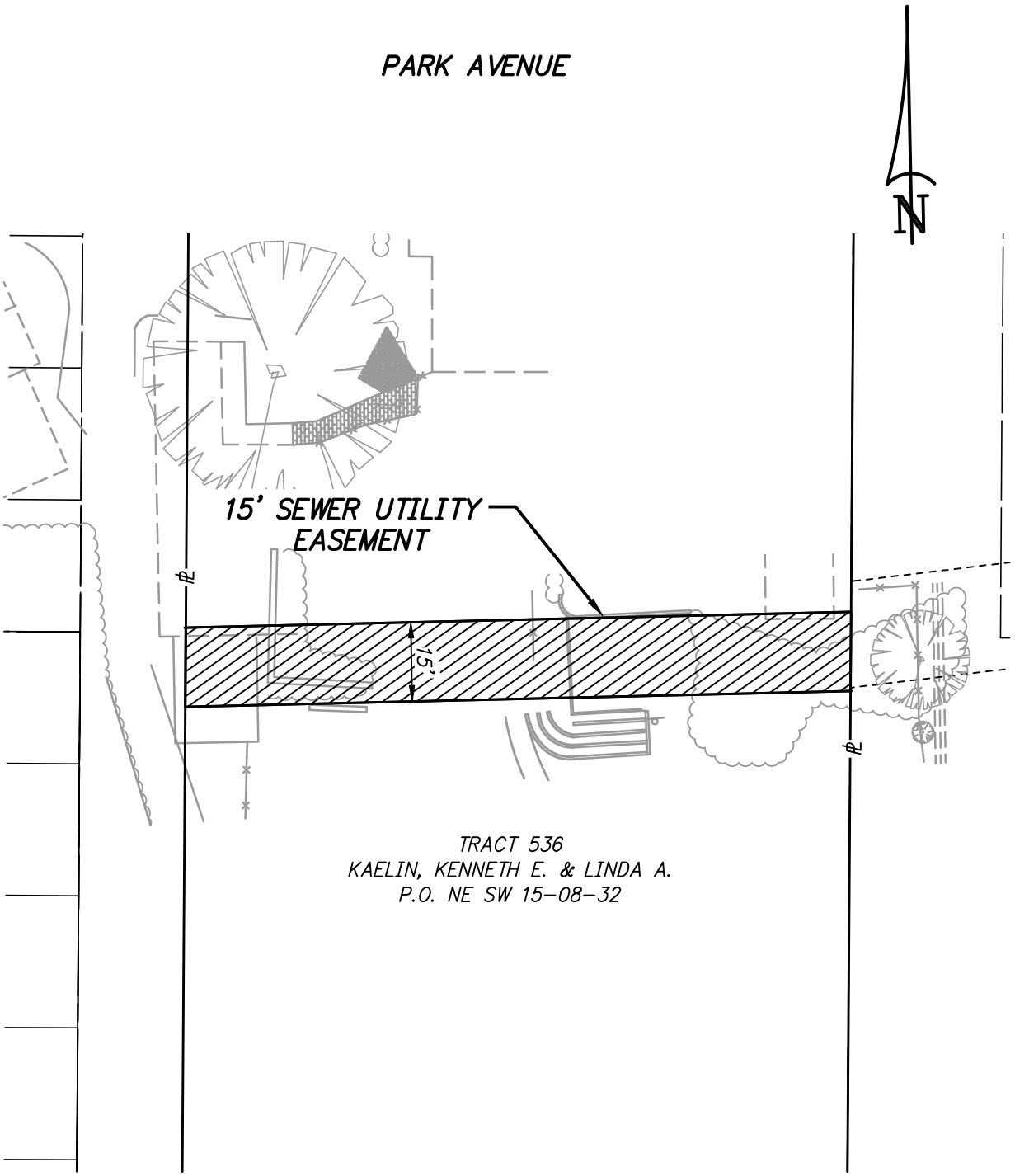
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 536 - KAELIN, KENNETH E. & LINDA A.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 536 - KENNETH & LINDA KAELIN.DWG, 8/27/2025 10:40 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Kaelin, Kenny & Linda - Tract 6

Property Address: 3100 Park Ave
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 1,891 sqft 6.00 per sqft
20% value equals $ 2,269.20

**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: **$ 2,269.20 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 545
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stone Creek Properties, LLC., GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The East 15.00′ of a City of Fort Smith Street closed by Ordinance #2658 (Brinley Street), said easement lying west of and adjoining the west line of Lots 15 through 20 of J. B. Brinley's Addition to the City of Fort Smith, Sebastian County, Arkansas, more particularly described as follows:
>
> Beginning at the NW corner of said Lot 20; thence S02˚50′15″W along said west line of Lots 15 through 20, 276.30′; thence N86˚54′40″W 15.00′; thence N02˚50′15″E 288.11′; thence S48˚47′22″E 19.13′ to the Point of Beginning, containing 4,233 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

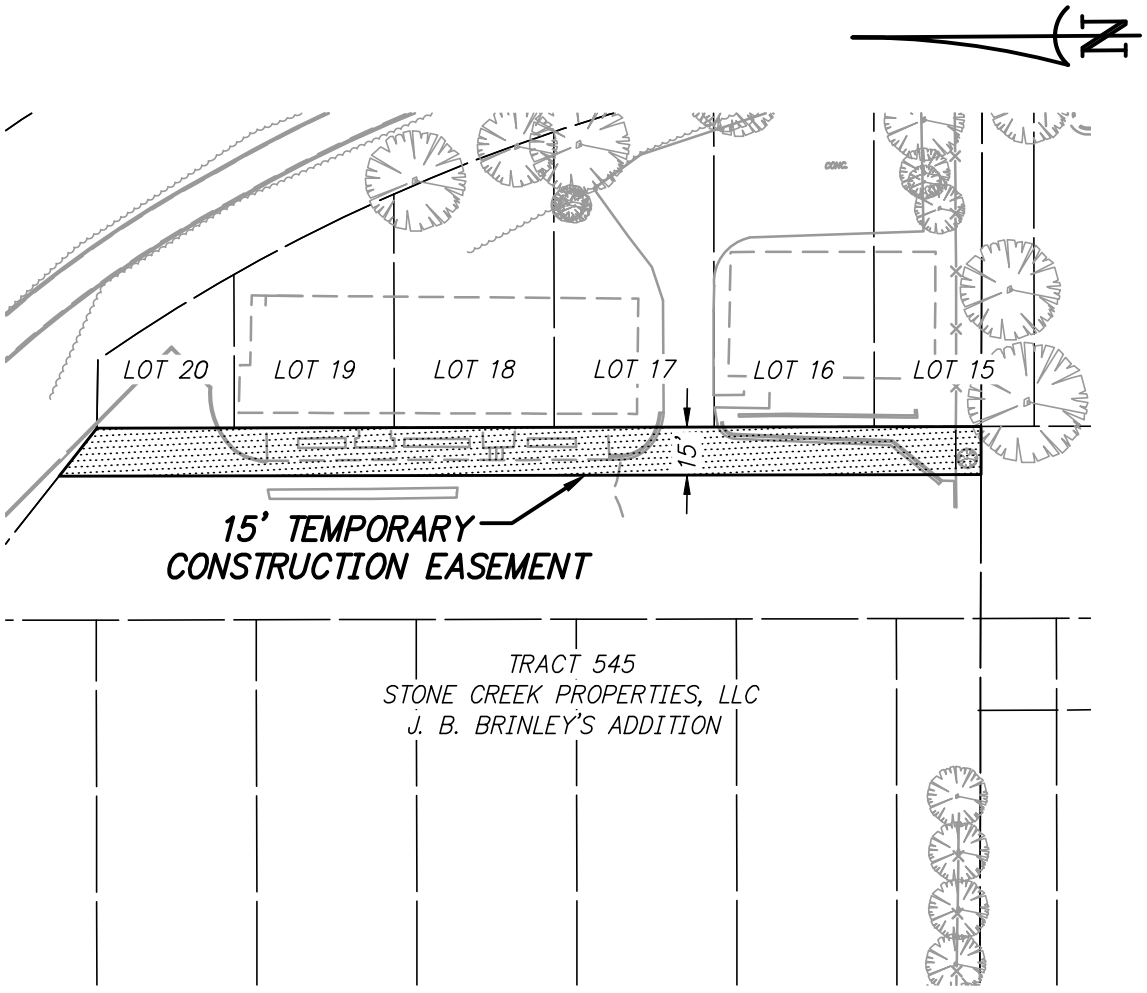
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 545 - STONE CREEK PROPERTIES, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"=60'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 545 - STONE CREEK PROPERTIES LLC.DWG, 9/3/2025 2:51 PM, JOSH NICHOLS, LAYOUT1

Property Valuation Report

Property Owner(s): Stone Creek Properties, LLC - Tract 7

Property Address: 3014 Presley St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 4,233 sqft 6.00 per sqft
20% value equals $ 5,079.60

**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: **$ 5,079.60 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 734
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Rhumb Line Properties, LLC, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The West 5.00' of Lots 110-112, of the Brentwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 850 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

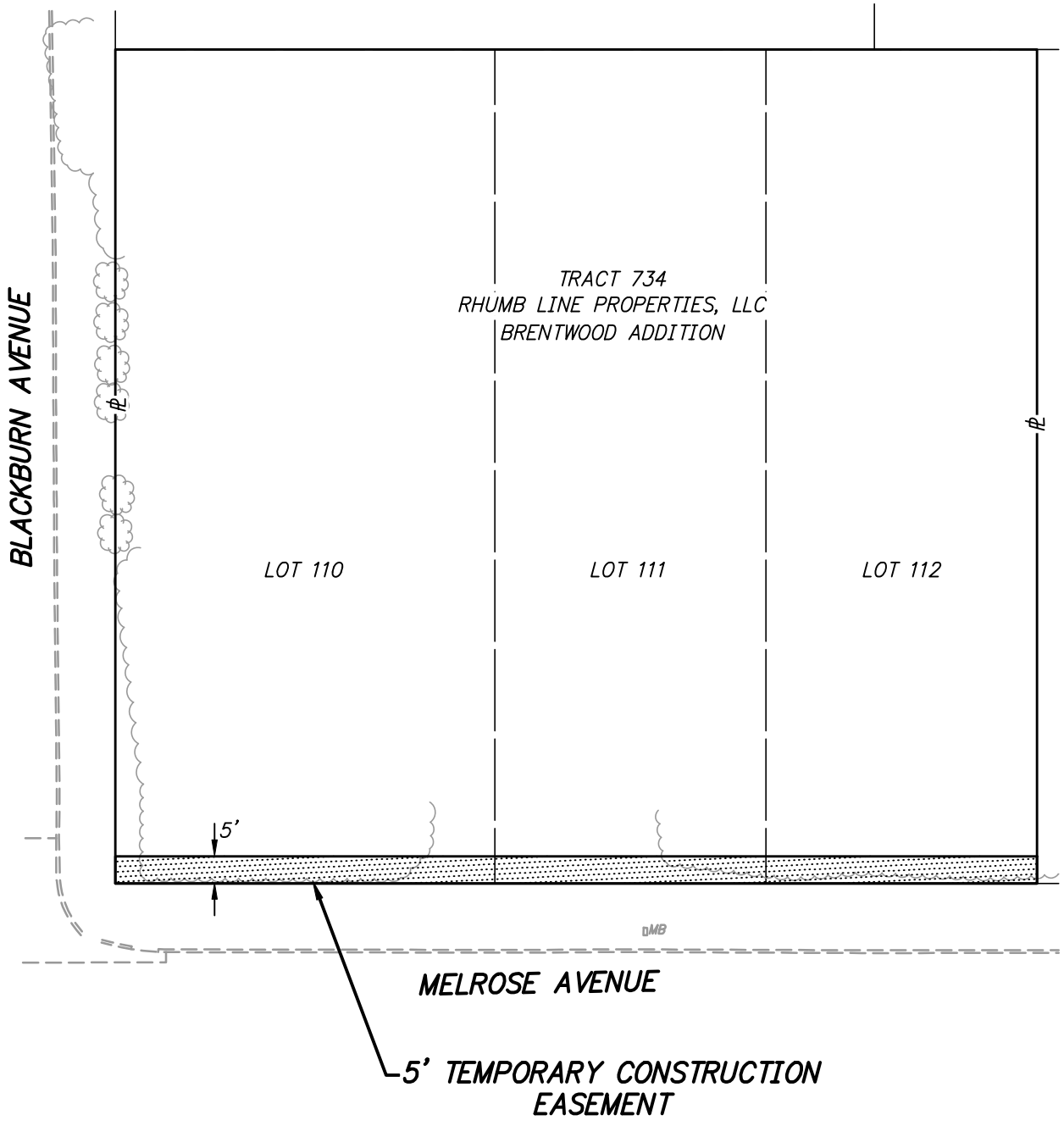
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 734 – RHUMB LINE PROPERTIES, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 734 - RHUMB LINE PROPERTIES LLC.DWG, 8/28/2025 11:14 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Rhumb Line Properties, LLC - Tract 8

Property Address: 428 Melrose Ave
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 850 sqft 6.00 per sqft
20% value equals $ 1,020.00

**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: **$ 1,020.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 735
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Patricia A Stuart, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The West 5.00' of Lots 113-115, of the Brentwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 725 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

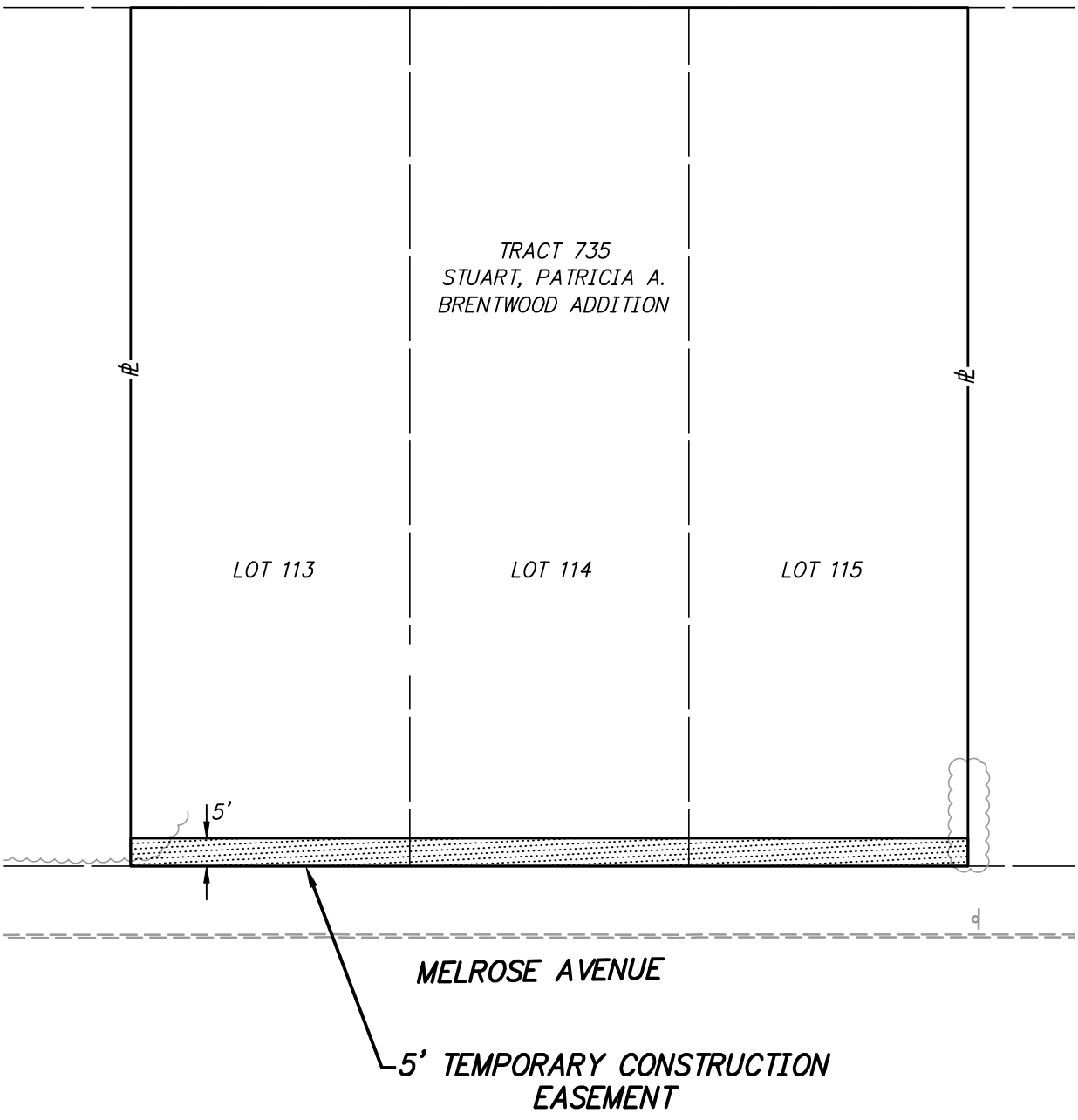
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 735 – STUART, PATRICIA A.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 735 - PATRICIA STUART.DWG, 8/28/2025 11:19 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Stuart, Patricia A - Tract 9

Property Address: 418 Melrose Ave
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 725 sqft 6.00 per sqft
20% value equals $ 870.00

**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: **$ 870.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 736
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Joe E Murphy II, Alice L. Murphy, and Mariah L. Box GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The West 5.00' of Lot 116 and of the North 35.00' of Lot 117, of the Brentwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 400 square feet more or less.
>
> 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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

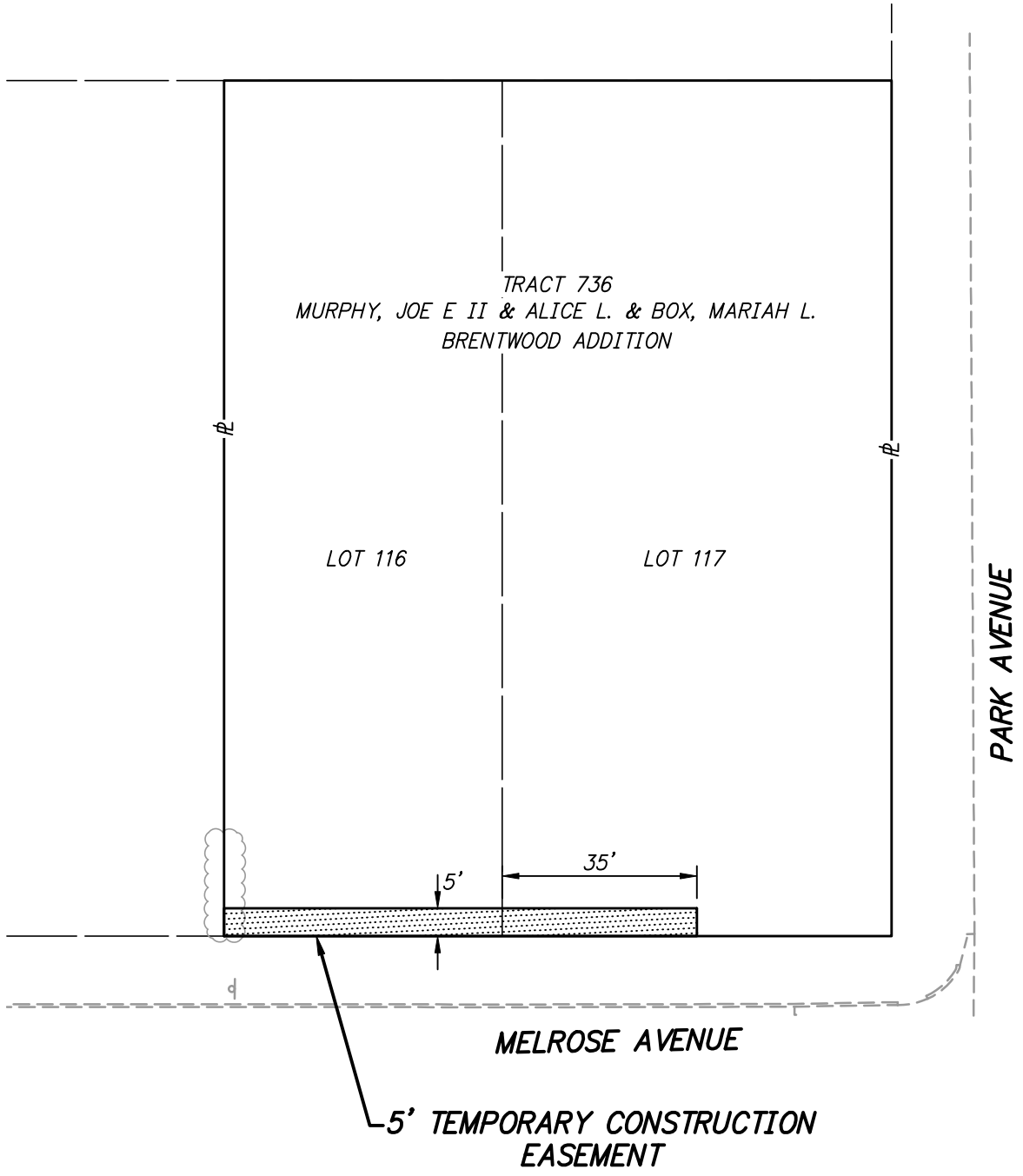
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 736 – MURPHY, JOE E II & ALICE L. & BOX, MARIAH L.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 736 - JOE & ALICE MURPHY & MARIAH BOX.DWG, 8/28/2025 11:23 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Murphy, Joe II & Alice L, & Box, Mariah L - Tract 10

Property Address: 400 Melrose Ave
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 400 sqft 6.00 per sqft
20% value equals $ 480.00

**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: **$ 480.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 779
Date: August 27, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Harvey L Walker Family Living Trust, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The South 5.00' of Lot 171, of the Brentwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 743 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

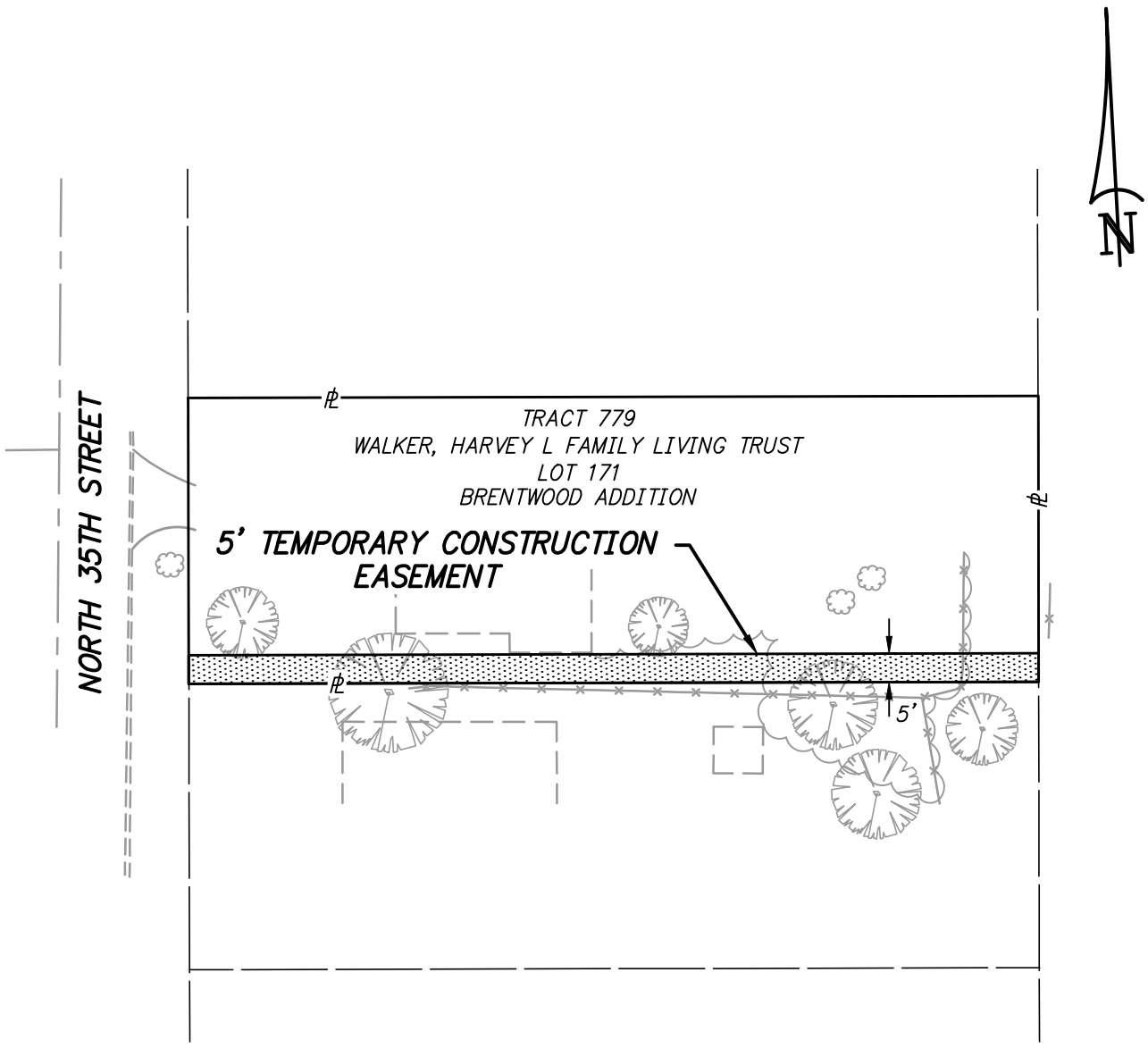
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 779 – WALKER, HARVEY L. FAMILY LIVING TRUST
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 779 - HARVEY WALKER FAMILY LIVING TRUST.DWG, 8/27/2025 4:33 PM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Walker, Harvey L Family Living Trust - Tract 11

Property Address: 536 N 36th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 743 sqft 6.00 per sqft

20% value equals $ 891.60

**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: **$ 891.60 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 780
Date: August 27, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That 2M Investments, LLC., GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The North 5.00' of Lot 170, of the Brentwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 743 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

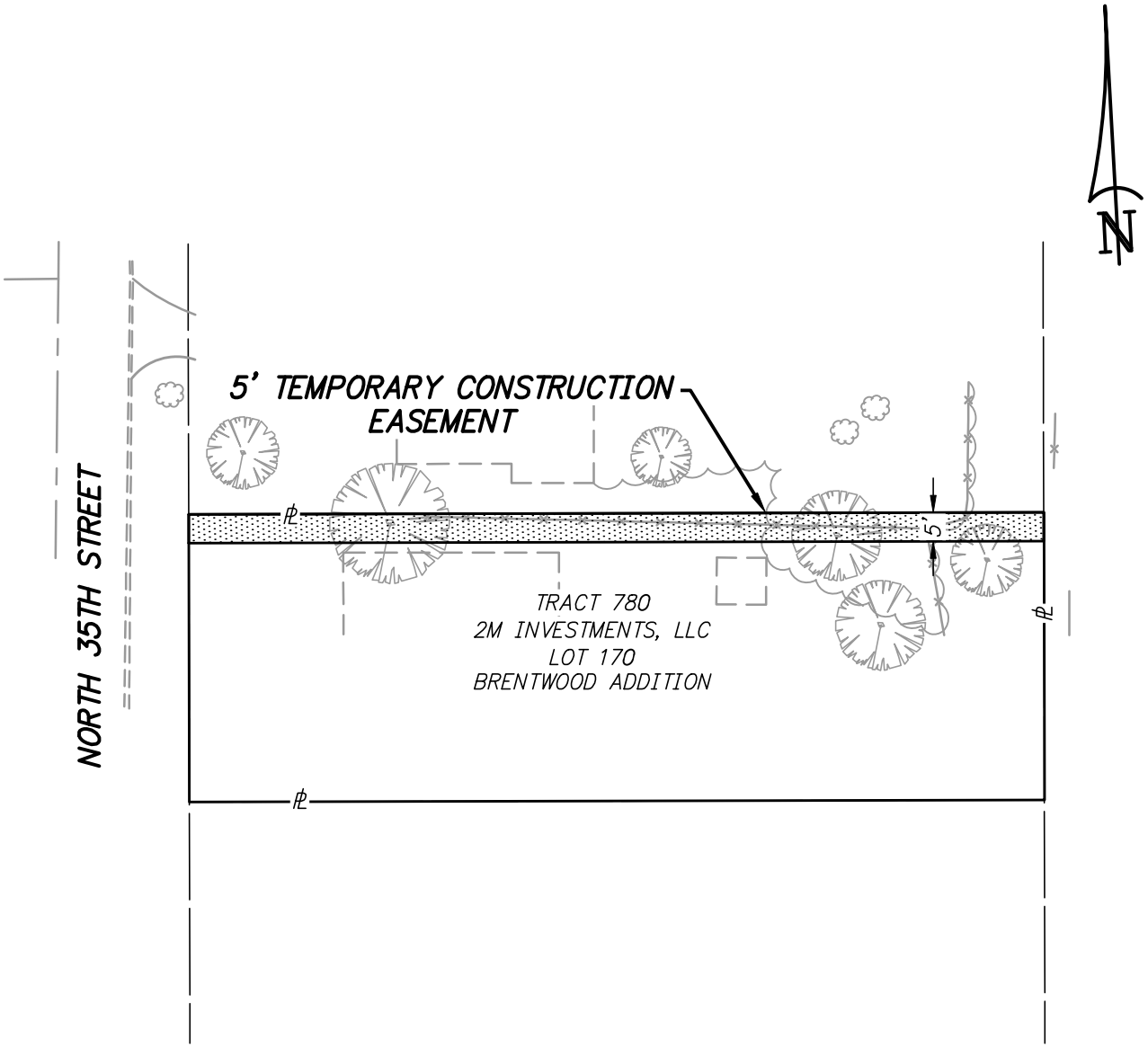
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 780 – 2M INVESTMENTS, LLC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 780 - 2M INVESTMENTS LLC.DWG, 9/3/2025 3:54 PM, JOSH NICHOLS, LAYOUT1

Property Valuation Report

Property Owner(s): 2M Investments, LLC - Tract 12

Property Address: 532 N 35th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 743 sqft 6.00 per sqft
20% value equals $ 891.60

**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: **$ 891.60 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 781
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Full Counsel Christian Fellowship and Full Counsel, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

A 10′ x 10′ easement crossing part of the SW/4, NE/4 of Section 15, T-8-N, R-32-W, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the NW corner of said SW/4, NE/4; thence S87˚00′44″E 156.55′; thence S02˚59′16″W along the east line of Block I, Brentwood Addition to the City of Fort Smith, 385.00′ to the Point of Beginning; thence S87˚00′44″E 10.00′; thence S02˚59′16″W 10.00′; thence N87˚00′44″W 10.00′ to said east line of Block I, Brentwood Addition; thence N02˚59′16″E along said east line, 10.00′ to the Point of Beginning, containing 100 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

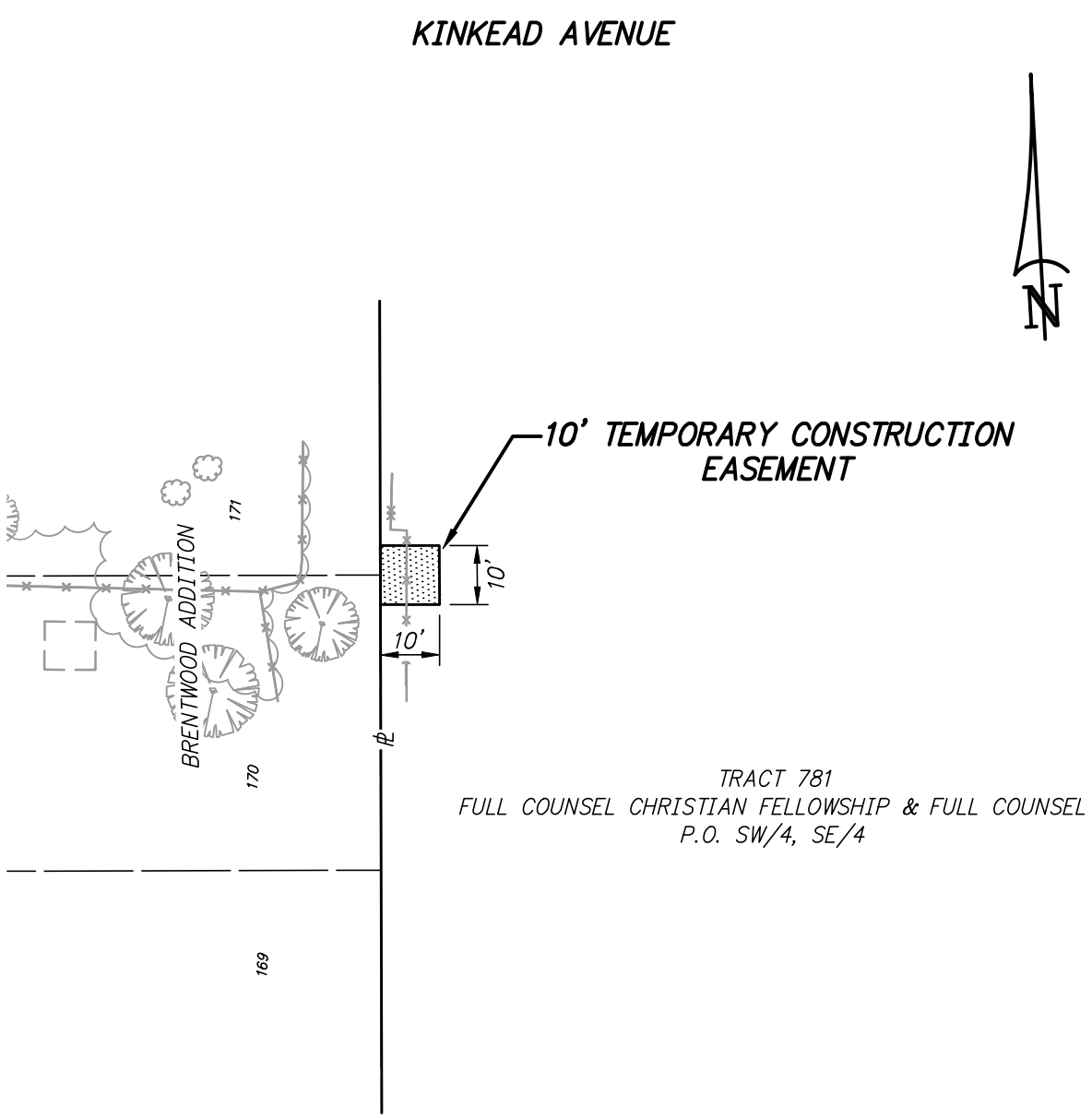
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 781 – FULL COUNSEL CHRISTIAN FELLOWSHIP
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 781 - FULL COUNSEL CHRISTIAN FELLOWSHIP.DWG, 9/3/2025 4:01 PM, JOSH NICHOLS, LAYOUT1

Property Valuation Report

Property Owner(s):	Full Counsel Christian Fellowship & Full Counsel Ministries, INC - Tract 13
Property Address:	3514 Kinkead Ave Fort Smith, AR
Type of Acquisition: *Method of Property Valuation:	Temporary Construction Easement Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 120 sqft 6.00 per sqft

20% value equals $ 144.00

**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: **$ 144.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 784
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Bruce Lee & Shellia Ann Bontemps, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The East 5.00' of Lot 9, of the Beard & Harwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 312 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

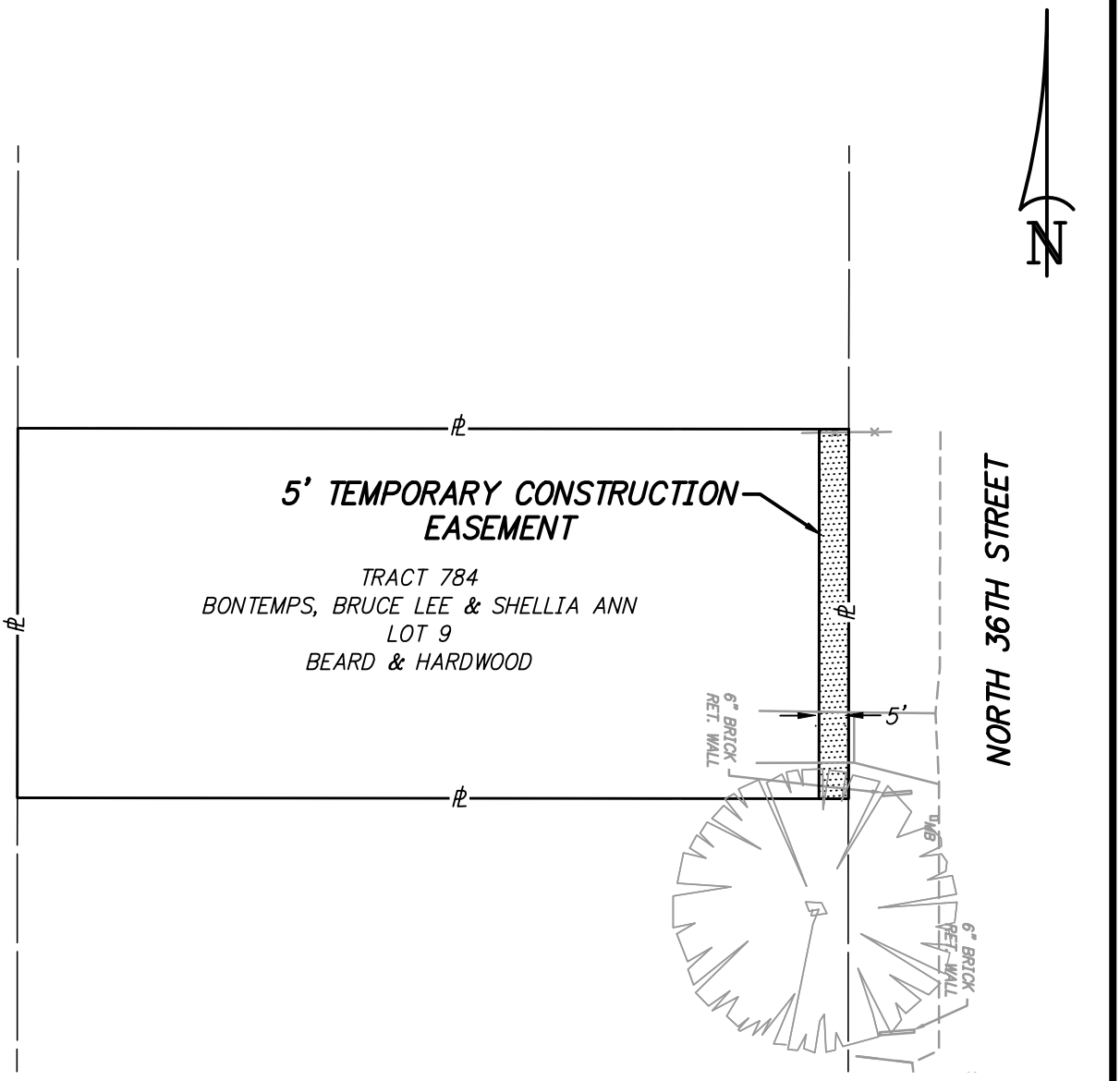
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 784 - BRUCE & SHELLIA BONTEMPS.DWG, 8/28/2025 11:32 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 784 - BONTEMPS, BRUCE LEE & SHELLIA ANN
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Property Valuation Report

Property Owner(s): Bontemps, Bruce Lee & Shellia - Tract 14

Property Address: 431 N 36th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 312 sqft 6.00 per sqft
20% value equals $ 374.40

**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: **$ 374.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 785
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Luis M. Meza Jr. & Stefany V. Meza, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The East 5.00' of Lot 8, of the Beard & Harwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 312 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

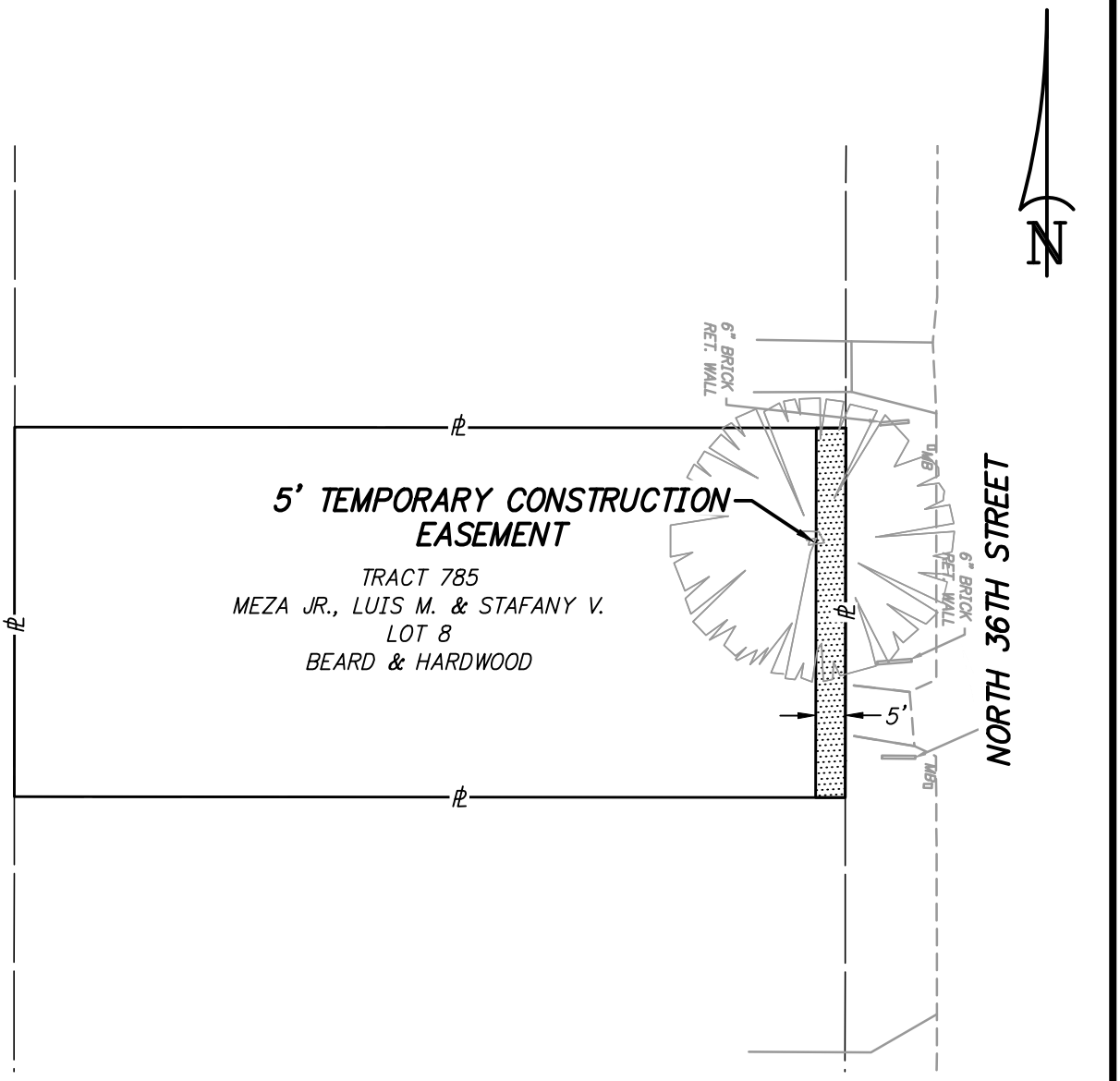
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 785 - LUIS & STEFANY MEZA.DWG, 8/28/2025 11:35 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 785 - MEZA JR, LUIS M & STEFANY V
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Property Valuation Report

Property Owner(s): Meza Jr, Luis M & Stefany V - Tract 15

Property Address: 427 N 36th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 312 sqft 6.00 per sqft
20% value equals $ 374.40

**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: **$ 374.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 786
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Copeland Rentals, LLC, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The East 5.00' of Lot 7, of the Beard & Harwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 312 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

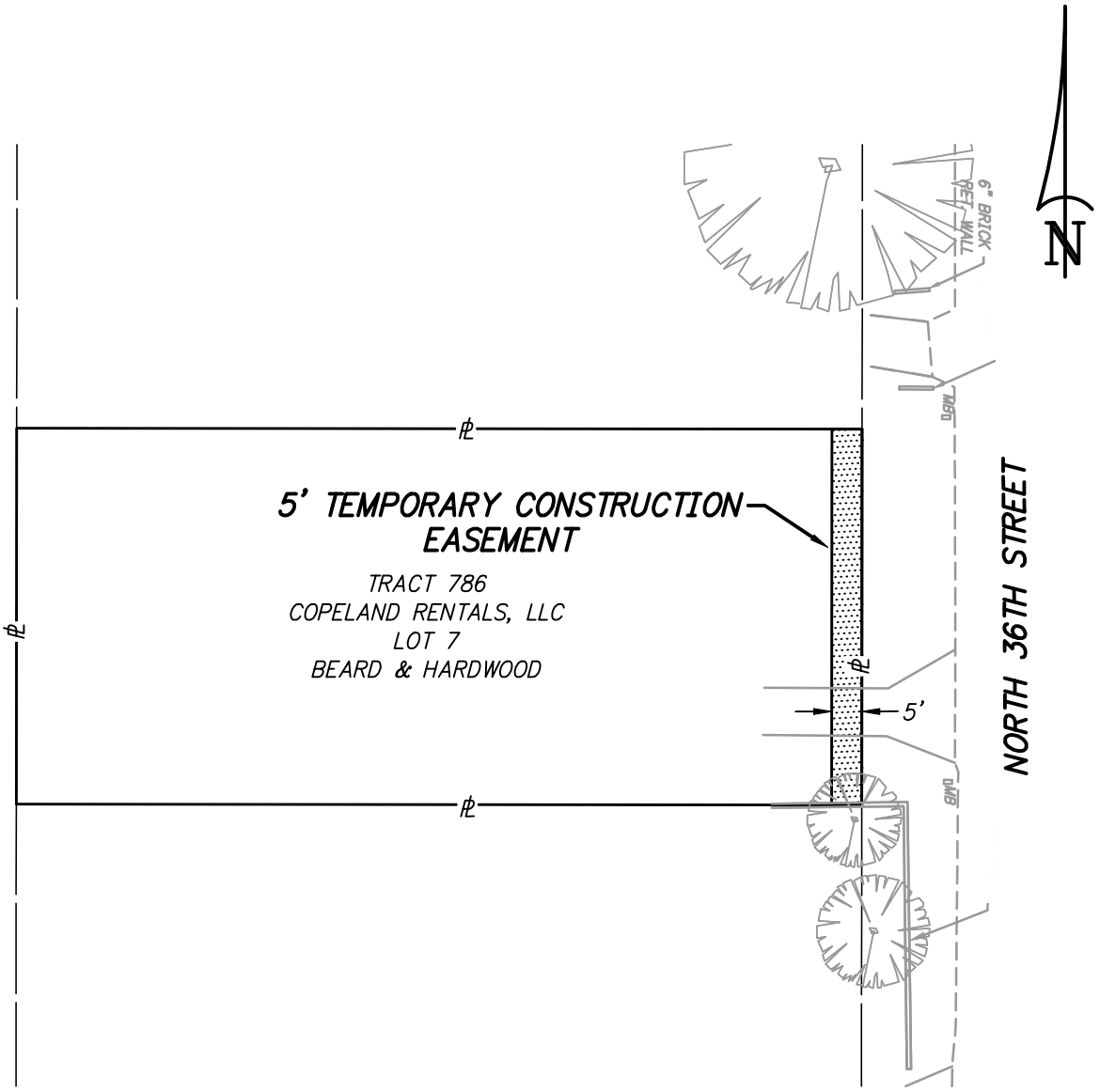
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 786 - COPELAND RENTALS LLC.DWG, 8/28/2025 11:41 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 786 - COPELAND RENTALS, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Property Valuation Report

Property Owner(s): Copeland Rentals, LLC - Tract 16

Property Address: 421 N 36th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 312 sqft 6.00 per sqft
20% value equals $ 374.40

**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: **$ 374.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 787
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Esteban L. Hernandez & Juana E. Jamie Guerrero, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The East 5.00' of Lot 6, of the Beard & Harwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 312 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

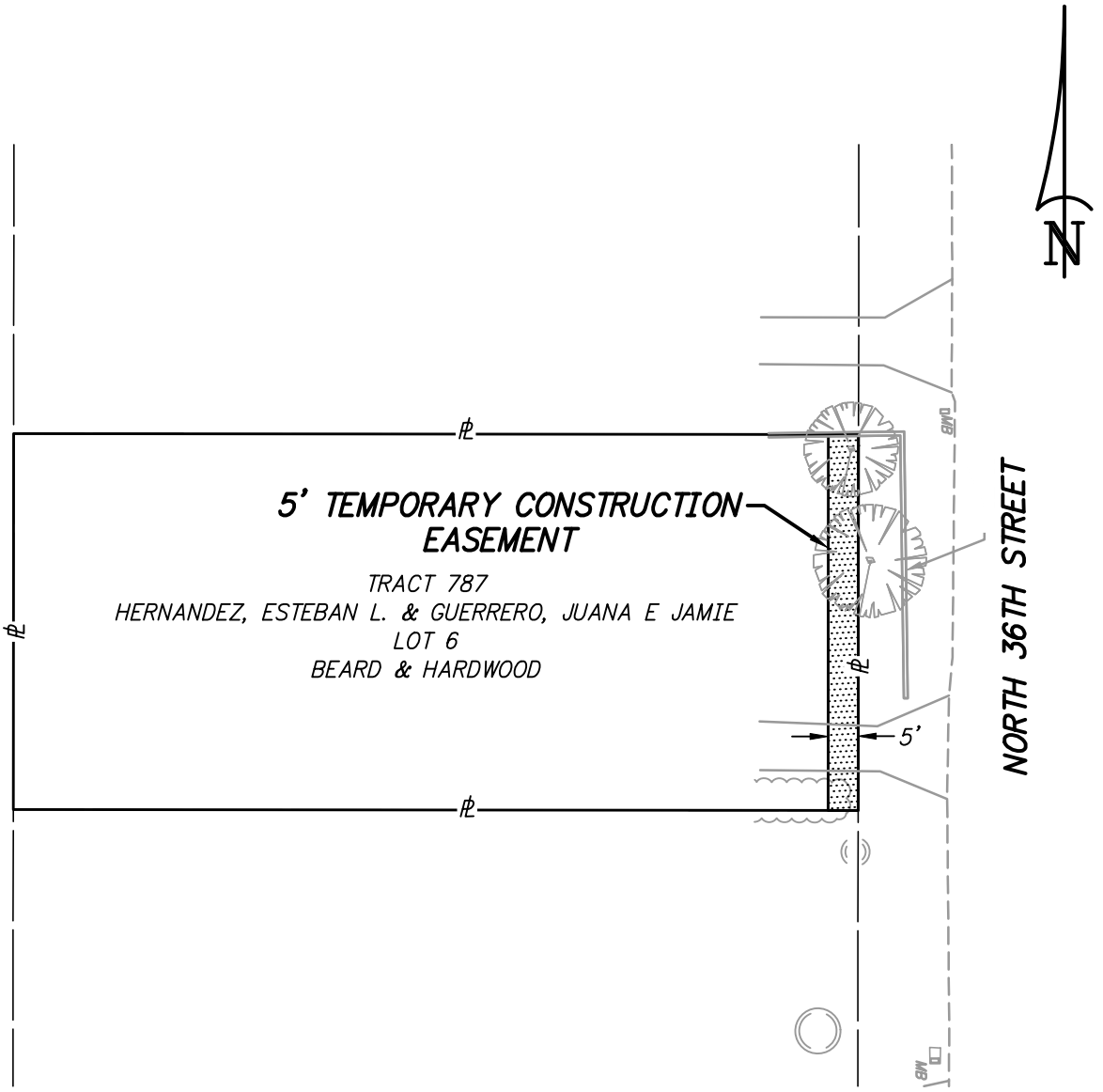
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 787 – HERNANDEZ, ESTEBAN L & GUERRERO, JUANA E JAMIE
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 787 - ESTEBAN HERNANDEZ & JUANA E JAMIE GUERRERO.DWG, 8/28/2025 1:20 PM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s):	Hernandez, Esteban L & Guerrero, Juana E Jamie - Tract 17
Property Address:	417 N 36th St Fort Smith, AR
Type of Acquisition:	Temporary Construction Easement
*Method of Property Valuation:	Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 312 sqft 6.00 per sqft

20% value equals $ 374.40

**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: **$ 374.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 788
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Esteban Hernandez, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' and the East 5.00' of Lot 5, of the Beard & Harwood Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 990 square feet more or less.
>
> 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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

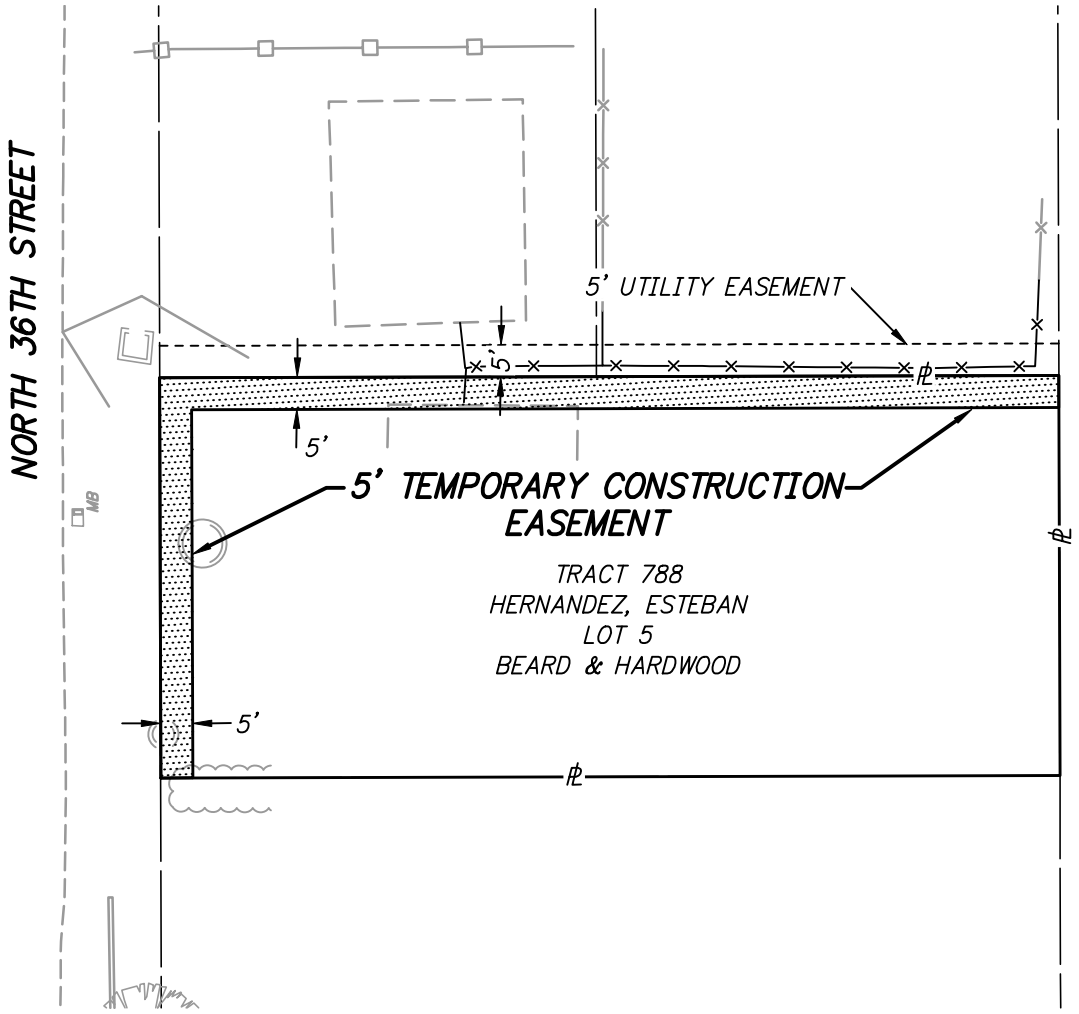
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 788 - ESTEBAN HERNANDEZ.DWG, 8/28/2025 1:58 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 788 - HERNANDEZ, ESTEBAN
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Property Valuation Report

Property Owner(s): Hernandez, Esteban - Tract 18

Property Address: 411 N 36th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 990 sqft 6.00 per sqft
20% value equals $ 1,188.00

**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: **$ 1,188.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 797
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Samuel A. Ulloa, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The North 10.00' of Lot 3, of the East Heights Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 540 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

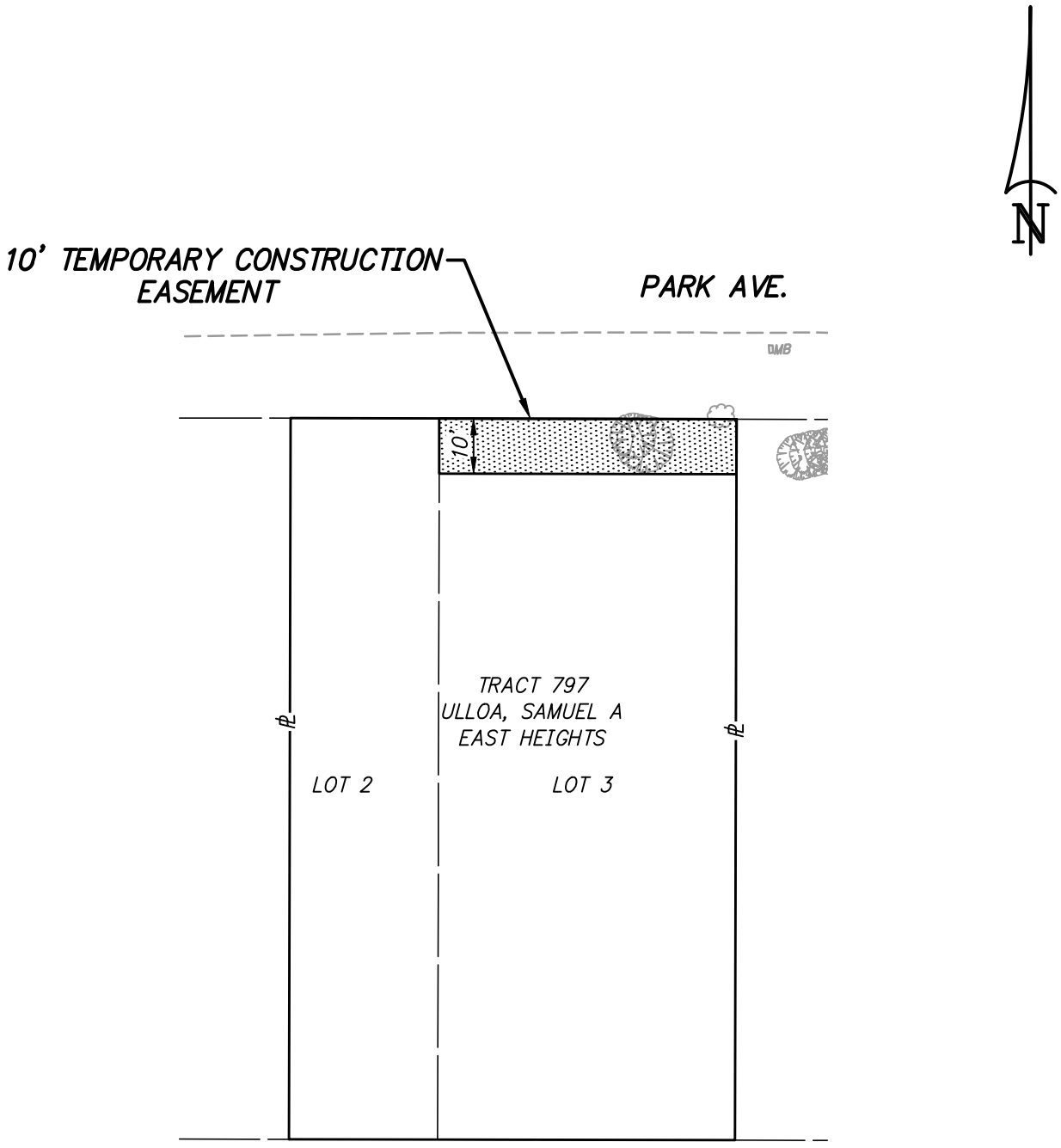
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 797 - SAMUEL ULLOA.DWG, 8/28/2025 2:10 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 797 - ULLOA, SAMUEL A
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Property Valuation Report

Property Owner(s): Ulloa, Samuel A - Tract 19

Property Address: 3606 Park Ave
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 540 sqft 6.00 per sqft
20% value equals $ 648.00

**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: **$ 648.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 798
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Gladis Perez, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The North 10.00’ of Lot 4, of the East Heights Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 540 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

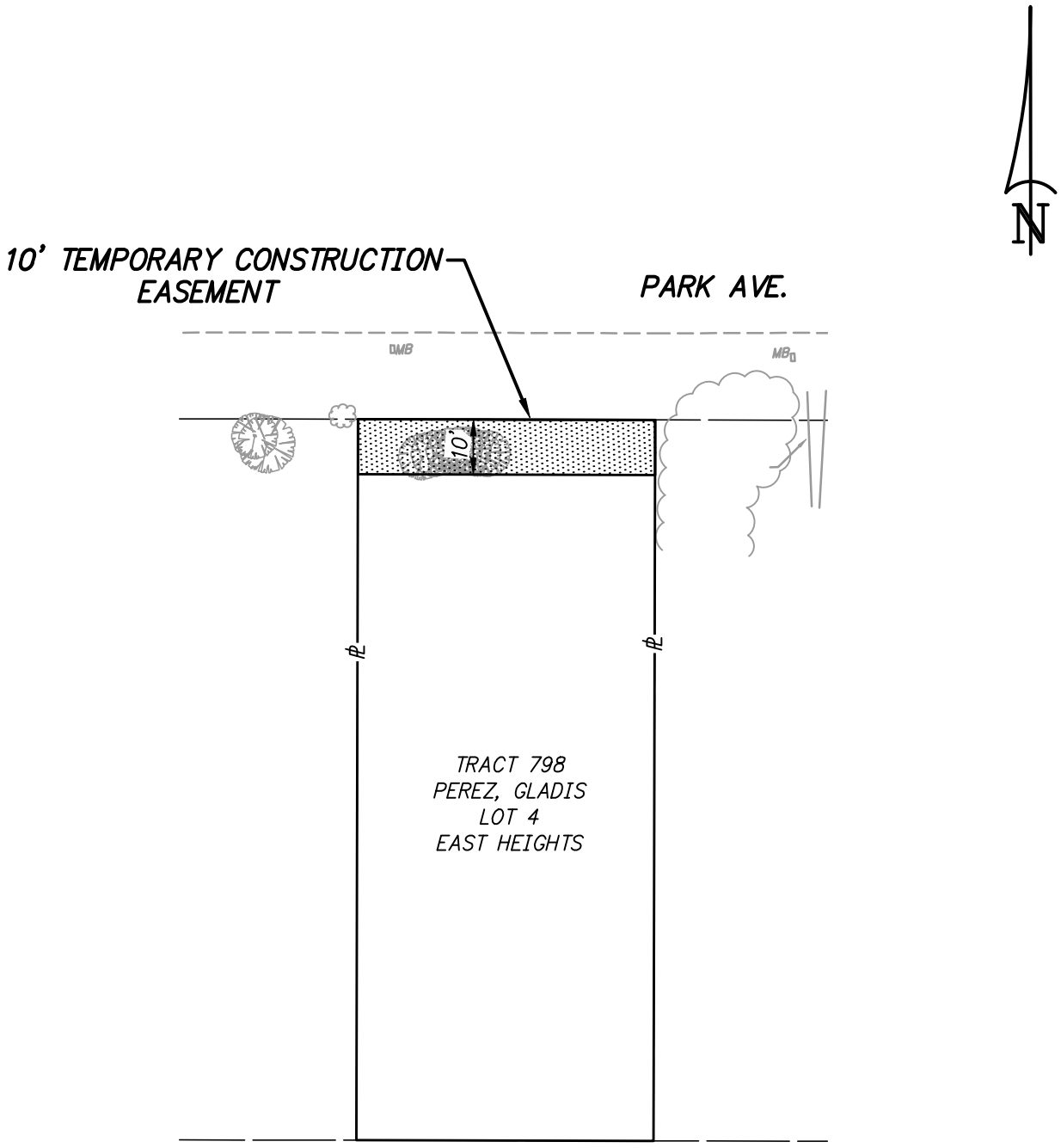
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 798 - GLADIS PEREZ.DWG, 8/28/2025 2:16 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
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www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 798 - PEREZ, GLADIS
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Property Valuation Report

Property Owner(s): Perez, Gladis - Tract 20

Property Address: 3612 Park Ave
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 540 sqft 6.00 per sqft
20% value equals $ 648.00

**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: **$ 648.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 799
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That NDT Metal Finishing, Inc., GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The North 10.00' of Lot 5, of the East Heights Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 540 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

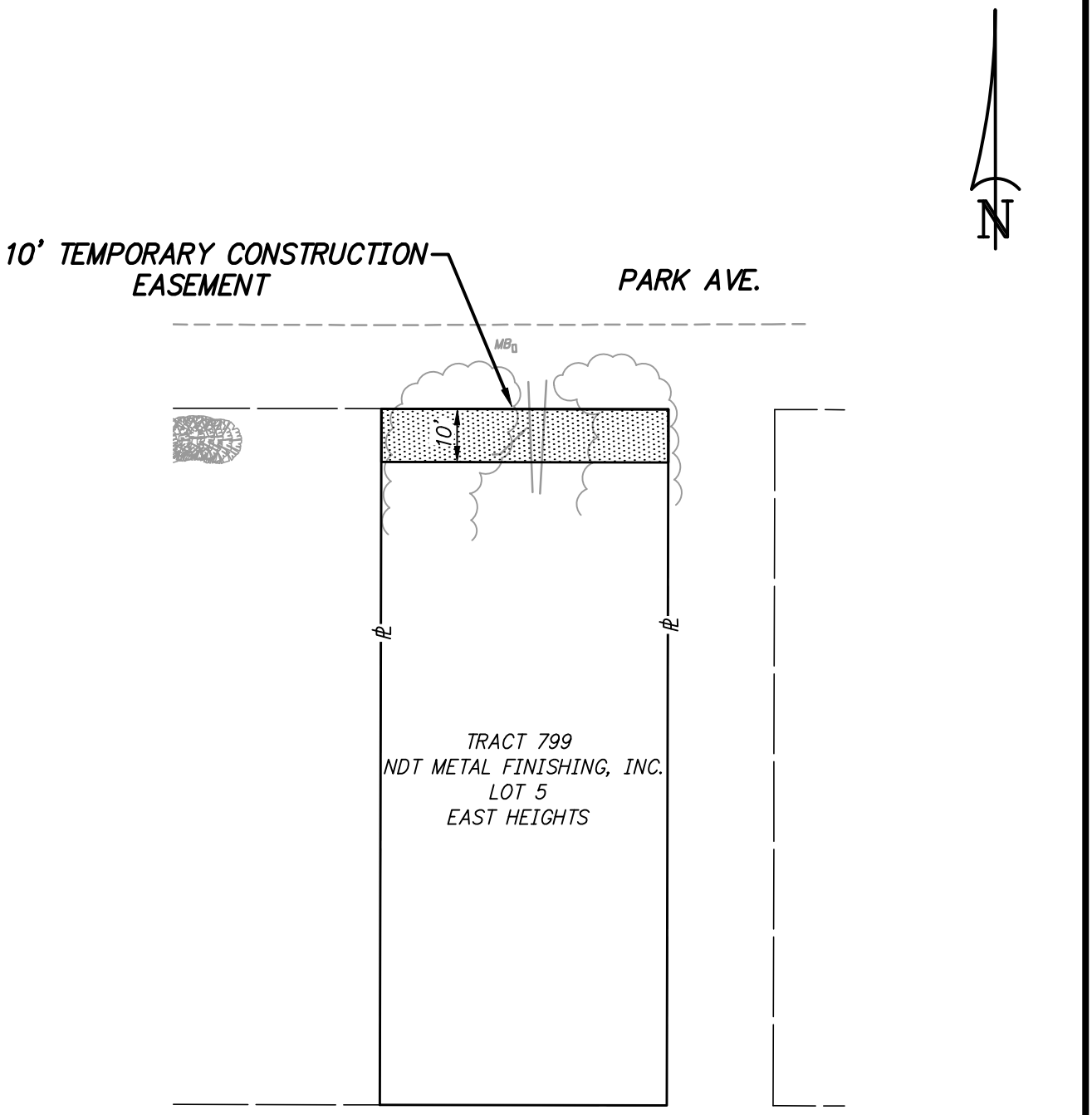
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 799 - NDT METAL FINISHING, INC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 799 - NDT METAL FINISHING INC.DWG, 8/28/2025 2:19 PM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): NDT Metal Finishing, INC - Tract 21

Property Address: 3616 Park Ave
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 540 sqft 6.00 per sqft
20% value equals $ 648.00

**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: **$ 648.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 836
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That HQC Properties, LLC, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> A 10.00′ wide easement crossing part of the SW/4, SW/4 of Section 15, T-8-N, R-32-W, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:
>
> Commencing at the NE corner of said SW/4, SW/4; thence S02˚55′14″W along the east line of said SW/4, SW/4, 256.16′; thence N87˚04′46″W 323.56′ to the Point of Beginning; thence N82˚44′37″W 158.83′ to the east line of Lot 4, Block, I, Meades Addition No. 3; thence N02˚34′11″E along said east line, 10.03′; thence S82˚44′37″E 158.79′; thence S02˚24′44″W 10.03′ to the Point of Beginning, containing 1,588 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

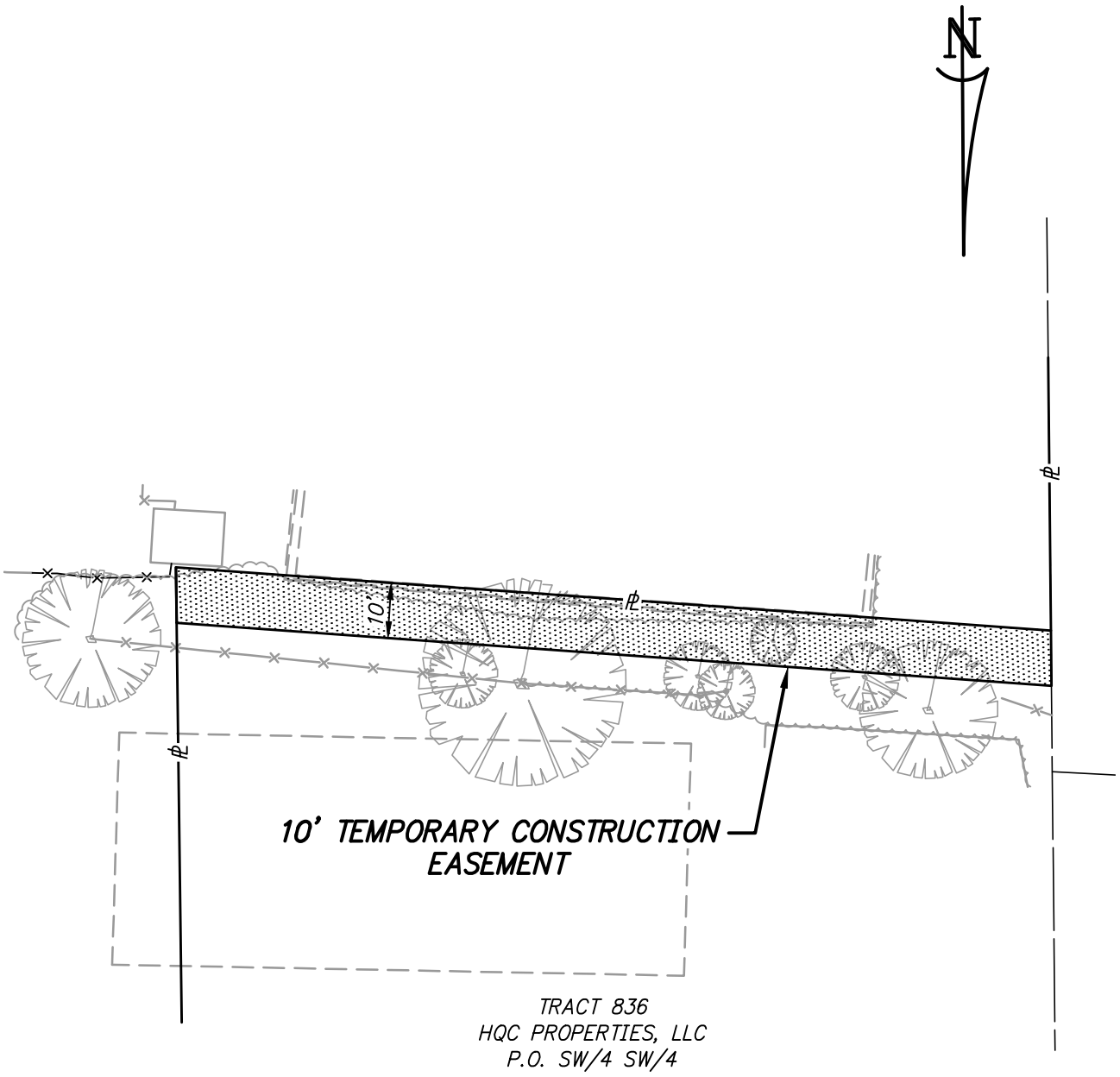
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 836 - HQC PROPERTIES, LLC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 836 - HQC PROPERTIES LLC.DWG, 8/28/2025 10:41 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): HQC Properties, LLC -Tract 22

Property Address: 200 N Greenwood Ave
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 1,588 sqft 6.00 per sqft
20% value equals $ 1,905.60

**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: **$ 1,905.60 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 837
Date: August 28, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Ophthalmology Development Company, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> A 5.00' easement crossing part of the SW/4, SW/4 of Section 15, T-8-N, R-32-W, Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:
>
> Commencing at the NE corner of said SW/4, SW/4; thence S02˚55'14"W along the east line of said SW/4 SW/4, 256.16'; thence N87˚04'46'W 323.56' to the Point of Beginning; thence S07˚15'23"W 5.00'; thence N82˚44'37"W 158.42'; thence N02˚34'11"E 5.02'; thence S82˚44'37"E 158.83' to the Point of Beginning, containing 793 square feet more or less.

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 GRANTEES forever.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

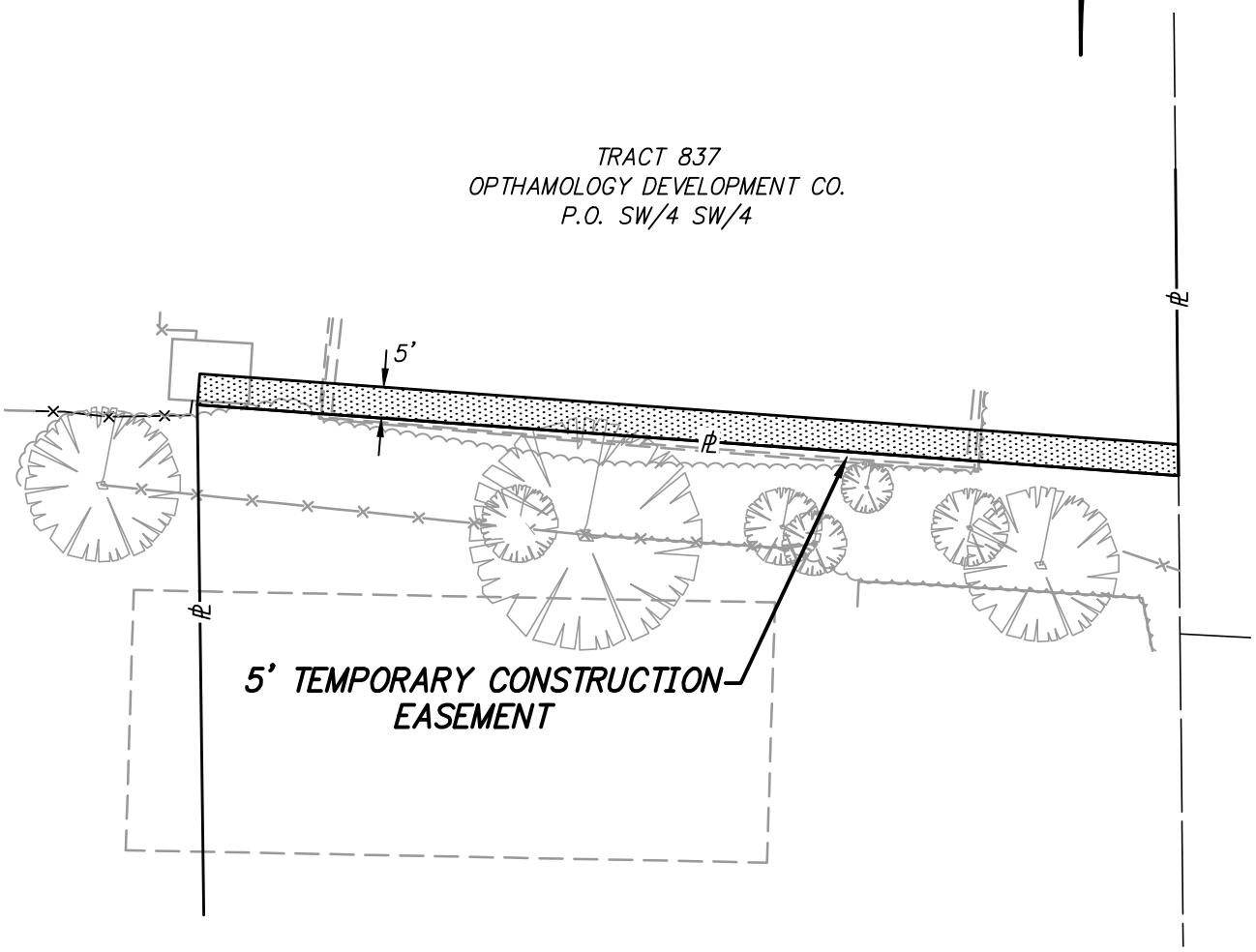
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 837 – OPTHAMOLOGY DEVELOPMENT CO.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 837 - OPTHAMOLOGY DEVELOPMENT CO.DWG, 8/28/2025 10:36 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Ophthalmology Development Company, LLC -Tract 23

Property Address: PAR# 10530-0002-00000-00
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 793 sqft 6.00 per sqft
20% value equals $ 951.60

**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: **$ 951.60 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 839
Date: August 27, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Richard Charles Goodlett, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of Lot C, Beverly Place Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 572 square feet more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with rights of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

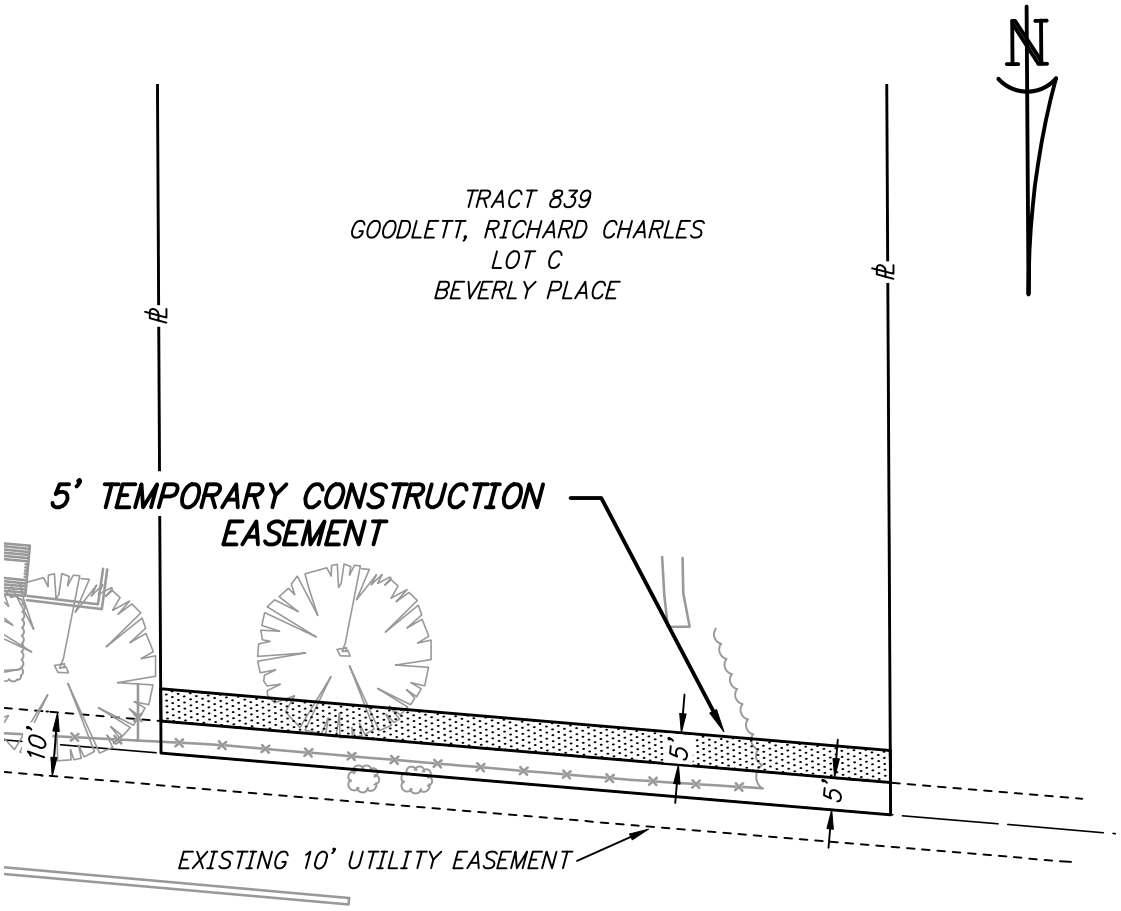
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 839 – GOODLETT, RICHARD CHARLES
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 839 - RICHARD GOODLETT.DWG, 8/27/2025 1:19 PM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Goodlett, Richard Charles - Tract 24

Property Address: 3007 Beverly Dr
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 572 sqft 6.00 per sqft
20% value equals $ 686.40

**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: **$ 686.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Sub-Basin P008 2016 Remedial Measures
Project #: 17-13-ED2
Tract #: 840
Date: August 27, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Bente W. Erikson, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of Lot B, Beverly Place Addition to the City of Fort Smith, Sebastian County, Arkansas, containing 572 square feet more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with rights of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

Witness our hands and seals on this ____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

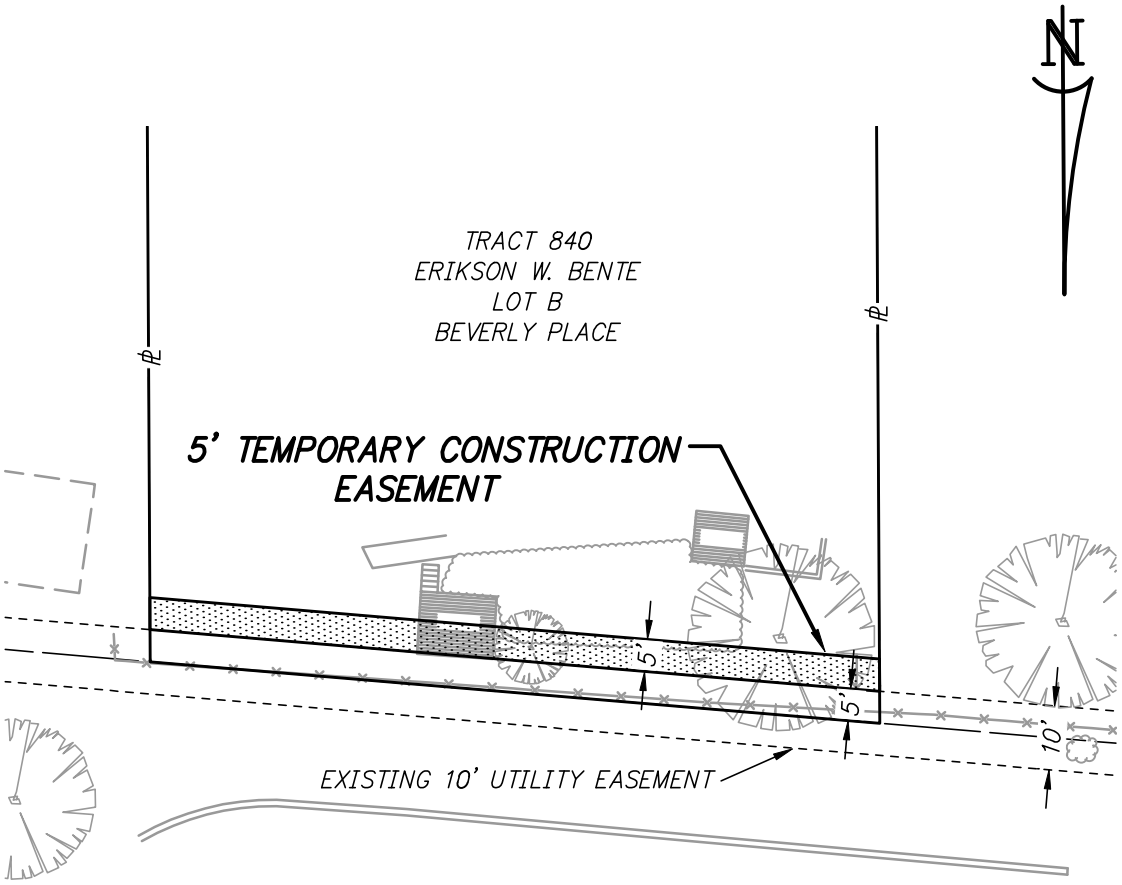
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 840 - BENTE ERICKSON.DWG, 9/3/2025 5:37 PM, JOSH NICHOLS, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 840 - ERIKSON W. BENTE
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Property Valuation Report

Property Owner(s): Erikson, Bente W - Tract 25

Property Address: 3015 Beverly Dr
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $6.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 572 sqft 6.00 per sqft
20% value equals $ 686.40

**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: **$ 686.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

PVR CALCULATIONS

The property sales that have been used to calculate the PVR values are listed below.

1. 14436-0004-00004-00
   Sold 3/20/19 – 0.16 Acres for $180,000.00

2. 10843-0108-00008-00
   Sold 7/20/21 – 0.21 Acres for $99,000.00

3. 12101-0004-00002-00
   Sold 11/15/24 – 0.16 Acres for $10,000.00

I went with an average value of $6.00 a square foot. Sewer Easements are valued at 50% full value Temporary Construction Easements are set at 20% of total per-square foot value.

September 7, 2025

To **Reba Lois Mize**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3001 Blackburn St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1,147.20**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

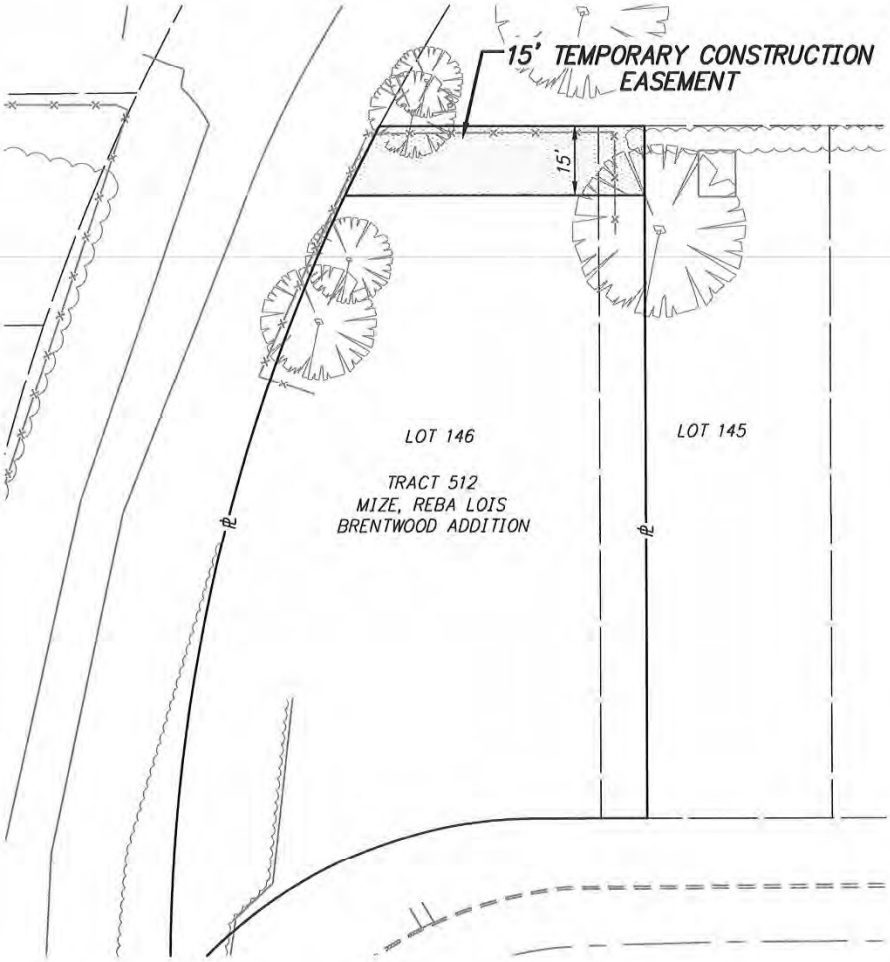
Property Tract Number is –

Tract 1

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 512 - REBA MIZE.DWG, 8/27/2025 2:03 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 512 - MIZE, REBA LOIS
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Edwina K. Cox**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3011 Blackburn St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$720.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

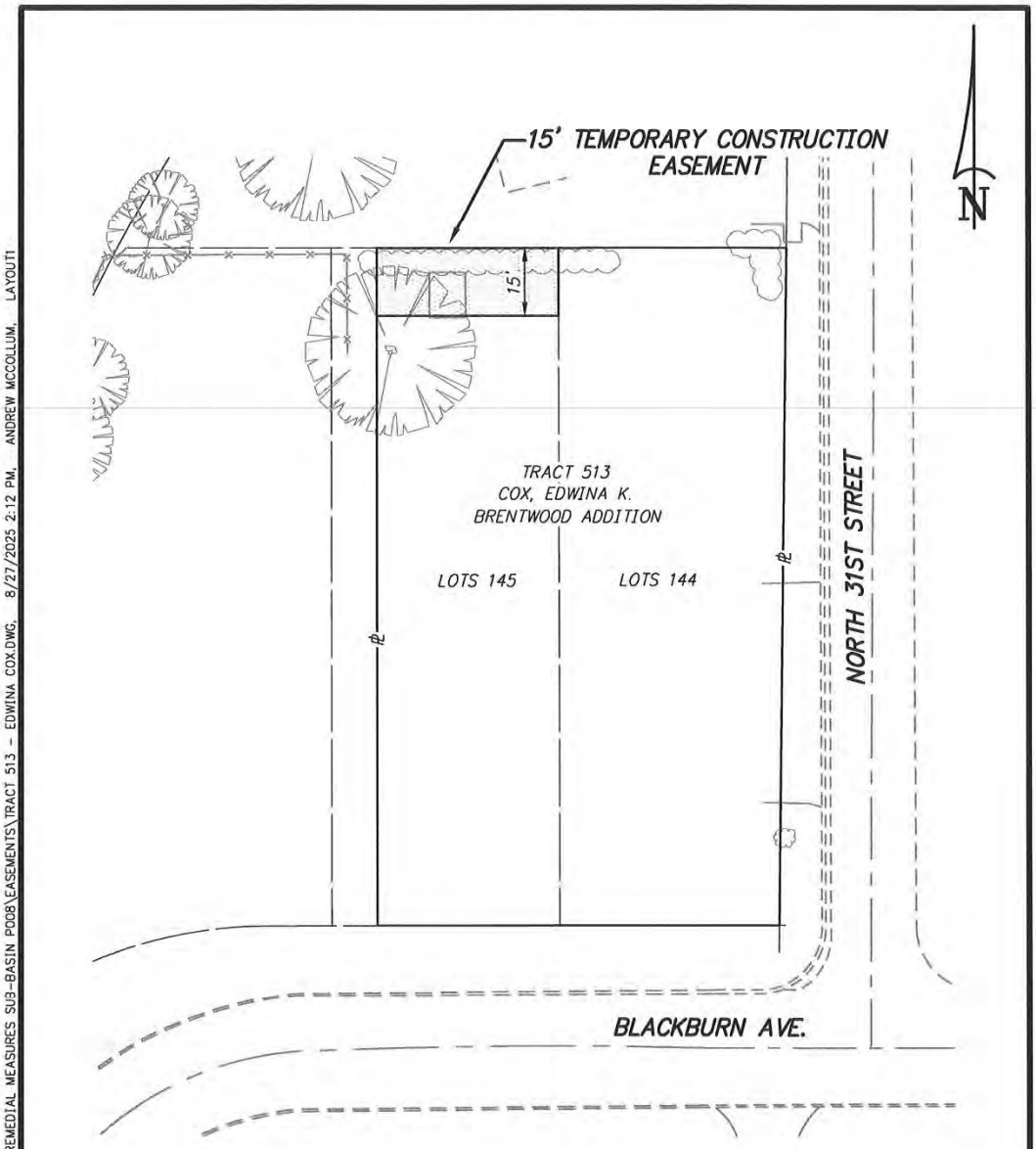
Property Tract Number is –

Tract 2

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 513 - EDWINA COX.DWG, 8/27/2025 2:12 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 513 - COX, EDWINA K.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Newbold Family Properties, LLC**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3010 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1725.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

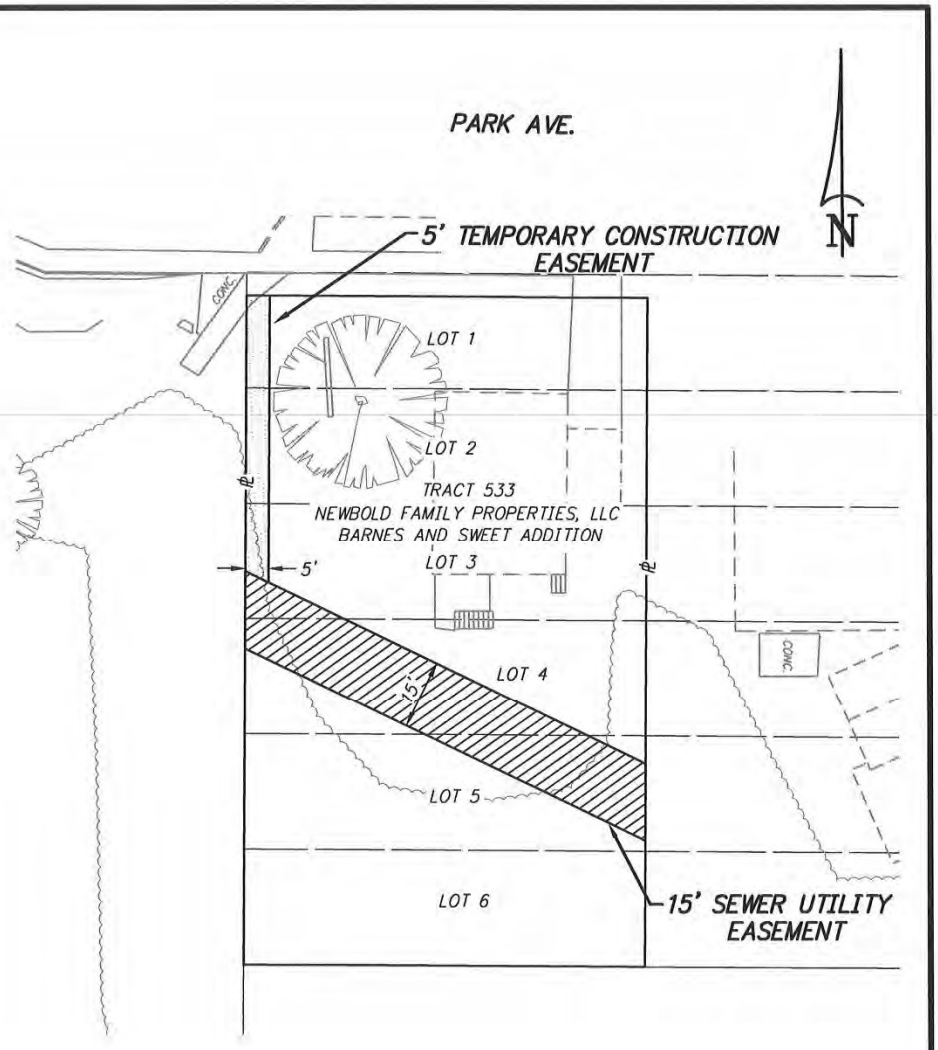
Property Tract Number is –

Tract 3

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 533 – NEWBOLD FAMILY PROPERTIES, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 533 - NEWBOLD FAMILY PROPERTIES LLC.DWG, 8/27/2025 10:07 AM, ANDREW MCCOLLUM, LAYOUT1

September 7, 2025

To **Kenny & Linda Kaelin,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3012 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1401.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

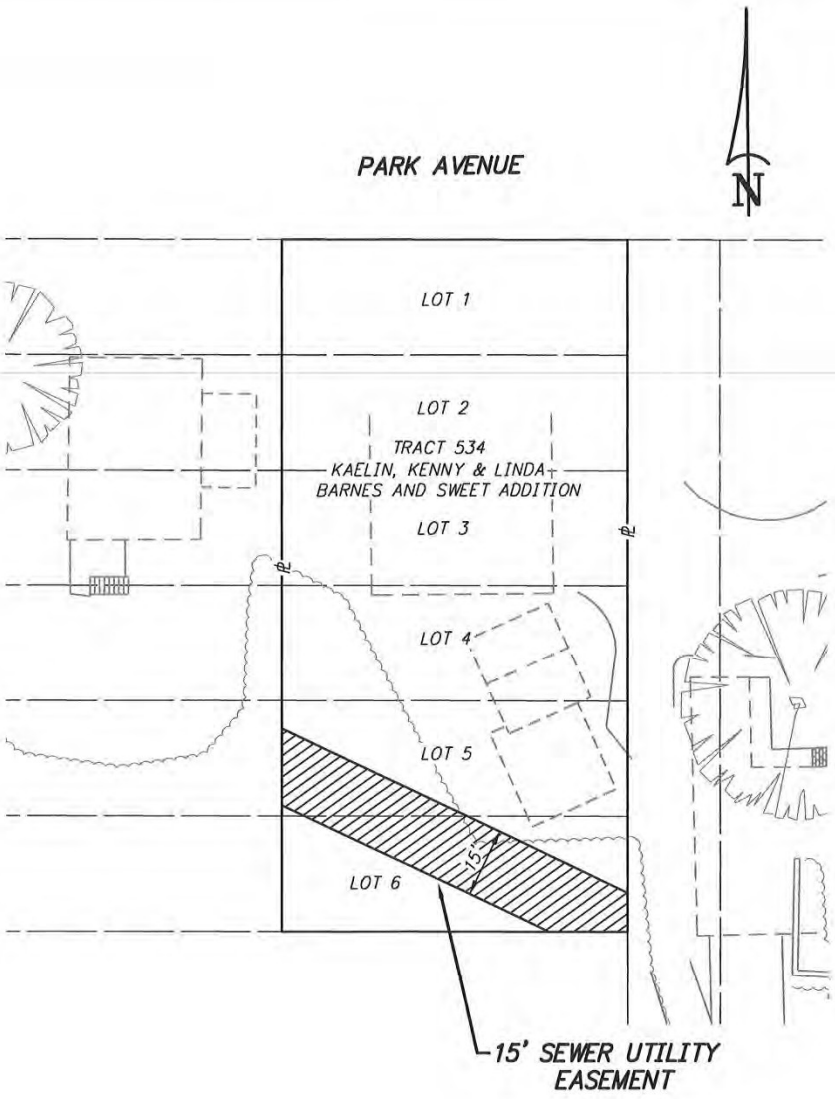
Property Tract Number is –

Tract 4

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED1 SSA 2016 REMEDIATION, SUB BASIN P008\DRAWINGS\ESMT_EXHIBITS\TRACT 534.DWG, 8/27/2025 10:17 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 534 - KAELIN, KENNY & LINDA
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Westphal Properties, Inc.,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **parcel #10231-0007-00004-00, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$82.80**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

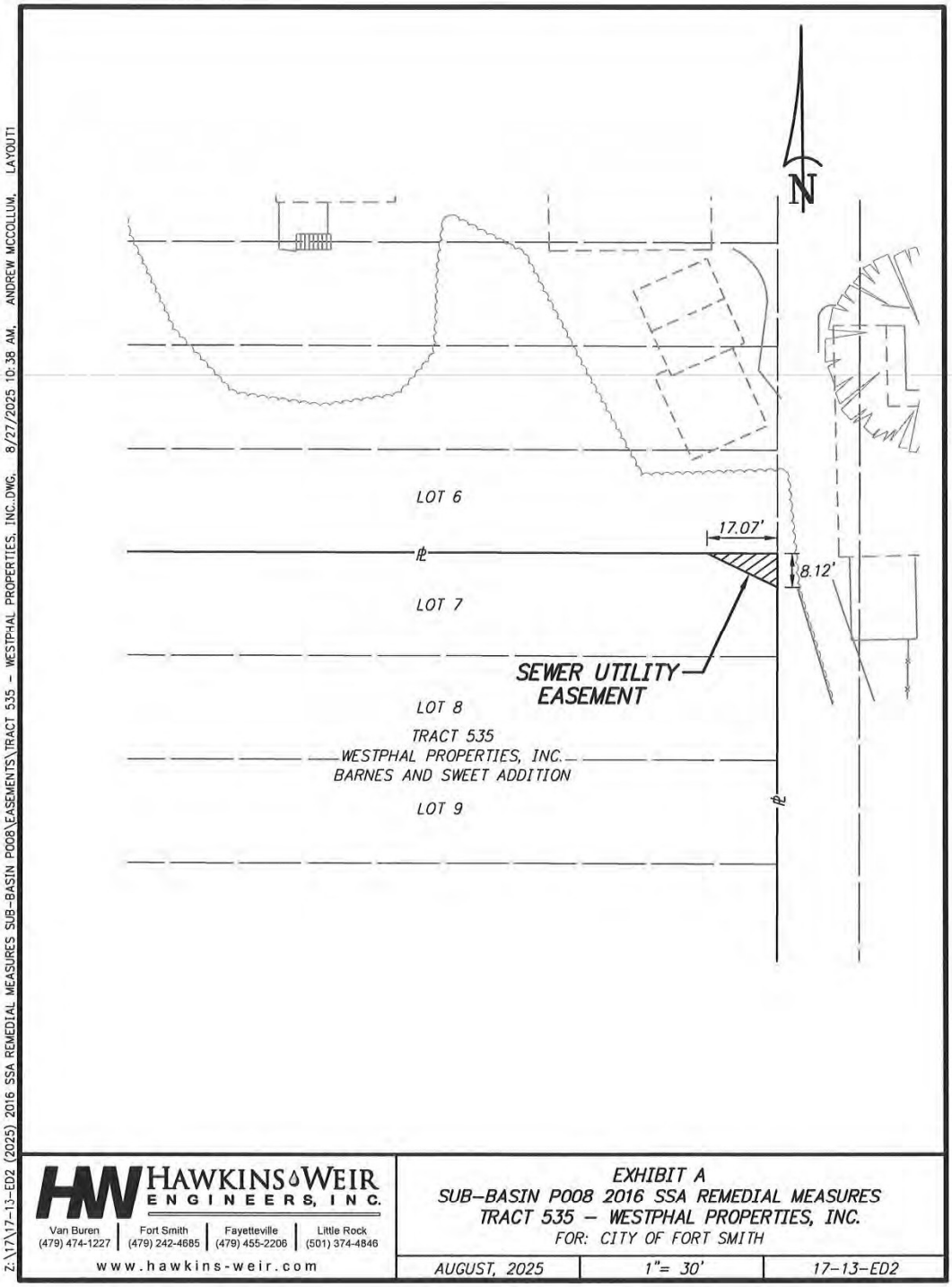
Property Tract Number is –

Tract 5

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 535 – WESTPHAL PROPERTIES, INC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 535 - WESTPHAL PROPERTIES, INC..DWG, 8/27/2025 10:38 AM, ANDREW MCCOLLUM, LAYOUT1

September 7, 2025

To **Kenny & Linda Kaelin,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3100 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$2269.20**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

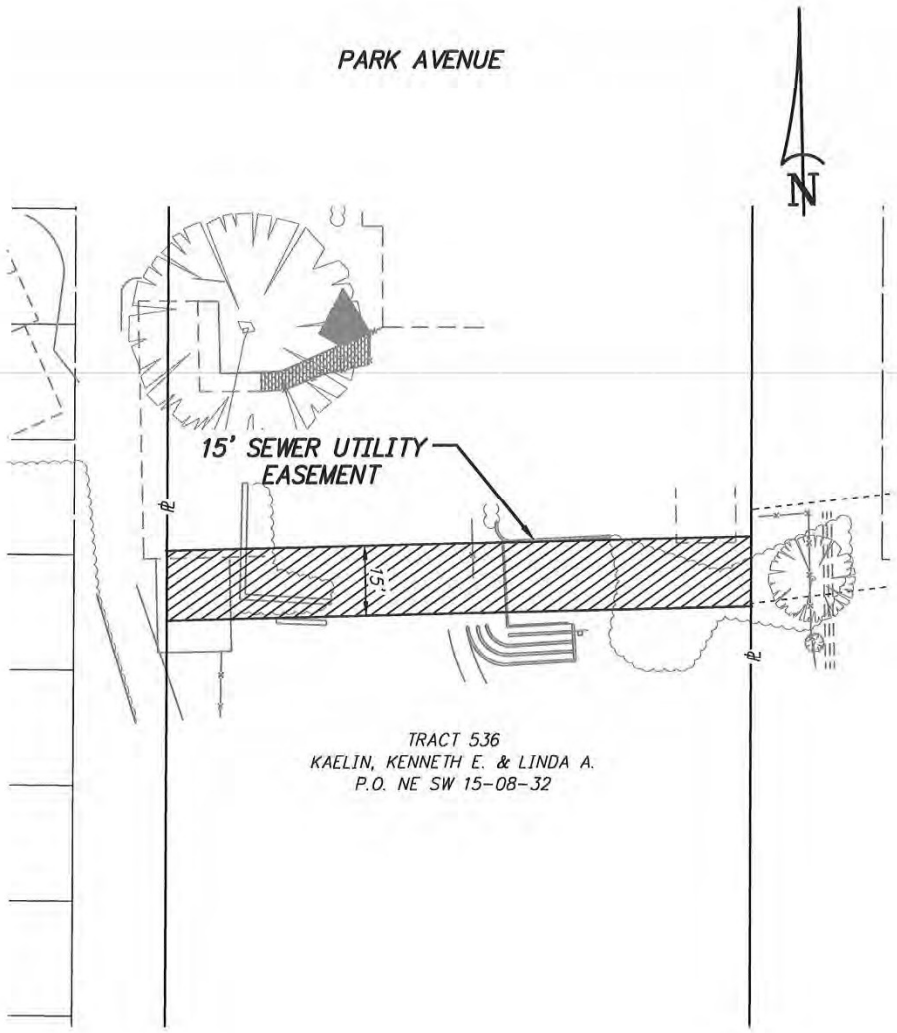
Property Tract Number is –

Tract 6

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 536 – KAELIN, KENNETH E. & LINDA A.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 536 - KENNETH & LINDA KAELIN.DWG, 8/27/2025 10:40 AM, ANDREW MCCOLLUM, LAYOUT1

September 7, 2025

To **Stone Creek Properties, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3014 Presley St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$5079.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

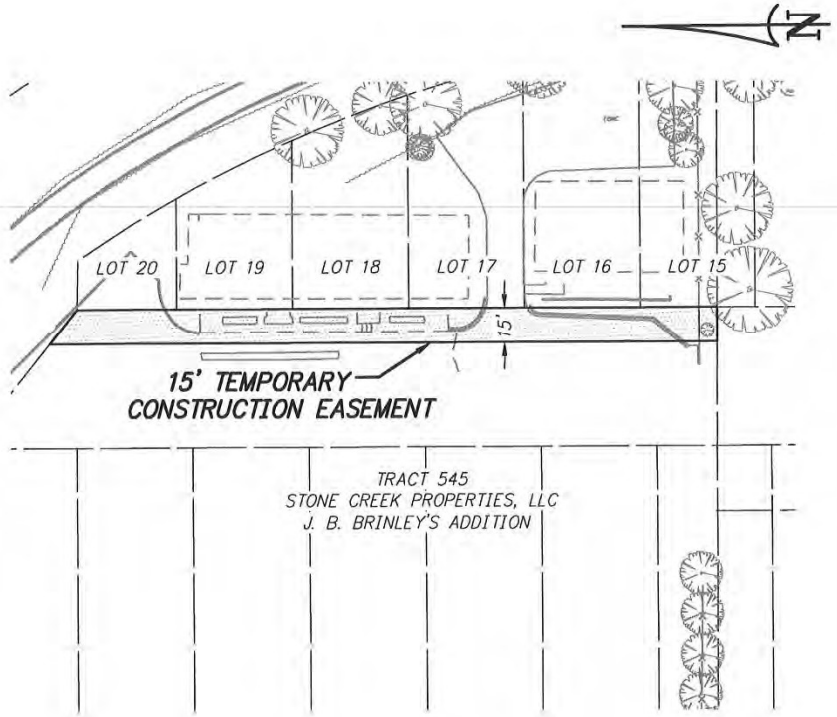
Property Tract Number is –

Tract 7

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 545 - STONE CREEK PROPERTIES LLC.DWG, 9/3/2025 2:51 PM, JOSH NICHOLS, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 545 - STONE CREEK PROPERTIES, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"=60'	17-13-ED2

September 7, 2025

To **Rhumb Line Properties, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **428 Melrose Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1020.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

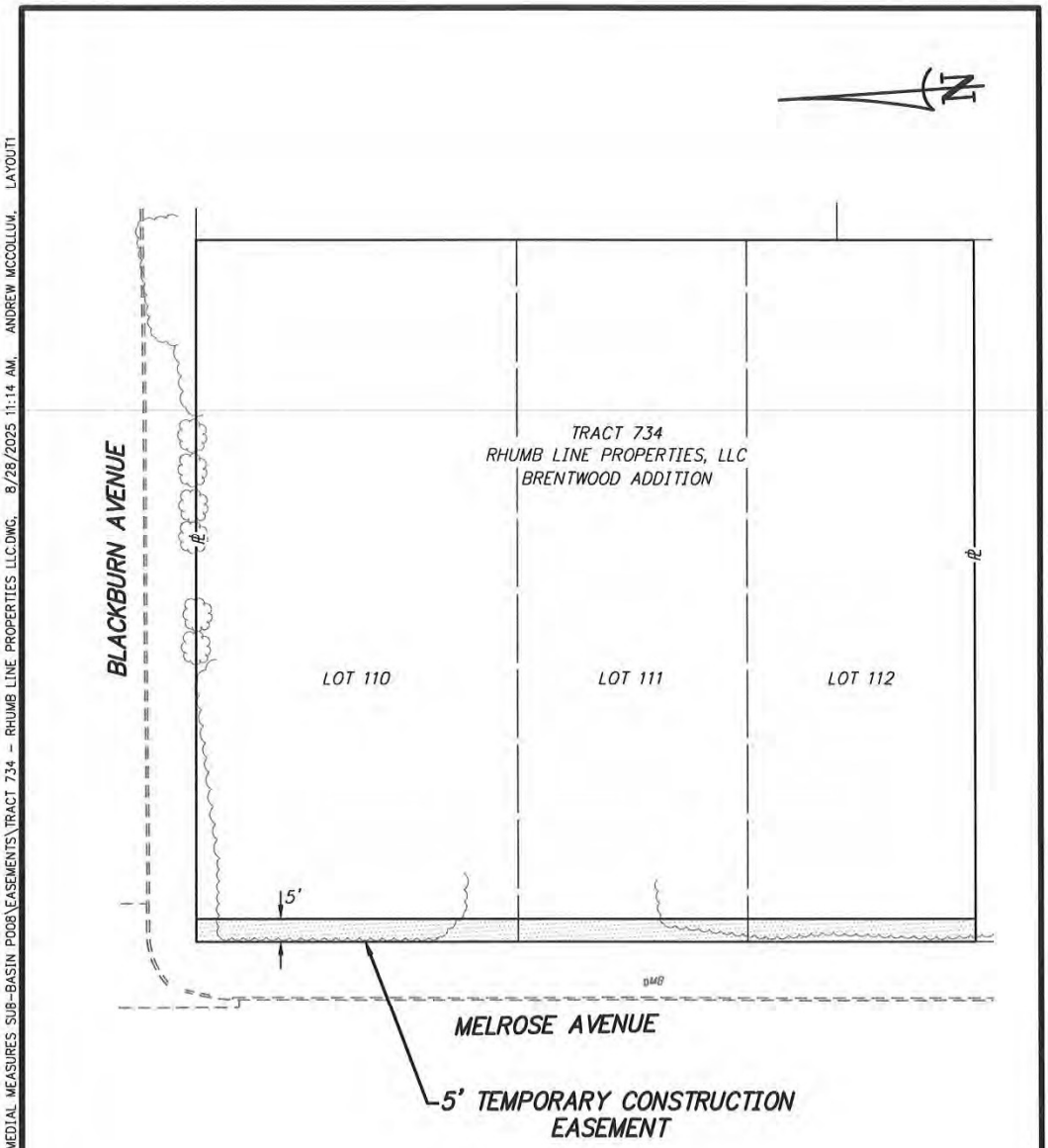
Property Tract Number is –

Tract 8

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 734 - RHUMB LINE PROPERTIES LLC.DWG, 8/28/2025 11:14 AM, ANDREW MCCOLLUM, LAYOUT1

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Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 734 - RHUMB LINE PROPERTIES, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Patricia A. Stuart,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **418 Melrose Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$870.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

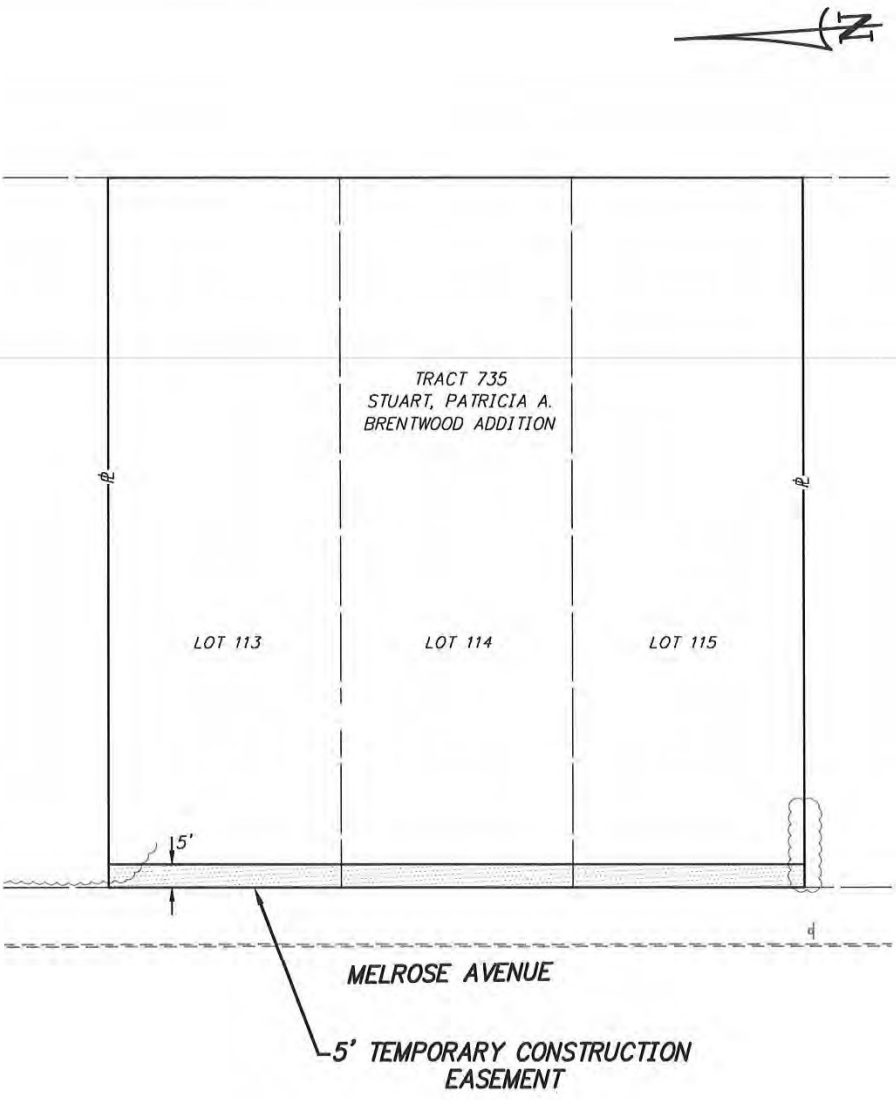
Property Tract Number is –

Tract 9

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 735 – STUART, PATRICIA A.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 735 - PATRICIA STUART.DWG, 8/28/2025 11:19 AM, ANDREW MCCOLLUM, LAYOUT1

September 7, 2025

To **Joe E. Murphy II, et al,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **400 Melrose Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$480.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

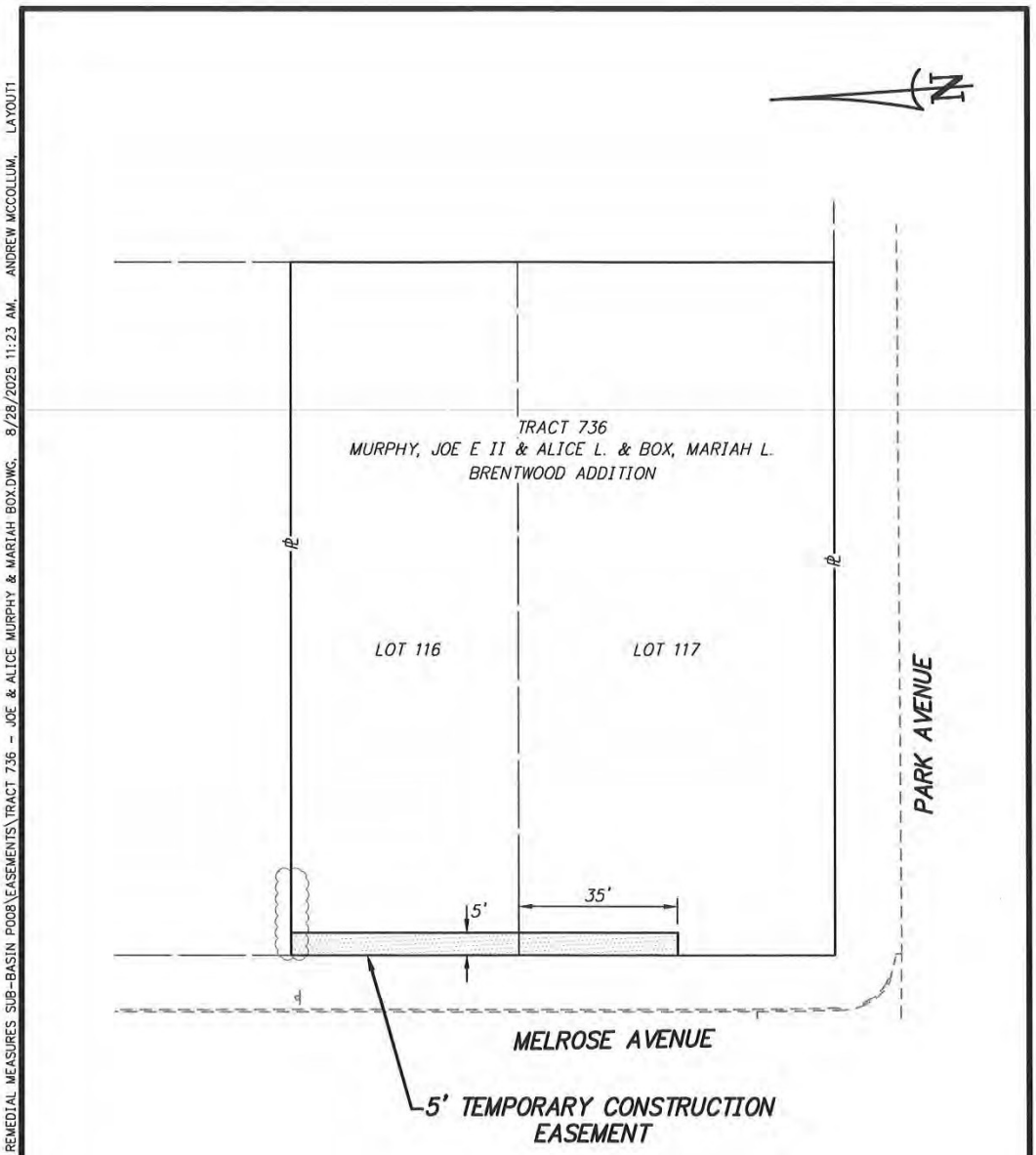
Property Tract Number is –

Tract 10

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 736 - JOE & ALICE MURPHY & MARIAH BOX.DWG, 8/28/2025 11:23 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 736 - MURPHY, JOE E II & ALICE L. & BOX, MARIAH L.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Harvey L Walker Family Living Trust,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **536 N 35th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$891.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

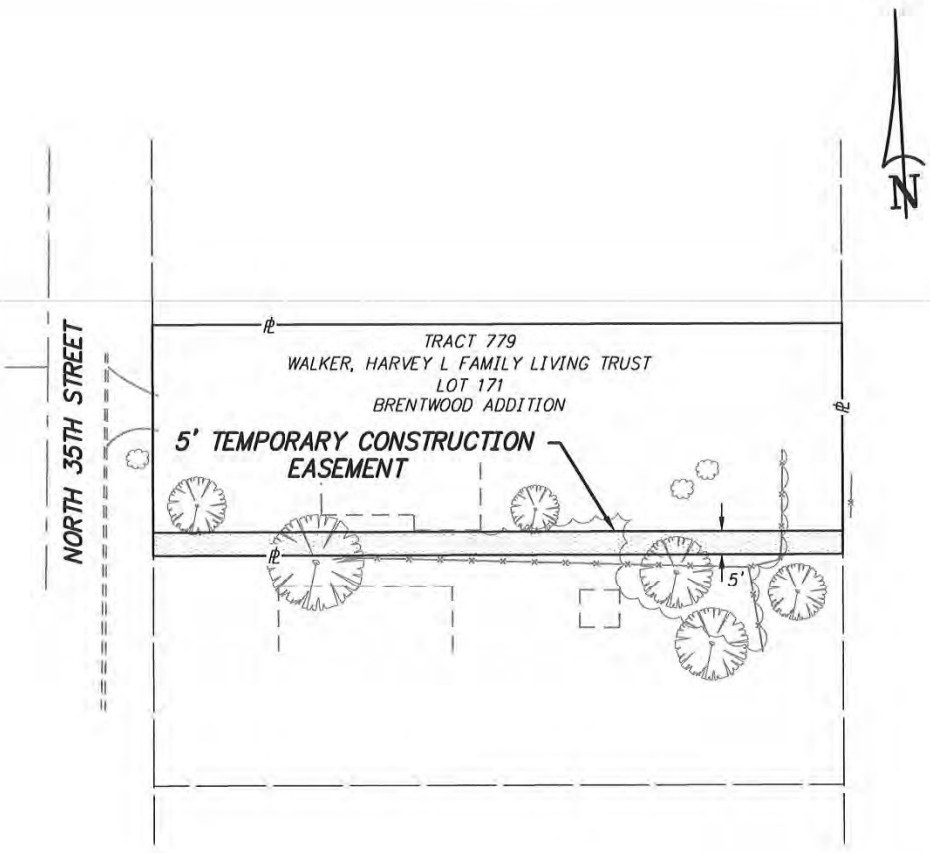
Property Tract Number is –

Tract 11

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 779 – WALKER, HARVEY L. FAMILY LIVING TRUST
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 779 - HARVEY WALKER FAMILY LIVING TRUST.DWG, 8/27/2025 4:33 PM, ANDREW MCCOLLUM, LAYOUT1

September 7, 2025

To **2M Investments, LLC**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **532 N 35th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$891.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

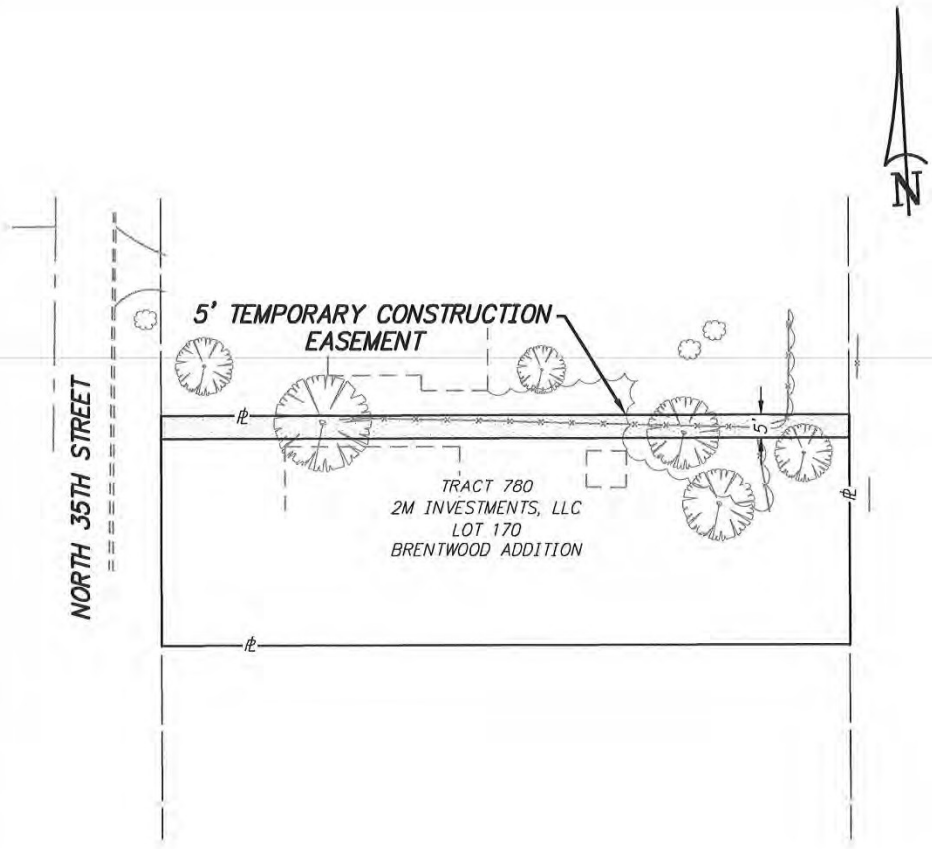
Property Tract Number is –

Tract 12

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 780 – 2M INVESTMENTS, LLC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 780 - 2M INVESTMENTS LLC.DWG, 9/3/2025 3:54 PM, JOSH NICHOLS, LAYOUT1

September 7, 2025

To **Full Counsel Christian Fellowship & Full Counsel Ministries, Inc.**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3514 Kinkead Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$144.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

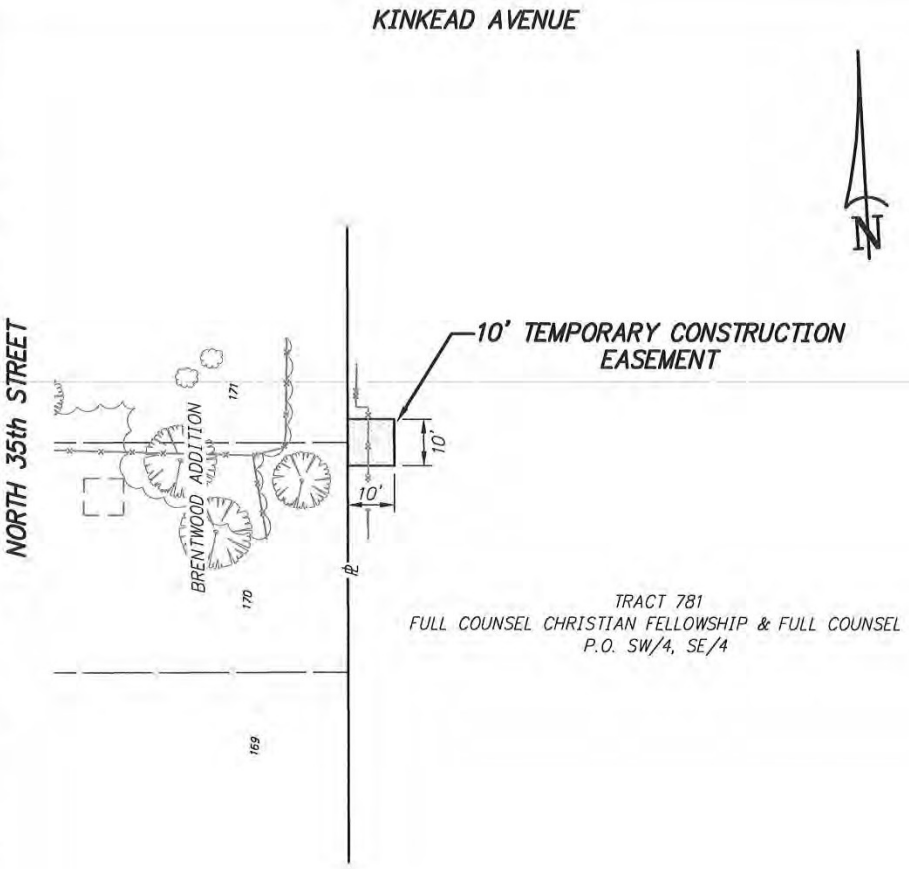
Property Tract Number is –

Tract 13

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



TRACT 781
FULL COUNSEL CHRISTIAN FELLOWSHIP & FULL COUNSEL
P.O. SW/4, SE/4

HAWKINS WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 781 – FULL COUNSEL CHRISTIAN FELLOWSHIP
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 781 – FULL COUNSEL CHRISTIAN FELLOWSHIP.DWG, 9/3/2025 4:01 PM, JOSH NICHOLS, LAYOUT1

September 7, 2025

To **Bruce Lee & Shelia Ann Bontemps,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **431 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$374.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

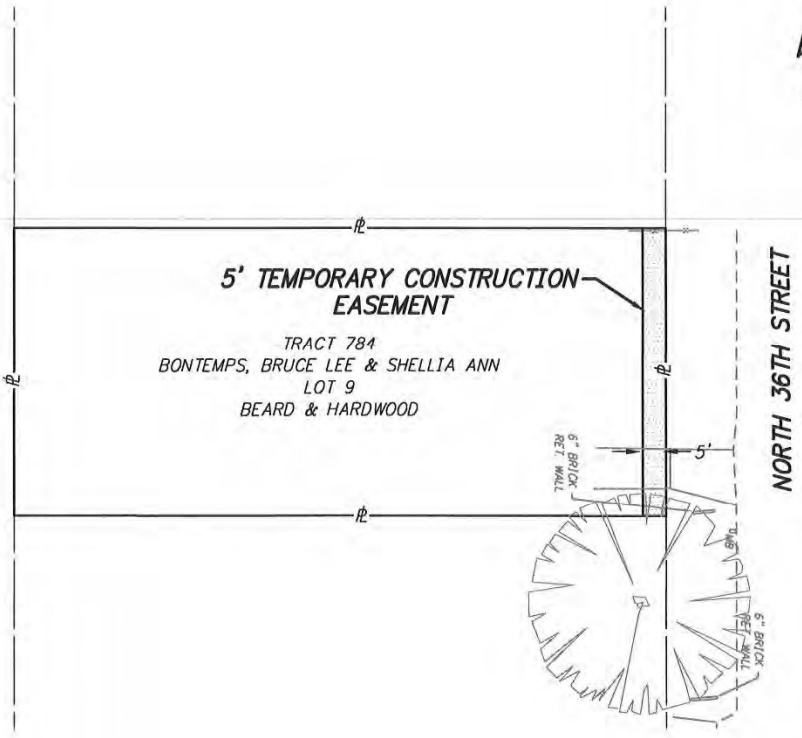
Property Tract Number is –

Tract 14

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 784 – BONTEMPS, BRUCE LEE & SHELLIA ANN
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 784 – BRUCE & SHELLIA BONTEMPS.DWG, 8/28/2025 11:32 AM, ANDREW MCCOLLUM, LAYOUT1

September 7, 2025

To **Luis M. Meza, Jr. & Stefany V. Meza,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **427 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$374.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

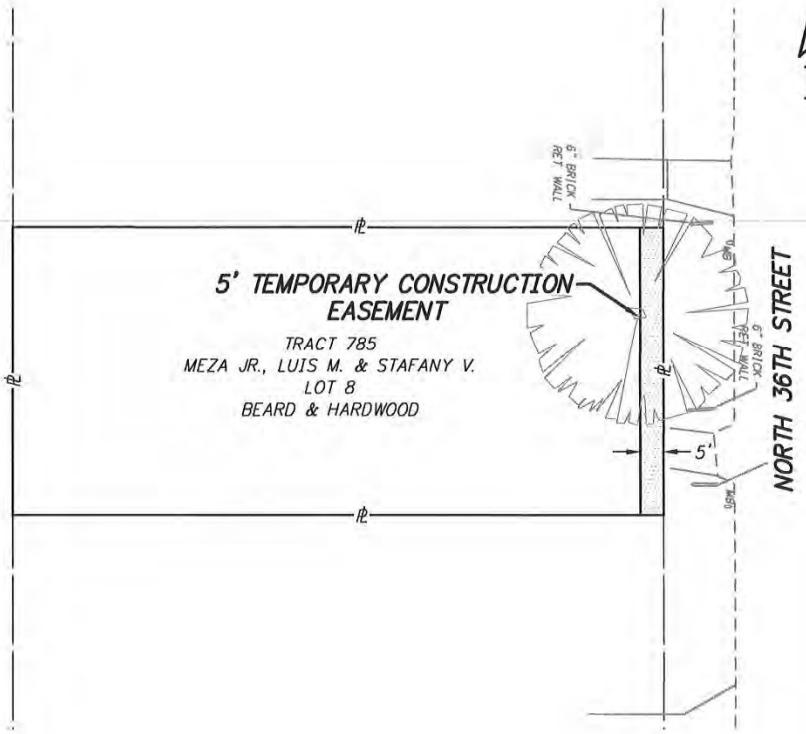
Property Tract Number is –

Tract 15

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 785 – MEZA JR, LUIS M & STEFANY V
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 785 – LUIS & STEFANY MEZA.DWG, 8/28/2025 11:35 AM, ANDREW MCCOLLUM, LAYOUT1

September 7, 2025

To **Copeland Rentals, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **421 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$374.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

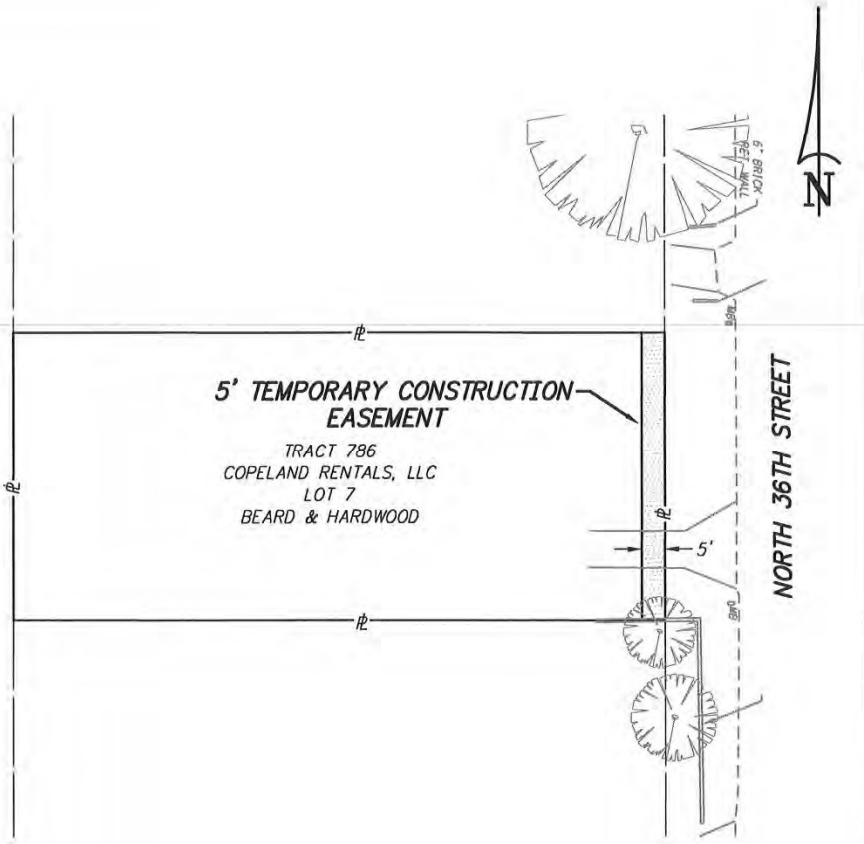
Property Tract Number is –

Tract 16

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 786 - COPELAND RENTALS LLC.DWG, 8/28/2025 11:41 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 786 - COPELAND RENTALS, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Esteban L Hernandez & Juana Guerrero,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **417 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$374.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

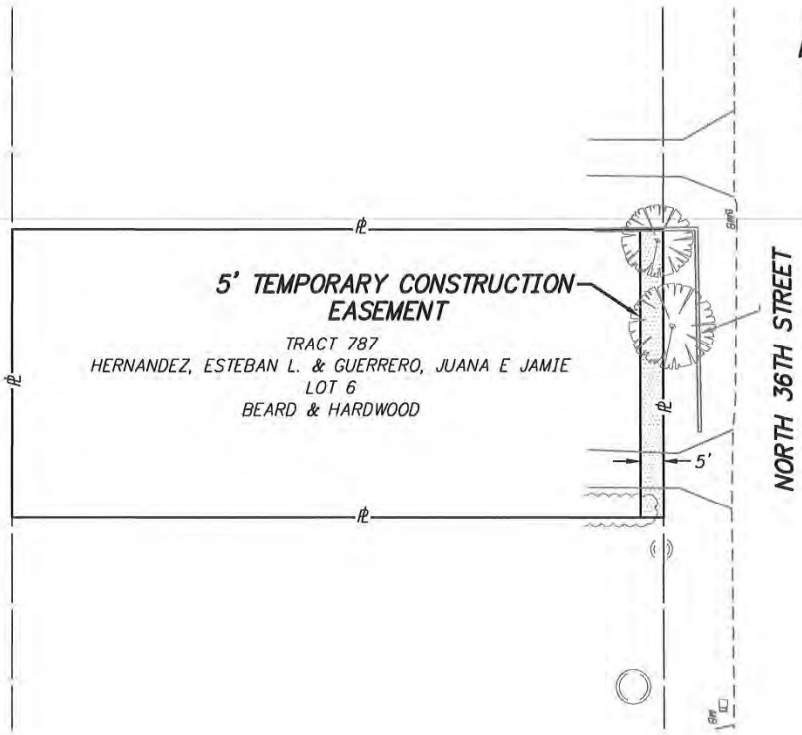
Property Tract Number is –

Tract 17

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 787 – HERNANDEZ, ESTEBAN L & GUERRERO, JUANA E JAMIE
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 787 – ESTEBAN HERNANDEZ & JUANA E JAMIE GUERRERO.DWG, 8/28/2025 1:20 PM, ANDREW MCCOLLUM, LAYOUT1

September 7, 2025

To **Esteban L Hernandez,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **411 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1188.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

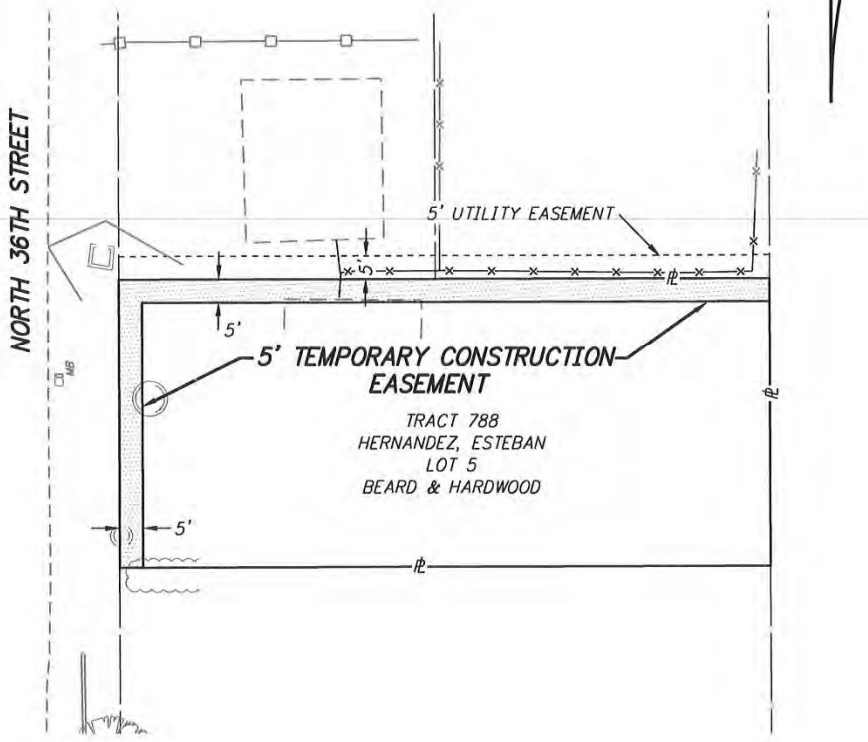
Property Tract Number is –

Tract 18

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 788 - ESTEBAN HERNANDEZ.DWG, 8/28/2025 1:58 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 788 - HERNANDEZ, ESTEBAN
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Samuel A. Ulloa,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3606 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$648.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

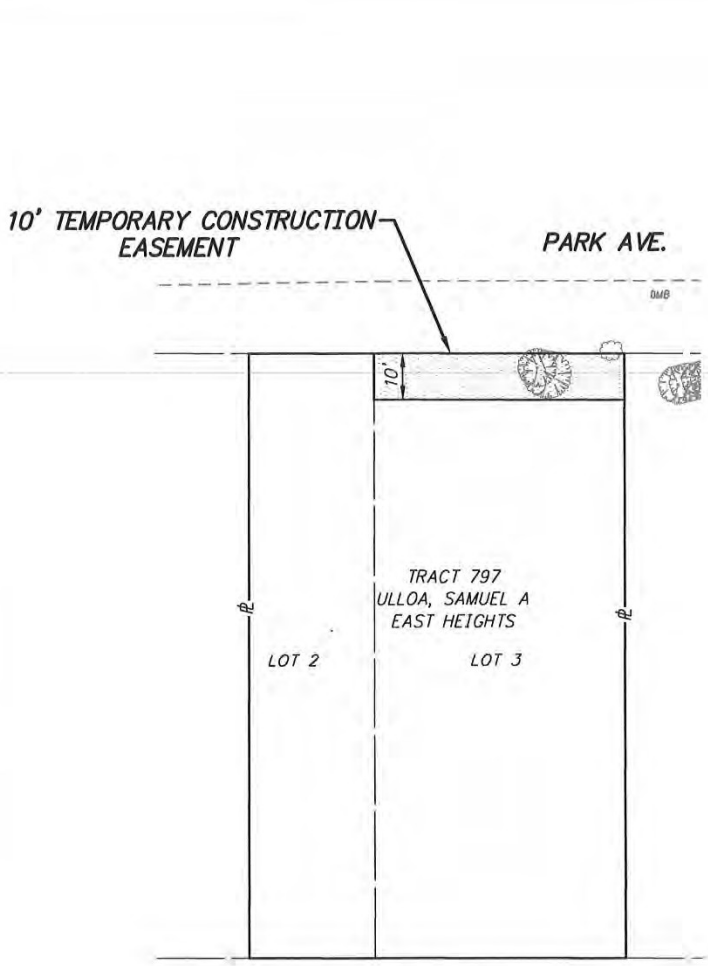
Property Tract Number is –

Tract 19

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 797 - SAMUEL ULLOA.DWG, 8/28/2025 2:10 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 797 - ULLOA, SAMUEL A
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Gladis Perez,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3612 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$648.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

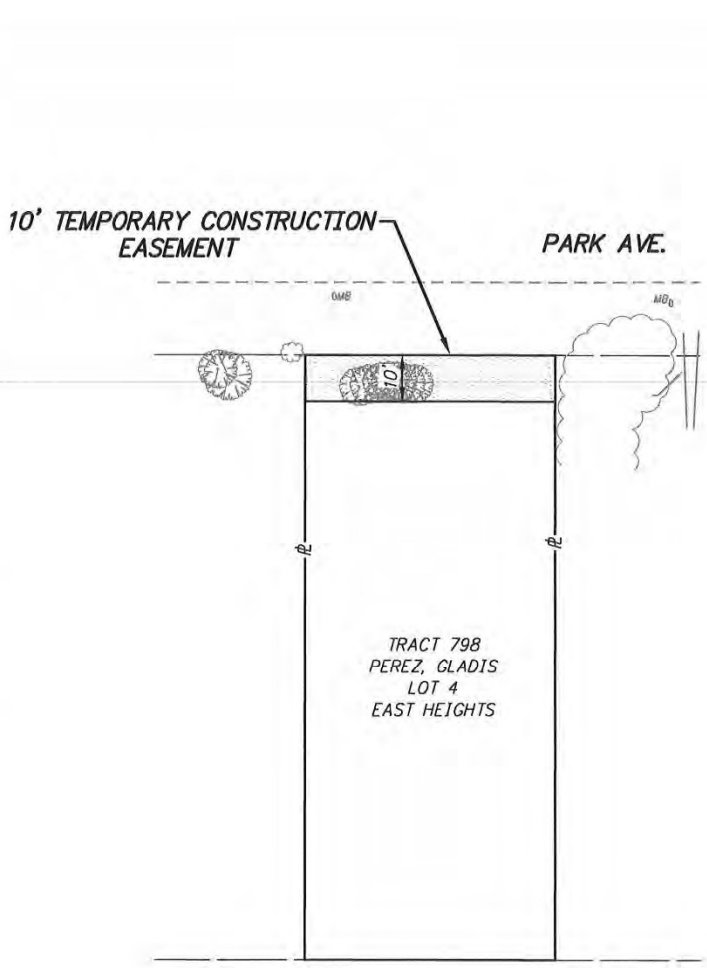
Property Tract Number is –

Tract 20

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 798 - GLADIS PEREZ.DWG, 8/28/2025 2:16 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 798 - PEREZ, GLADIS
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **NDT Metal Finishing, Inc.,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3616 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$648.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

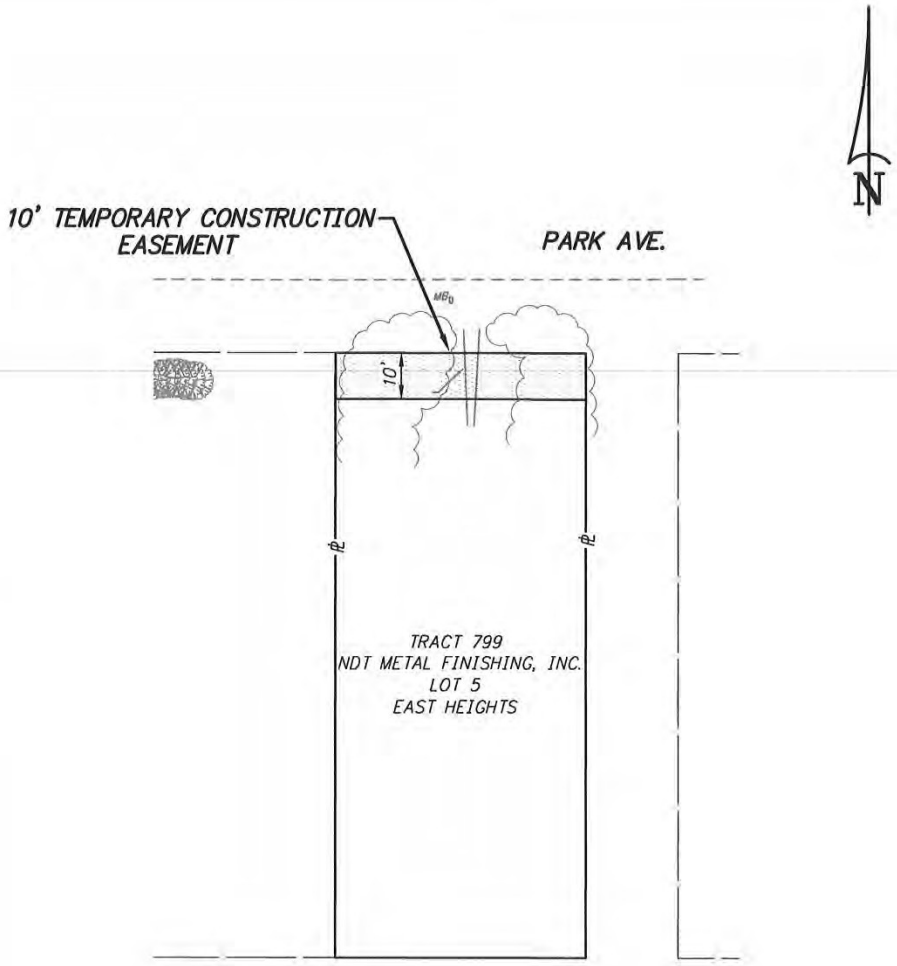
Property Tract Number is –

Tract 21

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 799 - NDT METAL FINISHING INC.DWG, 8/28/2025 2:19 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 799 - NDT METAL FINISHING, INC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **HQC Properties, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **200 N Greenwood Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1905.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

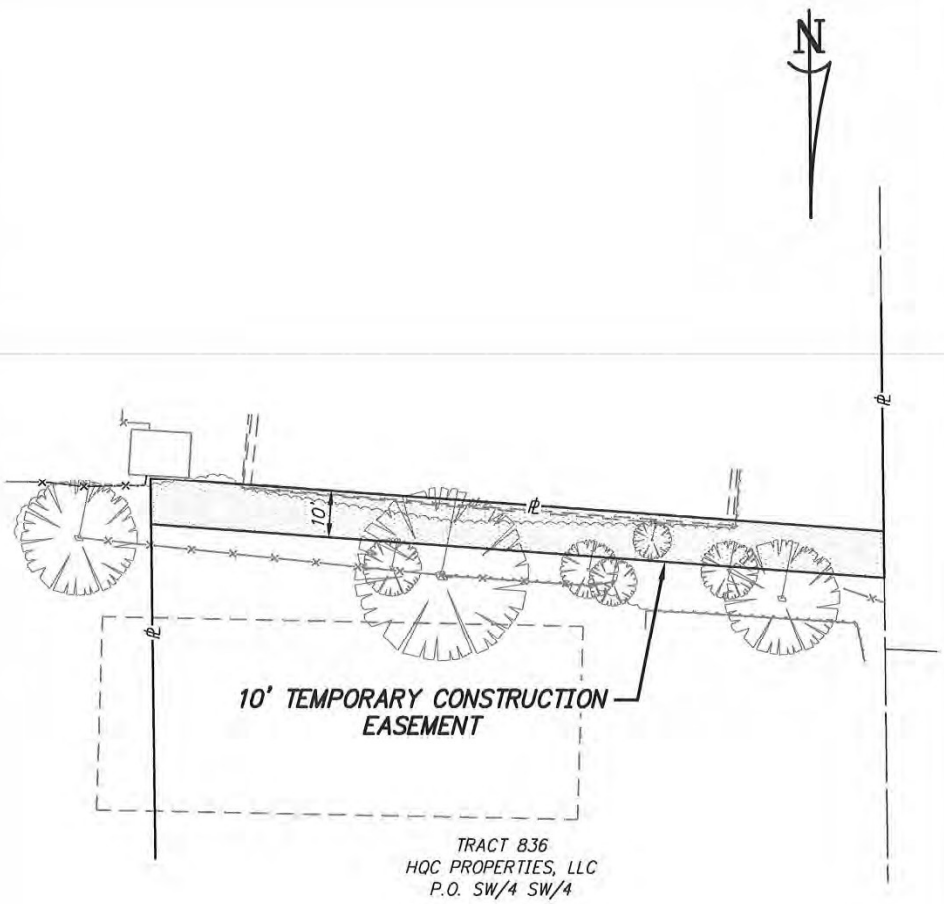
Property Tract Number is –

Tract 22

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 836 - HQC PROPERTIES LLC.DWG, 8/28/2025 10:41 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 836 - HQC PROPERTIES, LLC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Ophthalmology Development Company, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **parcel # 10530-0002-00000-00, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$951.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

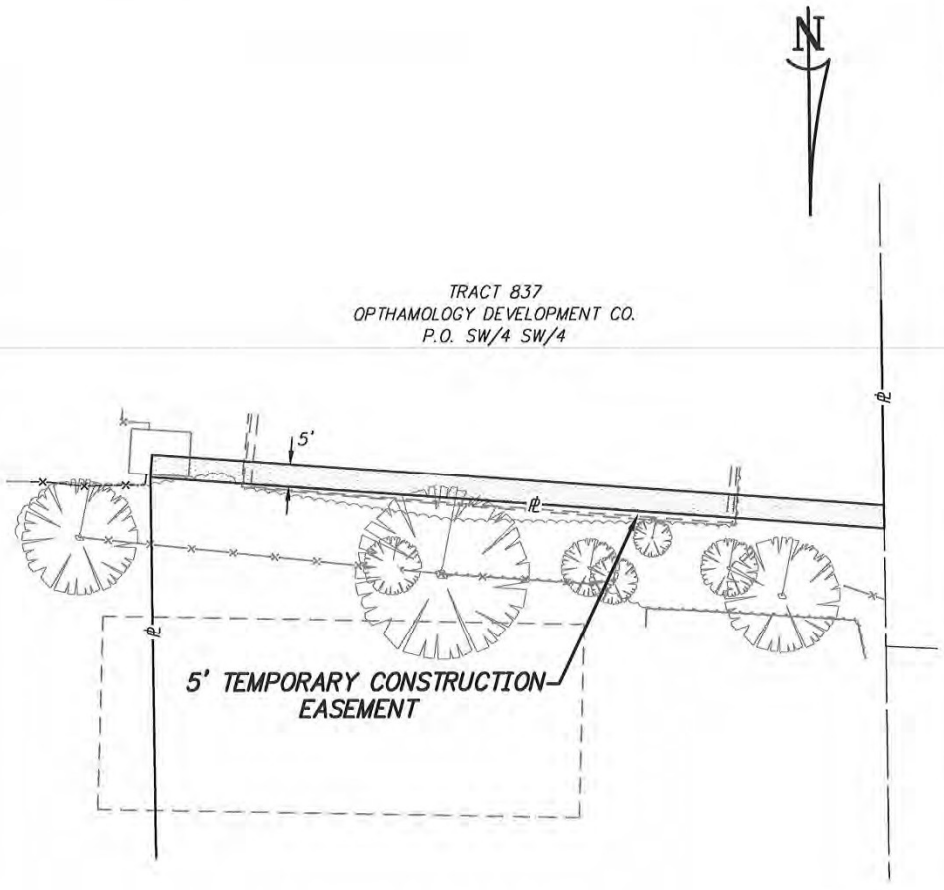
Property Tract Number is –

Tract 23

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 837 - OPTHAMOLOGY DEVELOPMENT CO.DWG, 8/28/2025 10:36 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 837 - OPTHAMOLOGY DEVELOPMENT CO.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 7, 2025

To **Richard Charles Goodlet,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3007 Beverly Drive, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$686.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

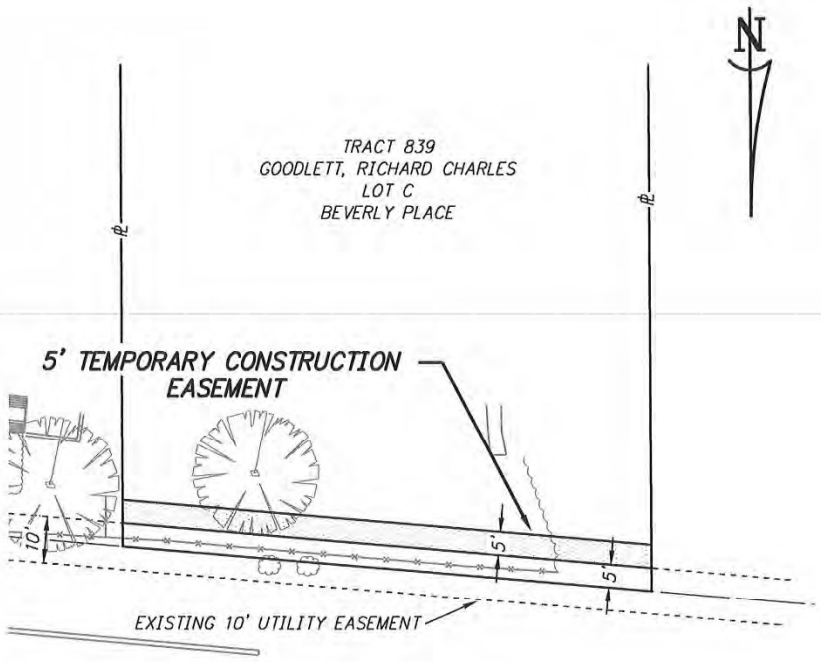
Property Tract Number is –

Tract 24

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 839 – GOODLETT, RICHARD CHARLES
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 839 - RICHARD GOODLETT.DWG, 8/27/2025 1:19 PM, ANDREW MCCOLLUM, LAYOUT1

September 7, 2025

To **Bente W. Erikson,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3015 Beverly Drive, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$686.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

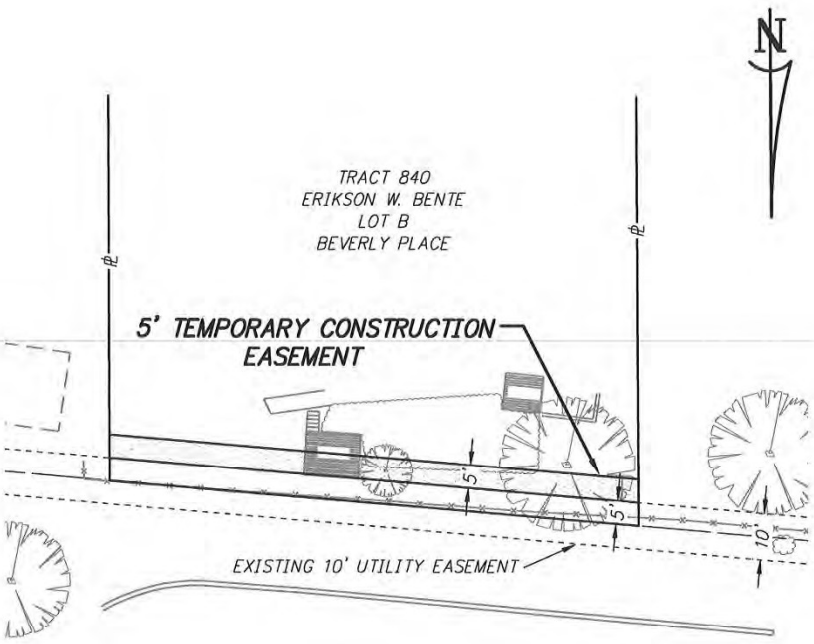
Property Tract Number is –

Tract 25

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 840 - BENTE ERICKSON.DWG, 9/3/2025 5:37 PM, JOSH NICHOLS, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 840 - ERIKSON W. BENTE
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Reba Lois Mize**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3001 Blackburn St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1,147.20**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

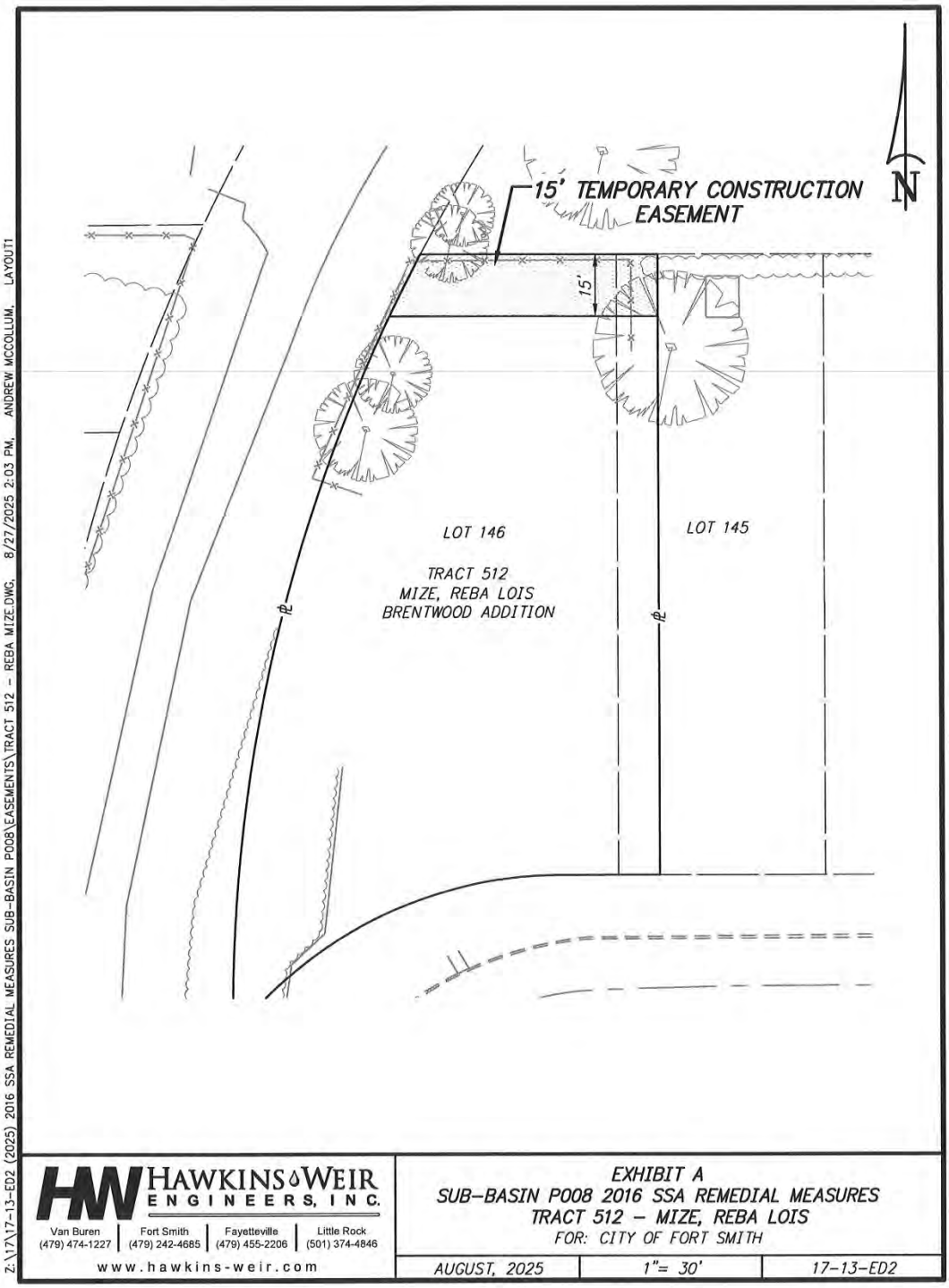
Property Tract Number is –

Tract 1

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 512 - REBA MIZE.DWG, 8/27/2025 2:03 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 512 - MIZE, REBA LOIS
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Edwina K. Cox**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3011 Blackburn St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$720.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

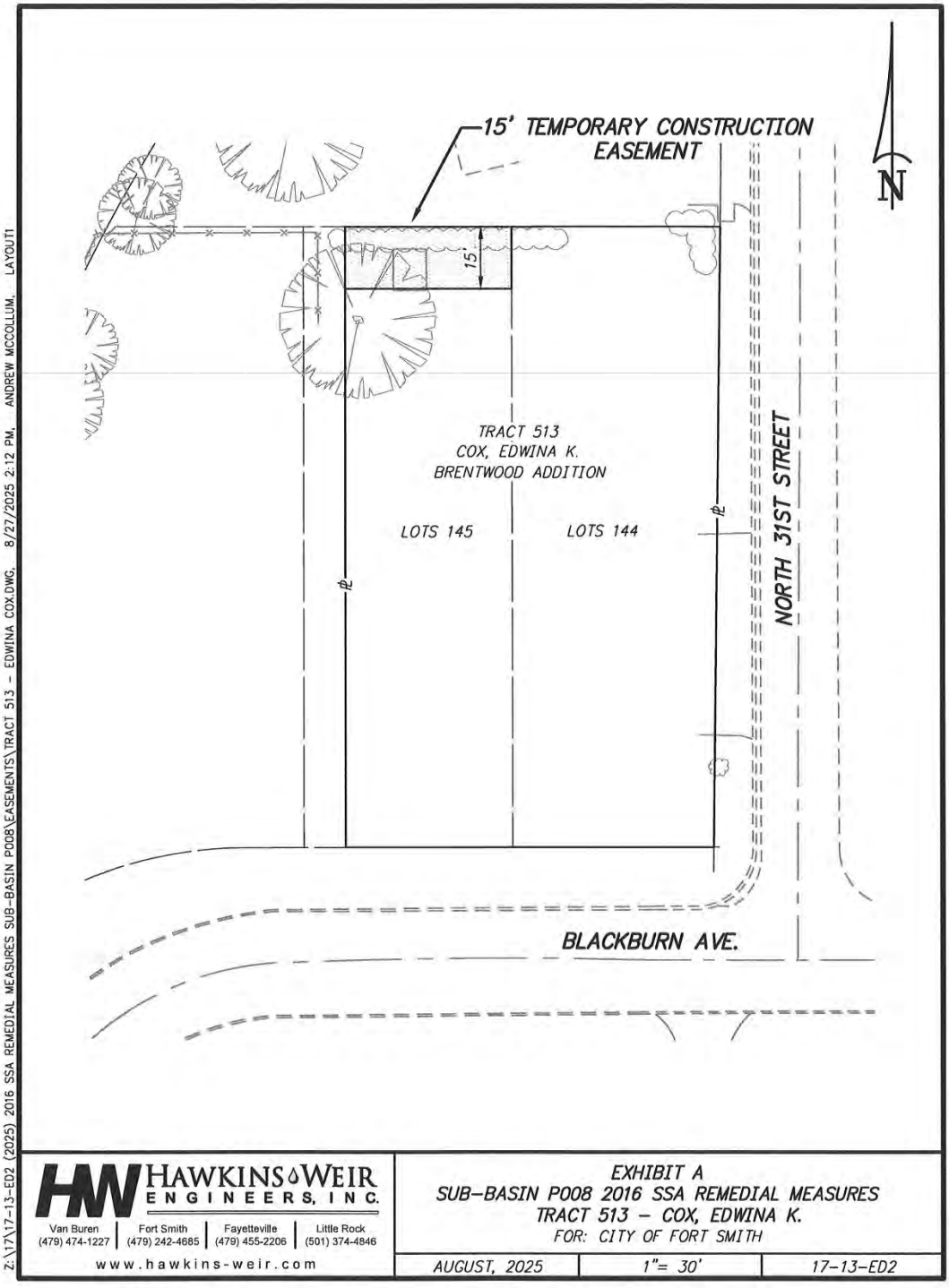
Property Tract Number is –

Tract 2

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 513 - EDWINA COX.DWG, 8/27/2025 2:12 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 513 - COX, EDWINA K.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Newbold Family Properties, LLC**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3010 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1725.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

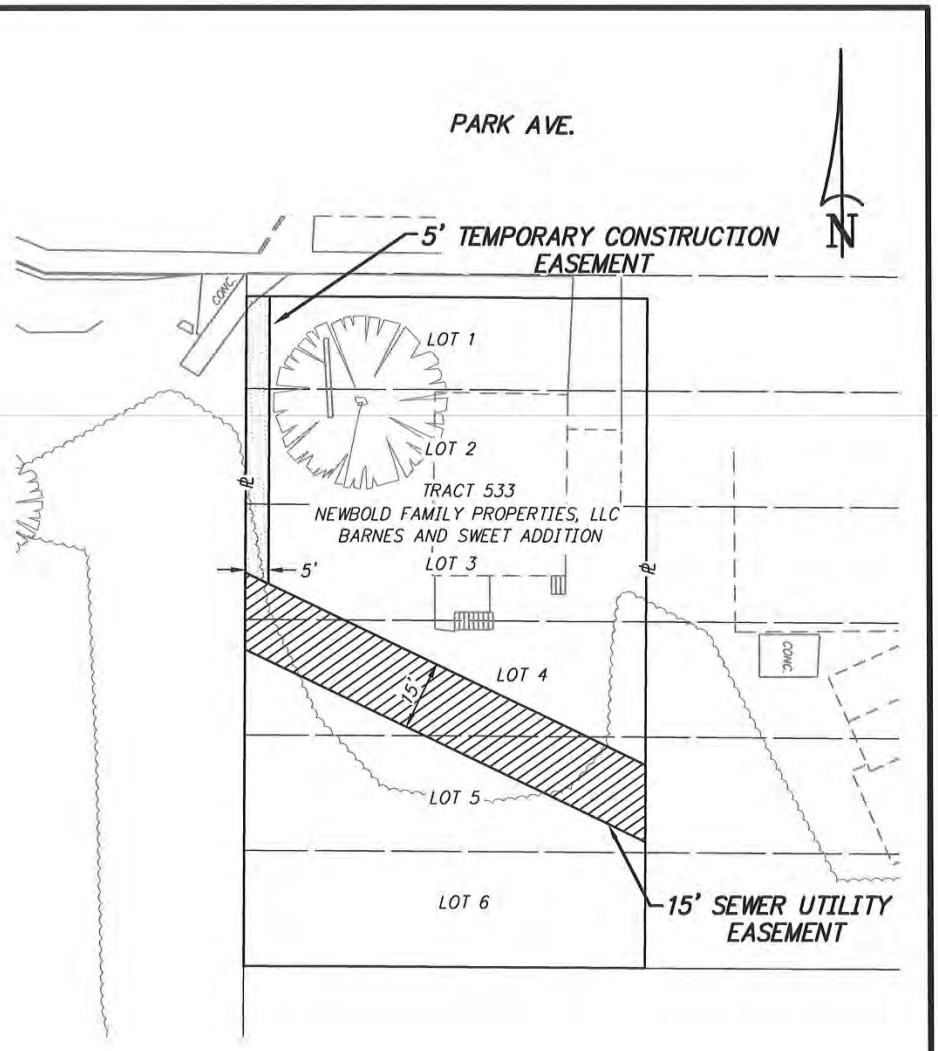
Property Tract Number is –

Tract 3

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 533 - NEWBOLD FAMILY PROPERTIES LLC.DWG, 8/27/2025 10:07 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 533 - NEWBOLD FAMILY PROPERTIES, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Kenny & Linda Kaelin,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3012 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1401.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

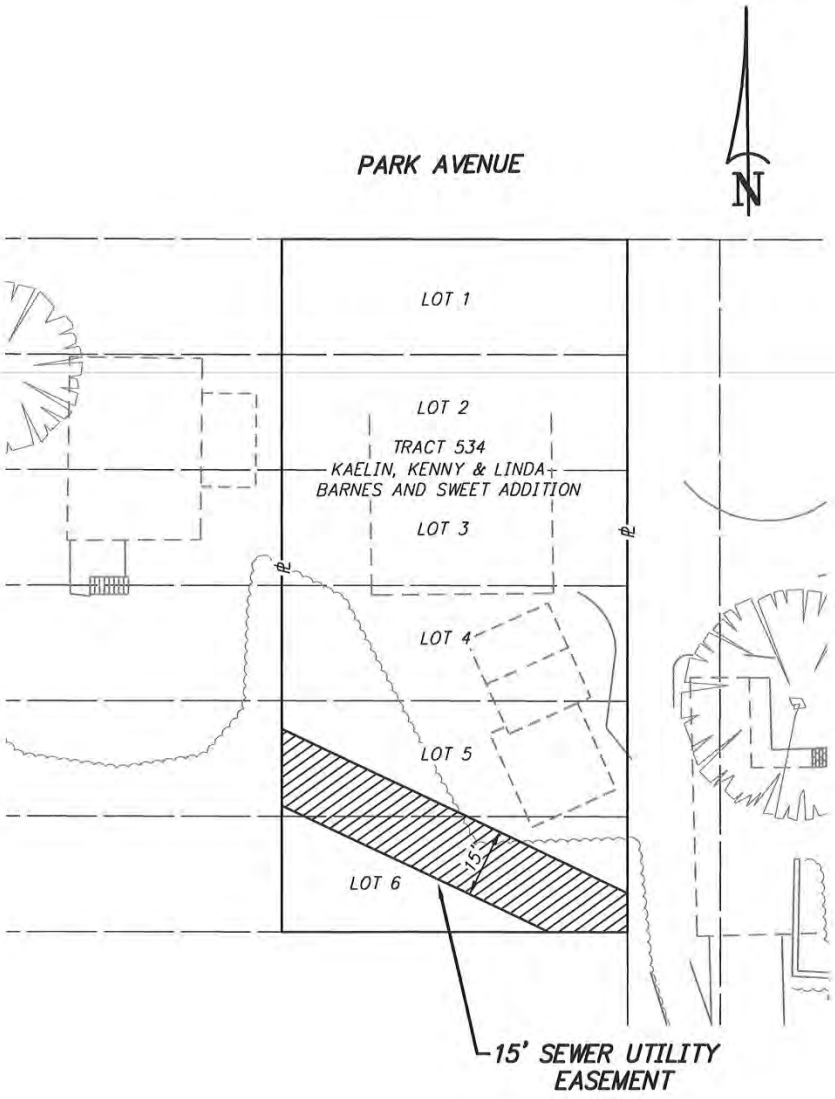
Property Tract Number is –

Tract 4

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED1 SSA 2016 REMEDIATION, SUB BASIN P008\DRAWINGS\ESMT_EXHIBITS\TRACT 534.DWG, 8/27/2025 10:17 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 534 – KAELIN, KENNY & LINDA
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Westphal Properties, Inc.,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **parcel #10231-0007-00004-00, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$82.80**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

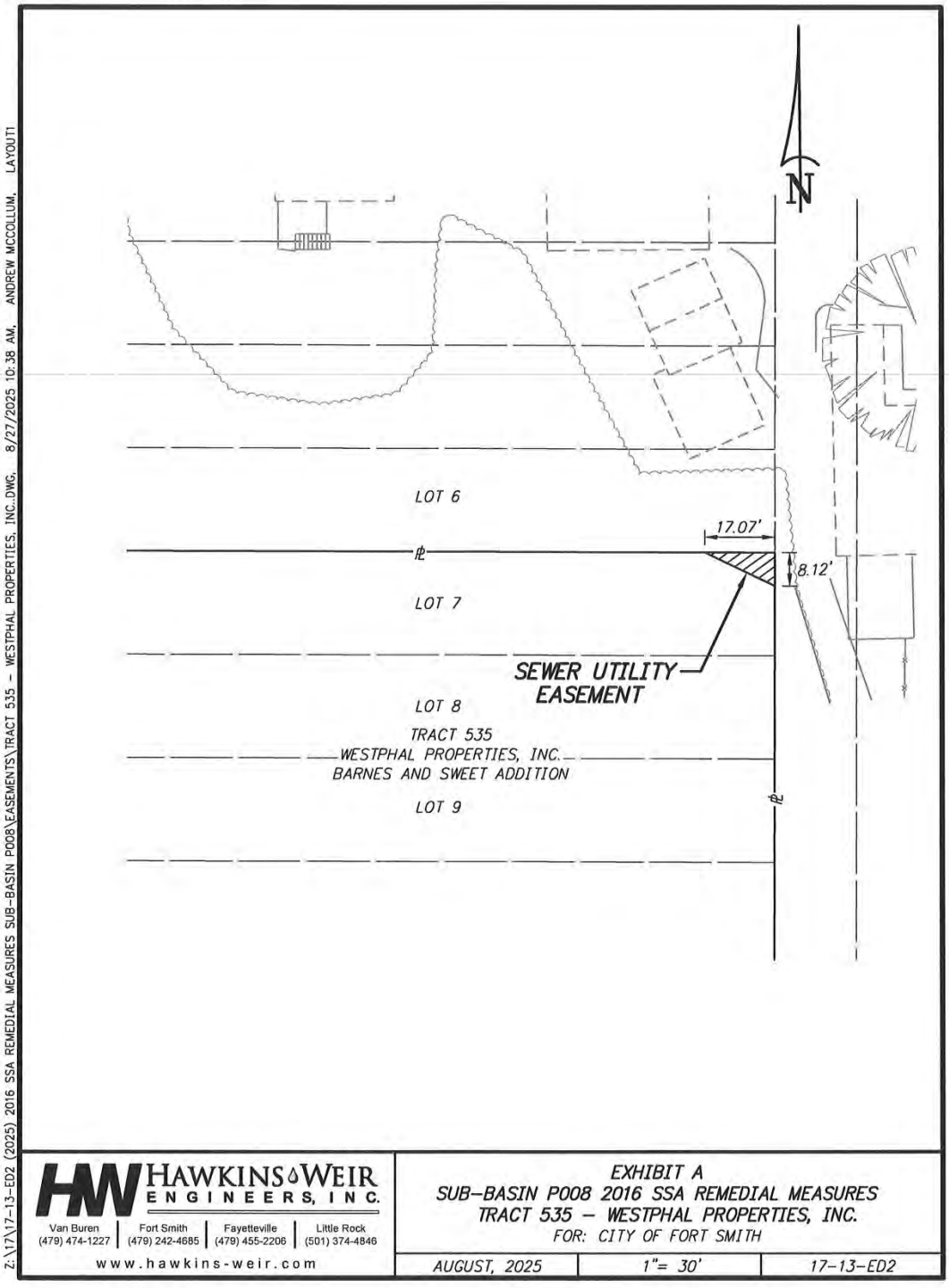
Property Tract Number is –

Tract 5

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 535 – WESTPHAL PROPERTIES, INC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 535 - WESTPHAL PROPERTIES, INC..DWG, 8/27/2025 10:38 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Kenny & Linda Kaelin,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3100 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$2269.20**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

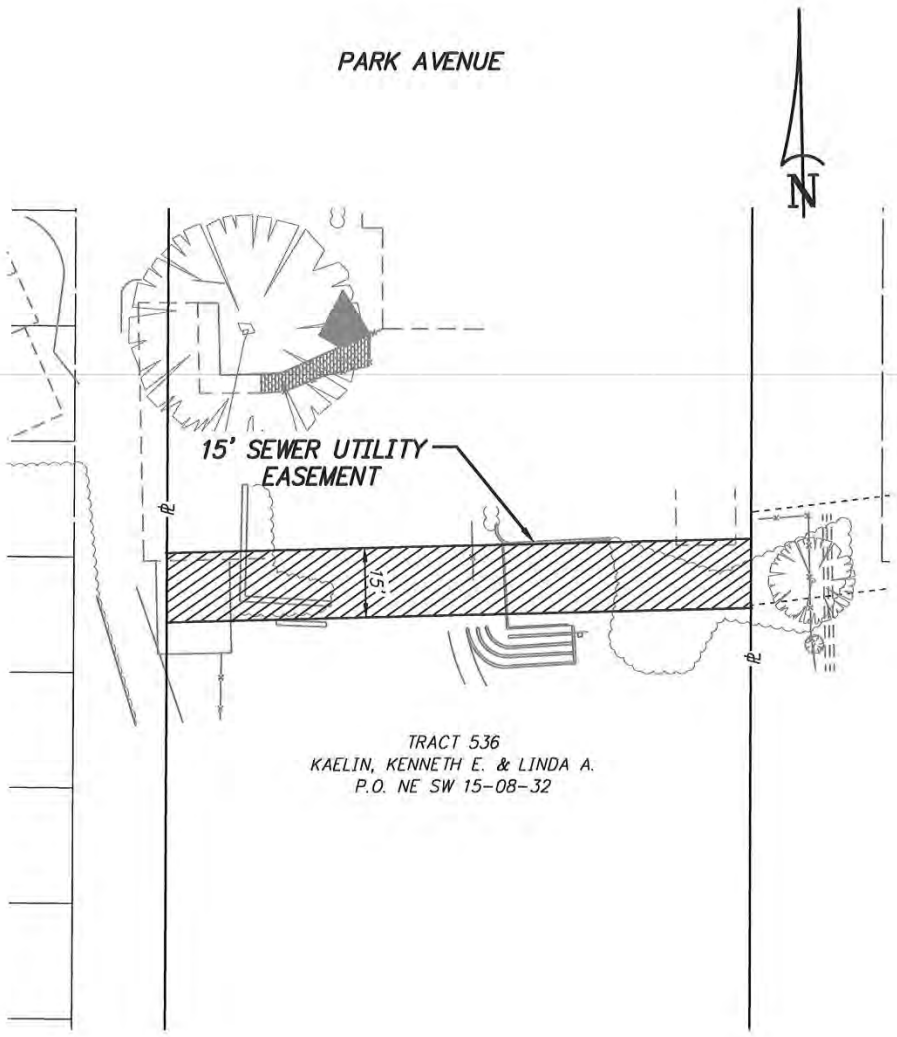
Property Tract Number is –

Tract 6

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 536 - KENNETH & LINDA KAELIN.DWG, 8/27/2025 10:40 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 536 - KAELIN, KENNETH E. & LINDA A.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Stone Creek Properties, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3014 Presley St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$5079.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

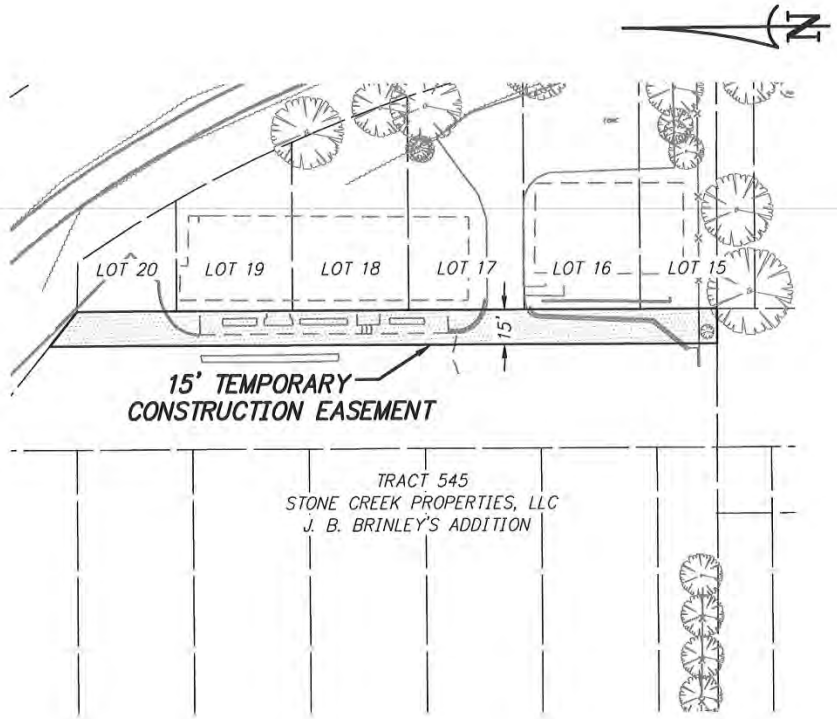
Property Tract Number is –

Tract 7

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 545 - STONE CREEK PROPERTIES LLC.DWG, 9/3/2025 2:51 PM, JOSH NICHOLS, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 545 - STONE CREEK PROPERTIES, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"=60'	17-13-ED2

September 8, 2025

To **Rhumb Line Properties, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **428 Melrose Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1020.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

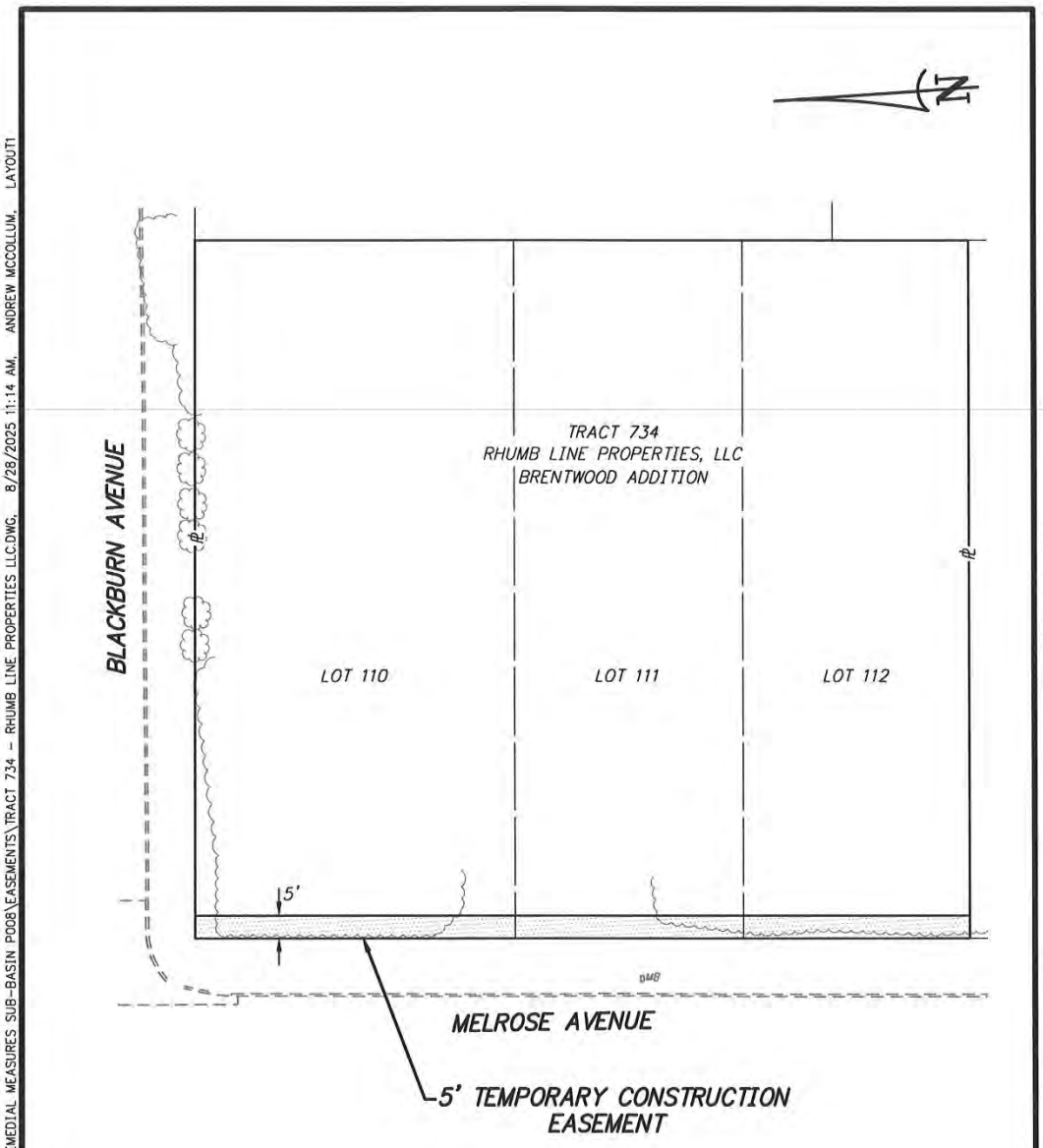
Property Tract Number is –

Tract 8

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 734 - RHUMB LINE PROPERTIES LLC.DWG, 8/28/2025 11:14 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 734 - RHUMB LINE PROPERTIES, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Patricia A. Stuart,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **418 Melrose Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$870.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

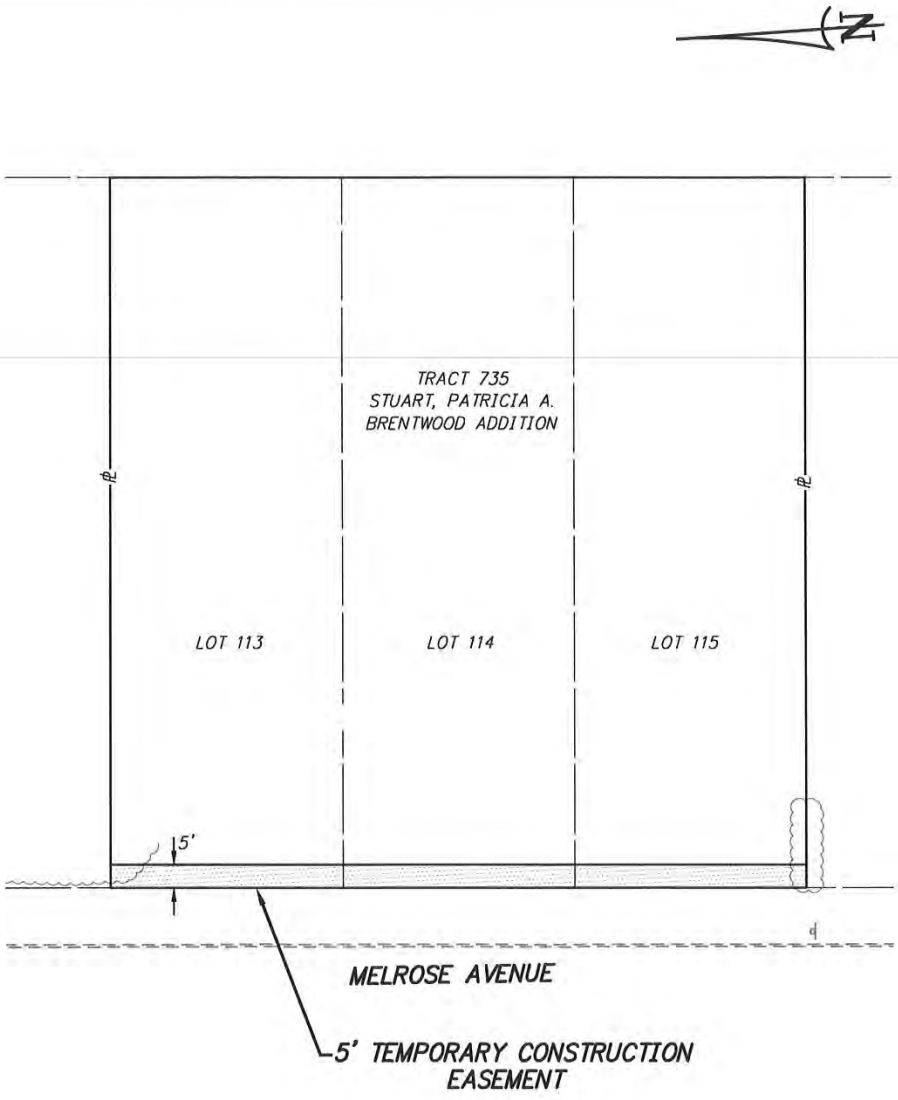
Property Tract Number is –

Tract 9

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 735 - PATRICIA STUART.DWG, 8/28/2025 11:19 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 735 - STUART, PATRICIA A.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Joe E. Murphy II, et al,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **400 Melrose Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$480.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

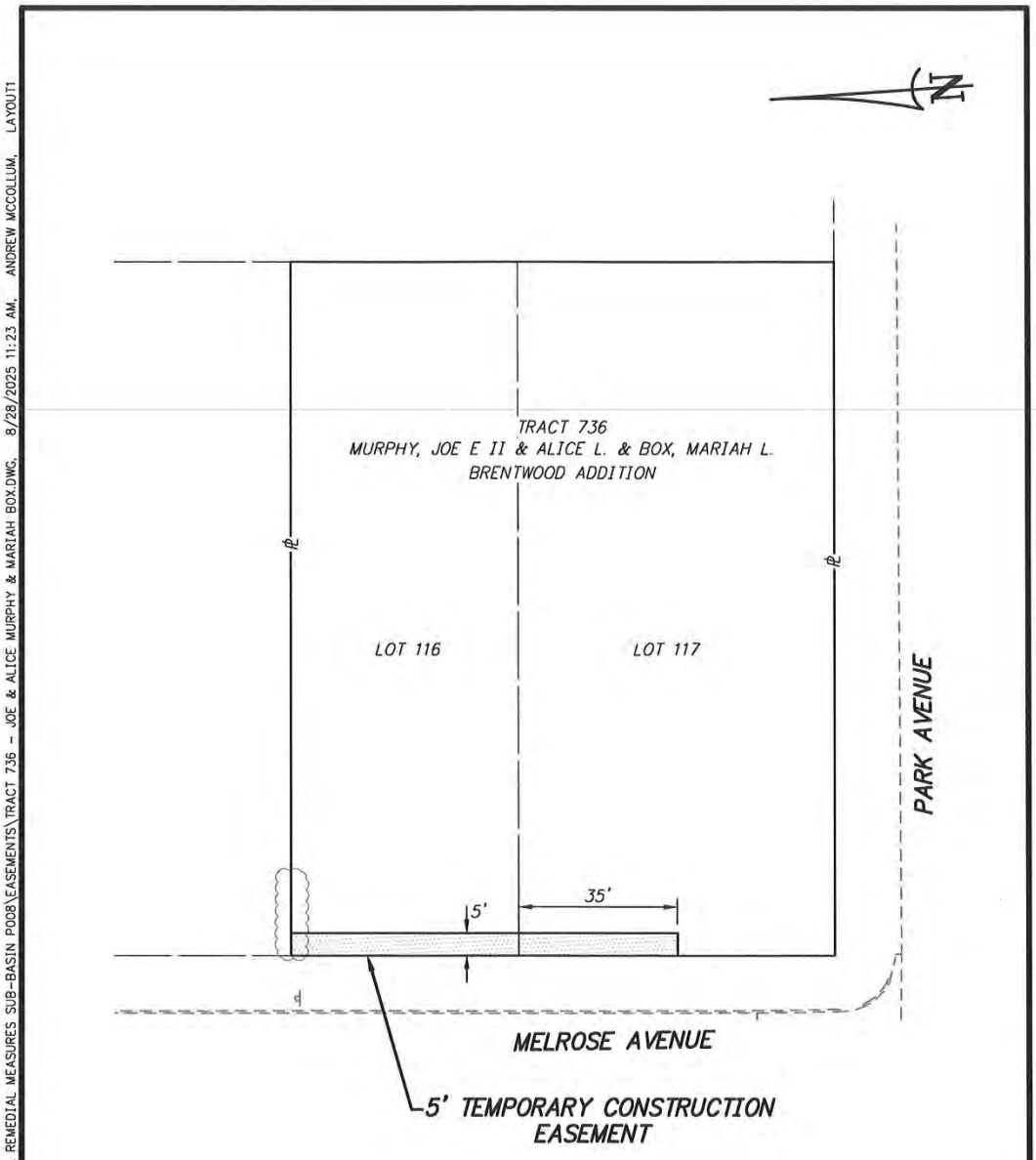
Property Tract Number is –

Tract 10

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 736 - JOE & ALICE MURPHY & MARIAH BOX.DWG, 8/28/2025 11:23 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 736 - MURPHY, JOE E II & ALICE L. & BOX, MARIAH L.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Harvey L Walker Family Living Trust,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **536 N 35th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$891.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

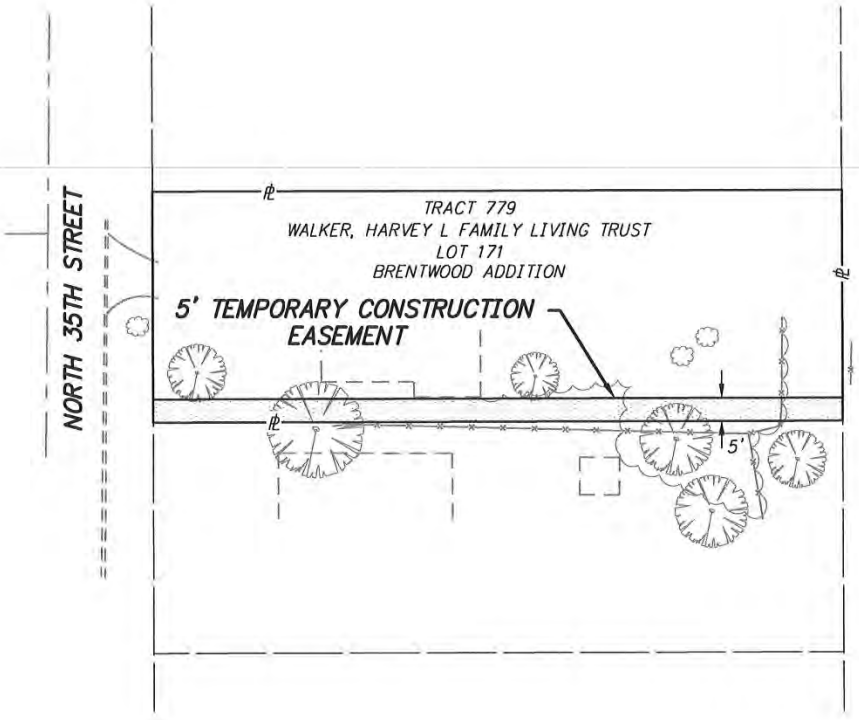
Property Tract Number is –

Tract 11

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 779 – WALKER, HARVEY L. FAMILY LIVING TRUST
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 779 - HARVEY WALKER FAMILY LIVING TRUST.DWG, 8/27/2025 4:33 PM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **2M Investments, LLC**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **532 N 35th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$891.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

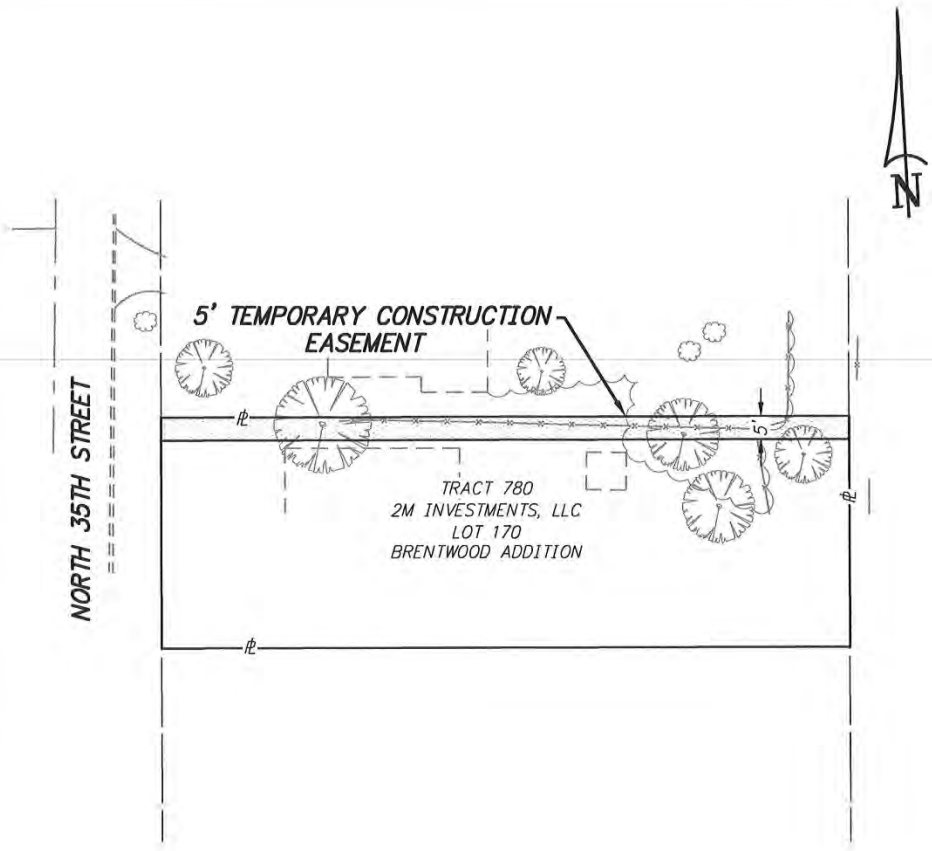
Property Tract Number is –

Tract 12

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 780 - 2M INVESTMENTS LLC.DWG, 9/3/2025 3:54 PM, JOSH NICHOLS, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 780 - 2M INVESTMENTS, LLC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Full Counsel Christian Fellowship & Full Counsel Ministries, Inc.**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3514 Kinkead Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$144.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

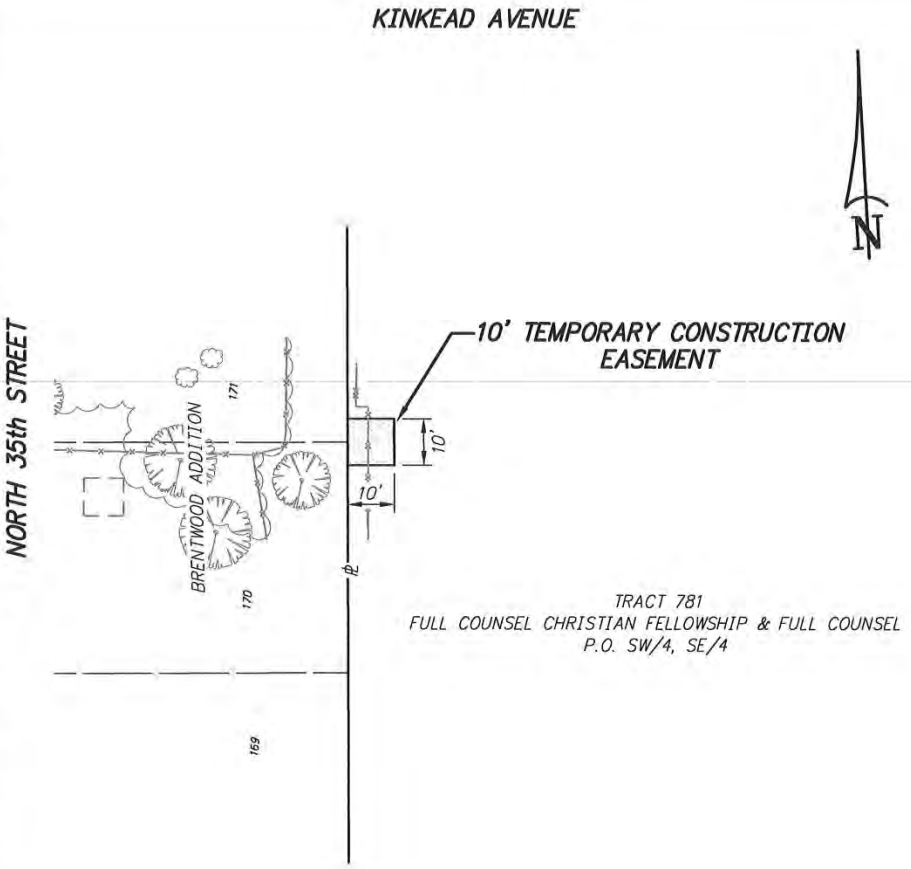
Property Tract Number is –

Tract 13

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 781 - FULL COUNSEL CHRISTIAN FELLOWSHIP.DWG, 9/3/2025 4:01 PM, JOSH NICHOLS, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 781 - FULL COUNSEL CHRISTIAN FELLOWSHIP
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Bruce Lee & Shelia Ann Bontemps,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **431 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$374.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

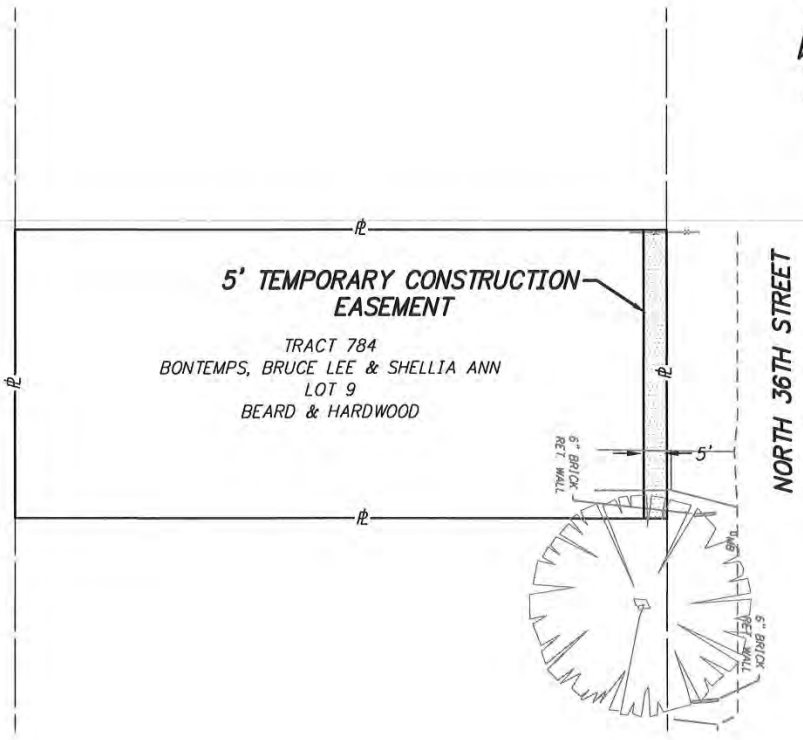
Property Tract Number is –

Tract 14

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 784 – BONTEMPS, BRUCE LEE & SHELLIA ANN
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 784 – BRUCE & SHELLIA BONTEMPS.DWG, 8/28/2025 11:32 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Luis M. Meza, Jr. & Stefany V. Meza,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **427 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$374.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

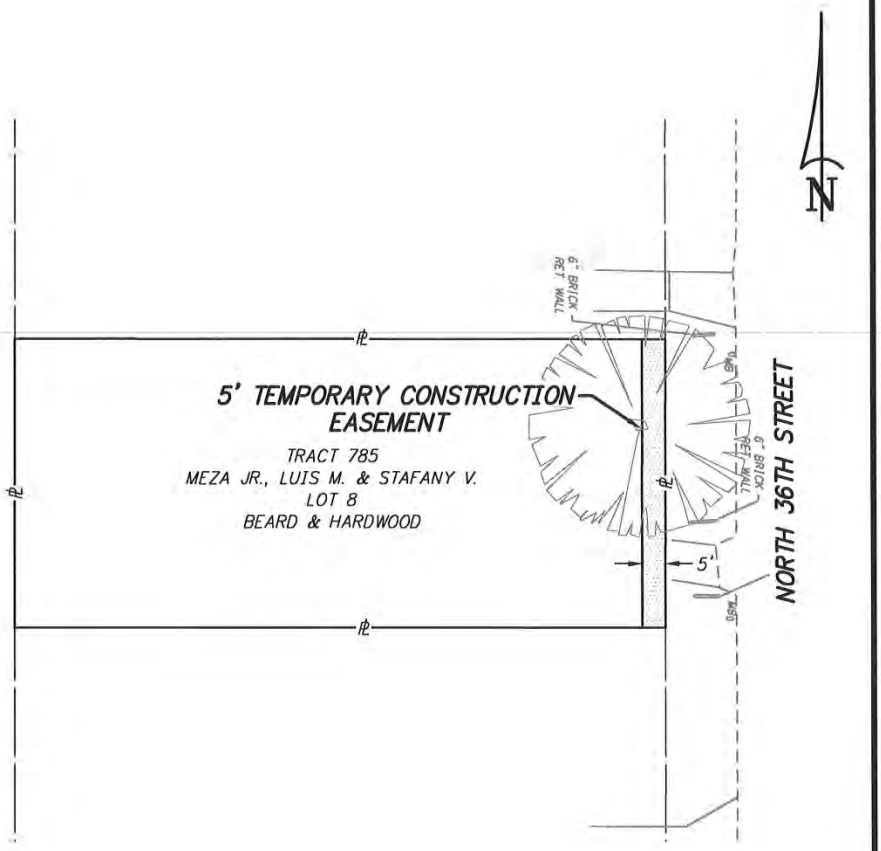
Property Tract Number is –

Tract 15

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 785 – MEZA JR, LUIS M & STEFANY V
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 785 – LUIS & STEFANY MEZA.DWG, 8/28/2025 11:35 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Copeland Rentals, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **421 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$374.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

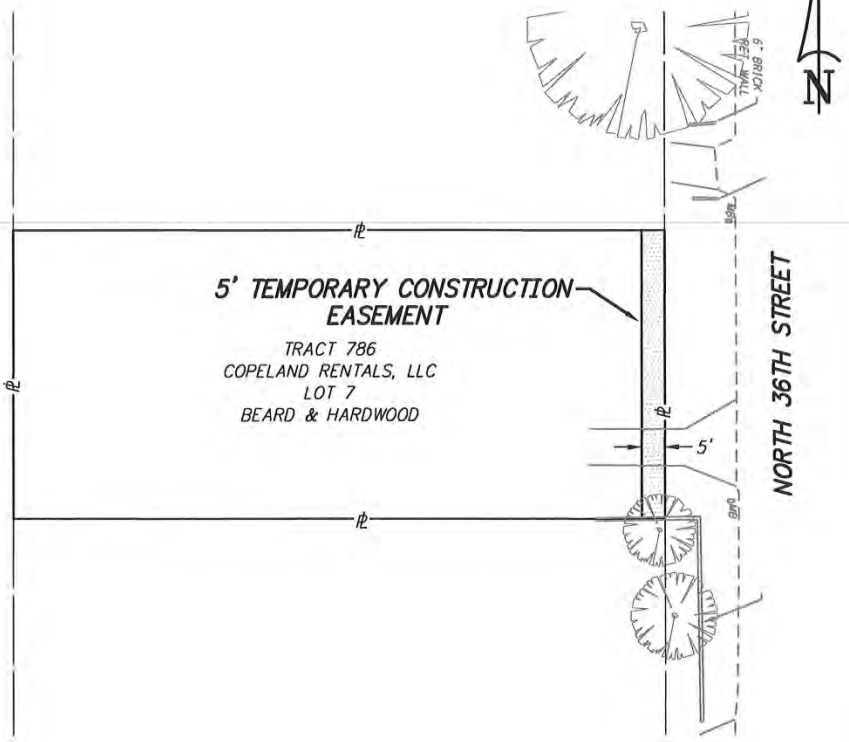
Property Tract Number is –

Tract 16

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 786 – COPELAND RENTALS, LLC
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 786 - COPELAND RENTALS LLC.DWG, 8/28/2025 11:41 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Esteban L Hernandez & Juana Guerrero,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **417 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$374.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

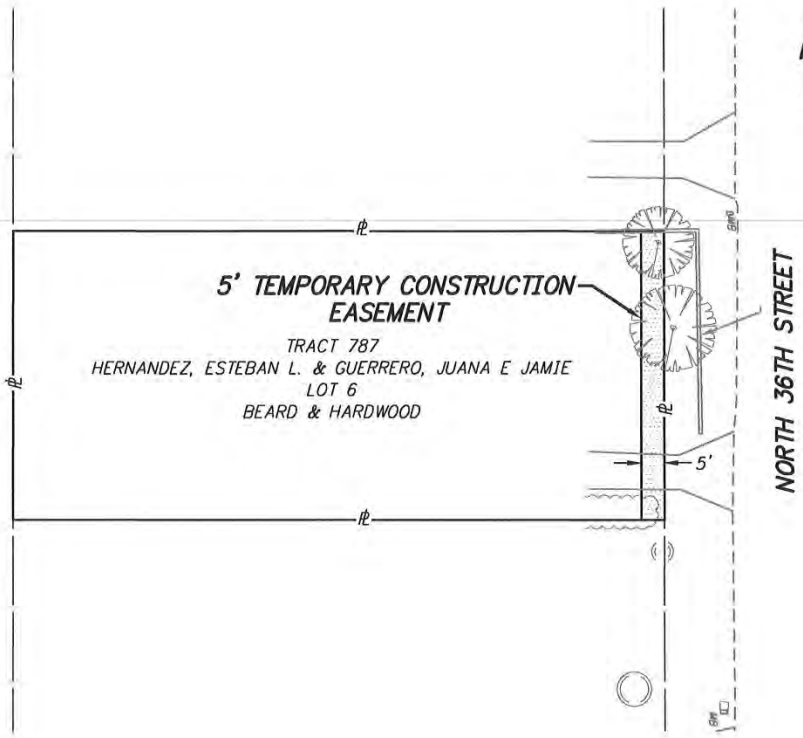
Property Tract Number is –

Tract 17

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS WEIR ENGINEERS, INC.

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 787 – HERNANDEZ, ESTEBAN L & GUERRERO, JUANA E JAMIE
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 787 – ESTEBAN HERNANDEZ & JUANA E JAMIE GUERRERO.DWG, 8/28/2025 1:20 PM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Esteban L Hernandez,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **411 N 36th St., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1188.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

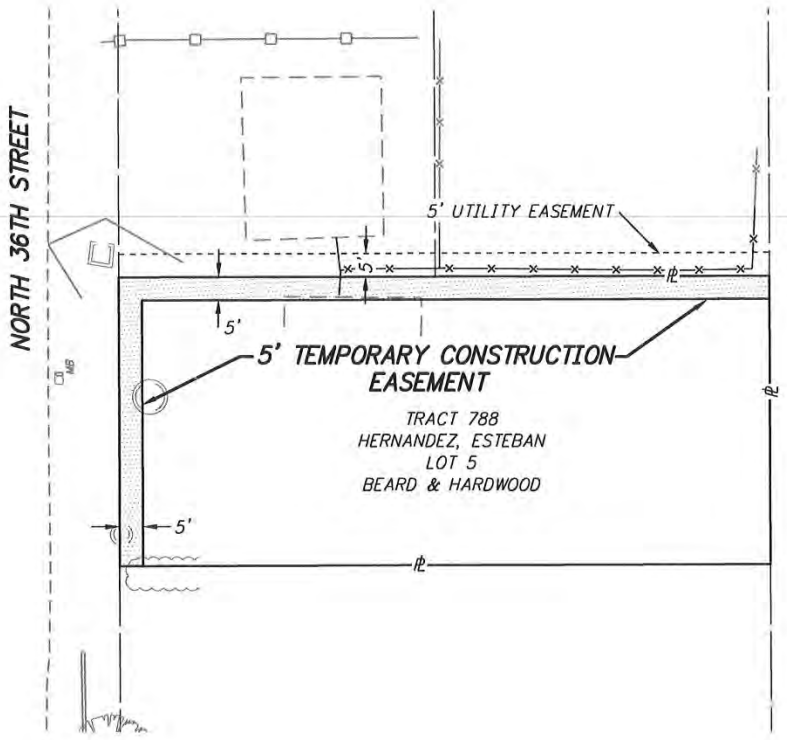
Property Tract Number is –

Tract 18

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 788 – HERNANDEZ, ESTEBAN
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 788 - ESTEBAN HERNANDEZ.DWG, 8/28/2025 1:58 PM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Samuel A. Ulloa,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3606 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$648.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

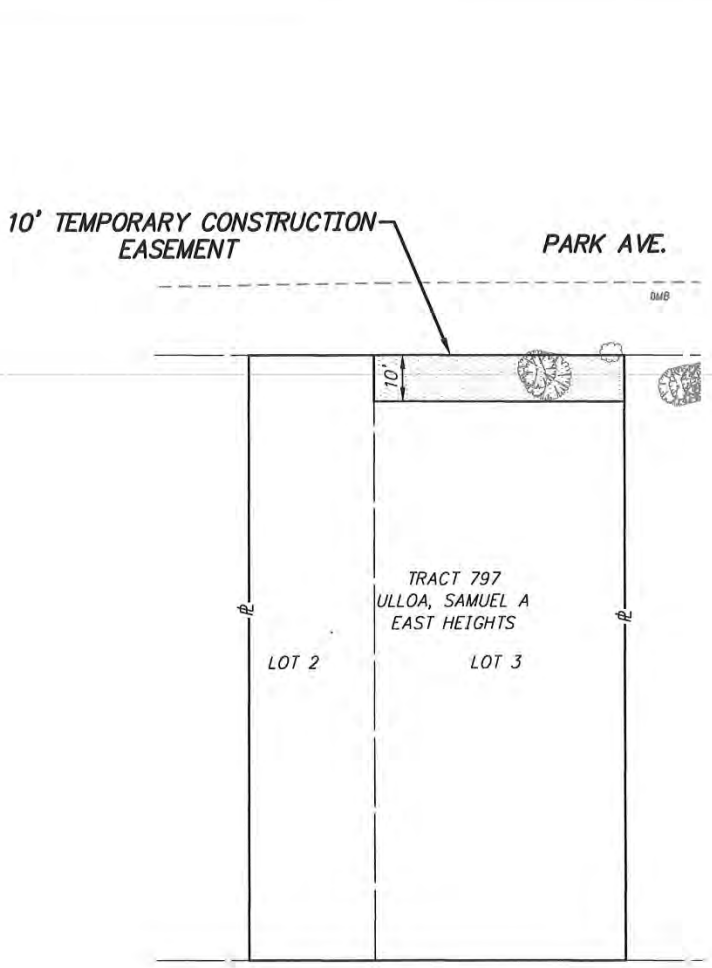
Property Tract Number is –

Tract 19

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 797 - SAMUEL ULLOA.DWG, 8/28/2025 2:10 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 797 – ULLOA, SAMUEL A
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Gladis Perez,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3612 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$648.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

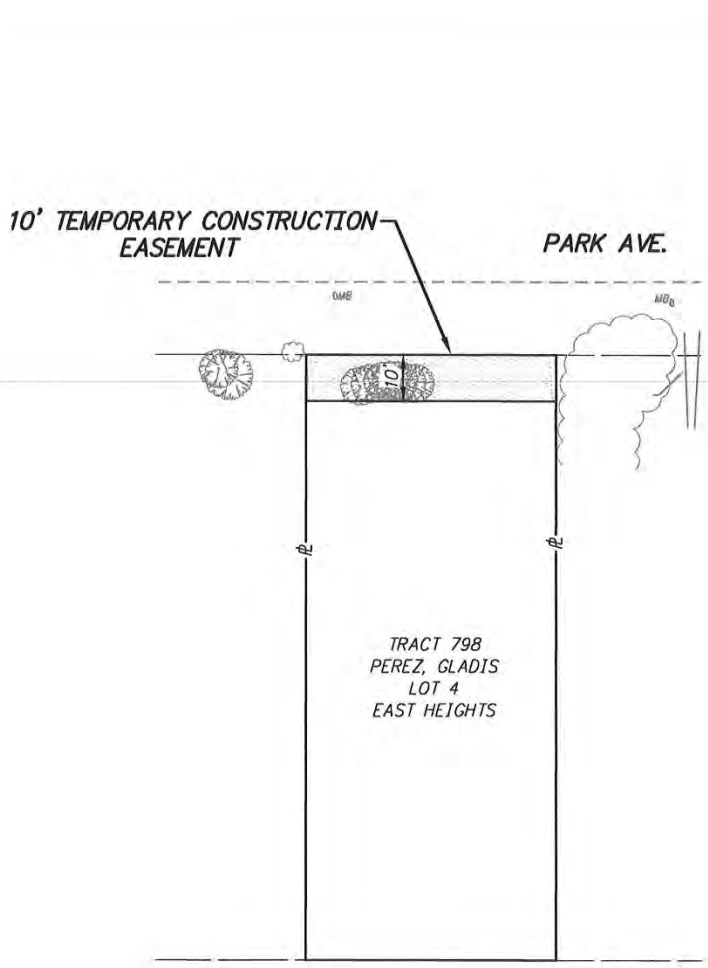
Property Tract Number is –

Tract 20

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 798 - GLADIS PEREZ.DWG, 8/28/2025 2:16 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 798 - PEREZ, GLADIS
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **NDT Metal Finishing, Inc.,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3616 Park Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$648.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

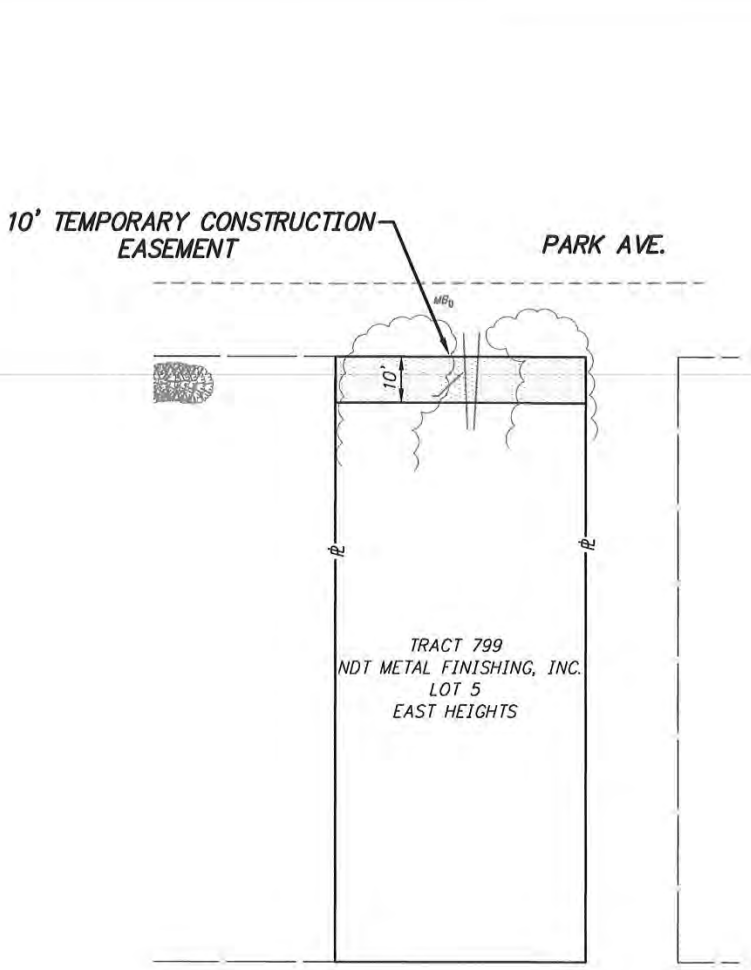
Property Tract Number is –

Tract 21

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 799 – NDT METAL FINISHING, INC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 799 - NDT METAL FINISHING INC.DWG, 8/28/2025 2:19 PM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **HQC Properties, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **200 N Greenwood Ave., Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1905.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

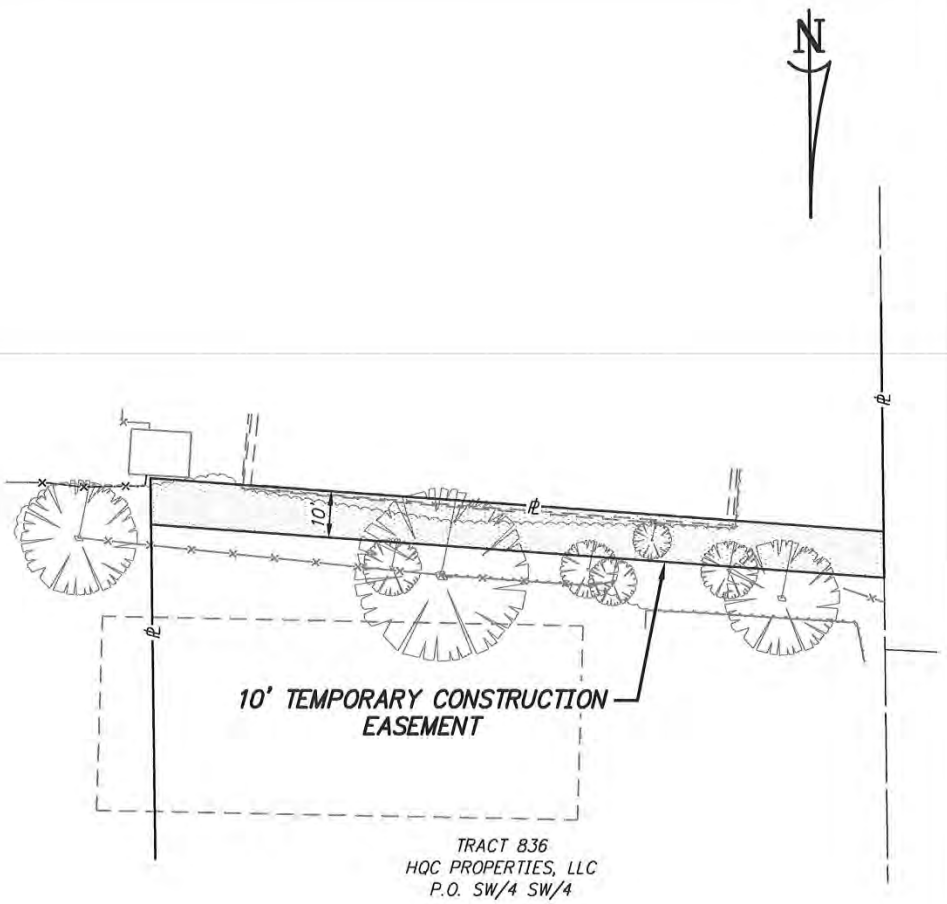
Property Tract Number is –

Tract 22

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 836 - HQC PROPERTIES LLC.DWG, 8/28/2025 10:41 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 836 - HQC PROPERTIES, LLC.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Ophthalmology Development Company, LLC,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **parcel # 10530-0002-00000-00, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$951.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

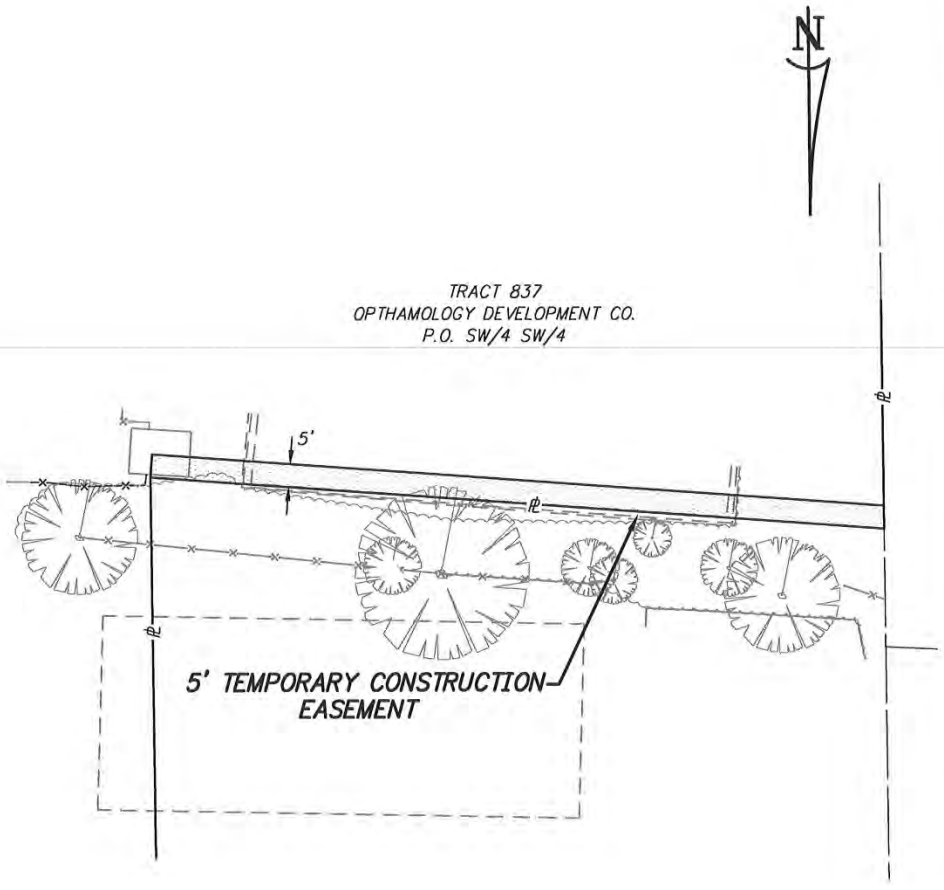
Property Tract Number is –

Tract 23

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 837 - OPTHAMOLOGY DEVELOPMENT CO.DWG, 8/28/2025 10:36 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 837 - OPTHAMOLOGY DEVELOPMENT CO.
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

September 8, 2025

To **Richard Charles Goodlet,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3007 Beverly Drive, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$686.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

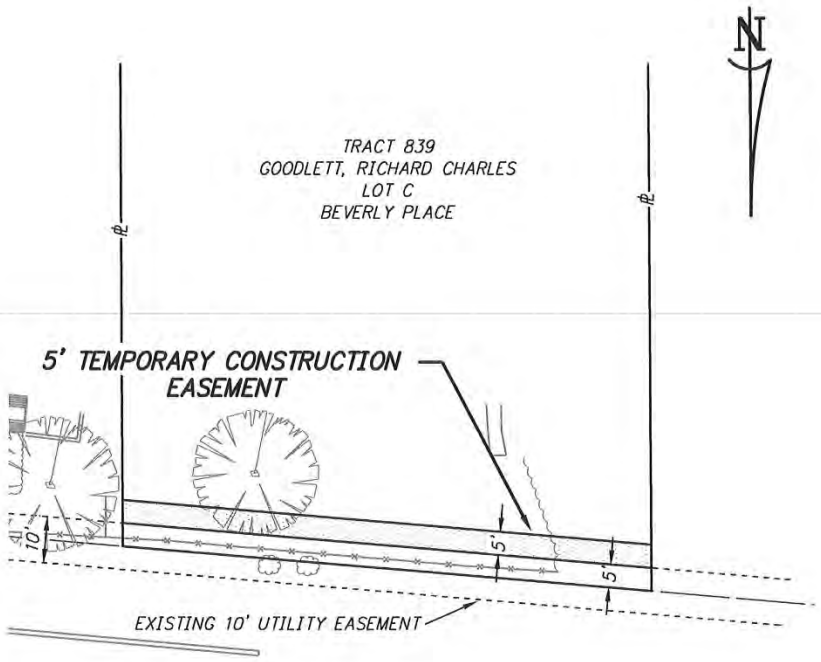
Property Tract Number is –

Tract 24

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2208 | Little Rock (501) 374-4846

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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 839 – GOODLETT, RICHARD CHARLES
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 839 – RICHARD GOODLETT.DWG, 8/27/2025 1:19 PM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Bente W. Erikson,**

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3015 Beverly Drive, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P008**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$686.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

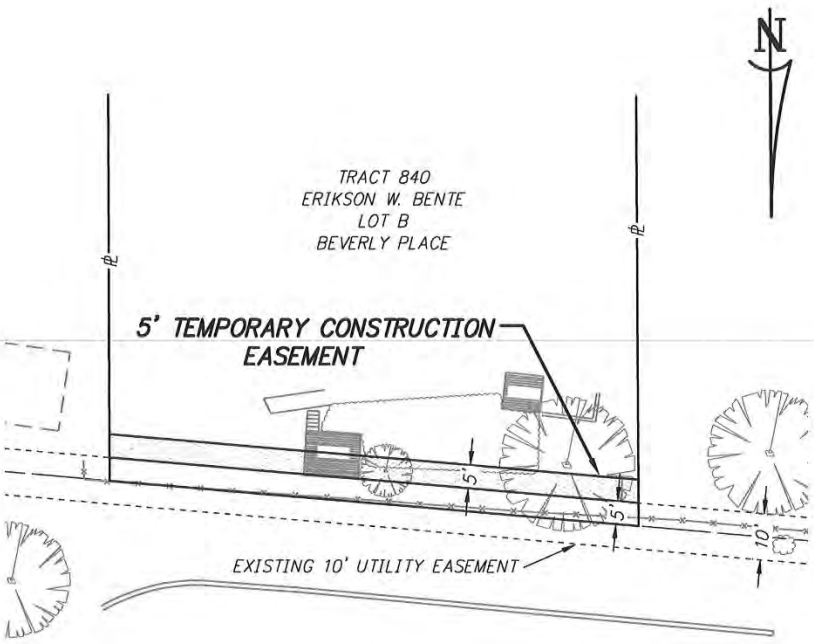
Property Tract Number is –

Tract 25

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\EASEMENTS\TRACT 840 - BENTE ERICKSON.DWG, 9/3/2025 5:37 PM, JOSH NICHOLS, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
SUB-BASIN P008 2016 SSA REMEDIAL MEASURES
TRACT 840 - ERIKSON W. BENTE
FOR: CITY OF FORT SMITH

AUGUST, 2025	1"= 30'	17-13-ED2

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Lance A. McAvoy, Director of Watwe Utilities

DATE: September 8, 2025

SUBJECT: Temporary Construction Easements-2017 SSA Remedial Measures, Sub-Basin P009, Project No. 19-18-C1

SUMMARY

As part of the Consent Decree requirements, the City of Fort Smith has undergone a complete assessment of its wastewater collection and transmission system. The City, and its contractors, are performing Sanitary Sewer Assessments (SSA) and repairs in various Sub-Basins throughout the city. These assessments were necessary to evaluate the condition of the pipes in the City's Sub-Basins to determine if rehabilitation or replacement is required. Project 19-18-C1 is one of the projects on the priority list to be funded by the 2025 Sales and Use Tax Bonds.

The Temporary Construction Easements required as part of this project are listed as Exhibit A to the Resolution. Affected properties owners will be notified by mail of the Board meeting date, time and location; notices to property owners are also included.

In the event the named landowner declines to grant the easements, staff recommends that the city attorney be allowed to move forward under eminent domain to obtain the needed easements.

Staff recommend approval of the attached Resolution, which includes authorizing the City Administrator and City Attorney to proceed with eminent domain actions to acquire the temporary construction easements if the landowner declines accepting the city's offer. As always, 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. 9-16-25_Item_ID_2159_Resolution_Utilities.pdf
2. 9-16-25_Item_ID_2159_Map_Easements_Valuations_Utilities 1.pdf
3. 9-16-25 Item ID 2159 Notice Letters Utilities.pdf

FISCAL IMPACT: *$2,697.50*
BUDGET INFORMATION: *Budgeted / Water Utilities - 5/8% Sales and Use Tax*

CONSENT DECREE

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS IN CONNECTION WITH THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN P009, PROJECT NO. 19-18-C1

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

SECTION 1: Values for the acquisition of temporary construction easements for construction purposes for the 2017 SSA Remedial Measures, Sub-Basin P009, Project Number 19-18-C1, attached as Exhibit A are approved, and acquisition of the easements for the amounts listed on Exhibit A are hereby authorized for the total amount of $2,697.50.

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above listed amounts.

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

This Resolution adopted this _____ day of September 2025.

APPROVED:

_____
Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

CONSENT DECREE

Exhibit A

			PARCEL			OWNER		PROPERTY		OFFER
1			11365-0081-00000-00		TCE	Armstrong, Rick C & Kathleen M 3324 S 39th St Fort Smith, AR 72903		3324 S 39th St	516	$ 258.00
2			11365-0080-00000-00		TCE	Lane, Margaret L #1 Park Stone Cir North Little Rock, AR 72116		3900 Fresno St	658	$ 329.00
3			11365-0079-00000-00		TCE	Whited, Linda 3916 Fresno St Fort Smith, AR 72903		3916 Fresno St	436	$ 218.00
4			11365-0078-00000-00		TCE	King, Kevin C 3918 Fresno St Fort Smith, AR 72903		3918 Fresno St	175	$ 175.00
5			11365-0009-00000-00		TCE	Hainline, Karen 4101 S Gary St Fort Smith, AR 72903		4101 S Gary St	290	$ 145.00
6			11365-0010-00000-00		TCE	Garvey, Lori J & James Thomas 4105 S Gary St Fort Smith, AR 72903		4105 S Gary St	425	$ 212.50
7			11365-0011-00000-00		TCE	Perdue, Michael L & Judy L 1740 W Nashville St Greenwood, AR 72936		4109 S Gary St	425	$ 212.50
8			11365-0012-00000-00		TCE	Schmitz, Richard & Susan 4113 S Gary St Fort Smith, AR 72903		4113 S Gary St	425	$ 212.50
9			11365-0013-00000-00		TCE	Byers, David Ray & Janet Griffin 4117 S Gary St Fort Smith, AR 72903		4117 S Gary St	225	$ 112.50
10			17315-0003-00000-00		TCE	Spruell, Raymond L & Wife 3617 S Dallas St Fort Smith, AR 72903		3617 S Dallas St	415	$ 207.50
11			17315-0004-00000-00		TCE	Rish, Joanna L 3623 Dallas St Fort Smith, AR 72903		3623 Dallas St	415	$ 207.50
12			17315-0005-00000-00		TCE	Pereira, Gareth N. 3701 Dallas St Fort Smith, AR 72903		3701 Dallas St	415	$ 207.50
13			17315-0006-00000-00		TCE	Cardwell, R.A. & Myra L 3709 Dallas St Fort Smith, AR 72903		3709 Dallas St	75	$ 100.00
14			14864-0007-00003-00		TCE	Ray, Shannon L 3620 Carthage St Fort Smith, AR 72903		3620 Carthage St	80	$ 100.00

Total: $2,697.50


WARD 4
All properties located within circle.
Country Club Avenue
Dallas Drive
Enid Street
Fresno Street
Garry Street
Cliff Drive
South 31st Street
South 30th Street
Hendricks Boulevard
Carthage Street
Boston Street
Dallas Street
Valley Road
East Valley Road
Fresno Street
South 34th Street
South 33rd Street
South 32nd Street
South W Street
South X Street
Y Street South
South 37th Street
South 36th Street
Fort Smith Athletic Club

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 1
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Rick C. & Kathleen M. Armstrong, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The North 5.00' of the South 10.00' of Lot 81, Cliff Forest Addition (filed for record June 11, 1958), City of Fort Smith, Sebastian County, Arkansas, containing 516 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

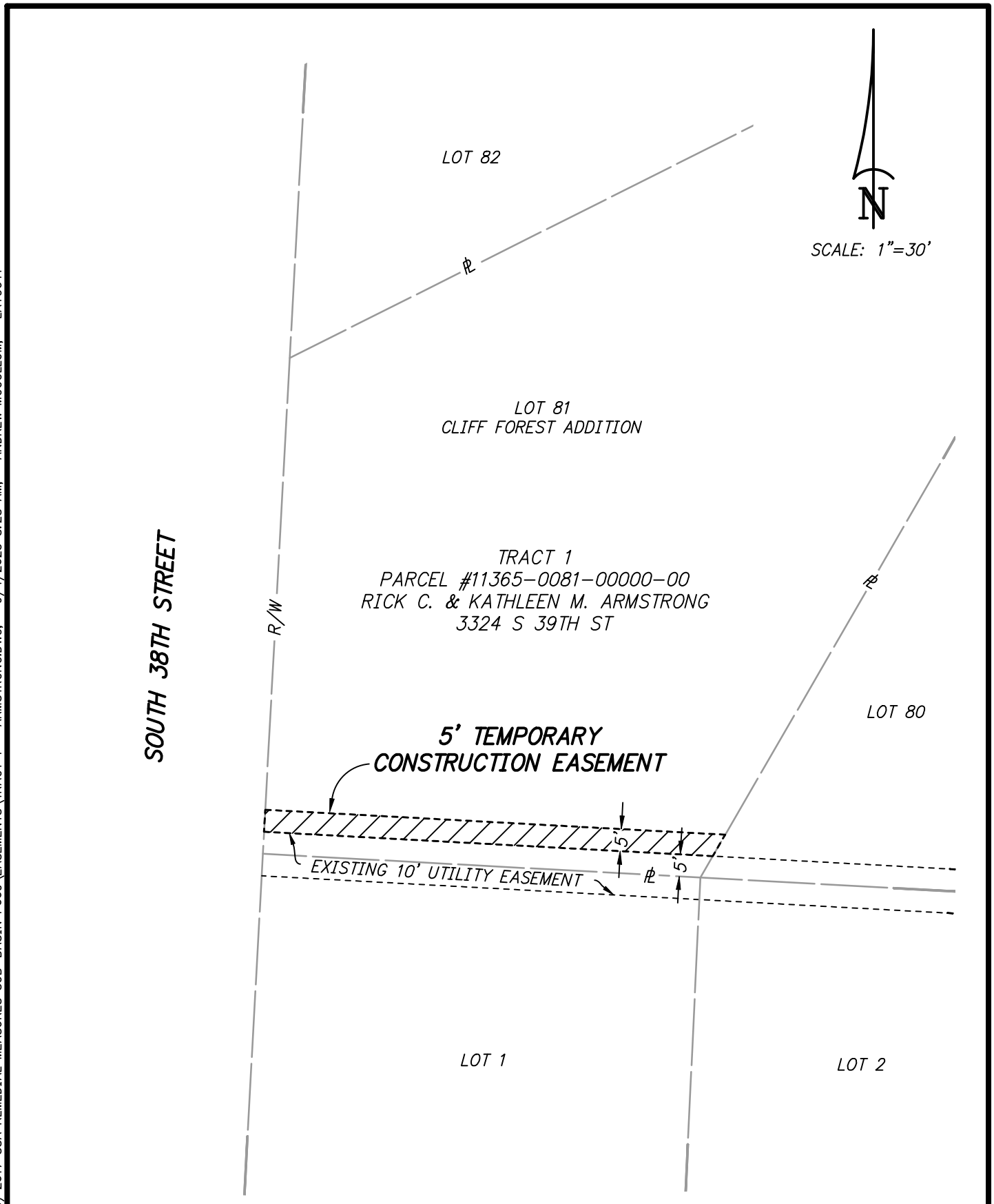
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 1 – RICK C. & KATHLEEN M. ARMSTRONG
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 1 - ARMSTRONG.DWG, 9/4/2025 8:28 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 2
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Margaret L. Lane GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The North 5.00' of the South 10.00' of Lot 80, Cliff Forest Addition (filed for record June 11, 1958), City of Fort Smith, Sebastian County, Arkansas, containing 658 square feet or 0.02 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

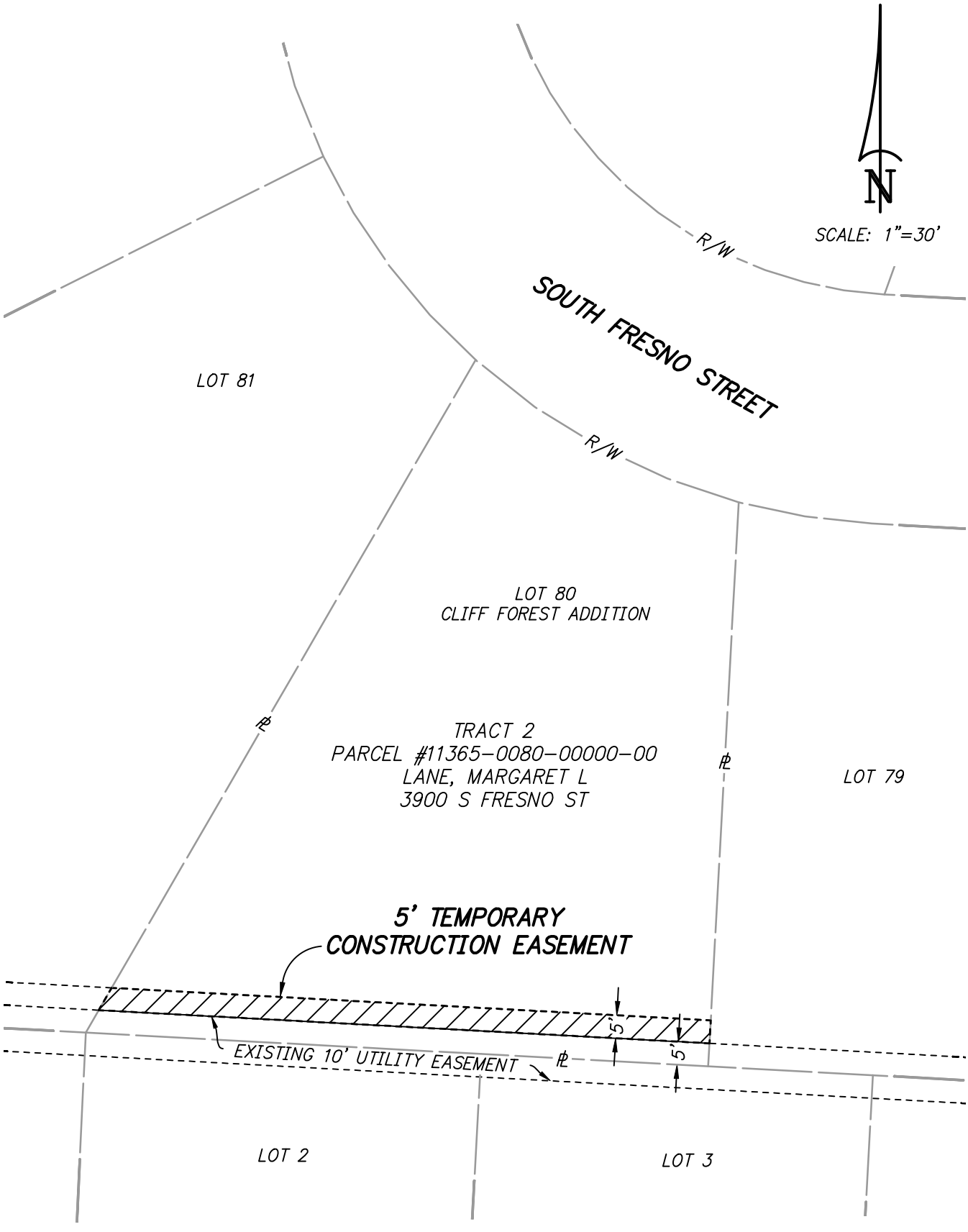
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 2 – MARGARET L. LANE
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 2 - MARGARET LANE.DWG, 9/4/2025 8:56 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 3
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Linda Whited, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The North 5.00' of the South 10.00' of Lot 79, Cliff Forest Addition (filed for record June 11, 1958), City of Fort Smith, Sebastian County, Arkansas, containing 436 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

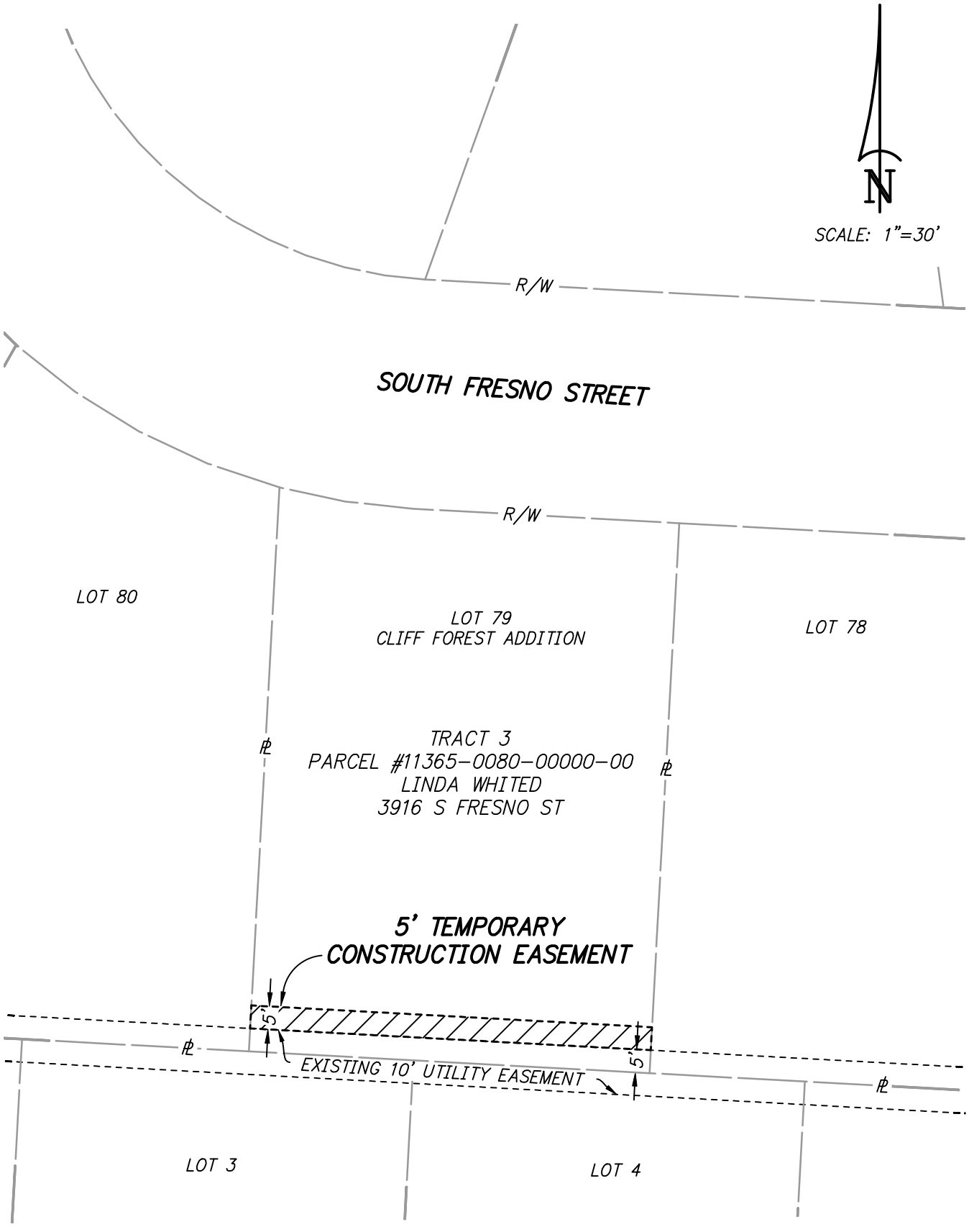
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 3 - LINDA WHITED
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 3 - LINDA WHITED.DWG, 9/4/2025 9:01 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 4
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Kevin C. King, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The North 5.00' of the South 10.00' of the West 35.00' of Lot 78, Cliff Forest Addition (filed for record June 11, 1958), City of Fort Smith, Sebastian County, Arkansas, containing 175 square feet or 0.004 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

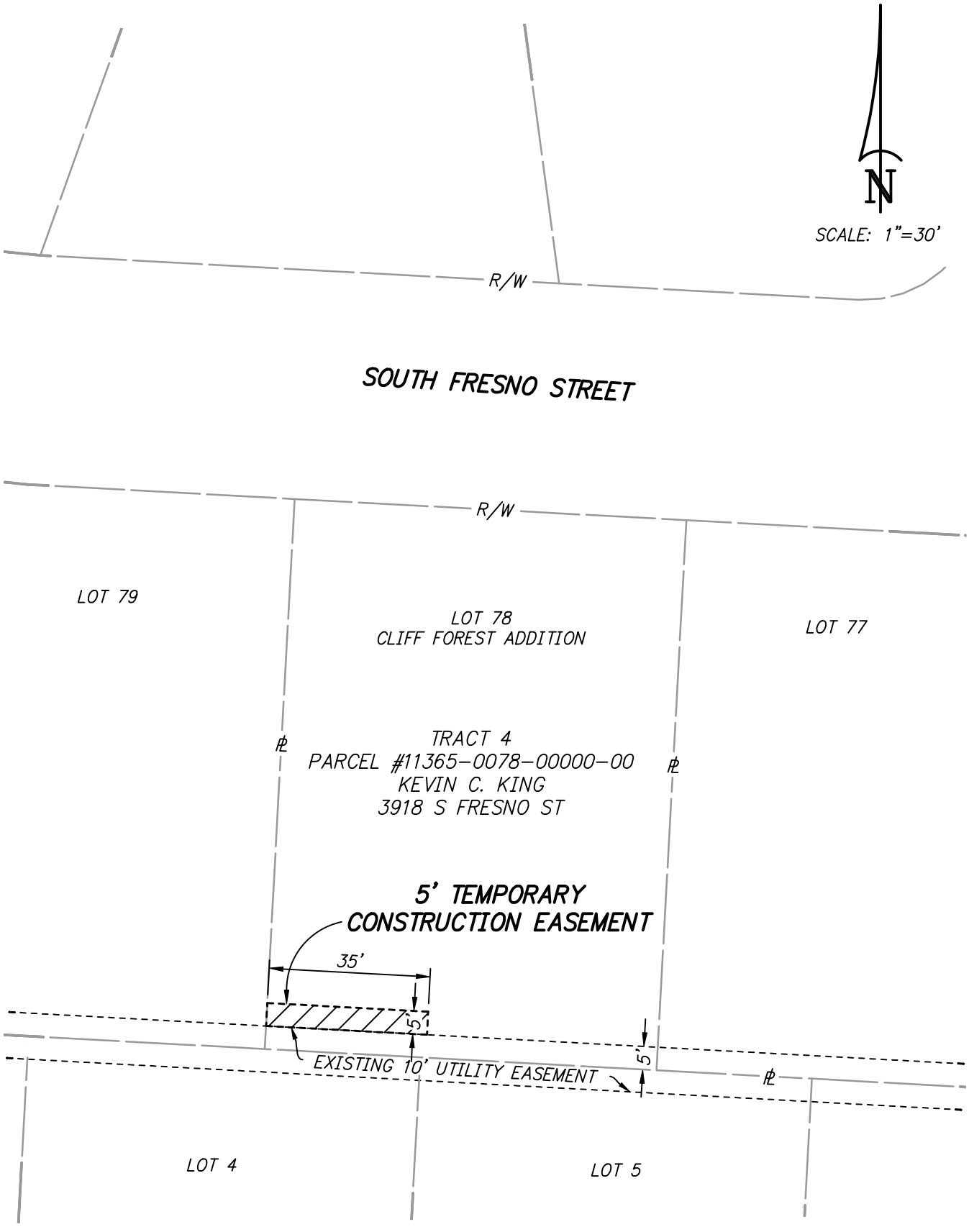
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 4 - KEVIN C. KING
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 4 - KEVIN C. KING.DWG, 9/4/2025 9:01 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 5
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Karen Hainline, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of Lot 9, Cliff Forest Addition (filed for record June 11, 1958), City of Fort Smith, Sebastian County, Arkansas, containing 290 square feet or 0.007 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

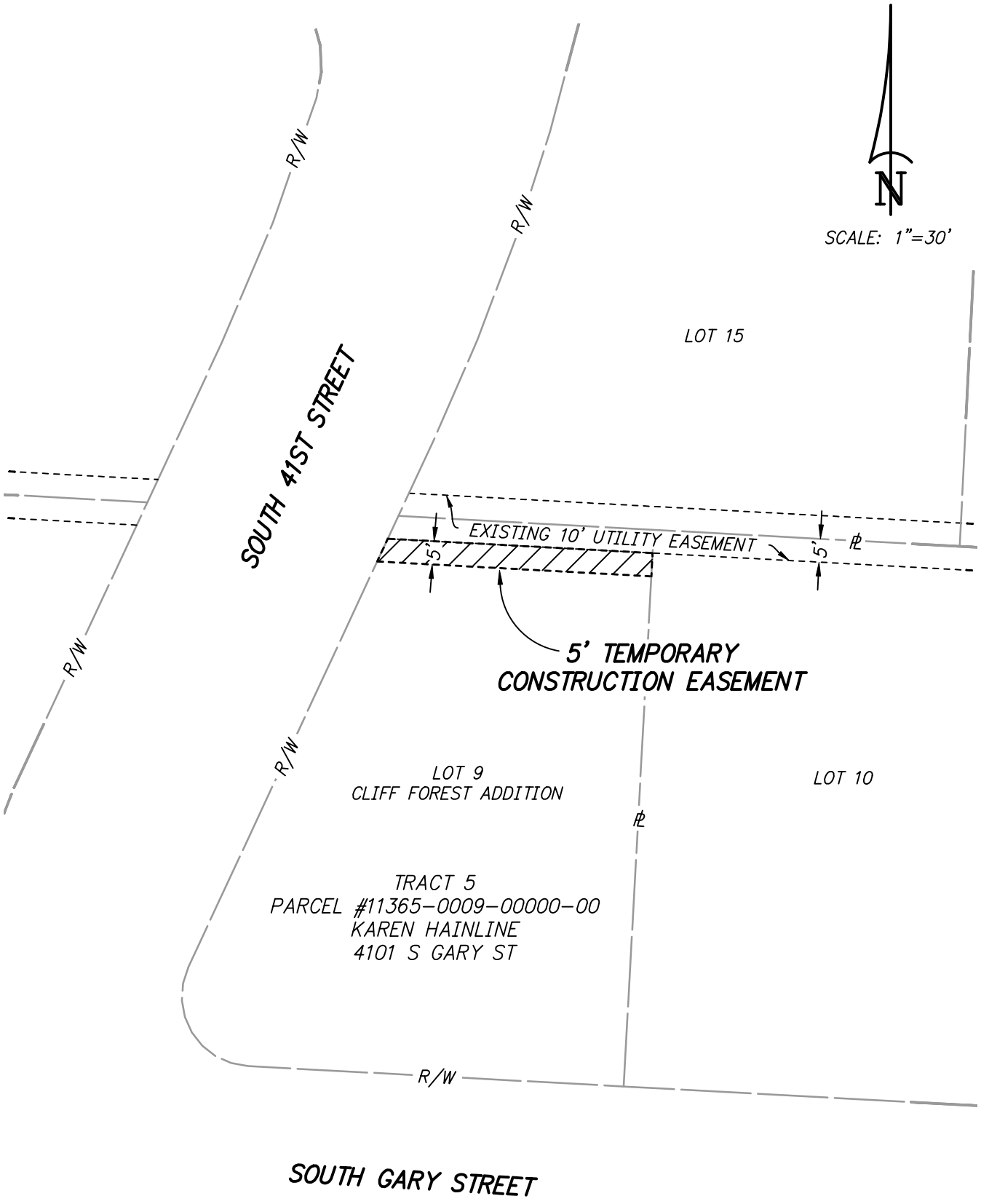
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 5 - KAREN HAINLINE
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 5 - KAREN HAINLINE.DWG, 9/4/2025 9:03 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 6
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Lori J. Garvey & James Thomas Garvey, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of Lot 10, Cliff Forest Addition (filed for record June 11, 1958), City of Fort Smith, Sebastian County, Arkansas, containing 425 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

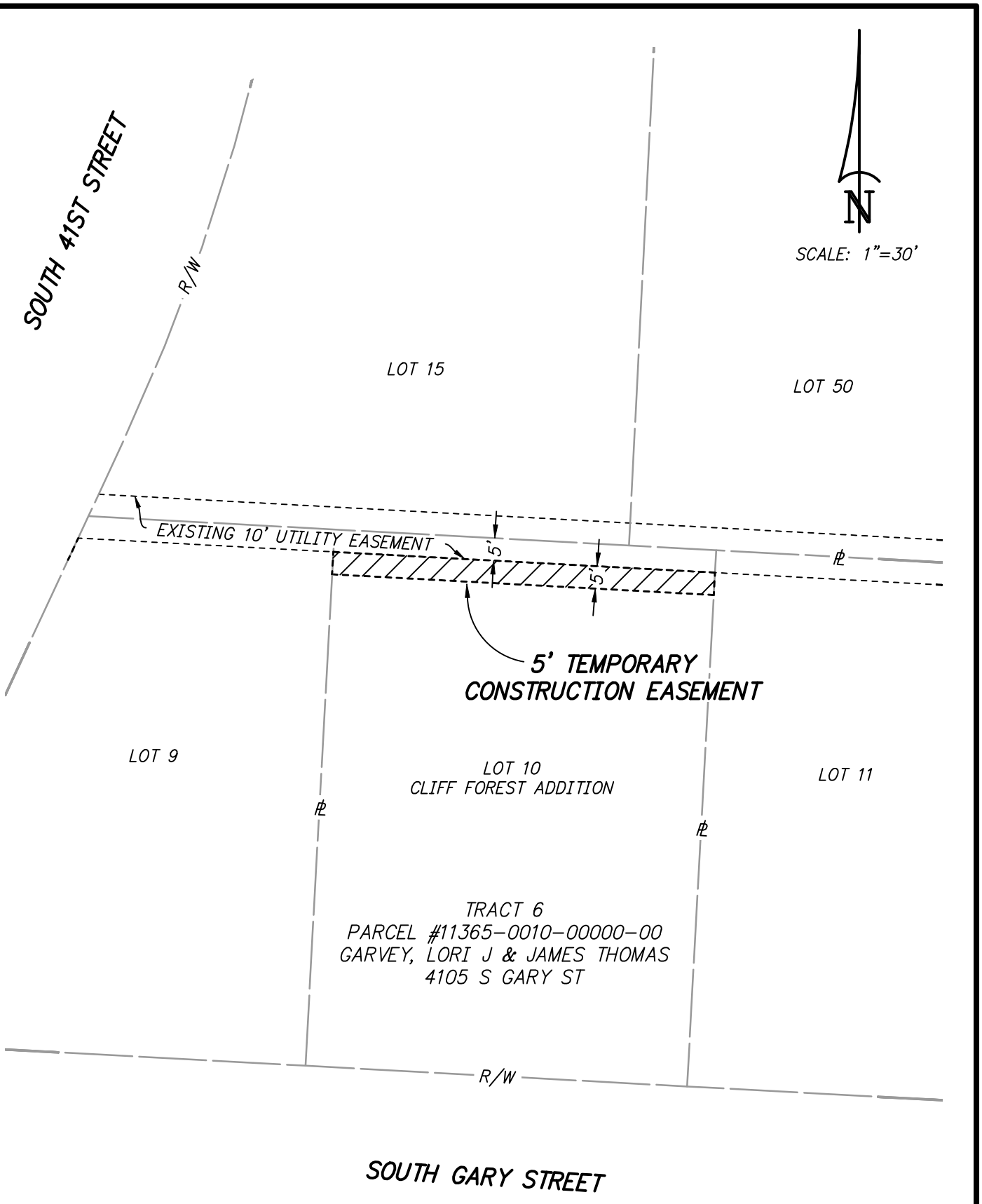
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 6 - LORI J & JAMES THOMAS GARVEY
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 6 - LORI J & JAMES THOMAS GARVEY.DWG, 9/4/2025 9:05 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 7
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Michael L. & Judy L. Perdue, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of Lot 11, Cliff Forest Addition (filed for record June 11, 1958), City of Fort Smith, Sebastian County, Arkansas, containing 425 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

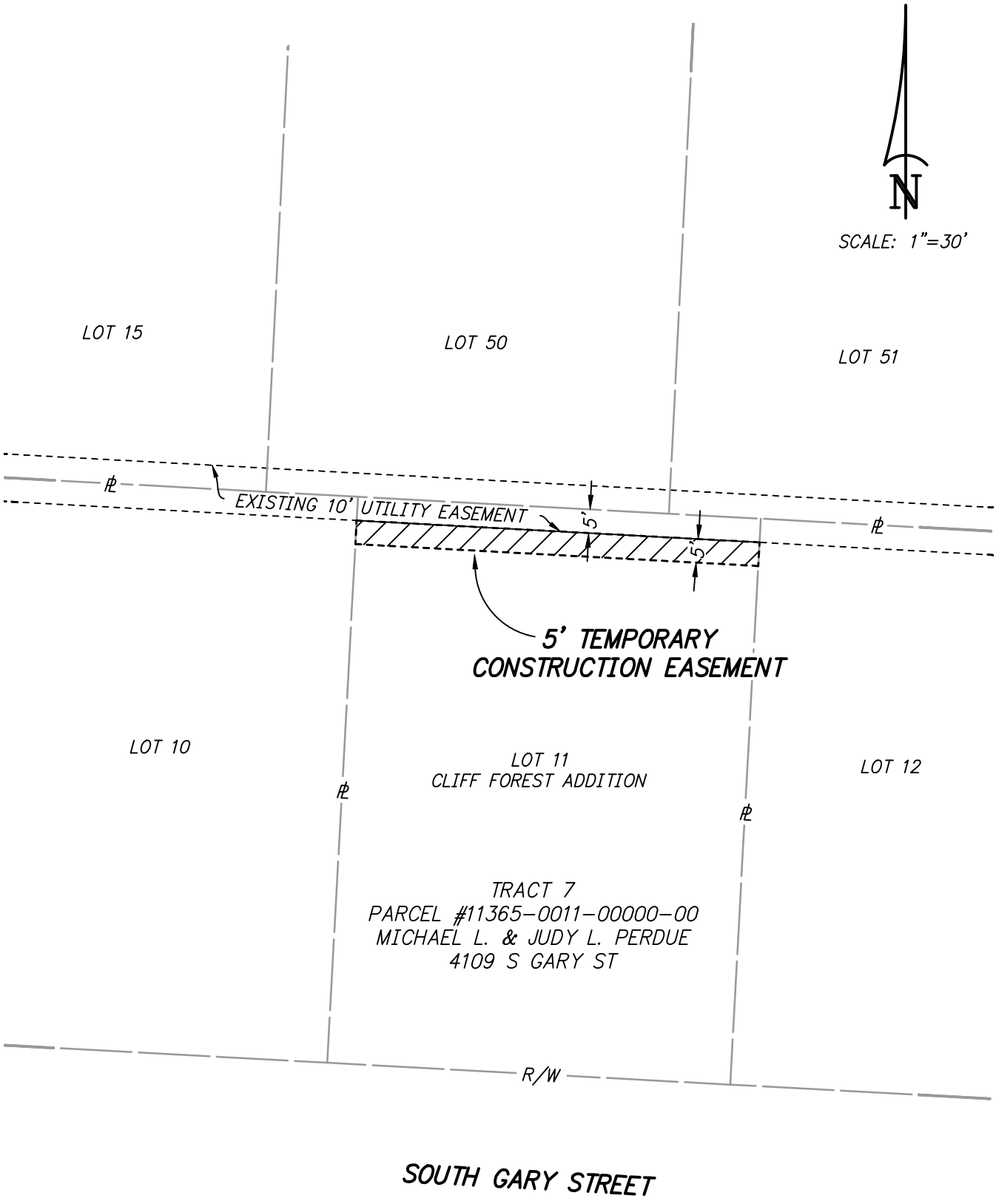
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 7 - MICHAEL L. & JUDY L. PERDUE
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 7 - MICHAEL L. & JUDY L. PERDUE.DWG, 9/4/2025 9:08 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 8
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Richard & Susan Schmitz, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of Lot 12, Cliff Forest Addition (filed for record June 11, 1958), City of Fort Smith, Sebastian County, Arkansas, containing 425 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

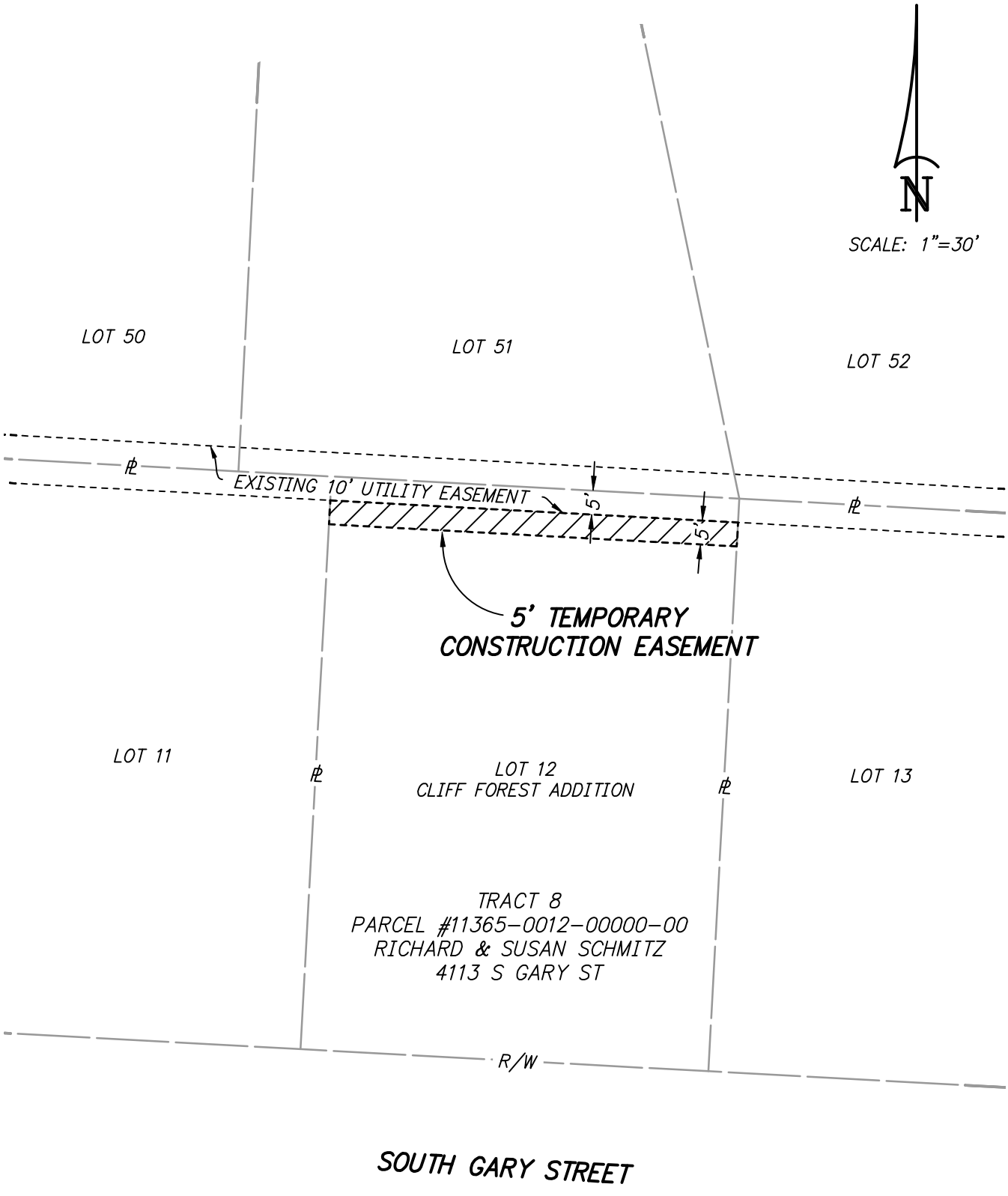
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 8 - RICHARD & SUSAN SCHMITZ
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 8 - RICHARD & SUSAN SCHMITZ.DWG, 9/4/2025 9:11 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 9
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That David Ray & Janet Griffin Byers, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of the West 45.00' of Lot 13, Cliff Forest Addition (filed for record June 11, 1958), City of Fort Smith, Sebastian County, Arkansas, containing 225 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

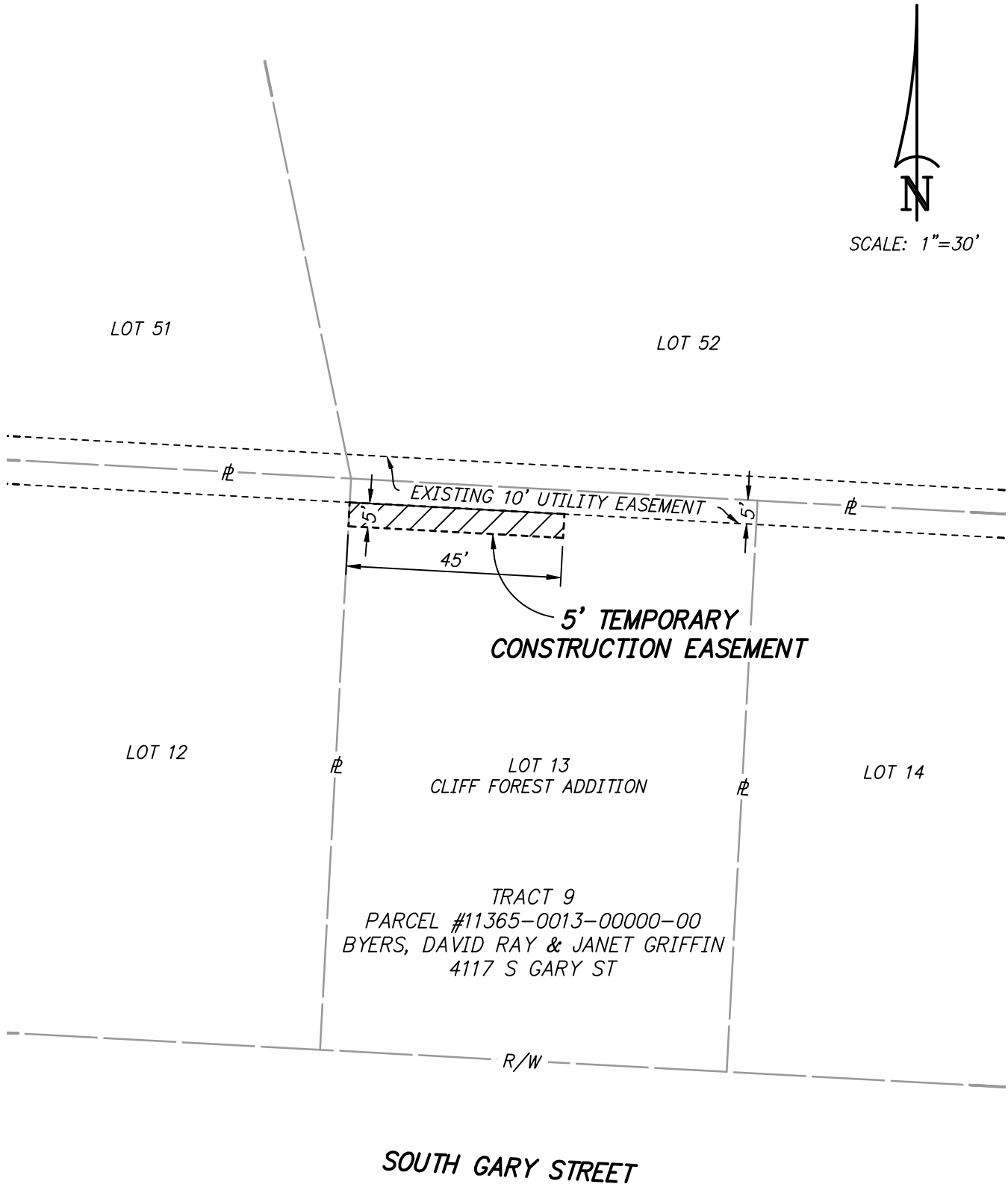
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 9 – BYERS, DAVID RAY & JANET GRIFFIN
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 9 - BYERS, DAVID RAY & JANET GRIFFIN.DWG, 9/4/2025 9:12 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 10
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Raymond L. Spruell & Wife, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of Lot 3, Southridge Place Addition (filed for record March 30, 1961), City of Fort Smith, Sebastian County, Arkansas, containing 415 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

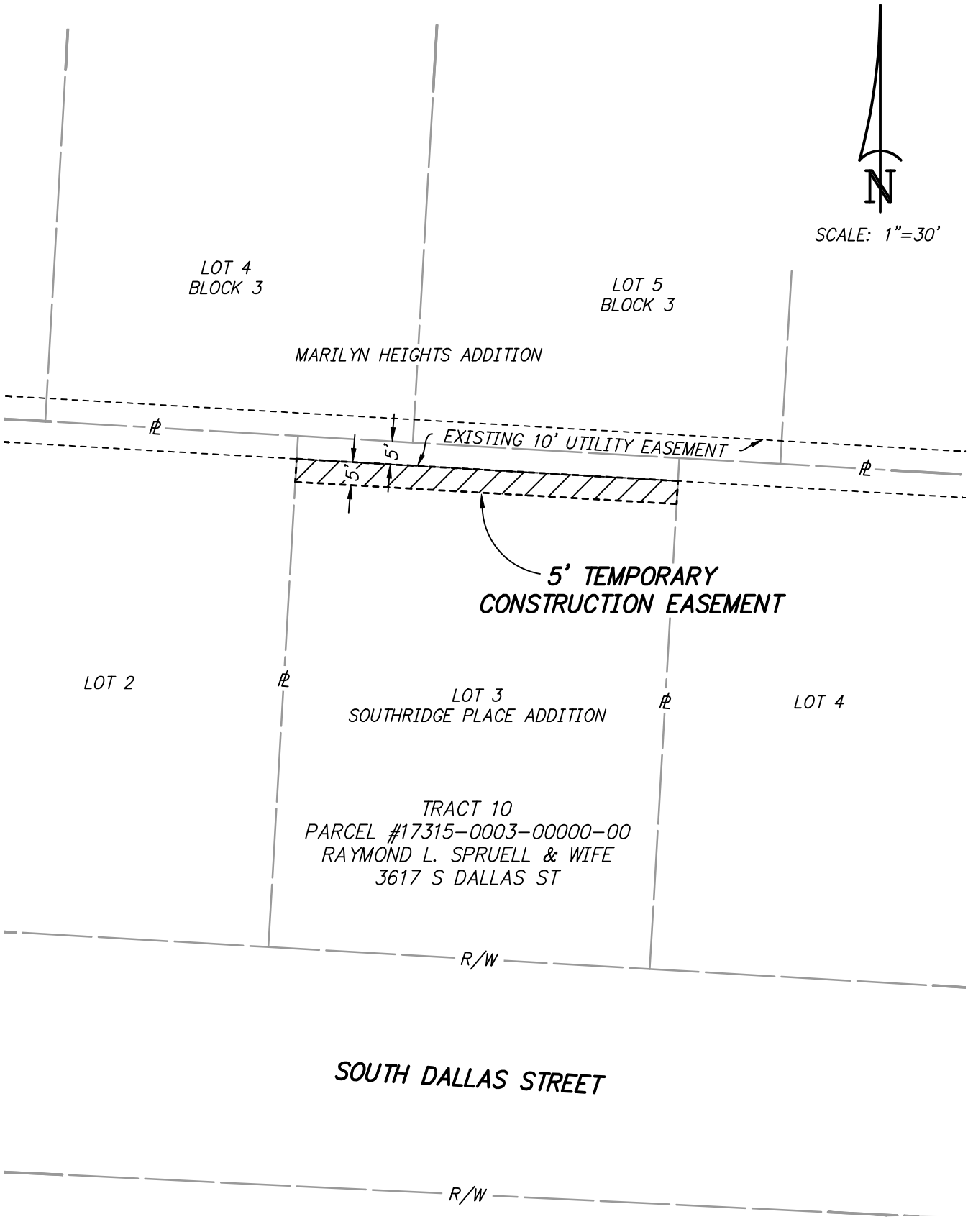
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 10 – RAYMOND L. SPRUELL & WIFE
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 10 - RAYMOND L. SPRUELL & WIFE.DWG, 9/4/2025 9:13 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 11
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Joanna L. Rish, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of Lot 4, Southridge Place Addition (filed for record March 30, 1961), City of Fort Smith, Sebastian County, Arkansas, containing 415 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

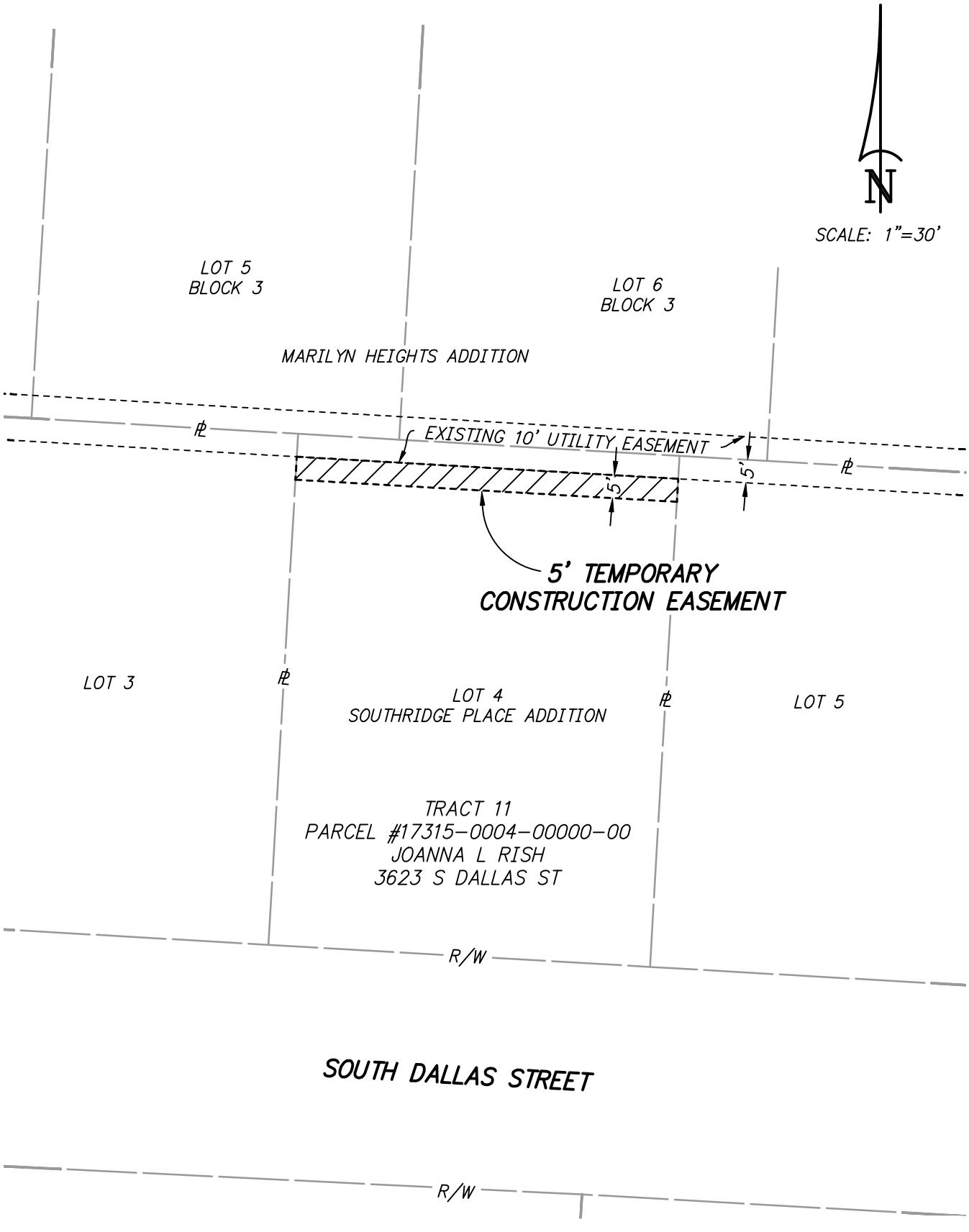
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 11 – JOANNA L. RISH

FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 11 - JOANNA L. RISH.DWG, 9/4/2025 9:15 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 12
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Gareth N. Pereira, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of Lot 5, Southridge Place Addition (filed for record March 30, 1961), City of Fort Smith, Sebastian County, Arkansas, containing 415 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

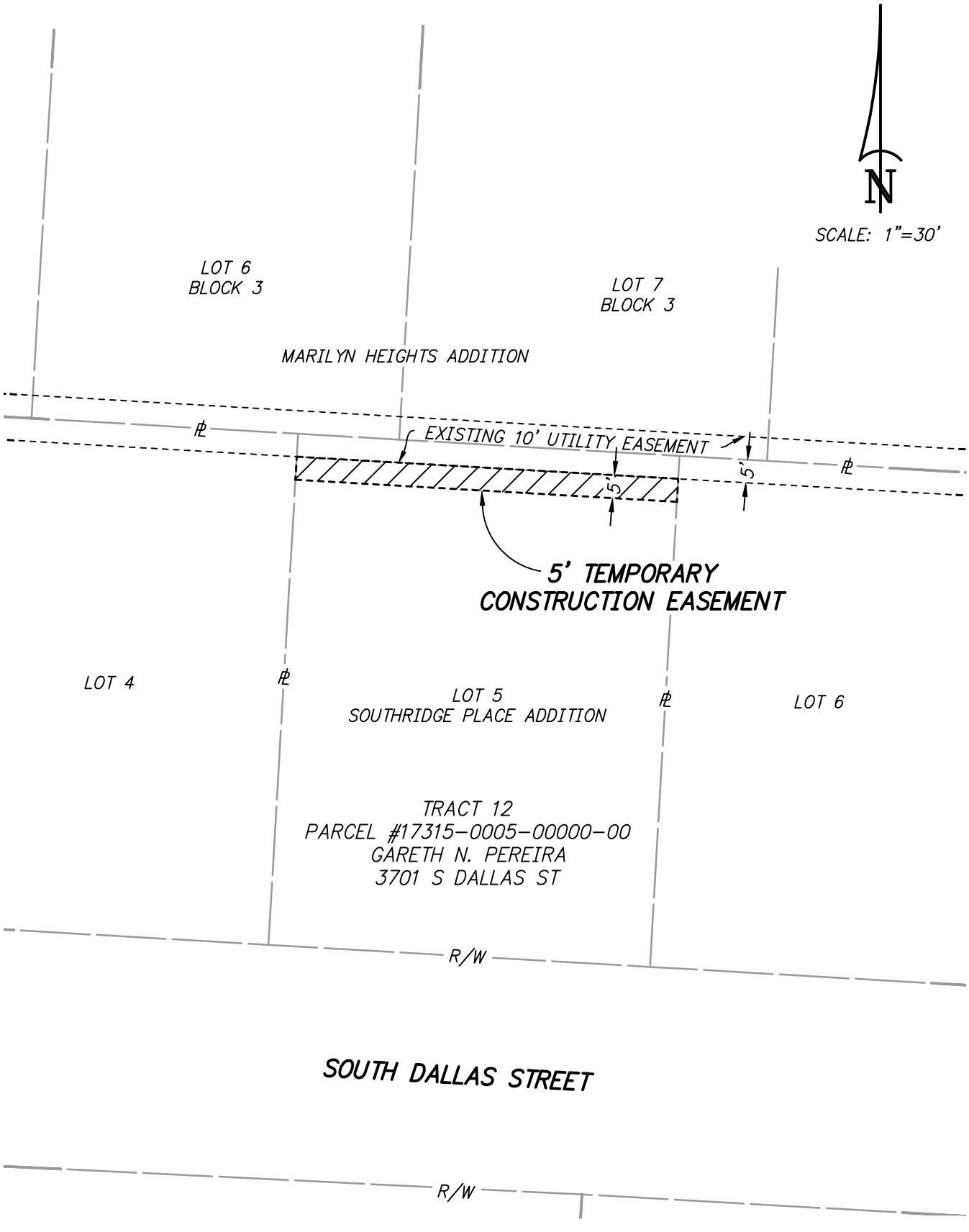
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 12 - GARETH N.PEREIRA.DWG, 9/4/2025 9:18 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 12 - GARETH N. PEREIRA

FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 13
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That R.A. & Myra L. Cardwell, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The South 5.00' of the North 10.00' of the West 15.00' of Lot 6, Southridge Place Addition (filed for record March 30, 1961), City of Fort Smith, Sebastian County, Arkansas, containing 75 square feet or 0.002 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

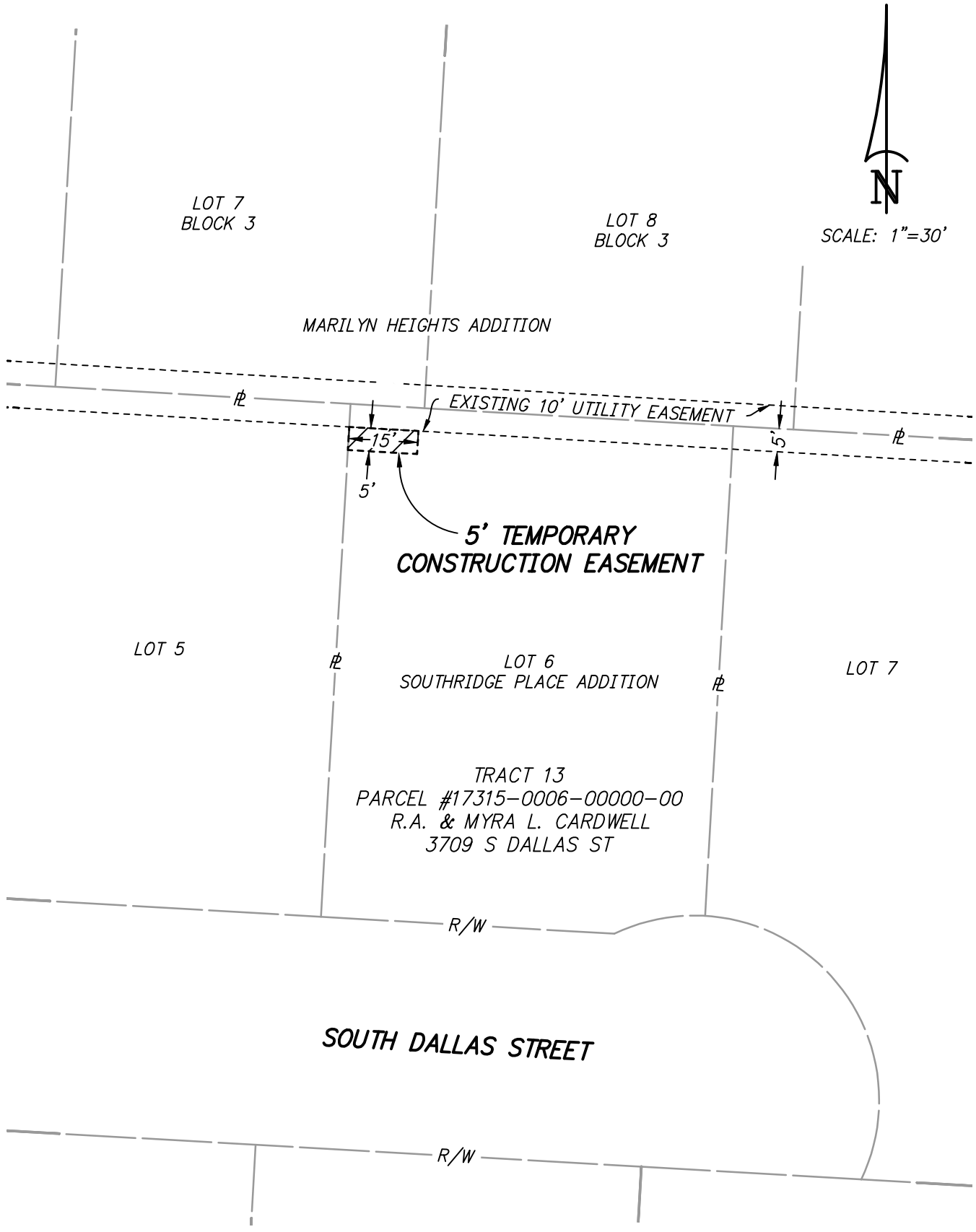
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 13 – R.A. & MYRA L. CARDWELL
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 13 - R.A. & MYRA L. CARDWELL.DWG, 9/4/2025 9:21 AM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin P009
Project #: 19-18-ED2
Tract #: 14
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Shannon L. Ray, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The North 8.00' of the South 13.00' of the West 10.00' of the East 17.00' of Lot 7, Block 3, Marilyn Heights Addition (filed for record January 31, 1955), City of Fort Smith, Sebastian County, Arkansas, containing 80 square feet or 0.002 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
COUNTY OF _____)

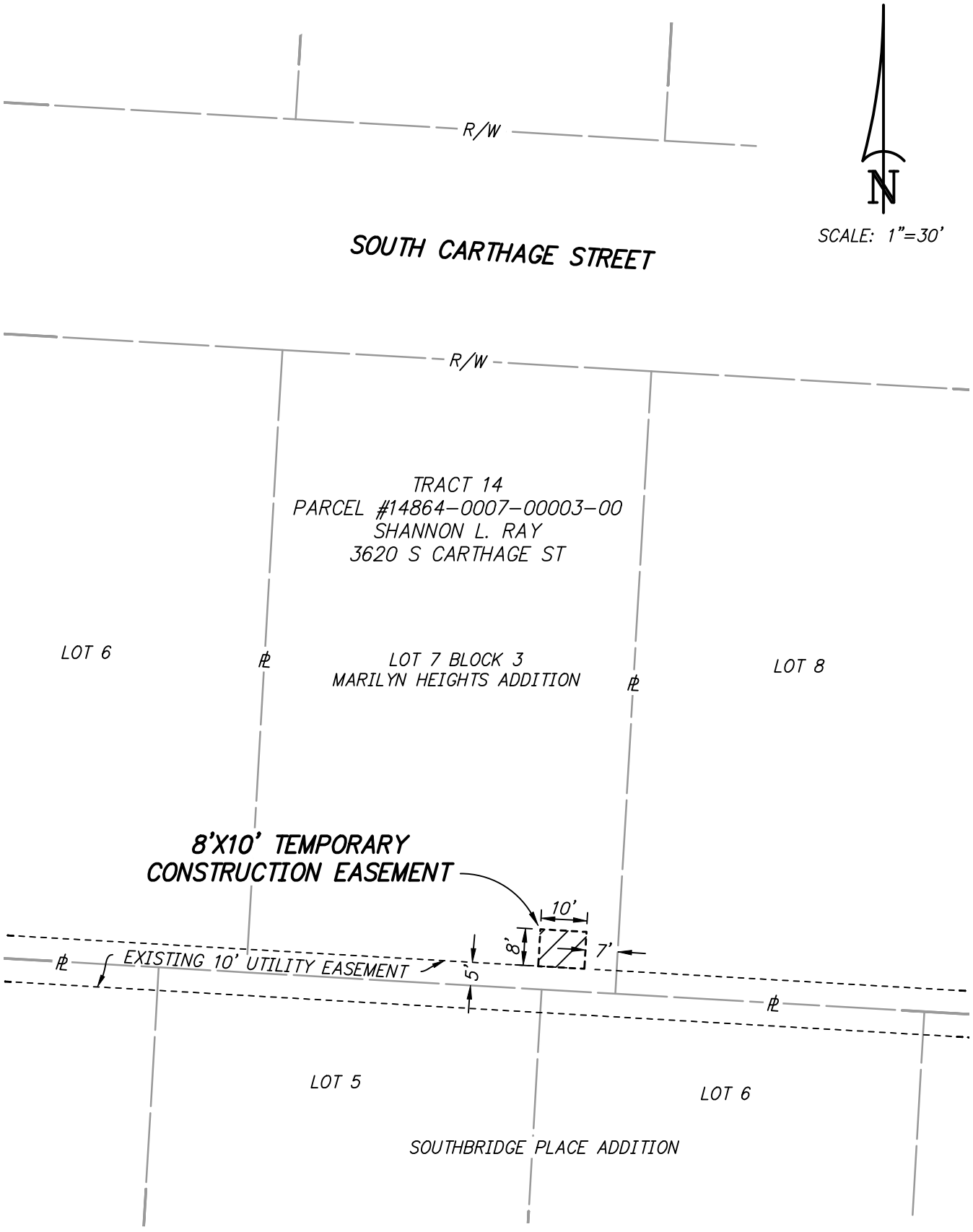
On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 14 – SHANNON L. RAY
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 14 - SHANNON L. RAY.DWG, 9/4/2025 9:22 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Armstrong, Rick C & Kathleen M - Tract 1

Property Address: 3324 S 39th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 516 sqft 2.50 per sqft
20% value equals $ 258.00

**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: **$ 258.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Lane, Margaret L - Tract 2

Property Address: 3900 Fresno St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 658 sqft 2.50 per sqft
20% value equals $ 329.00

**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: **$ 329.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Whited, Linda - Tract 3

Property Address: 3916 Fresno St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 436 sqft 2.50 per sqft
20% value equals $ 218.00

**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: **$ 218.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): King, Kevin C - Tract 4

Property Address: 3918 Fresno St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached. All values under $100.00 are rounded up to $100.00.

Calculation of Value of Easement:

A. TCE: 175 sqft 2.50 per sqft
20% value equals $ 100.00

**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: **$ 100.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Hainline, Karen - Tract 5

Property Address: 4101 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 290 sqft 2.50 per sqft
20% value equals $ 145.00

**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: **$ 145.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Garvey, Lori J & James Thomas - Tract 6

Property Address: 4105 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 425 sqft 2.50 per sqft
20% value equals $ 212.50

**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: **$ 212.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Perdue, Michael L & Judy L - Tract 7

Property Address: 4109 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 425 sqft 2.50 per sqft
20% value equals $ 212.50

**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: **$ 212.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Schmitz, Richard & Susan - Tract 8

Property Address: 4113 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 425 sqft 2.50 per sqft
20% value equals $ 212.50

**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: **$ 212.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Byers, David Ray & Janet Griffin - Tract 9

Property Address: 4117 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 225 sqft 2.50 per sqft
20% value equals $ 112.50

**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: **$ 112.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Spruell, Raymond L & Wife - Tract 10

Property Address: 3617 S Dallas St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 415 sqft 2.50 per sqft
20% value equals $ 207.50

**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: **$ 207.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Rish, Joanna L - Tract 11

Property Address: 3623 S Dallas St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 415 sqft 2.50 per sqft
20% value equals $ 207.50

**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: **$ 207.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Pereira, Gareth N - Tract 12

Property Address: 3701 S Dallas St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 415 sqft 2.50 per sqft
20% value equals $ 207.50

**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: **$ 207.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Cardwell, R.A. & Myra L - Tract 13

Property Address: 3709 Dallas St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached. All values under $100.00 are rounded up to $100.00.

Calculation of Value of Easement:

A. TCE: 75 sqft 2.50 per sqft
20% value equals $ 100.00

**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: **$ 100.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Ray, Shannon L - Tract 14

Property Address: 3620 Carthage St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached. All values under $100.00 are rounded up to $100.00.

Calculation of Value of Easement:

A. TCE: 80 sqft 2.50 per sqft
20% value equals $ 100.00

**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: **$ 100.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

TRACT			PAR#			OWNER		PROPERTY	SQFT	OFFER
1			11365-0081-00000-00		TCE	Armstrong, Rick C & Kathleen M 3324 S 39th St Fort Smith, AR 72903		3324 S 39th St	516	$ 258.00
2			11365-0080-00000-00		TCE	Lane, Margaret L #1 Park Stone Cir North Little Rock, AR 72116		3900 Fresno St	658	$ 329.00
3			11365-0079-00000-00		TCE	Whited, Linda 3916 Fresno St Fort Smith, AR 72903		3916 Fresno St	436	$ 218.00
4			11365-0078-00000-00		TCE	King, Kevin C 3918 Fresno St Fort Smith, AR 72903		3918 Fresno St	175	$ 175.00
5			11365-0009-00000-00		TCE	Hainline, Karen 4101 S Gary St Fort Smith, AR 72903		4101 S Gary St	290	$ 145.00
6			11365-0010-00000-00		TCE	Garvey, Lori J & James Thomas 4105 S Gary St Fort Smith, AR 72903		4105 S Gary St	425	$ 212.50
7			11365-0011-00000-00		TCE	Perdue, Michael L & Judy L 1740 W Nashville St Greenwood, AR 72936		4109 S Gary St	425	$ 212.50
8			11365-0012-00000-00		TCE	Schmitz, Richard & Susan 4113 S Gary St Fort Smith, AR 72903		4113 S Gary St	425	$ 212.50
9			11365-0013-00000-00		TCE	Byers, David Ray & Janet Griffin 4117 S Gary St Fort Smith, AR 72903		4117 S Gary St	225	$ 112.50
10			17315-0003-00000-00		TCE	Spruell, Raymond L & Wife 3617 S Dallas St Fort Smith, AR 72903		3617 S Dallas St	415	$ 207.50
11			17315-0004-00000-00		TCE	Rish, Joanna L 3623 Dallas St Fort Smith, AR 72903		3623 Dallas St	415	$ 207.50
12			17315-0005-00000-00		TCE	Pereira, Gareth N. 3701 Dallas St Fort Smith, AR 72903		3701 Dallas St	415	$ 207.50
13			17315-0006-00000-00		TCE	Cardwell, R.A. & Myra L 3709 Dallas St Fort Smith, AR 72903		3709 Dallas St	75	$ 100.00
14			14864-0007-00003-00		TCE	Ray, Shannon L 3620 Carthage St Fort Smith, AR 72903		3620 Carthage St	80	$ 100.00

Property Valuation Report

Property Owner(s): Armstrong, Rick C & Kathleen M - Tract 1

Property Address: 3324 S 39th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 516 sqft 2.50 per sqft
20% value equals $ 258.00

**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: **$ 258.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Lane, Margaret L - Tract 2

Property Address: 3900 Fresno St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 658 sqft 2.50 per sqft
20% value equals $ 329.00

**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: **$ 329.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Whited, Linda - Tract 3

Property Address: 3916 Fresno St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 436 sqft 2.50 per sqft
20% value equals $ 218.00

**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: **$ 218.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): King, Kevin C - Tract 4

Property Address: 3918 Fresno St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached. All values under $100.00 are rounded up to $100.00.

Calculation of Value of Easement:

A. TCE: 175 sqft 2.50 per sqft
20% value equals $ 100.00

**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: **$ 100.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Hainline, Karen - Tract 5

Property Address: 4101 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 290 sqft 2.50 per sqft
20% value equals $ 145.00

**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: **$ 145.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Garvey, Lori J & James Thomas - Tract 6

Property Address: 4105 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 425 sqft 2.50 per sqft
20% value equals $ 212.50

**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: **$ 212.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Perdue, Michael L & Judy L - Tract 7

Property Address: 4109 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 425 sqft 2.50 per sqft
20% value equals $ 212.50

**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: **$ 212.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Schmitz, Richard & Susan - Tract 8

Property Address: 4113 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 425 sqft 2.50 per sqft
20% value equals $ 212.50

**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: **$ 212.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Byers, David Ray & Janet Griffin - Tract 9

Property Address: 4117 Gary St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 225 sqft 2.50 per sqft
20% value equals $ 112.50

**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: **$ 112.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Spruell, Raymond L & Wife - Tract 10

Property Address: 3617 S Dallas St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 415 sqft 2.50 per sqft
20% value equals $ 207.50

**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: **$ 207.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Rish, Joanna L - Tract 11

Property Address: 3623 S Dallas St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 415 sqft 2.50 per sqft
20% value equals $ 207.50

**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: **$ 207.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Pereira, Gareth N - Tract 12

Property Address: 3701 S Dallas St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 415 sqft 2.50 per sqft
20% value equals $ 207.50

**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: **$ 207.50 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Cardwell, R.A. & Myra L - Tract 13

Property Address: 3709 Dallas St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached. All values under $100.00 are rounded up to $100.00.

Calculation of Value of Easement:

A. TCE: 75 sqft 2.50 per sqft
20% value equals $ 100.00

**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: **$ 100.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Ray, Shannon L - Tract 14

Property Address: 3620 Carthage St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $2.50 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached. All values under $100.00 are rounded up to $100.00.

Calculation of Value of Easement:

A. TCE: 80 sqft 2.50 per sqft
20% value equals $ 100.00

**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: **$ 100.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

PVR CALCULATIONS

The property sales that have been used to calculate the PVR values are listed below.

1. 11365-0006-00000-00
   Sold 9/26/16 – 0.25 Acres for $115,000.00

2. 11365-0063-00000-00
   Sold 4/4/25 – 0.63 Acres for $68,000.00

I went with an average value of $4.00 a square foot. Sewer Easements are valued at 50% full value Temporary Construction Easements are set at 20% of total per-square foot value.

September 8, 2025

To **Rick & Kathleen Armstrong**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3324 S 39th St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$258.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

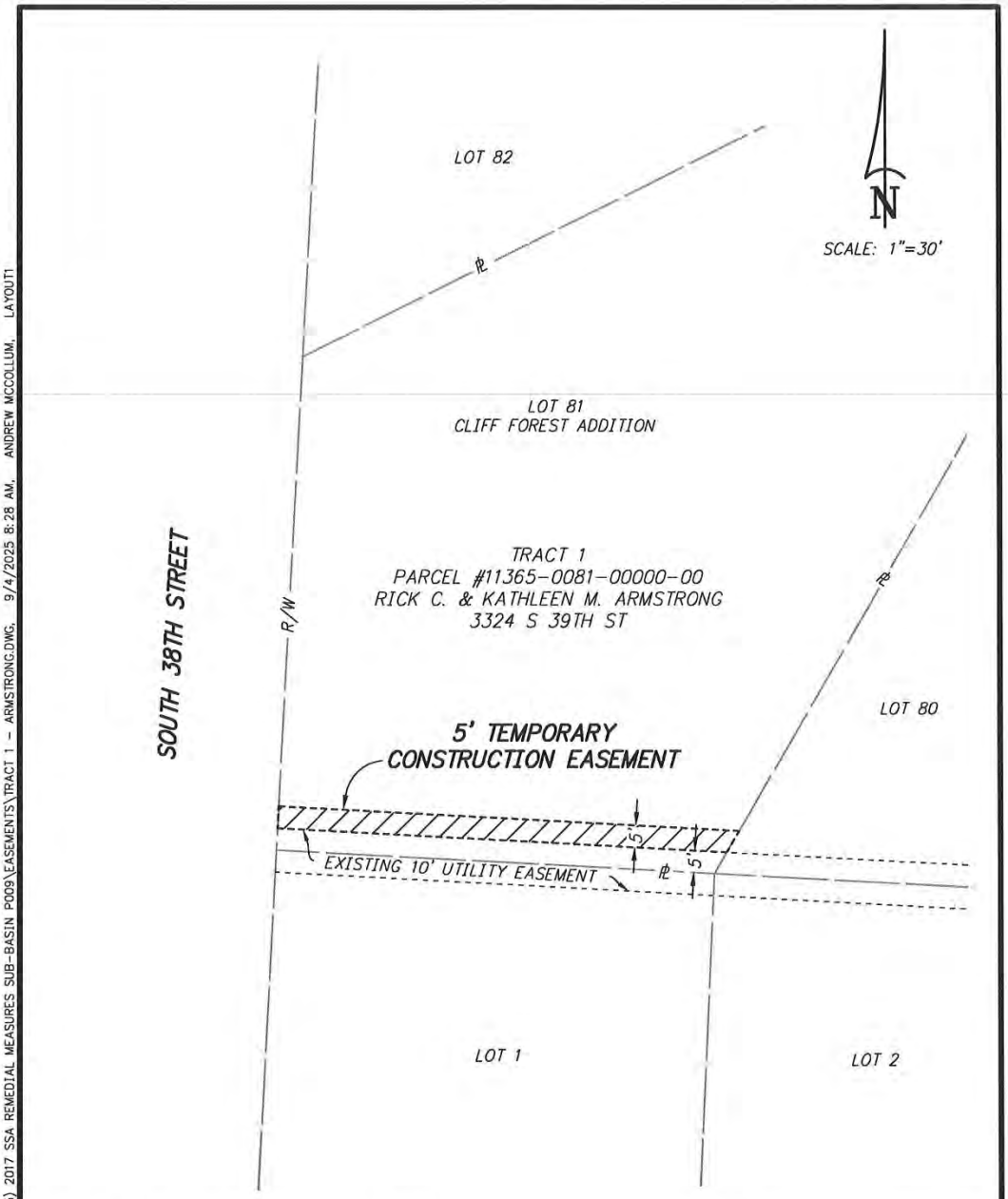
Property Tract Number is –

Tract 1

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 1 – RICK C. & KATHLEEN M. ARMSTRONG
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 1 - ARMSTRONG.DWG, 9/4/2025 8:28 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Margaret L. Lane**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3900 Fresno St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$329.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

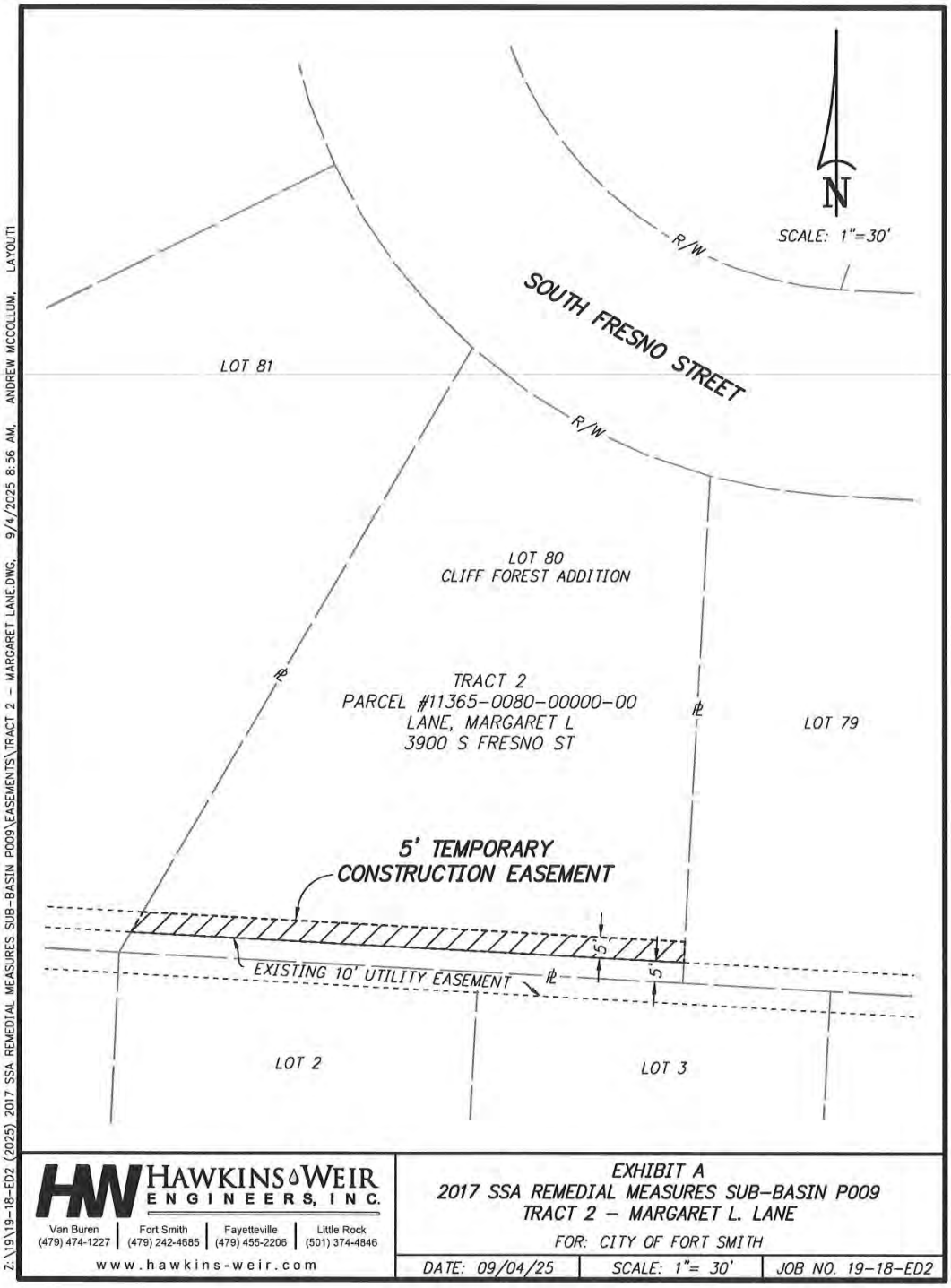
Property Tract Number is –

Tract 2

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 2 – MARGARET L. LANE
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 2 - MARGARET LANE.DWG, 9/4/2025 8:56 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Linda Whited**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3916 Fresno St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$218.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

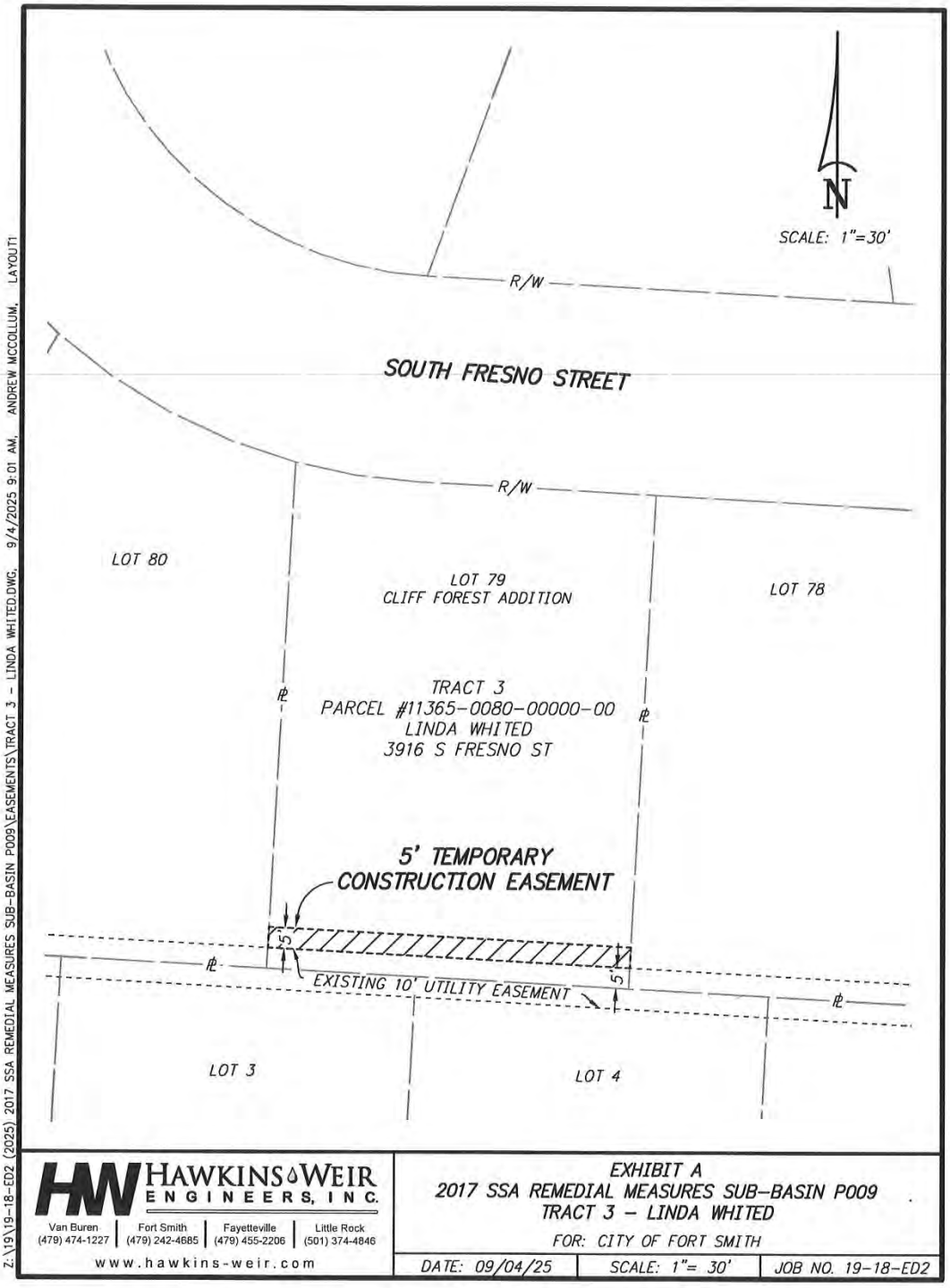
Property Tract Number is –

Tract 3

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 3 - LINDA WHITED.DWG, 9/4/2025 9:01 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 3 - LINDA WHITED

FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

September 8, 2025

To **Kevin C. King**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3918 Fresno St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$175.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

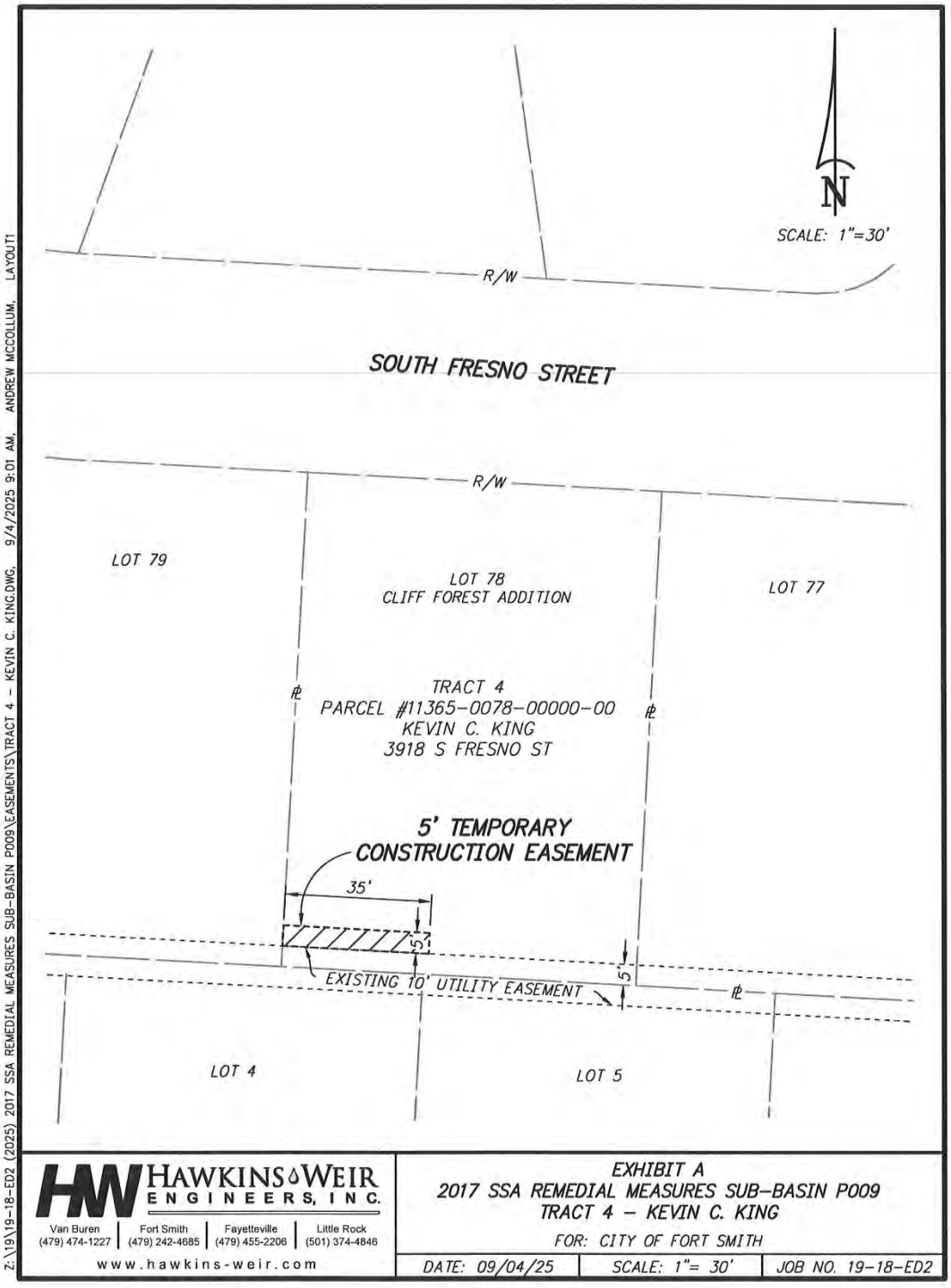
Property Tract Number is –

Tract 4

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 4 - KEVIN C. KING.DWG, 9/4/2025 9:01 AM, ANDREW MCCOLLUM, LAYOUT1

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www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 4 - KEVIN C. KING
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

September 8, 2025

To **Karen Hainline**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4101 S Gary St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$145.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

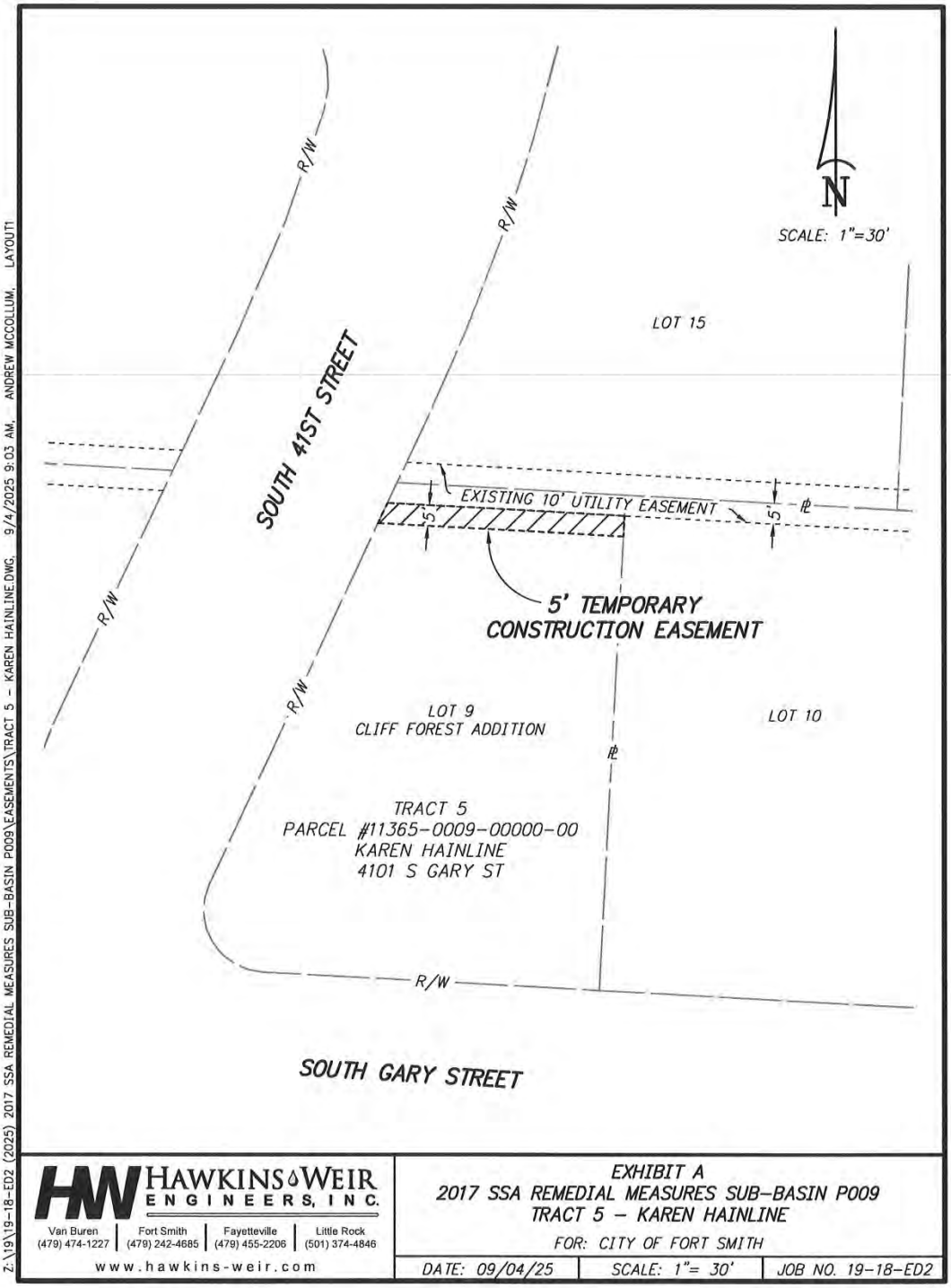
Property Tract Number is –

Tract 5

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 5 - KAREN HAINLINE.DWG, 9/4/2025 9:03 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 5 – KAREN HAINLINE

FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

September 8, 2025

To **Lori & James Thomas Garvey**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4105 S Gary St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$212.50**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

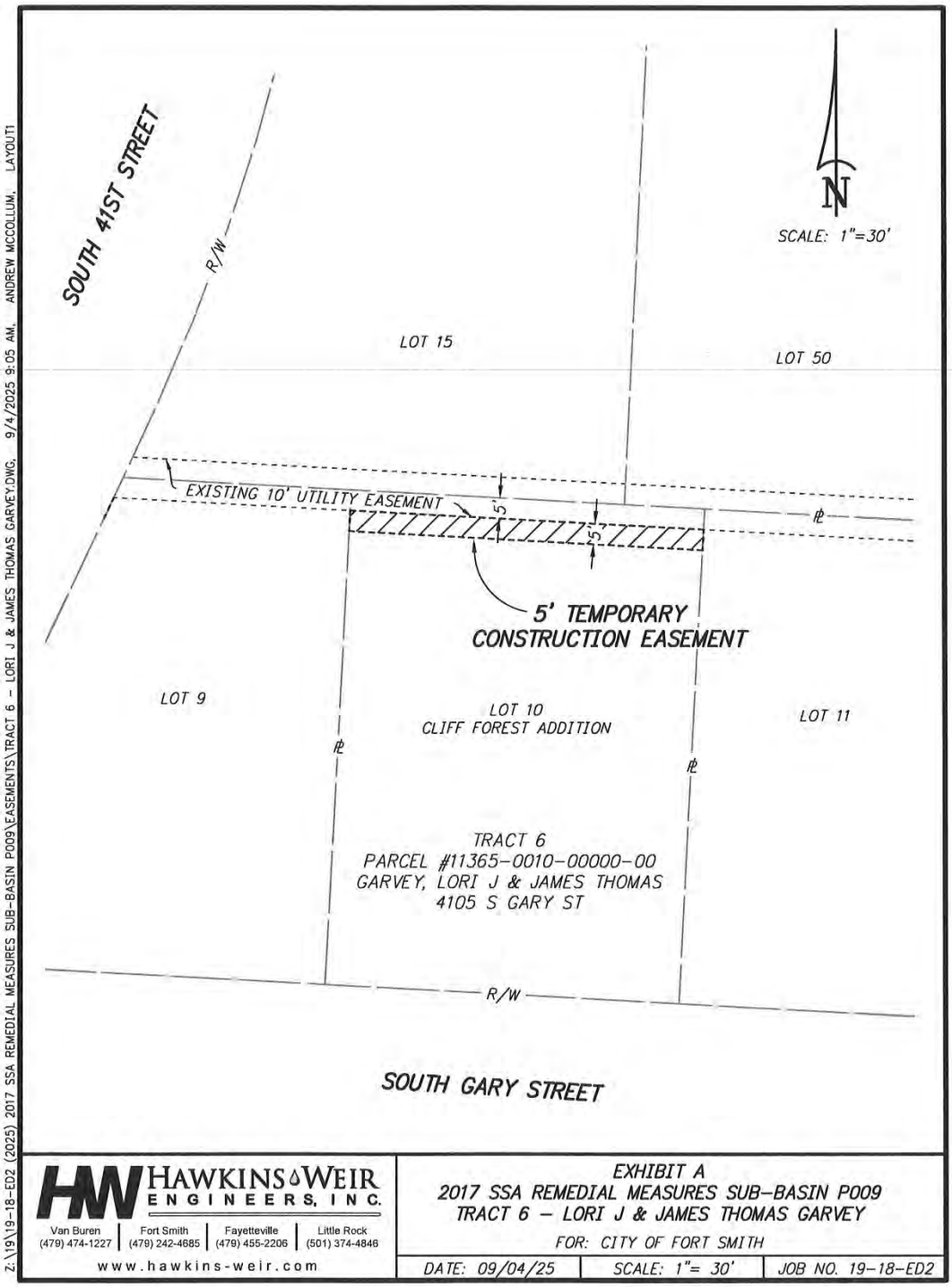
Property Tract Number is –

Tract 6

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 6 – LORI J & JAMES THOMAS GARVEY
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 6 - LORI J & JAMES THOMAS GARVEY.DWG, 9/4/2025 9:05 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Michael L. & Judy L. Perdue**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4109 S Gary St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$212.50**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

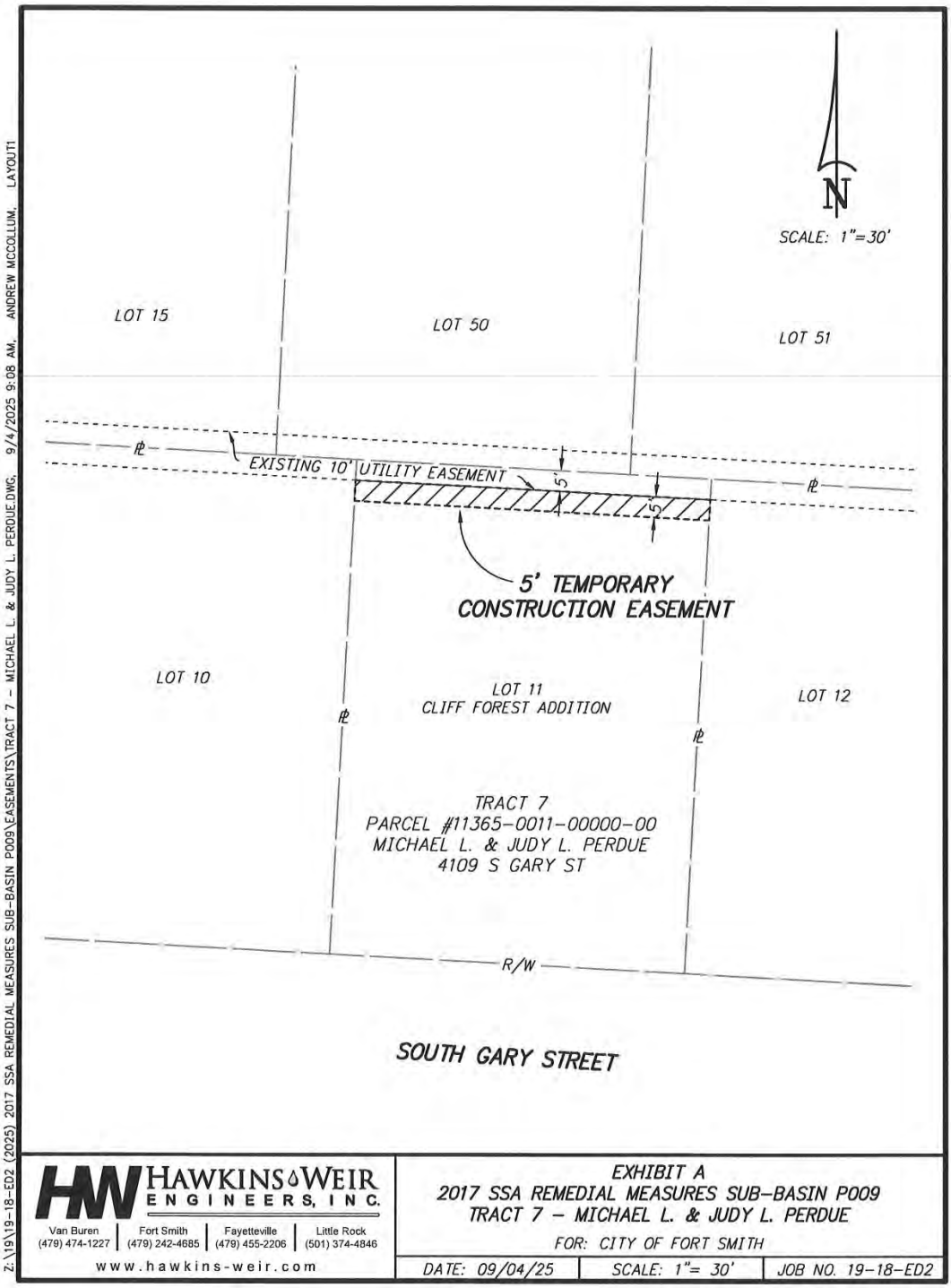
Property Tract Number is –

Tract 7

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 7 - MICHAEL L. & JUDY L. PERDUE.DWG, 9/4/2025 9:08 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 7 - MICHAEL L. & JUDY L. PERDUE

FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

September 8, 2025

To **Richard & Susan Schmitz**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4113 S Gary St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$212.50**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

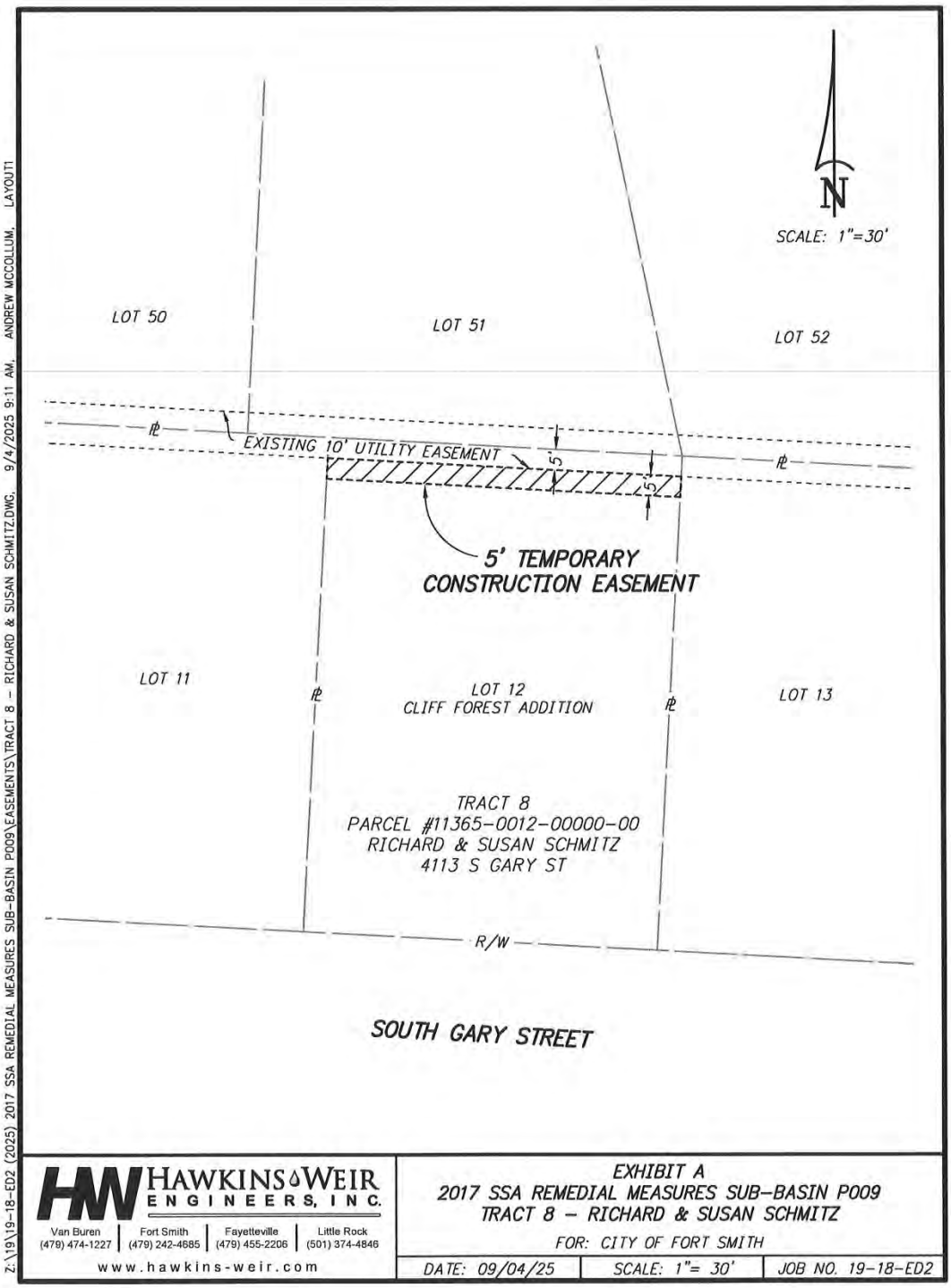
Property Tract Number is –

Tract 8

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 8 – RICHARD & SUSAN SCHMITZ
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 8 - RICHARD & SUSAN SCHMITZ.DWG, 9/4/2025 9:11 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **David Ray Byers & Janet Griffin**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4117 S Gary St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$112.50**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

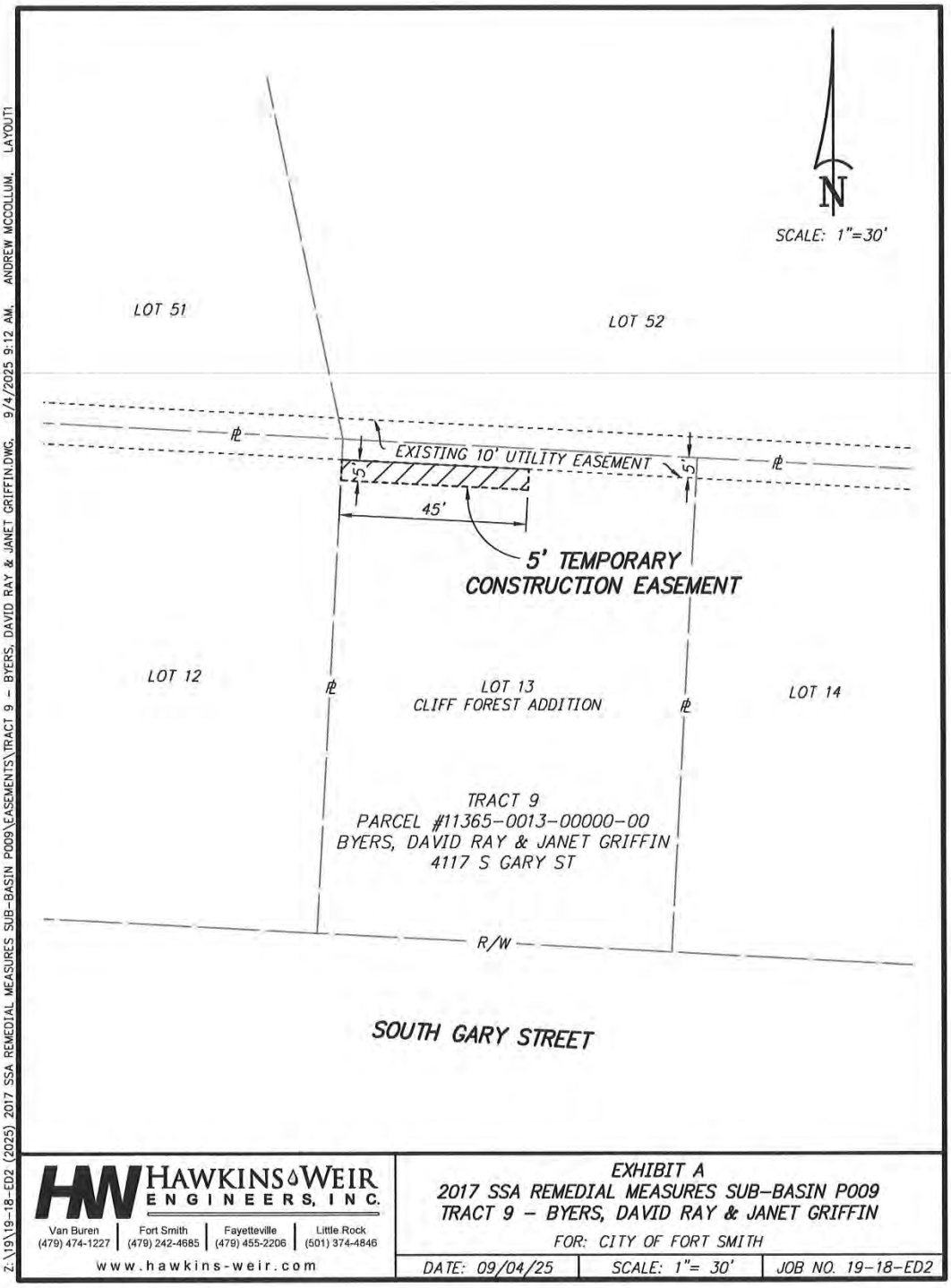
Property Tract Number is –

Tract 9

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 9 - BYERS, DAVID RAY & JANET GRIFFIN
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 9 - BYERS, DAVID RAY & JANET GRIFFIN.DWG, 9/4/2025 9:12 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Raymond Spruell**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3617 S Dallas St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$207.50**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

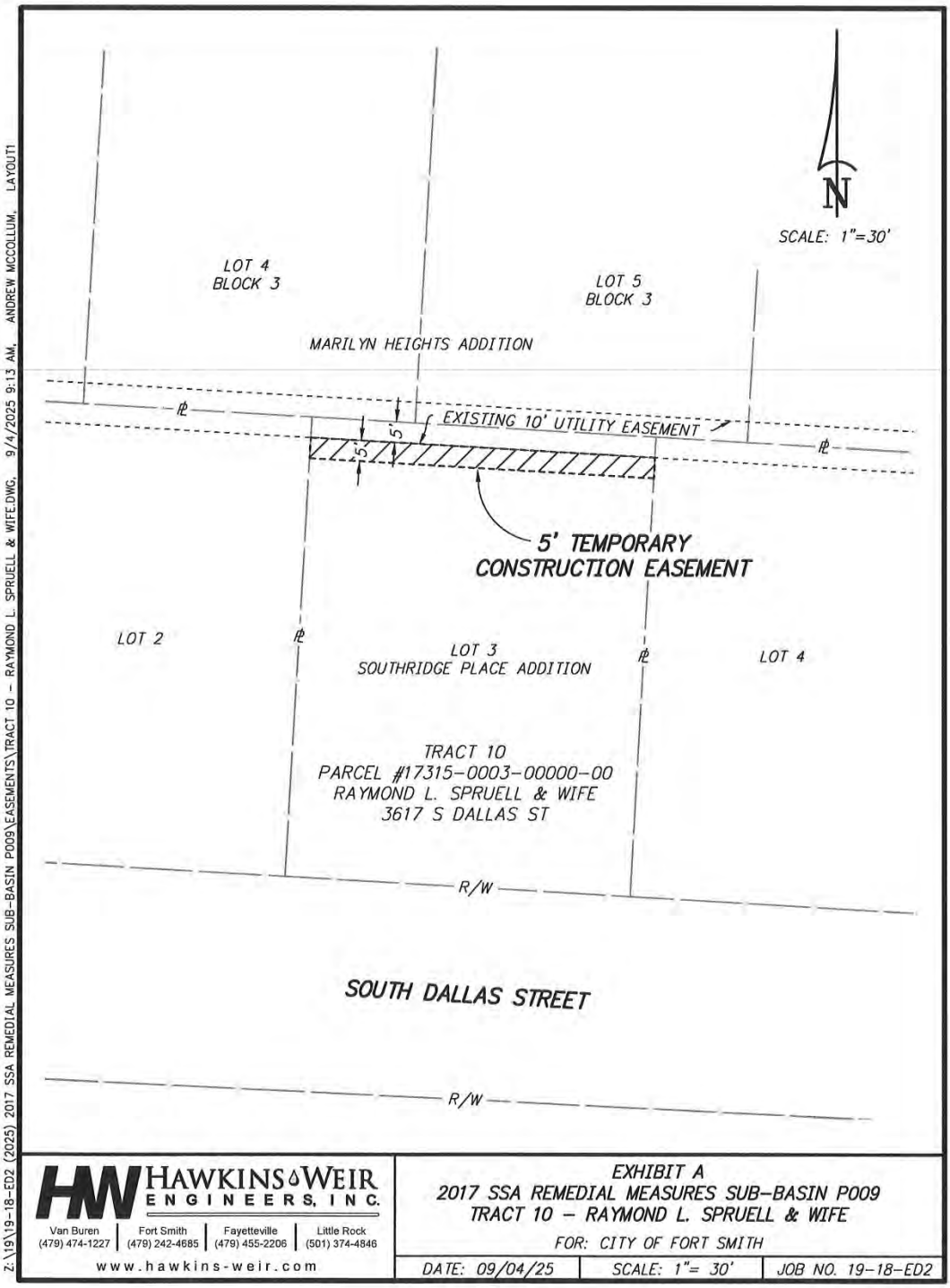
Property Tract Number is –

Tract 10

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 10 - RAYMOND L. SPRUELL & WIFE.DWG, 9/4/2025 9:13 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 10 - RAYMOND L. SPRUELL & WIFE
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

September 8, 2025

To **Joanna L. Rish**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3623 S Dallas St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$207.50**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

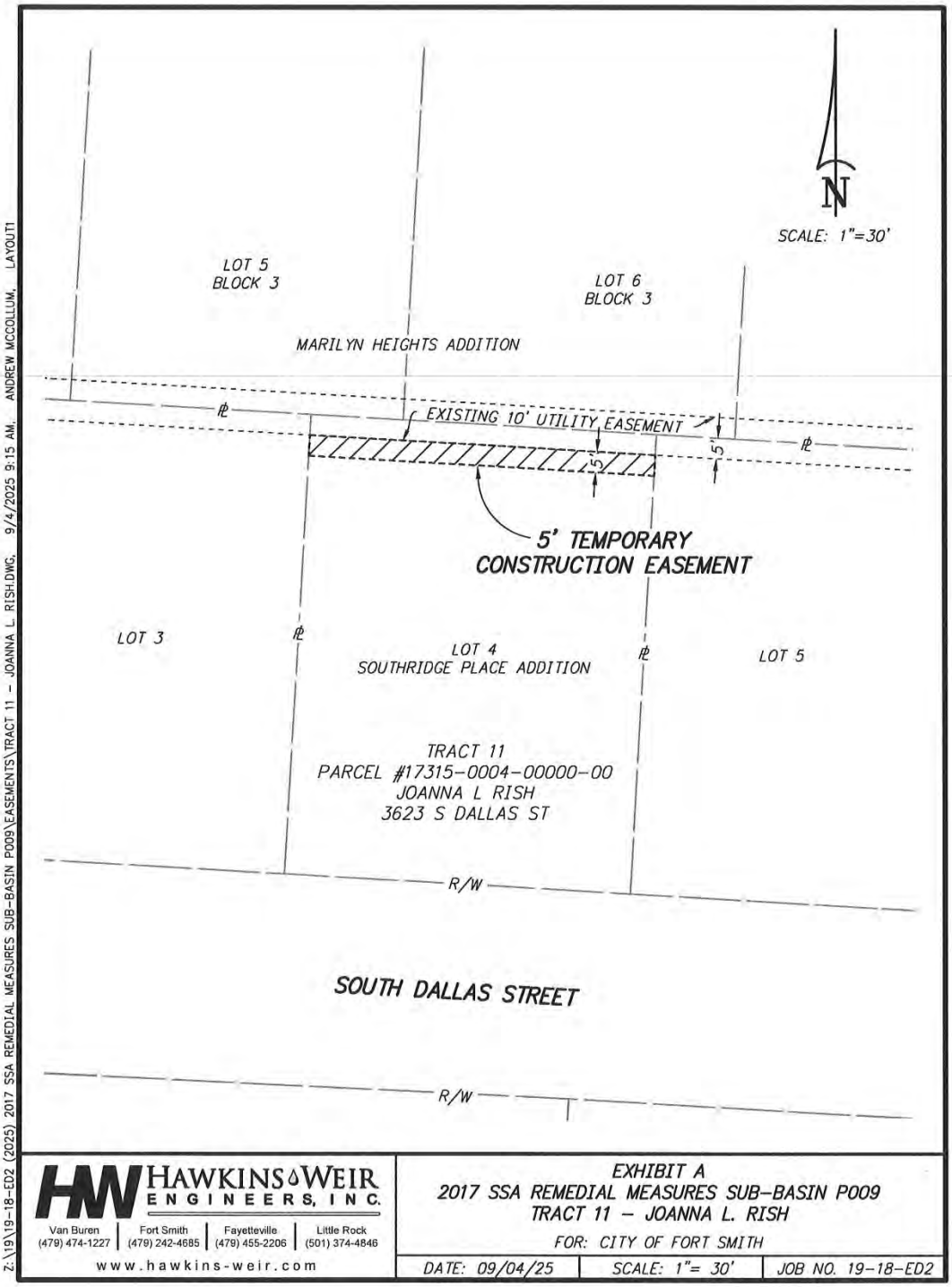
Property Tract Number is –

Tract 11

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS◊WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 11 – JOANNA L. RISH
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 11 – JOANNA L. RISH.DWG, 9/4/2025 9:15 AM, ANDREW MCCOLLUM, LAYOUT1

September 8, 2025

To **Gareth N. Pereira**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3701 Dallas St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$207.50**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

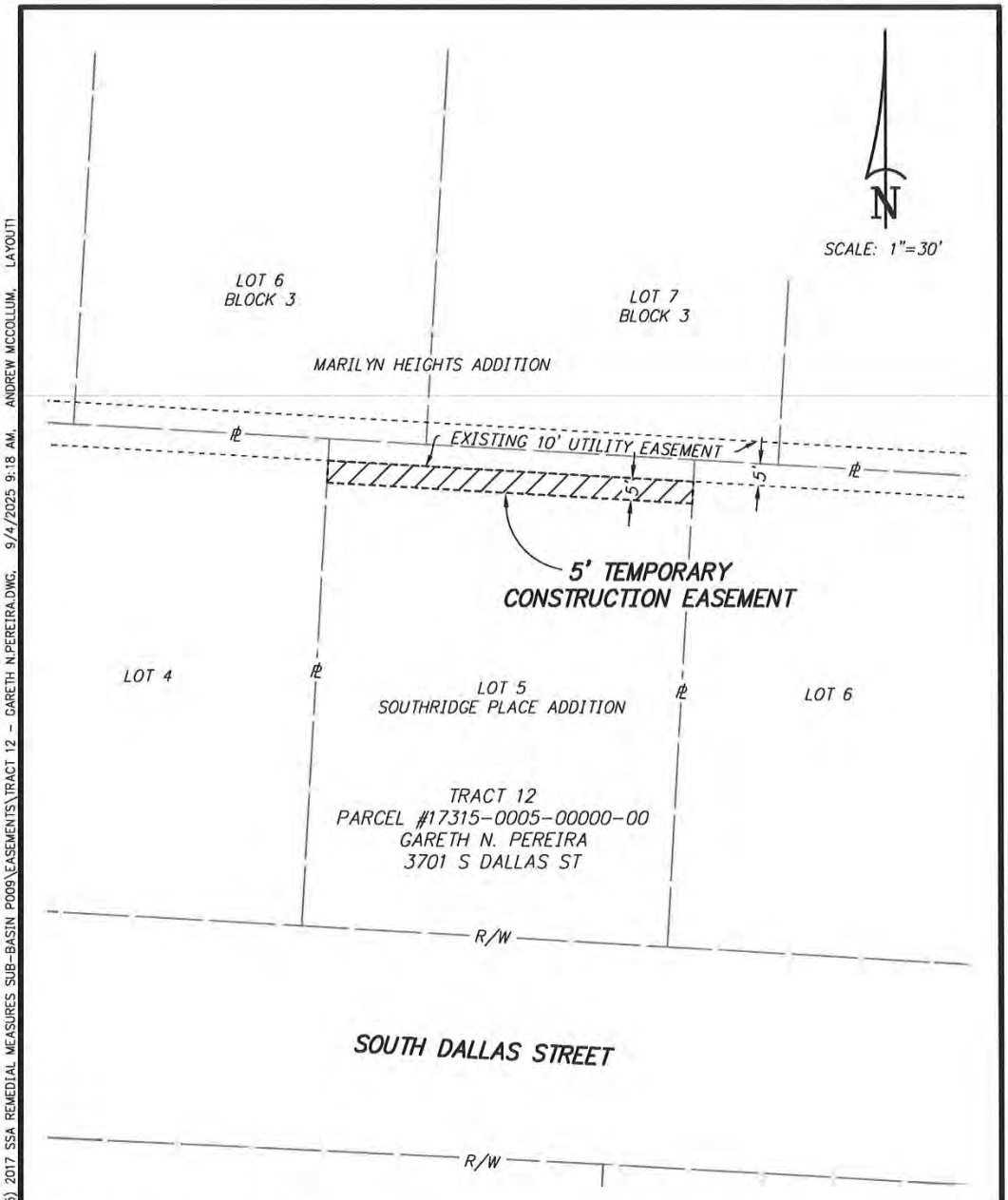
Property Tract Number is –

Tract 12

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 12 - GARETH N.PEREIRA.DWG, 9/4/2025 9:18 AM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 12 - GARETH N. PEREIRA
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

September 8, 2025

To **R. A. & Myra L. Cardwell**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3709 Dallas St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$100.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

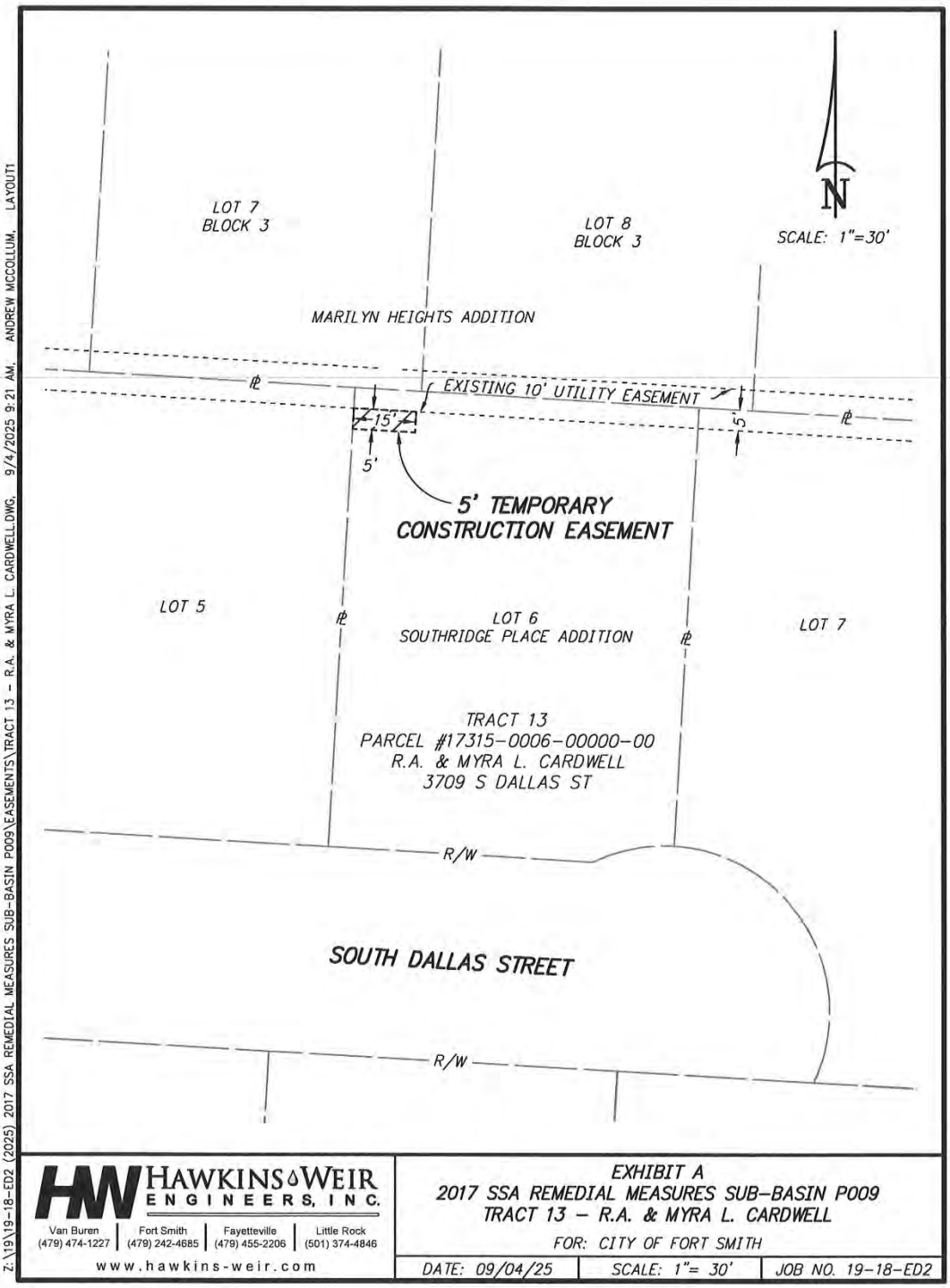
Property Tract Number is –

Tract 13

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 13 - R.A. & MYRA L. CARDWELL.DWG, 9/4/2025 9:21 AM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 13 – R.A. & MYRA L. CARDWELL
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

September 8, 2025

To **Shannon L. Ray**,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3620 Carthage St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin P009**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$100.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-18: 2017 SSA Remedial Measures, Sub-Basin P009

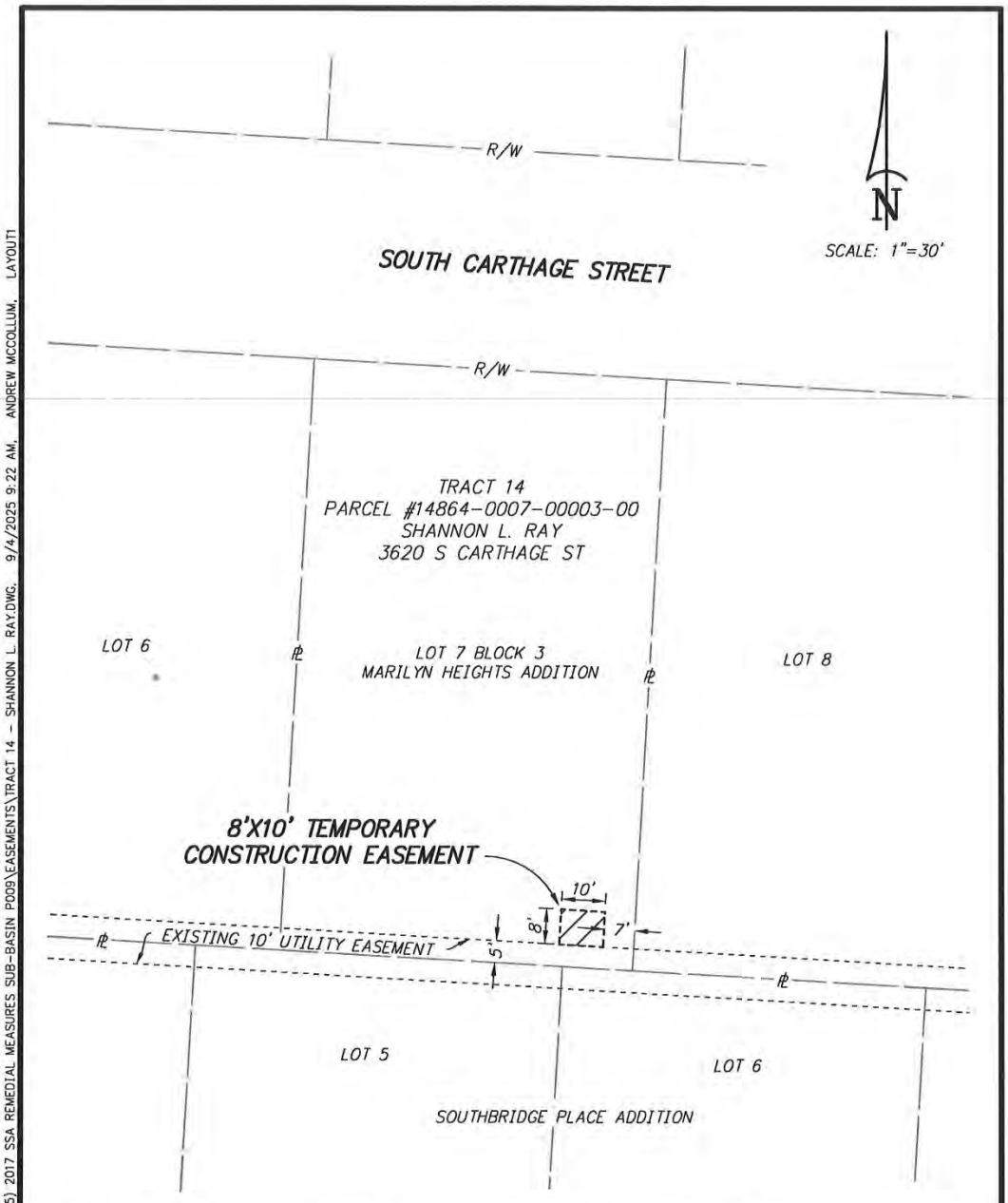
Property Tract Number is –

Tract 14

Should you have any questions or concerns, please feel free to contact Lorne Matthews at 479-221-0677 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN P009
TRACT 14 – SHANNON L. RAY
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-18-ED2

Z:\19\19-18-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN P009\EASEMENTS\TRACT 14 - SHANNON L. RAY.DWG, 9/4/2025 9:22 AM, ANDREW MCCOLLUM, LAYOUT1

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Lance A. McAvoy, Director of Water Utilities

DATE: September 9, 2025

SUBJECT: 2017 SSA Remedial Measures, Sub-Basin FL02, Project No. 19-19-C1 Easement Acquisitions

SUMMARY

As part of the Consent Decree requirements, the City of Fort Smith has undergone a complete assessment of its wastewater collection and transmission system. The City, and its contractors, are performing Sanitary Sewer Assessments (SSA) and repairs in various Sub-Basins throughout the city. These assessments were necessary to evaluate the condition of the pipes in the City's Sub-Basins to determine if rehabilitation or replacement is required. Project 19-19-C1 is one of the projects on the priority list to be funded by the 2025 Sales and Use Tax Bonds

The Temporary Construction and Sewer Utility Easements required as part of this project are attached as Exhibit A to the Resolution. Affected properties owners will be notified by mail of the Board meeting date, time and location; notices to property owners are included.

In the event the named landowner declines to grant the easements, staff recommends the city attorney be allowed to move forward under eminent domain to obtain the needed easements.

Staff recommends approval of the attached Resolution, which includes authorizing the City Administrator and City Attorney to proceed with eminent domain actions to acquire the temporary construction easements if the landowner declines accepting the city's offer. As always, 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. 9-16-25_Item_ID_2167_Resolution_Utilities.pdf
2. 9-16-25_Item_ID_2167_Map_Easements_and_PVR_Utilities 1.pdf
3. 9-16-25 Item ID 2167 Owner Notifications Utilities.pdf

FISCAL IMPACT: *$23,589.00*
BUDGET INFORMATION: *Budgeted / Water Utilities - 5/8% Sales and Use Tax*

CONSENT DECREE

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF TEMPORARY CONSTRUCTION AND SEWER UTILITY EASEMENTS IN CONNECTION WITH THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN FL02, PROJECT NO. 19-19-C1

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

SECTION 1: Values for the acquisition of temporary construction easements and sewer utility easements for construction purposes for the 2017 SSA Remedial Measures, Sub-Basin FL02, Project Number 19-19-C1, attached as Exhibit A are approved, and acquisition of the easements for the amounts listed are hereby authorized for the total amount of $23,589.00.

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above listed amounts.

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

This Resolution adopted this _____ day of September 2025.

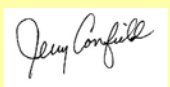
APPROVED:

_____
Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

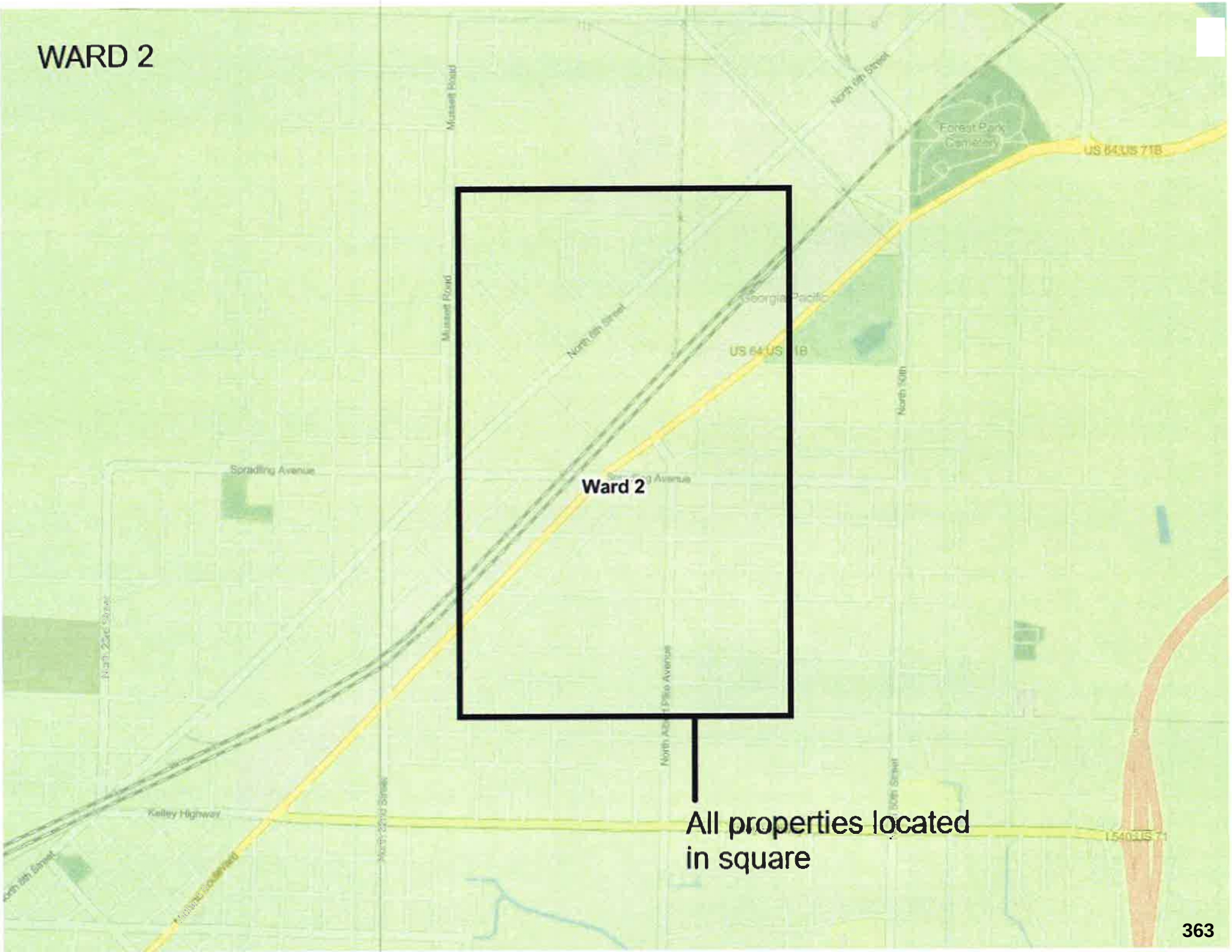
CONSENT DECREE

Exhibit A

TRACT		PAR#		OWNER	PROPERTY	SQFT	OFFER
4		13409-0003-00000-00	TCE	Douangmala, Vilayhack & Souma 4400 N 6th St Fort Smith, AR 72901	4400 N 6th St	1,050	$ 630.00
5		13409-0002-00000-00	TCE	Martinez, Ester 4406 N 6th St Fort Smith, AR 72904	4406 N 6th St	1,050	$ 630.00
6		15224-0008-00023-00	TCE	Correa, David A & Felicitas & Correa, Rodriquez MA 3825 High St Fort Smith, AR 72904	3825 High St	499	$ 299.40
7		15224-0007-00023-00	TCE	Gentry, Cheryl Ann 11817 Old 88 Rd Rudy, AR 72952	3901 High St	2,153	$ 1,291.80
8		15224-0006-00023-00	TCE	Wells, Ronald W & Ronald D 3905 High St Fort Smith, AR 72904	3905 High St	2,143	$ 1,291.80
9		15224-0005-00023-00	TCE	Perew, Bernice & Claude Alfred 4001 High St Fort Smith, AR 72904	4001 High St	2,147	$ 1,288.20
10		15224-0004-00023-00 15224-0004-00023-02	TCE	Tran, Richard 4005 High St Fort Smith, AR 72904	4005 High St	2,489	$ 1,493.40
11		15224-0003-00023-01	TCE	Summerhill, Donna Sue P.O. Box 6213 Van Buren, AR 72956	4021 High St	904	$ 542.40
12		15224-0003-00023-00	TCE	Rodgers, Bonnie Annadale Living Trust 1609 South Y St Fort Smith, AR 72901	4023 High St	901	$ 540.60
13		15224-0002-00023-00	TCE	Hernandez, Gloria 2606 N Albert Pike Fort Smith, AR 72904	4101 High St	1,097	$ 658.20
14		15224-0002-00023-01	TCE	Le, Francis Vien & Tran, Mary Tri 4103 High St Fort Smith, AR 72904	4103 High St	3,573	$ 2,143.80
15		15224-0001-00023-03	TCE	Pindeda Properties, LLC 2709 Granite Dr Van Buren, AR 72956	3309 N Albert Pike Ave	200	$ 120.00
16		15224-0001-00023-02	TCE	Vargas, Ninfa Perez 3319 N Albert Pike Fort Smith, AR 72904	3319 N Albert Pike	250	$ 150.00
17		15224-0001-00023-01	TCE	Vannavong, Onechanh & Mone 3321 N Albert Pike Fort Smith, AR 72904	3321 Albert Pike	250	$ 150.00
18		15224-0001-00023-04	TCE	Rachel, Mary Louis 3323 N Albert Pike Fort Smith, AR 72904	3323 N Albert Pike	250	$ 150.00
19		15224-0014-00023-00	TCE	Linares, Marleni S 3405 N Albert Pike Fort Smith, AR 72904	3405 N Albert Pike	425	$ 255.00
20		15224-0013-00023-01	TCE	Young, Lloyd G & Philip R 4108 N St Fort Smith, AR 72904	4108 N ST	1,275	$ 765.00
22		18883-0000-02420-00 18883-0000-02418-00	TCE	OK FOODS, INC 4601 N 6th St Fort Smith, AR 72901	4601 N 6th St	18,649	$ 11,189.40

Total: $23,589.00

WARD 2


Mussett Road
North 6th Street
Forest Park Cemetery
US 64/US 71B
Georgia-Pacific
Spradling Avenue
Ward 2
North 22nd Street
North Arch Pike Avenue
North 50th Street
Kelley Highway
I-540/US 71
All properties located in square

TRACT		PAR#		OWNER	PROPERTY	SQFT	OFFER
4		13409-0003-00000-00	TCE	Douangmala, Vilayhack & Souma 4400 N 6th St Fort Smith, AR 72901	4400 N 6th St	1,050	$ 630.00
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6		15224-0008-00023-00	TCE	Correa, David A & Felicitas & Correa, Rodriquez MA 3825 High St Fort Smith, AR 72904	3825 High St	499	$ 299.40
7		15224-0007-00023-00	TCE	Gentry, Cheryl Ann 11817 Old 88 Rd Rudy, AR 72952	3901 High St	2,153	$ 1,291.80
8		15224-0006-00023-00	TCE	Wells, Ronald W & Ronald D 3905 High St Fort Smith, AR 72904	3905 High St	2,143	$ 1,291.80
9		15224-0005-00023-00	TCE	Perew, Bernice & Claude Alfred 4001 High St Fort Smith, AR 72904	4001 High St	2,147	$ 1,288.20
10		15224-0004-00023-00 15224-0004-00023-02	TCE	Tran, Richard 4005 High St Fort Smith, AR 72904	4005 High St	2,489	$ 1,493.40
11		15224-0003-00023-01	TCE	Summerhill, Donna Sue P.O. Box 6213 Van Buren, AR 72956	4021 High St	904	$ 542.40
12		15224-0003-00023-00	TCE	Rodgers, Bonnie Annadale Living Trust 1609 South Y St Fort Smith, AR 72901	4023 High St	901	$ 540.60
13		15224-0002-00023-00	TCE	Hernandez, Gloria 2606 N Albert Pike Fort Smith, AR 72904	4101 High St	1,097	$ 658.20
14		15224-0002-00023-01	TCE	Le, Francis Vien & Tran, Mary Tri 4103 High St Fort Smith, AR 72904	4103 High St	3,573	$ 2,143.80
15		15224-0001-00023-03	TCE	Pindeda Properties, LLC 2709 Granite Dr Van Buren, AR 72956	3309 N Albert Pike Ave	200	$ 120.00
16		15224-0001-00023-02	TCE	Vargas, Ninfa Perez 3319 N Albert Pike Fort Smith, AR 72904	3319 N Albert Pike	250	$ 150.00
17		15224-0001-00023-01	TCE	Vannavong, Onechanh & Mone 3321 N Albert Pike Fort Smith, AR 72904	3321 Albert Pike	250	$ 150.00
18		15224-0001-00023-04	TCE	Rachel, Mary Louis 3323 N Albert Pike Fort Smith, AR 72904	3323 N Albert Pike	250	$ 150.00
19		15224-0014-00023-00	TCE	Linares, Marleni S 3405 N Albert Pike Fort Smith, AR 72904	3405 N Albert Pike	425	$ 255.00
20		15224-0013-00023-01	TCE	Young, Lloyd G & Philip R 4108 N St Fort Smith, AR 72904	4108 N ST	1,275	$ 765.00
22		18883-0000-02420-00 18883-0000-02418-00	TCE	OK FOODS, INC 4601 N 6th St Fort Smith, AR 72901	4601 N 6th St	18,649	$ 11,189.40

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 4
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Vilayhack & Souma Douangmala, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The Northwest 15.00' of the Southeast 20.00' of Lot 3, Gross Addition (filed for record June 30, 1960 City of Fort Smith, Sebastian County, Arkansas, containing 1,050 square feet or 0.02 acre more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

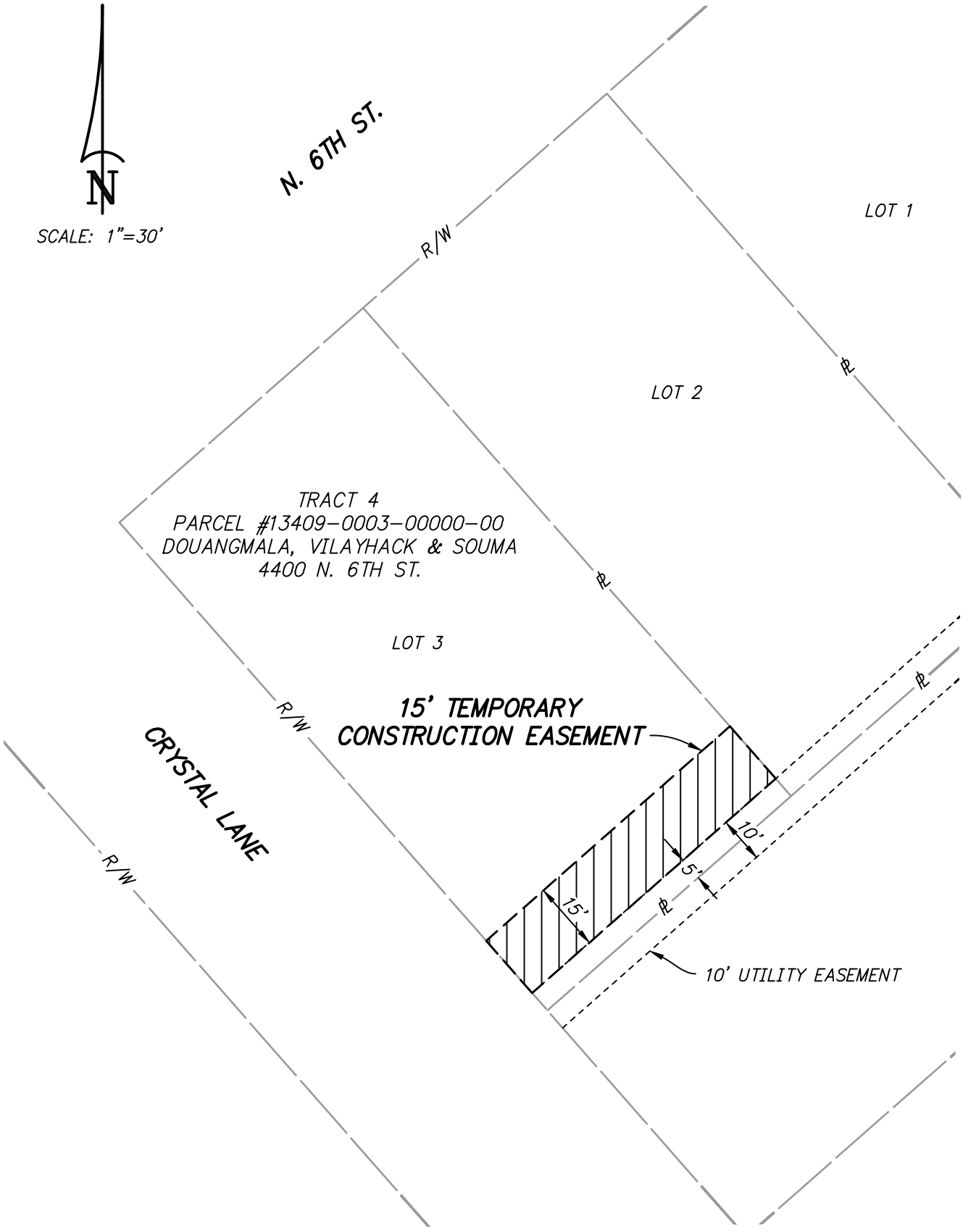
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 4 - VILAYHACK & SOUMA DOUANGMALA.DWG, 9/3/2025 2:13 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 4 - VILAYHACK & SOUMA DOUANGMALA
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 5
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Ester Martinez, GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The Northwest 15.00' of the Southeast 20.00' of Lot 2, Gross Addition (filed for record June 30, 1960) City of Fort Smith, Sebastian County, Arkansas, containing 1,050 square feet or 0.02 acre more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

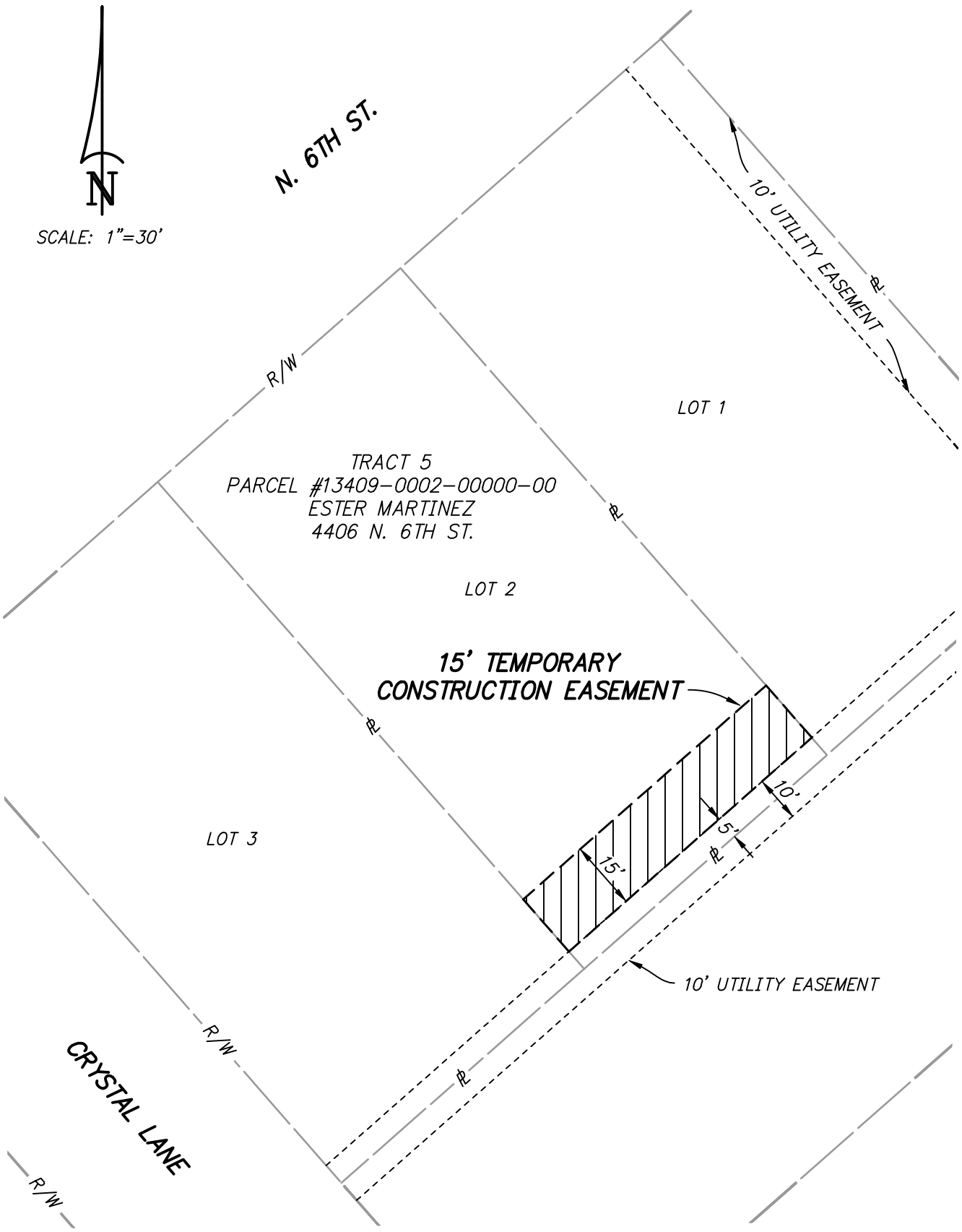
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 5 - ESTER MARTINEZ.DWG, 9/3/2025 2:16 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 5 – ESTER MARTINEZ
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 6
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That David A. & Felicitas Correa, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

A 15.00' wide easement being a part of Lot 8, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:

Commencing at the Southeast corner of said Lot 8; thence along the East line of said Lot N02º47'05"E 153.21' to the centerline of an existing 6" sewer line and the Point of Beginning; thence S87º02'34"W 33.26' to the Point of Termination, containing 499 square feet or 0.01 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the North, South and West lines of the above described permanent easement, containing 458 square feet or 0.01 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

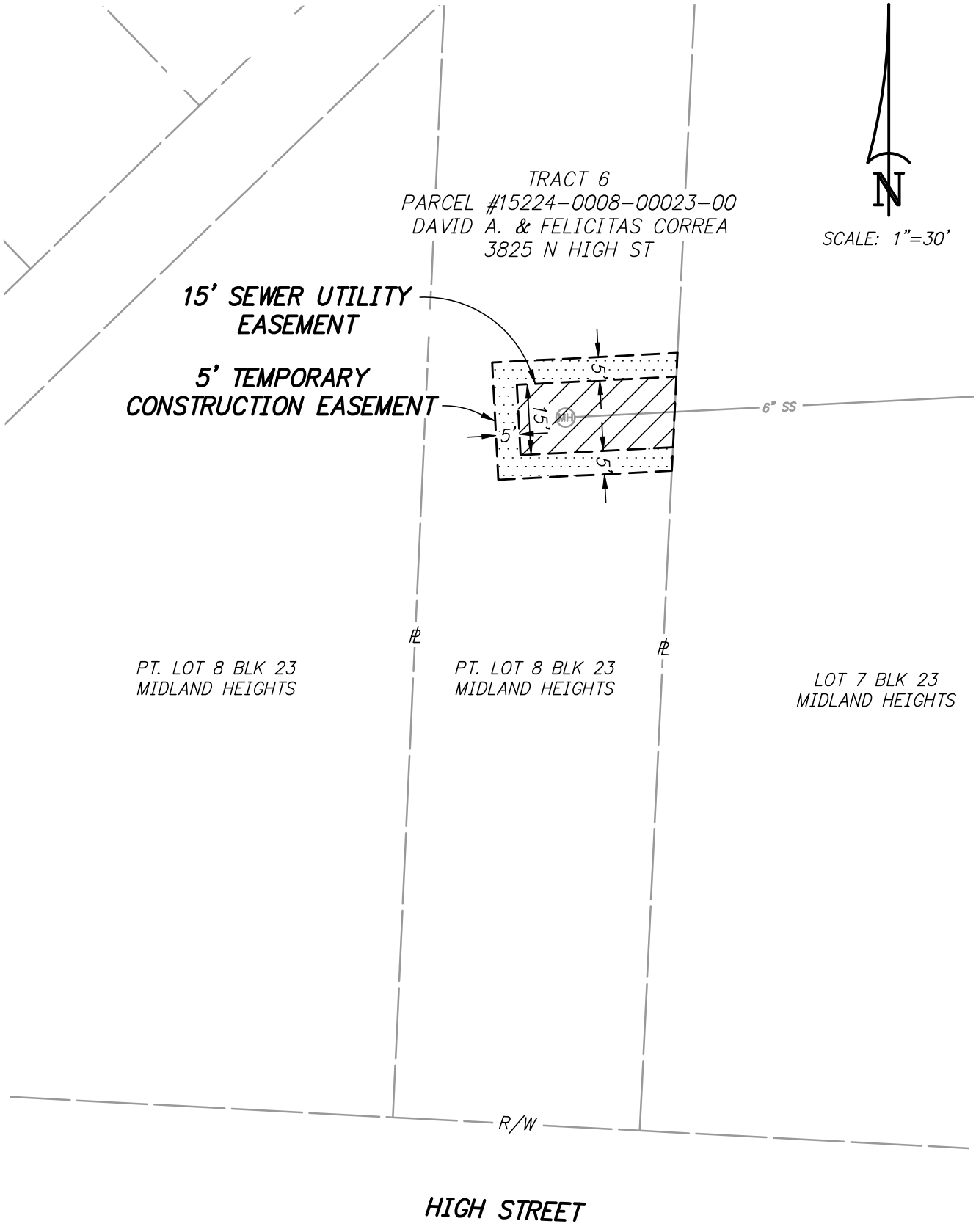
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 6 – DAVID A. & FELICITAS CORREA
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 6 - CORREA.DWG, 9/4/2025 10:21 AM, JOSH NICHOLS, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 7
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Cheryl Ann Gentry, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 15.00' wide easement over part of Lot 7, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Commencing at the Southwest corner of said Lot 7; thence along the West line of said Lot N02º47'05"E 153.21' to the centerline of an existing 6" sewer line and the Point of Beginning; thence along said centerline N87º02'34"E 143.52' to the East line of said Lot and the Point of Termination, containing 2,153 square feet or 0.05 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the North and South lines of the above described permanent easement, containing 1,435 square feet or 0.03 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

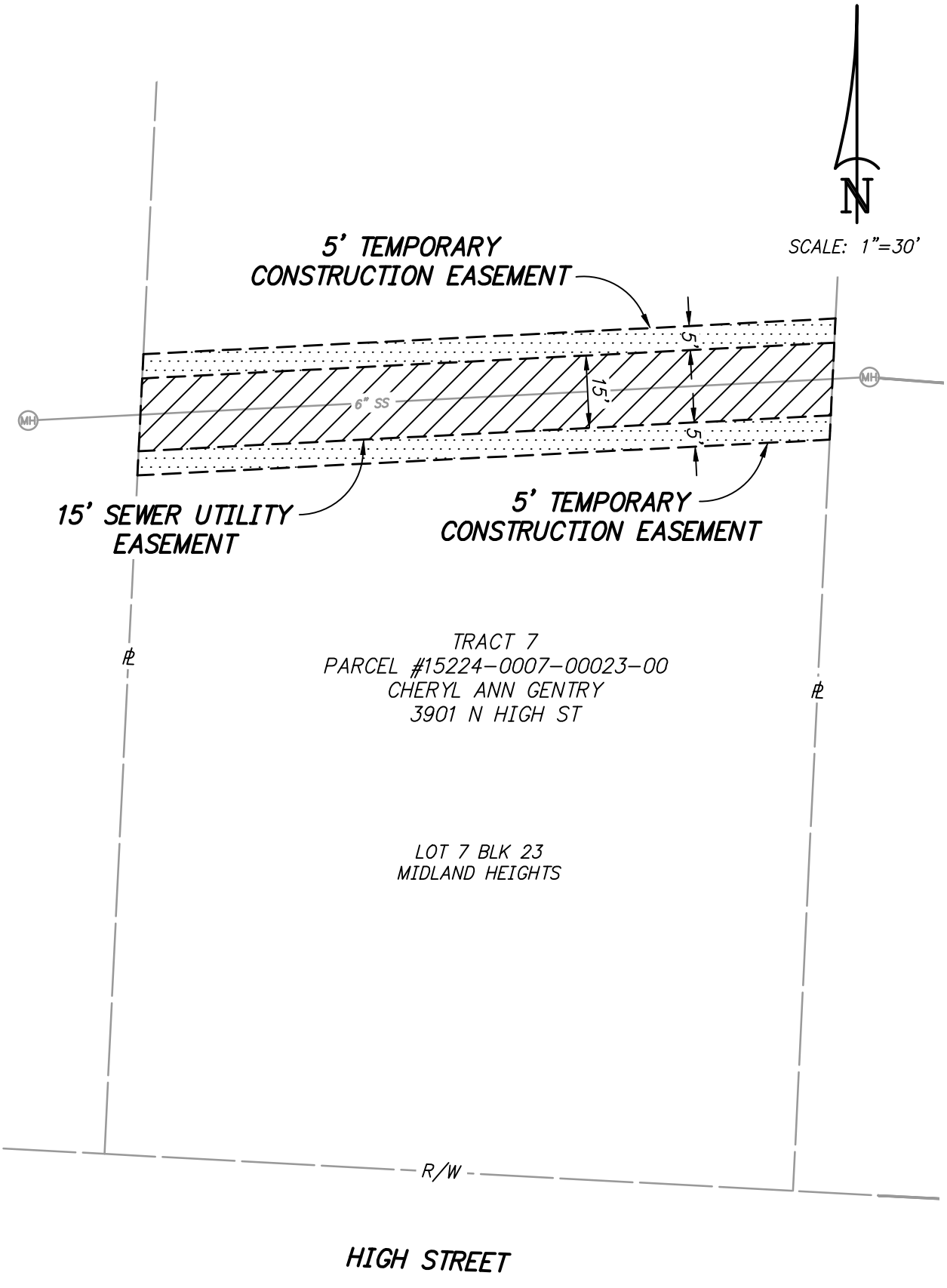
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 7 – CHERYL ANN GENTRY
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 7 - CHERYL ANN GENTRY.DWG, 9/3/2025 2:19 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 8
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Ronald W. & Ronald D. Wells, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 15.00' wide easement over part of Lot 6, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Commencing at the Southeast corner of said Lot 6; thence along the East line of said Lot N02º47'05"E 165.55' to the centerline of an existing 6" sewer line and the Point of Beginning; thence along said centerline N85º25'18"W 135.27'; thence continuing along said centerline S87º02'34"W 7.64' to the West line of said Lot and the Point of Termination, containing 2,143 square feet or 0.05 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the North and South lines of the above described permanent easement, containing 1,435 square feet or 0.03 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

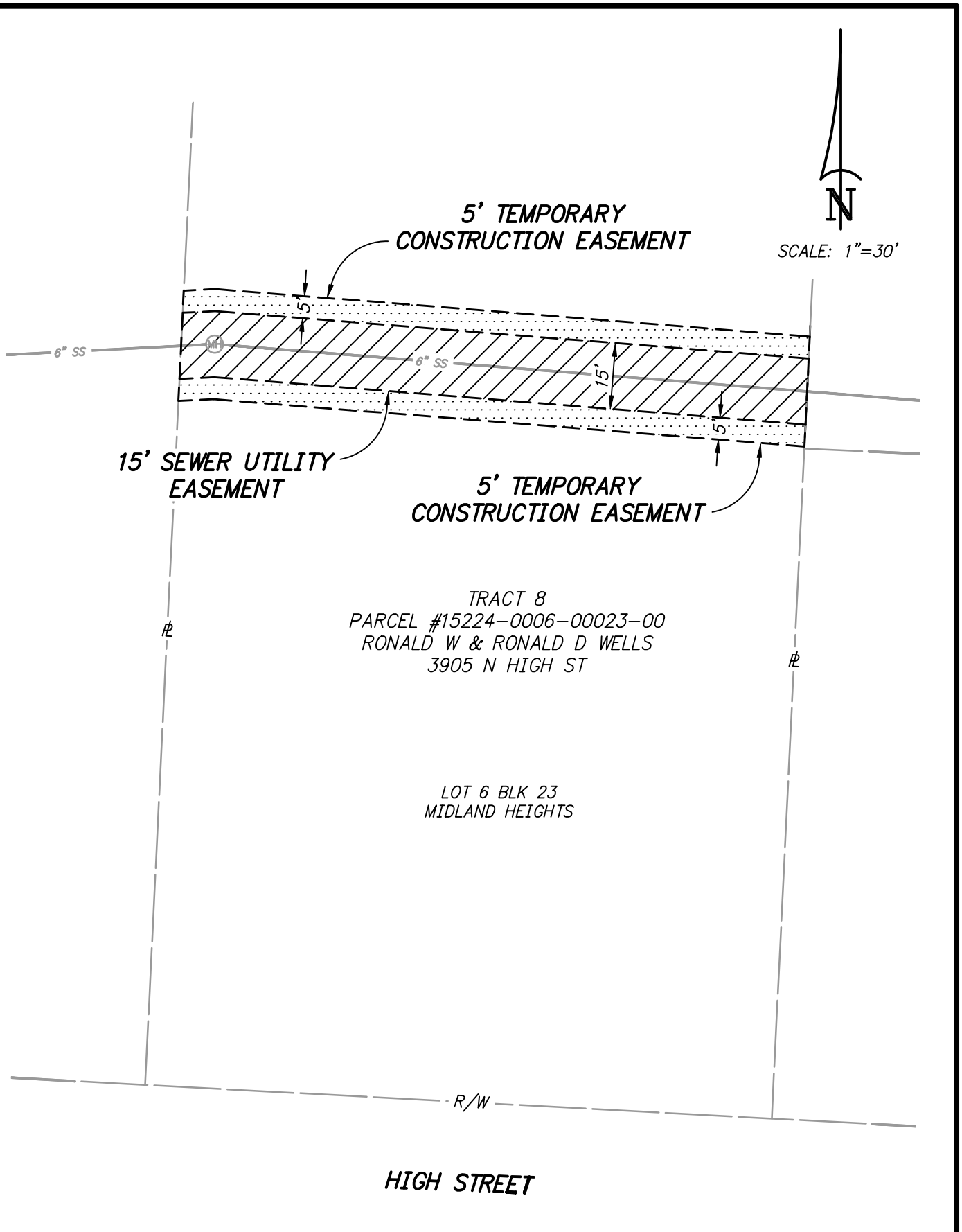
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 8 - RONALD W. & RONALD D. WELLS
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 8 - RONALD W. & RONALD D. WELLS.DWG, 9/3/2025 3:41 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 9
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Bernice & Claude Alfred Perew, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 15.00' wide easement over part of Lot 5, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Commencing at the Southwest corner of said Lot 5; thence along the West line of said Lot N02º47'05"E 165.55' to the centerline of an existing 6" sewer line and the Point of Beginning; thence along said centerline S85º25'18"E 143.12'to the East line of said Lot and the Point of Termination, containing 2,147 square feet or 0.05 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the North and South lines of the above described permanent easement, containing 1,431 square feet or 0.03 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

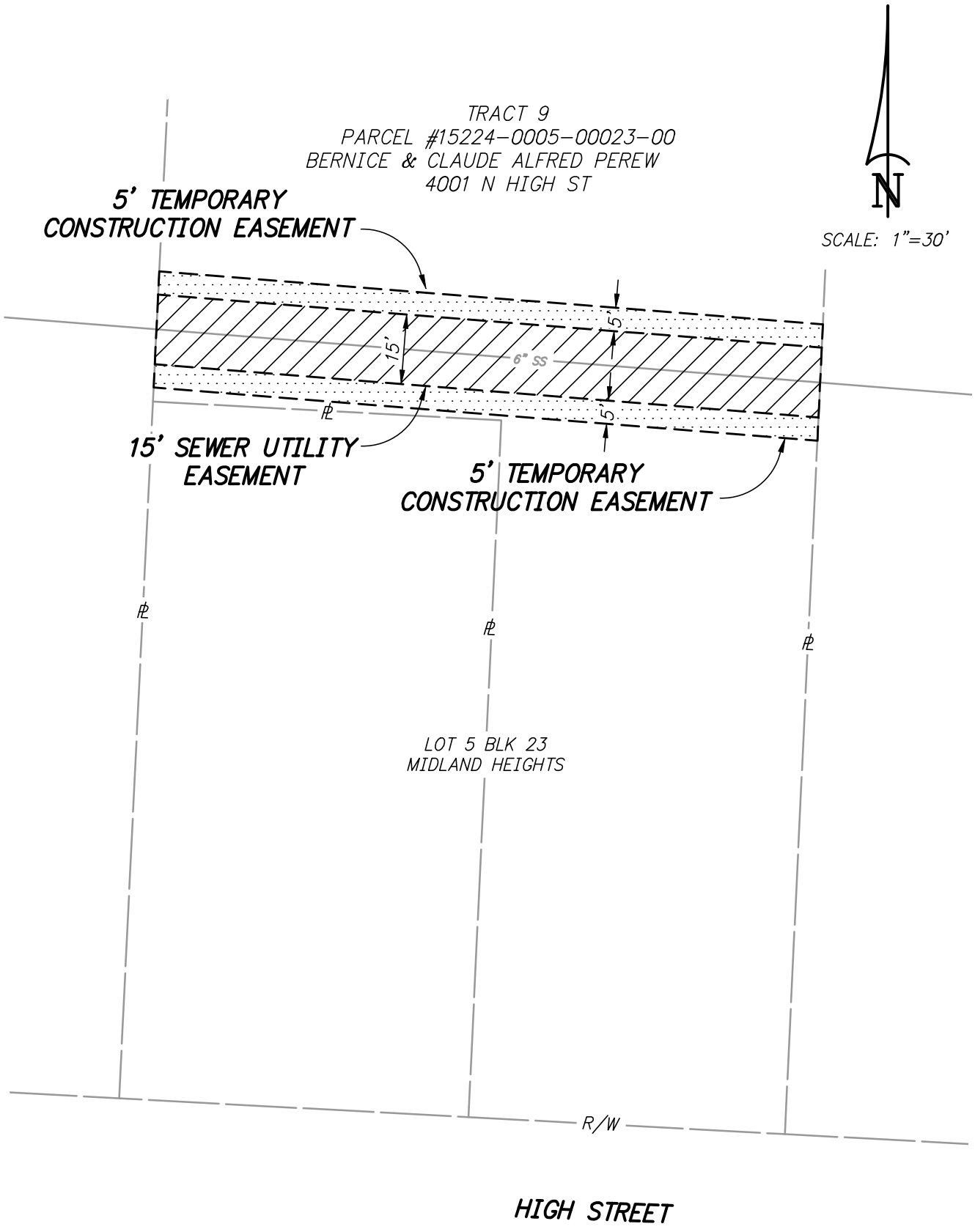
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 9 – BERNICE & CLAUDE ALFRED PEREW
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 9 - BERNICE & CLAUDE ALFRED PEREW.DWG, 9/4/2025 10:47 AM, JOSH NICHOLS, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 10
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Richard Tran, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 15.00' wide easement over part of Lots 3 & 4, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Commencing at the Southwest corner of said Lot 4; thence along the West line of said Lot N02º41'03"E 161.79' to the centerline of an existing 6" sewer line and the Point of Beginning; thence along said centerline S85º25'18"E 54.21'; thence continuing along said centerline S82º06'43"E 111.74' to the Point of Termination, containing 2,489 square feet or 0.06 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the North and South lines of the above described permanent easement, containing 1,660 square feet or 0.04 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

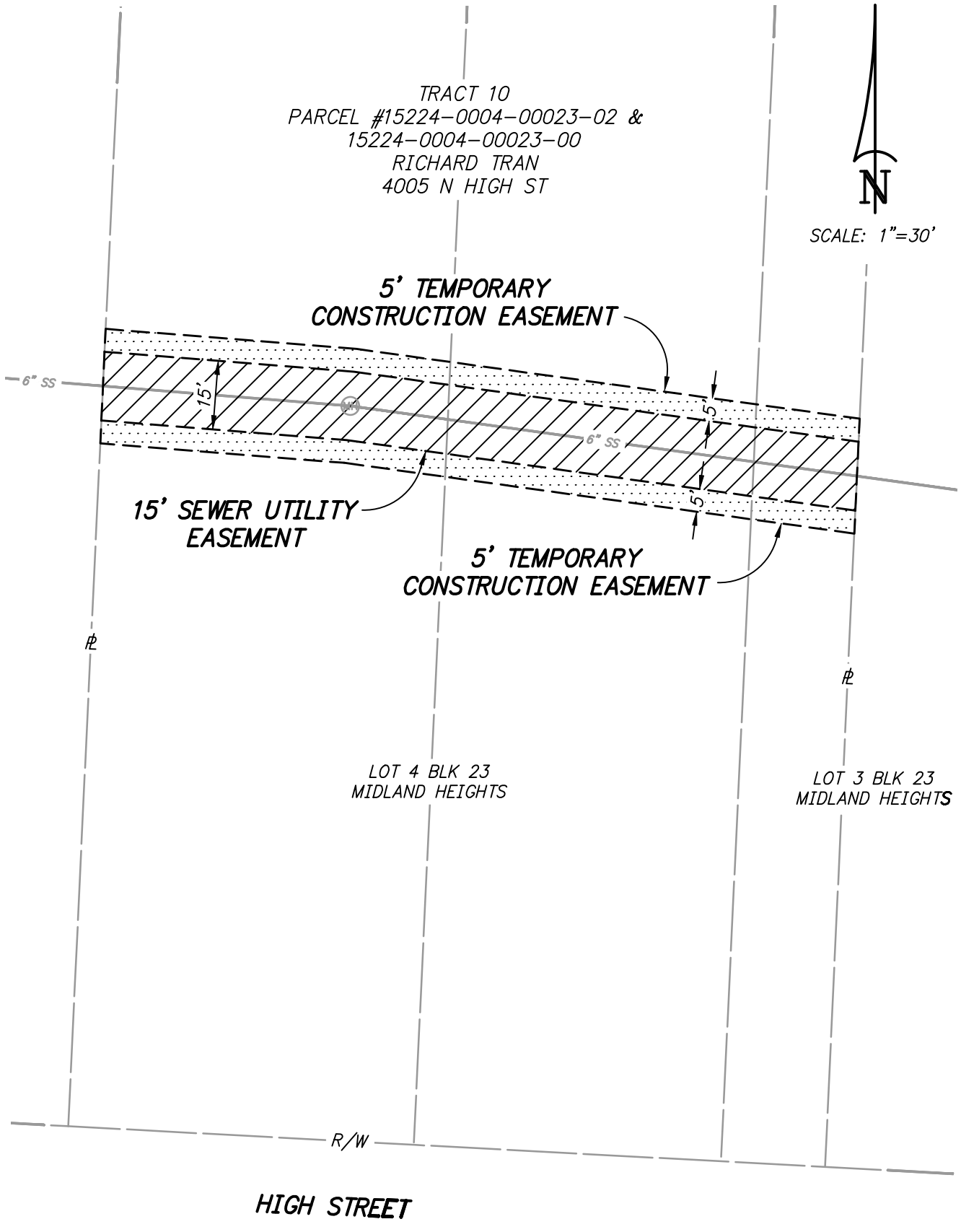
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 10 – RICHARD TRAN
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 10 - RICHARD TRAN.DWG, 9/3/2025 3:43 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 11
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Donna Sue Summerhill, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 15.00' wide easement over part of Lot 3, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Commencing at the Southwest corner of said Lot 3; thence along the West line of said Lot N02º41'03"E 152.91' to the centerline of an existing 6" sewer line; thence along said centerline S82º06'43"E 22.75 to the Point of Beginning; thence continuing along said centerline S82º06'43"E 60.25' to the Point of Termination, containing 904 square feet or 0.02 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the North and South lines of the above described permanent easement, containing 602 square feet or 0.01 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

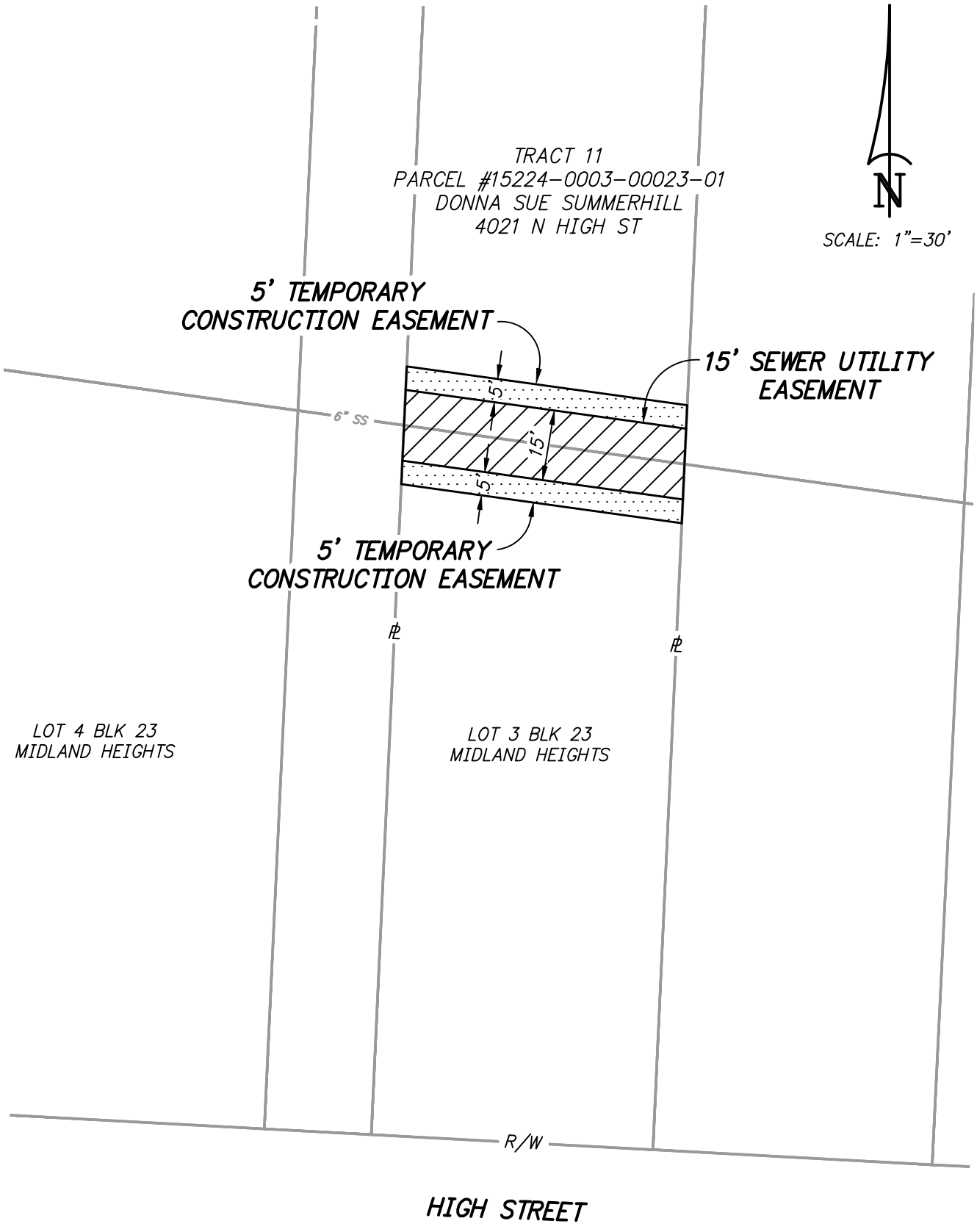
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 11 – DONNA SUE SUMMERHILL
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 11- DONNA SUE SUMMERHILL.DWG, 9/3/2025 3:46 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 12
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Bonnie Annadale Rodgers Living Trust, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 15.00' wide easement over part of Lot 3, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Commencing at the Southeast corner of said Lot 3; thence along the East line of said Lot N02º47'05"E 140.90' to the centerline of an existing 6" sewer line and the Point of Beginning; thence along said centerline N82º06'43"W 60.10' to the Point of Termination, containing 901 square feet or 0.02 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the North and South lines of the above described permanent easement, containing 601 square feet or 0.01 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

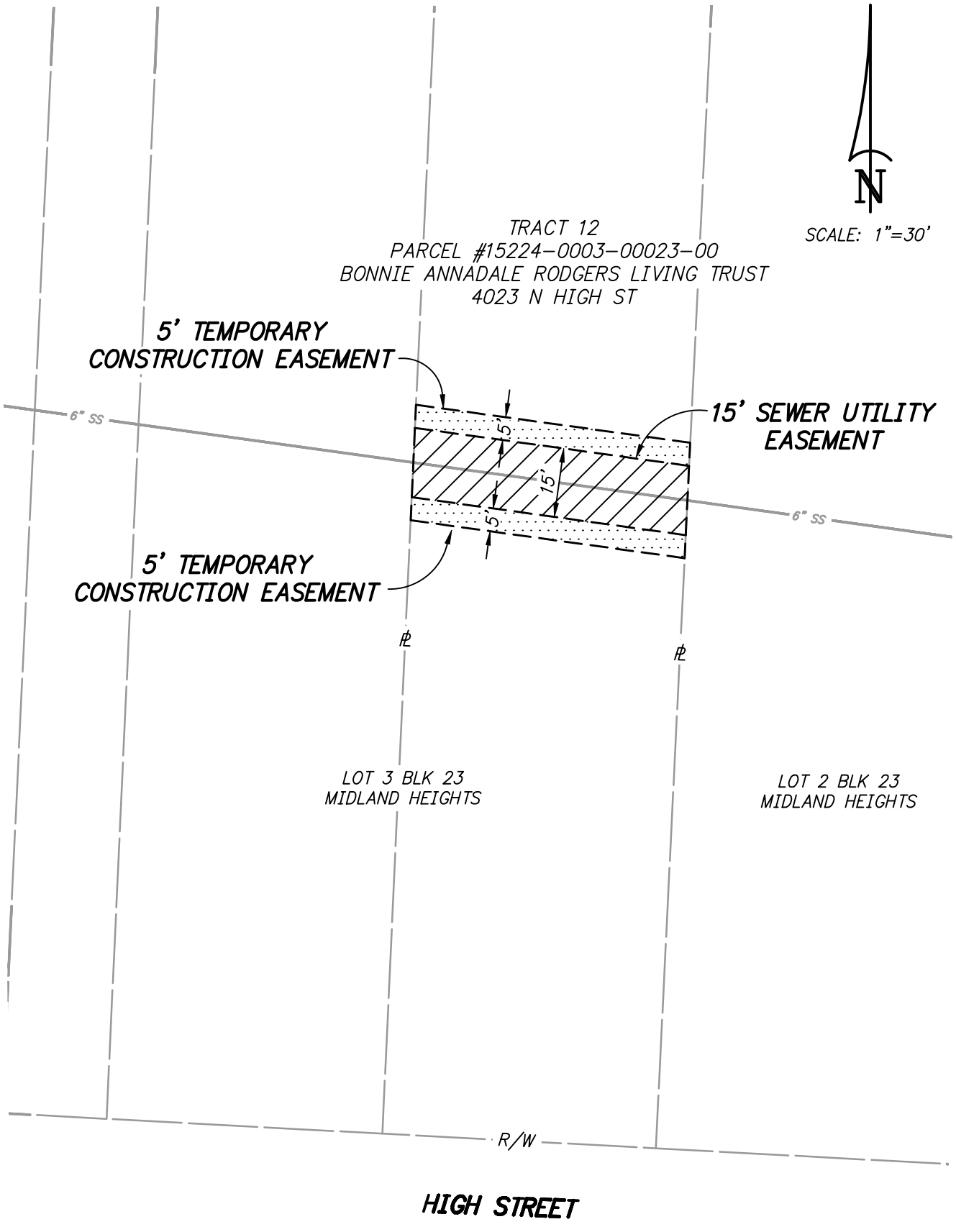
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 12 – BONNIE ANNADALE RODGERS LIVING TRUST
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 12- BONNIE ANNADALE RODGERS LIVING TRUST.DWG, 9/3/2025 3:47 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 13
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Gloria Hernandez, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 15.00' wide easement over part of Lot 2, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Commencing at the Southwest corner of said Lot 2; thence along the West line of said Lot N02º47'05"E 140.90' to the centerline of an existing 6" sewer line and the Point of Beginning; thence along said centerline S82º06'43"E 73.15' to the Point of Termination, containing 1,097 square feet or 0.03 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the North and South lines of the above described permanent easement, containing 731 square feet or 0.02 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

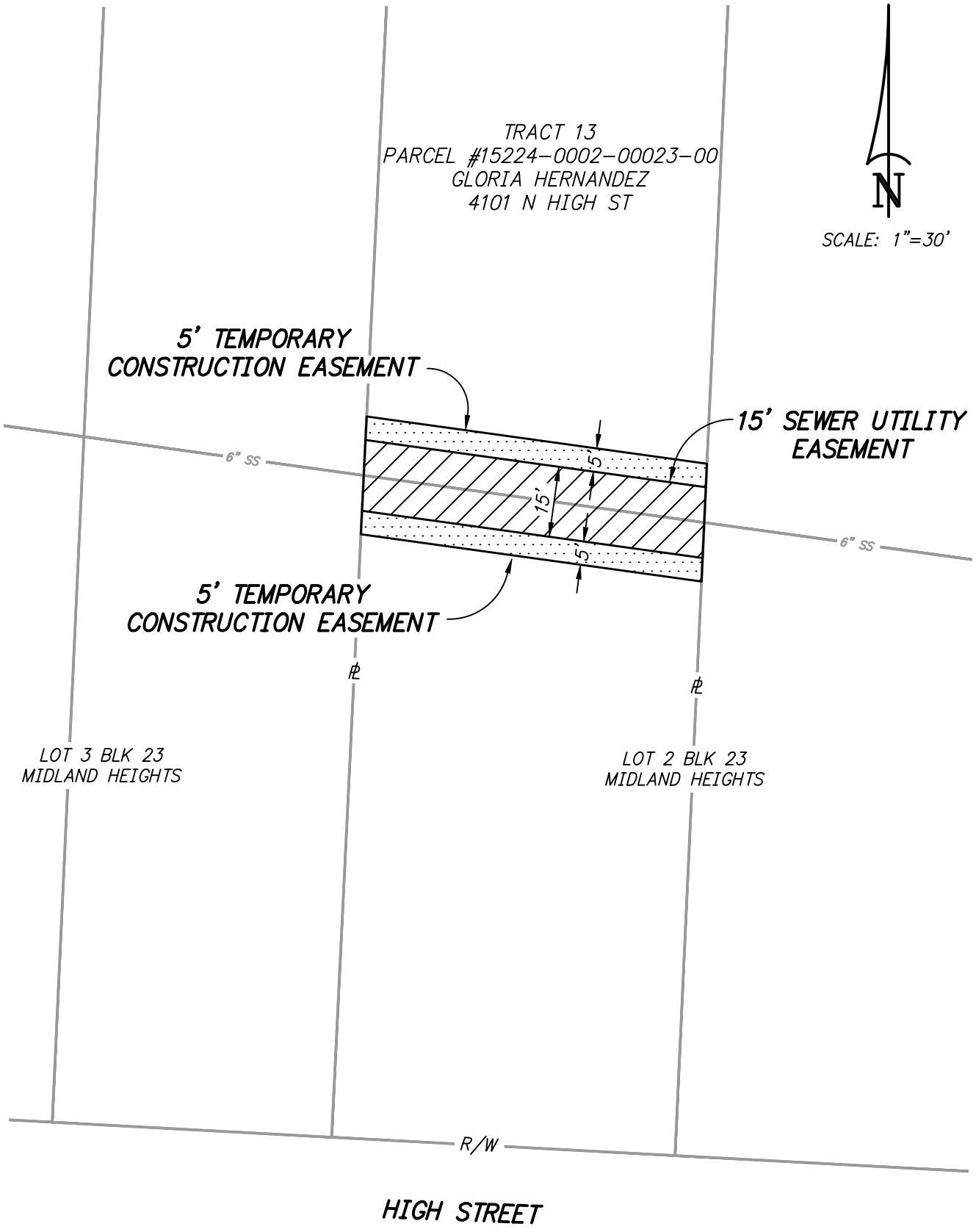
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 13 – GLORIA HERNANDEZ
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 13- GLORIA HERNANDEZ.DWG, 9/3/2025 3:48 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 14
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Francis Vien Le & Mary Tran, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 15.00' wide easement over part of Lot 2, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Beginning at the Northeast corner of said Lot 2; thence along the East line of said Lot S02º47'05"W 183.67'; thence N82º06'43"W 70.19'; thence N02º38'45"E 15.06'; thence S82º06'43"E 55.18'; thence N02º47'05"E 167.34' to the North line of said Lot; thence along said North line S86º55'30"E 15.00' to the Point of Beginning, containing 3,573 square feet or 0.08 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the North, South and West lines of the above described permanent easement, containing 1,437 square feet or 0.03 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

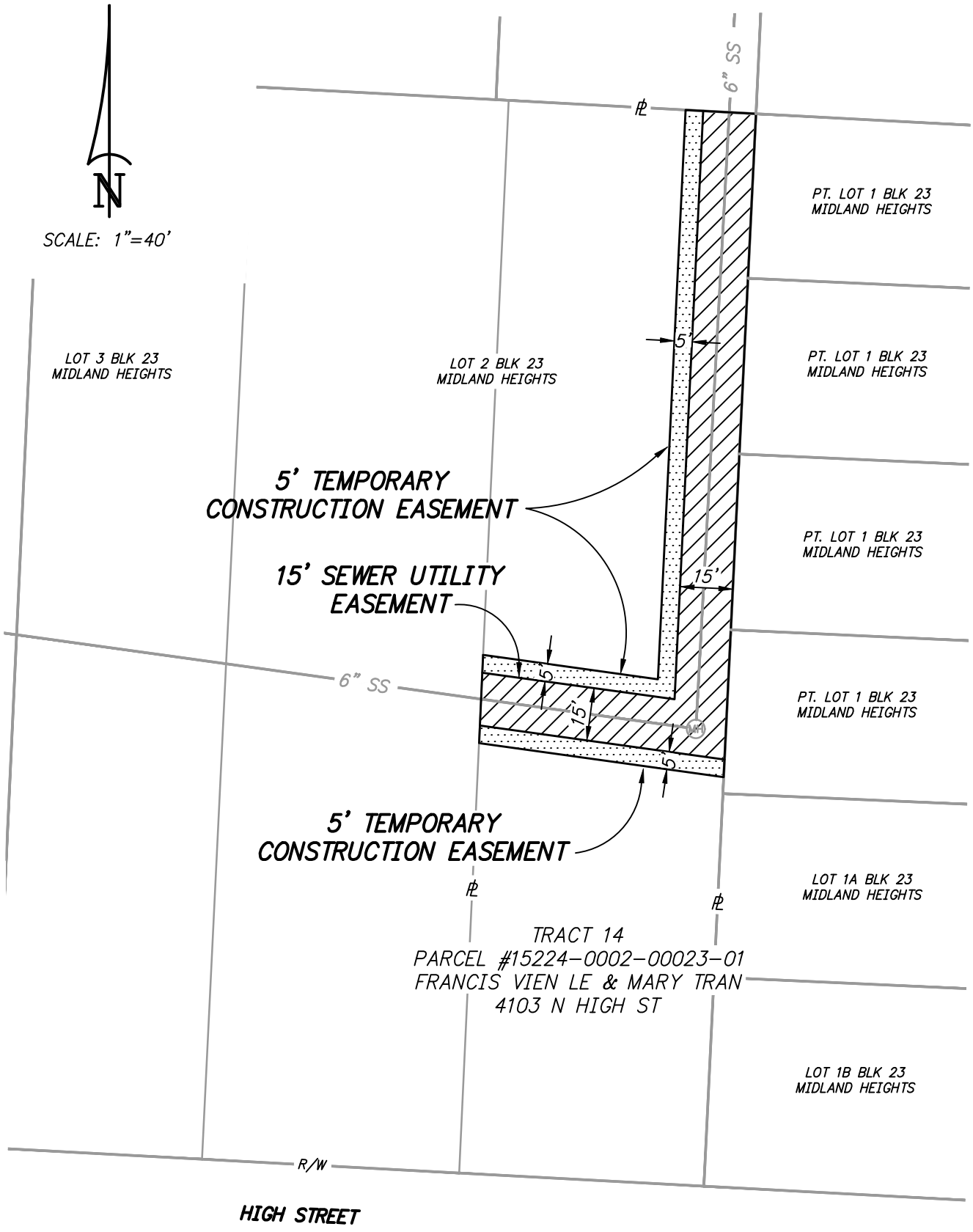
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 14- FRANCIS VIEN LE & MARY TRAN.DWG, 9/3/2025 3:48 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 14 – FRANCIS VIEN LE & MARY TRAN
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 40'	JOB NO. 19-19-ED2

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 15
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Pineda Properties, LLC GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

The West 5.00' of the South 40.00' of the North 190.00' of Lot 1, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, containing 200 square feet or 0.004 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

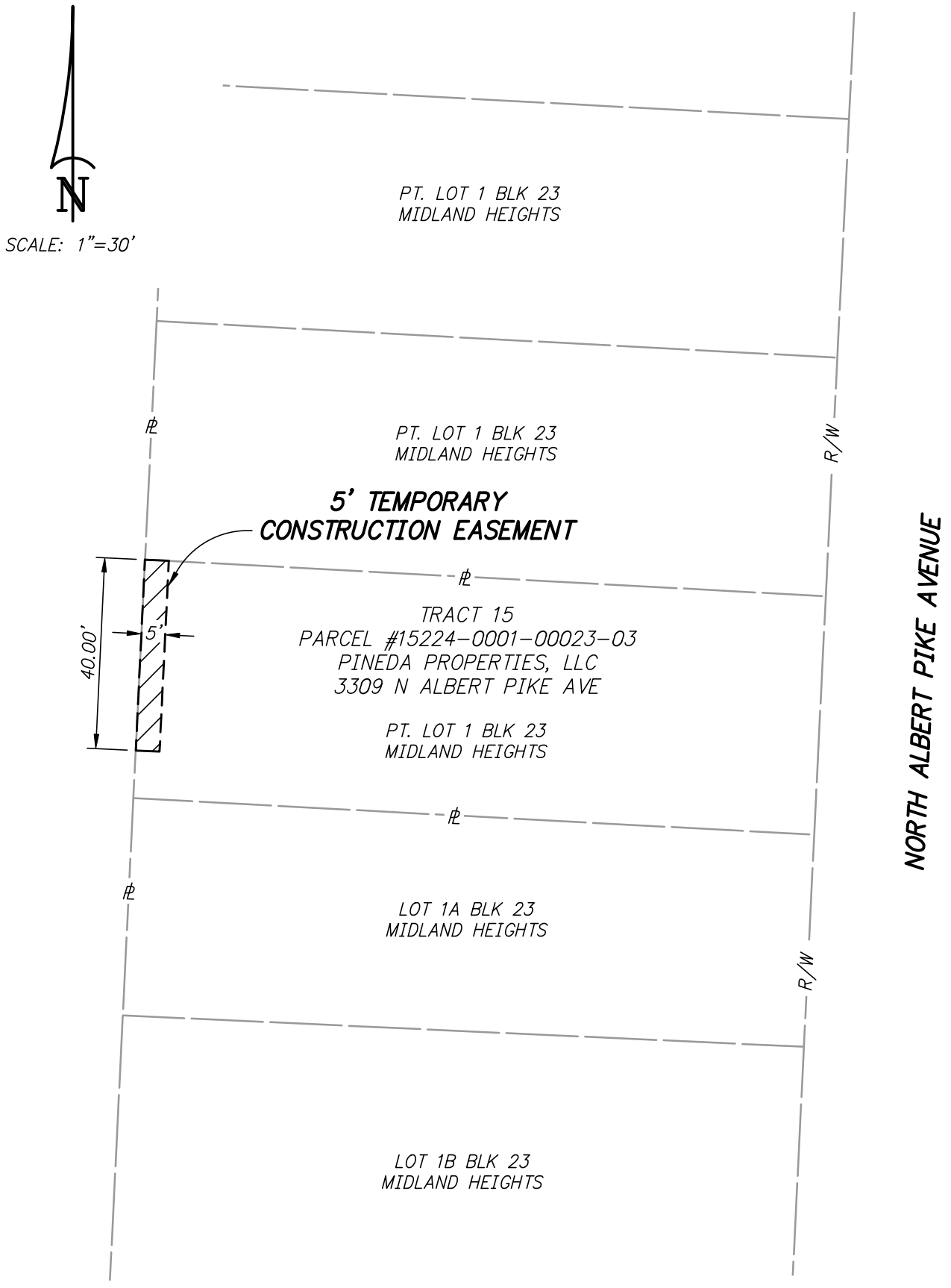
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 15 – PINEDA PROPERTIES, LLC
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 15 - PINEDA PROPERTIES LLC.DWG, 9/4/2025 12:02 PM, JOSH NICHOLS, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 16
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Ninfa Perez Vargas GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The West 5.00' of the South 50.00' of the North 150.00' of Lot 1, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, containing 250 square feet or 0.006 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

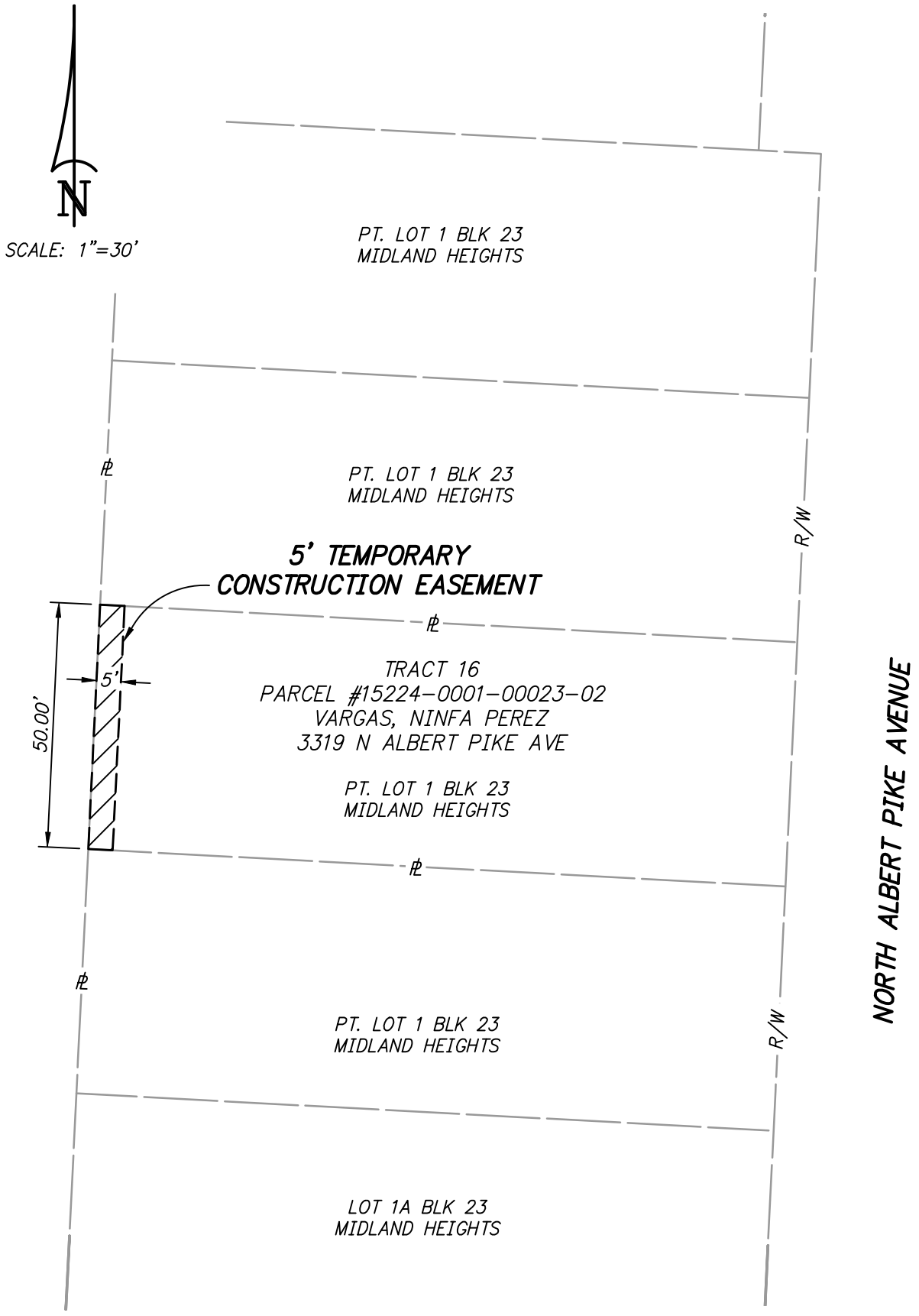
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 16 – NINFA PEREZ VARGAS

FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 16- NINFA PEREZ VARGAS.DWG, 9/3/2025 3:57 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 17
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Onechanh & Mone Vannavong GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The West 5.00' of the South 50.00' of the North 100.00' of Lot 1, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, containing 250 square feet or 0.006 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

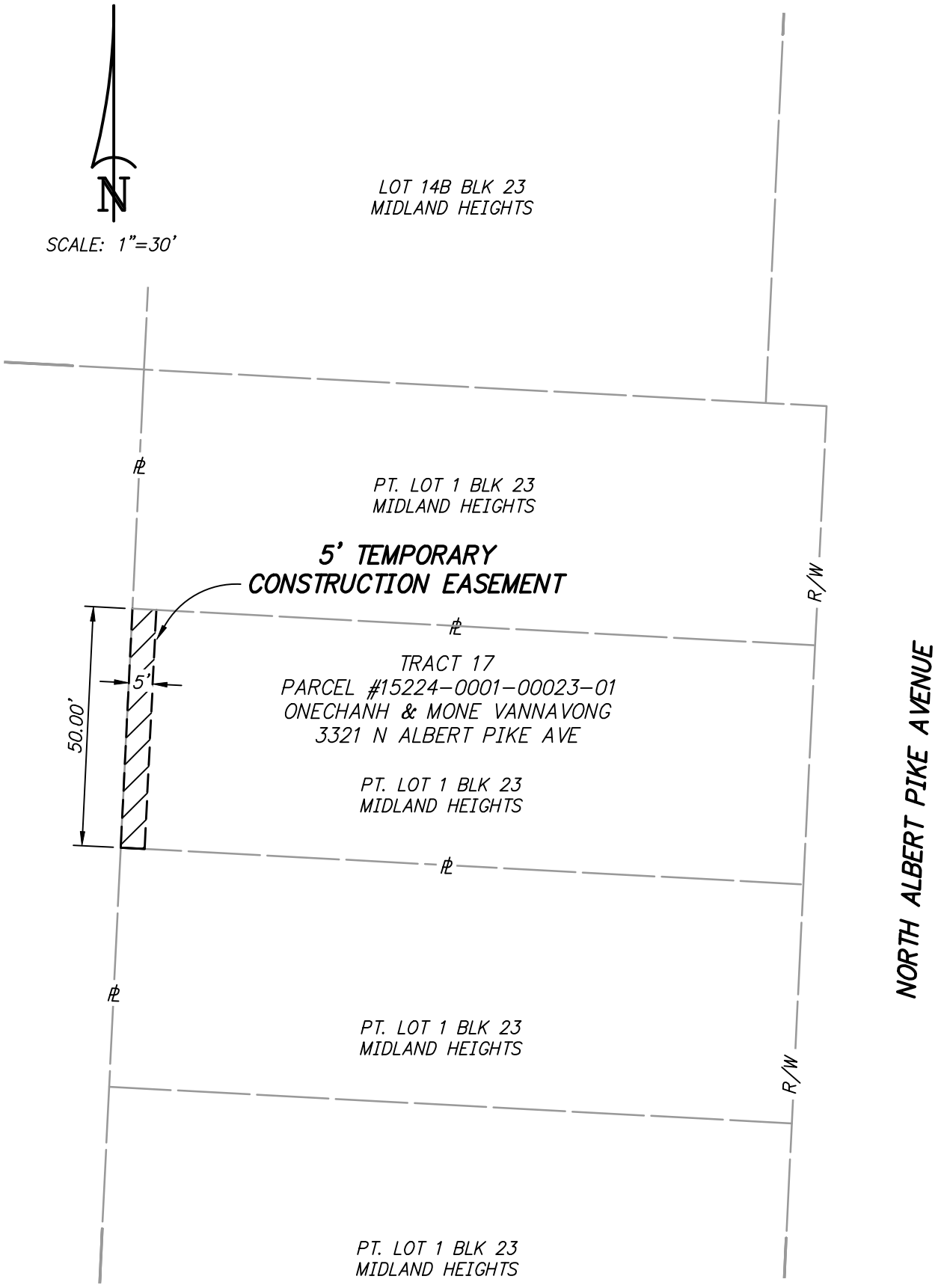
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 17 – ONECHANH & MONE VANNAVONG
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 17- ONECHANH & MONE VANNAVONG.DWG, 9/3/2025 3:58 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 18
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Mary Louis Rachel GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The West 5.00' of the North 50.00' of Lot 1, Block 23, Midland Heights Addition (filed for record July 9, 1902) City of Fort Smith, Sebastian County, Arkansas, containing 250 square feet or 0.006 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

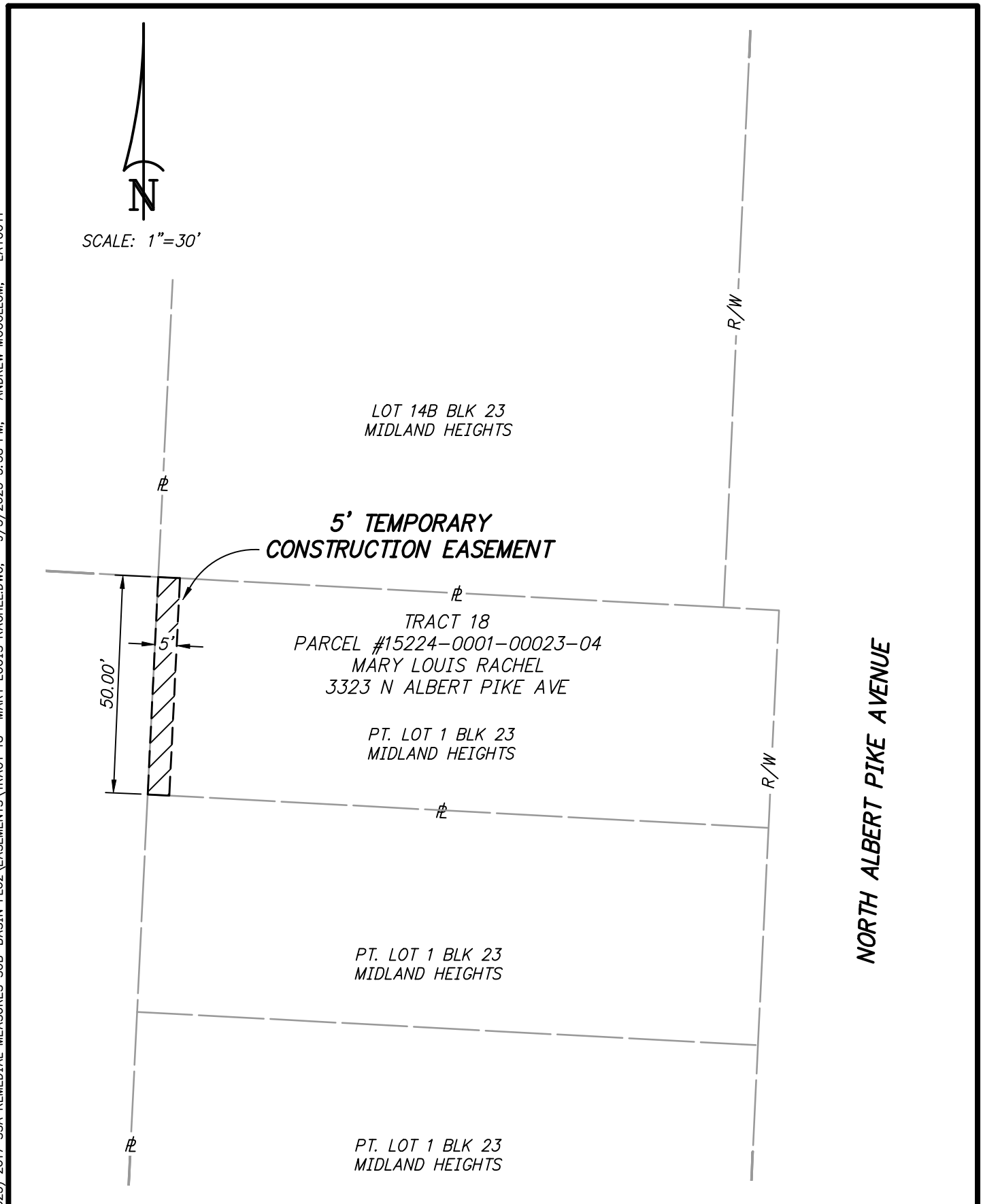
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 18 - MARY LOUIS RACHEL
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 18- MARY LOUIS RACHEL.DWG, 9/3/2025 3:58 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 19
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Marleni S. Linares GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> The West 5.00' of the South 85.00' of Lot 14B, Block 23, Midland Heights Addition Replat(filed for record March 8, 1995) City of Fort Smith, Sebastian County, Arkansas, containing 425 square feet or 0.01 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

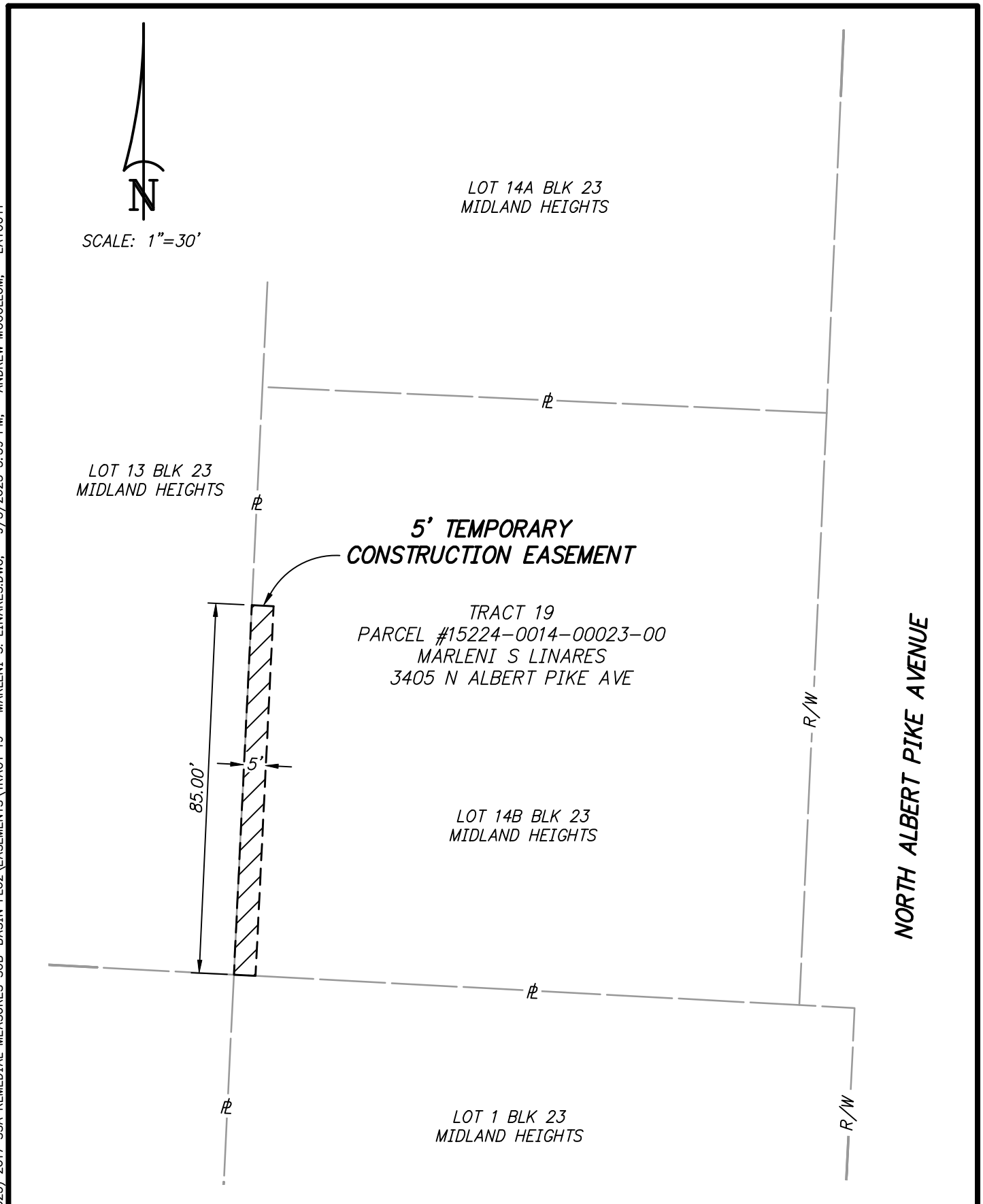
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named _____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 19 – MARLENI S. LINARES
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 19 - MARLENI S. LINARES.DWG, 9/3/2025 3:59 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 20
Date: September 4, 2025

SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Lloyd G. & Philip R. Young, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES 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 and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> The East 15.00' of the South 85.00' of Lot 13, Block 23, Midland Heights Addition (filed for record July 9, 1902), City of Fort Smith, Sebastian County, Arkansas, containing 1,275 square feet or 0.03 acres more or less.

For the purpose of construction, it is agreed that the GRANTEE, its contractors, servants, agents, and assigns shall have the temporary right, until completion and acceptance by the GRANTEE of the work, to enter upon and use as described below. Together with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstruction thereon interfering with the construction of the project. It is agreed that the GRANTEE will, after completion of construction, restore the land within the temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner. The temporary easement, as conditioned above shall terminate when the construction projects been completed and accepted by the GRANTEE.

A 5.00’ wide temporary easement lying parallel and adjacent to the West line of the above described permanent easement, containing 425 square feet or 0.01 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent/ temporary easement (whichever the case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

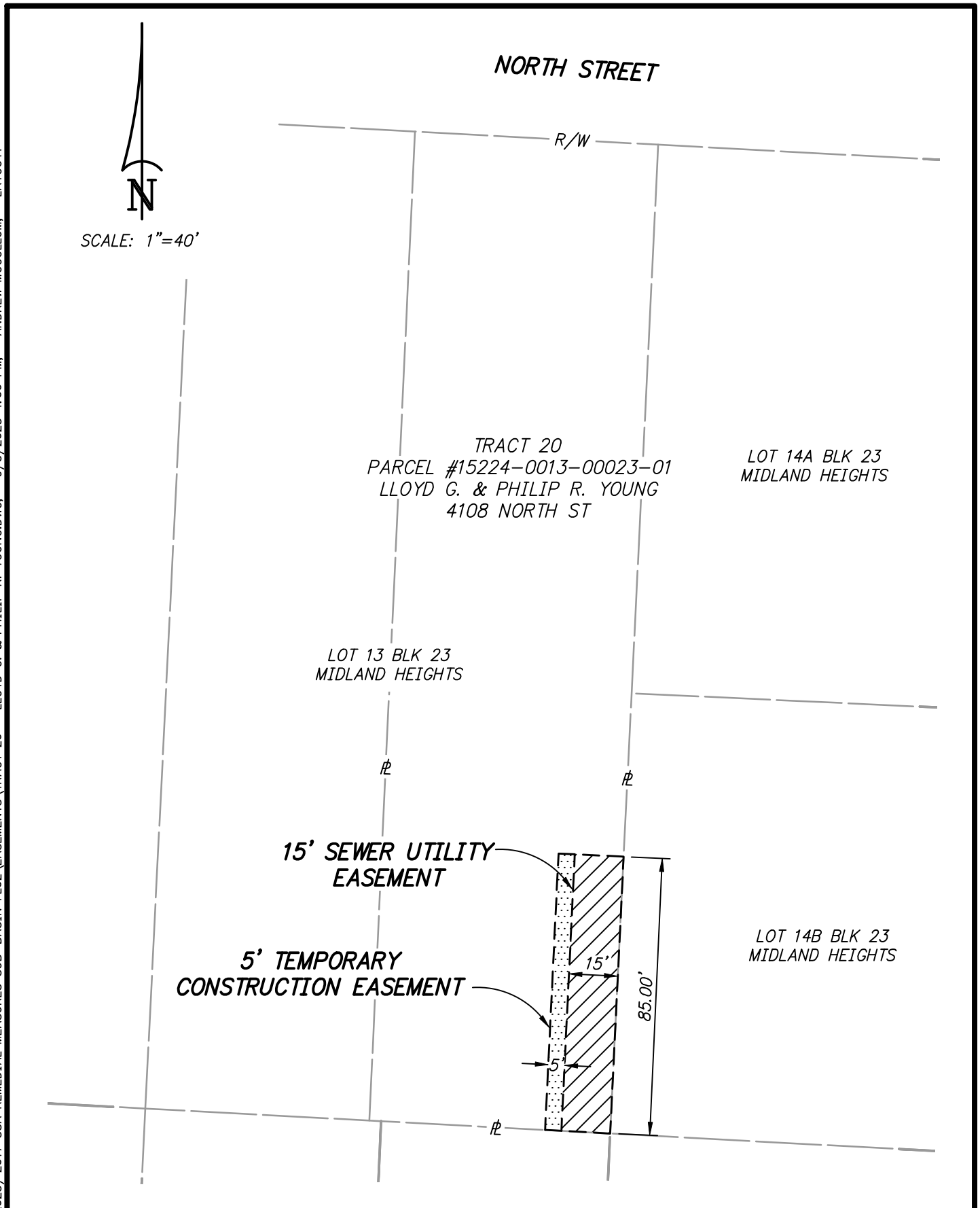
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named_____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 20 – LLOYD G. & PHILIP R. YOUNG
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 40'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 20 - LLOYD G. & PHILIP R. YOUNG.DWG, 9/3/2025 4:00 PM, ANDREW MCCOLLUM, LAYOUT1

2017 SSA Remedial Measures Sub-Basin FL02
Project #: 19-19-ED2
Tract #: 22
Date: September 4, 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That OK Foods, Inc., GRANTOR(S), for and in consideration of the sum of $1.00 and other good and valuable consideration paid by the CITY OF FORT SMITH, ARKANSAS, a municipal corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to said GRANTEE, its contractors and assigns, a temporary easement for the construction of street, public and/or franchised utilities and/or storm drainage improvements with the right to excavate, fill, grade and level the surface area and to remove trees, bushes, undergrowth or other obstructions interfering with the construction of said project, within the following described lands lying in the City of Fort Smith, Sebastian County, Arkansas, to wit:

> A 25.00' wide easement being a part of the Northwest Quarter of the Southwest Quarter of Section 35, Township 9 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Commencing at the Northwest Corner of said Northwest Quarter of the Southwest Quarter; thence along the North line of said Quarter-Quarter S86º56'45"E 122.79' to the intersection of the Southeast right of way of North 6th Street; thence along said Southeast right of way S48º00'28"W 76.60' to the intersection of the East right of way of the Kansas City Southern Railroad; thence along said East right of way S03º08'47"W 642.67' to the centerline of an existing 12" sewer line; thence along said centerline N45º53'07"E 745.96' to an existing sewer manhole and the Point of Termination, containing 18,649 square feet or 0.43 acres more or less.

See Exhibit A attached hereto and hereby made a part of this instrument, with right of ingress and egress to and from the same.

It is agreed that the GRANTEE will, after completion of construction, restore the land in this temporary easement to a mutually acceptable condition, subject to both parties acting in a reasonable manner.

This temporary easement as conditioned above shall terminate when the construction project has been completed and accepted by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(S) herein have hereunto caused these presents to be executed on this _____ day of _____, 2025.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

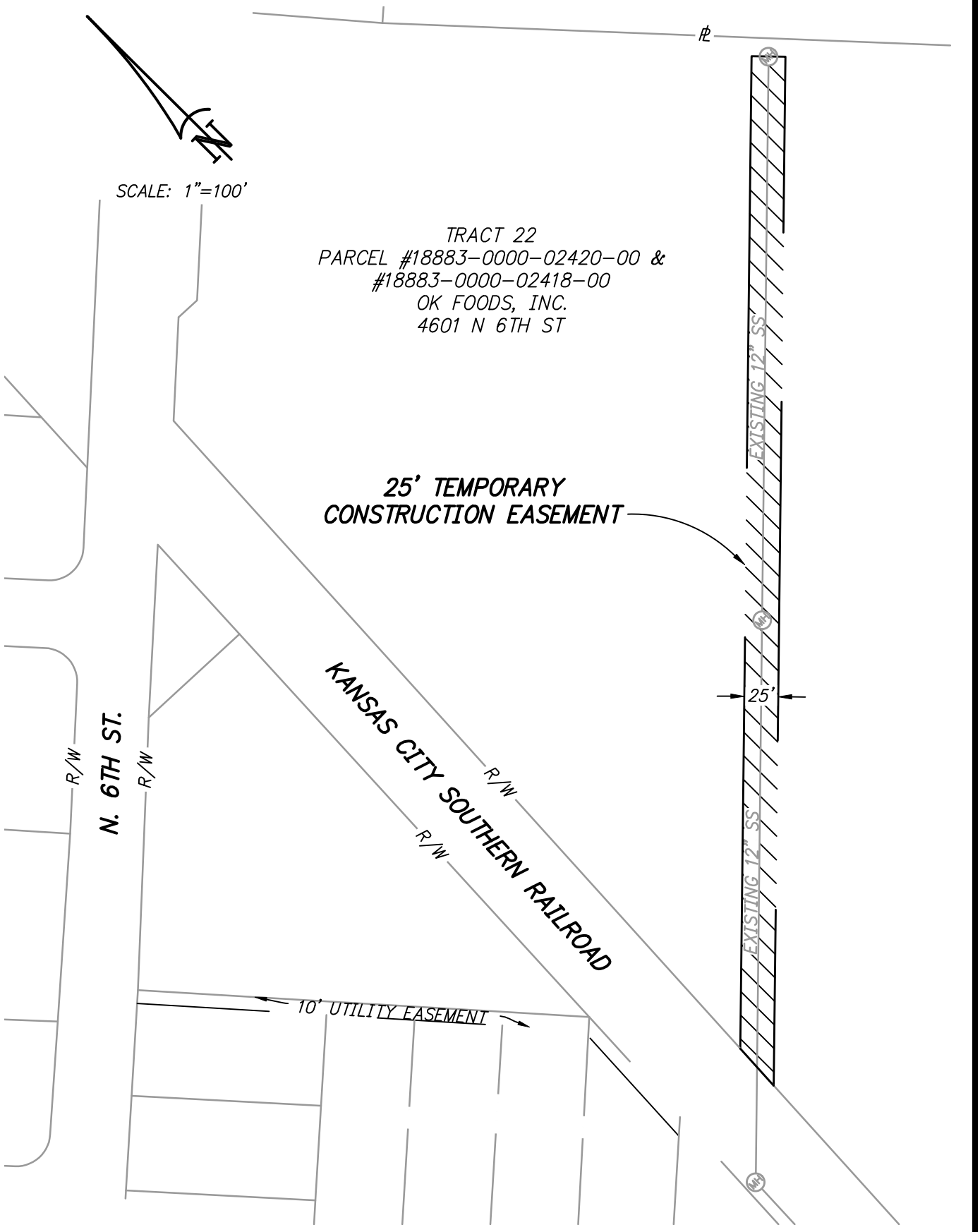
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named _____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
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www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 22 - OK FOODS, INC.
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 100'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 22 - OK FOODS, INC.DWG, 9/3/2025 4:01 PM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Douangmala, Vilayhack & Souma - Tract 4

Property Address: 4400 N 6th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 1,050 sqft 3.00 per sqft
20% value equals $ 630.00

**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: **$ 630.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Martinez, Ester - Tract 5

Property Address: 4406 N 6th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 1,050 sqft 3.00 per sqft
20% value equals $ 630.00

**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: **$ 630.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s):	Correa, David A & Felicitas & Correa, Rodriquez MA - Tract 6
Property Address:	3825 High St Fort Smith, AR
Type of Acquisition:	Temporary Construction Easement
*Method of Property Valuation:	Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 499 sqft 3.00 per sqft

20% value equals $ 299.40

**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: **$ 299.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Gentry, Cheryl Ann - Tract 7

Property Address: 3901 High St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 2,153 sqft 3.00 per sqft
20% value equals $ 1,291.80

**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: **$ 1,291.80 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Wells, Ronald W & Ronald D - Tract 8

Property Address: 3905 High St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 2,143 sqft 3.00 per sqft
20% value equals $ 1,285.80

**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: **$ 1,285.80 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Perew, Bernice & Claude Alfred - Tract 9

Property Address: 4001 High St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 2,147 sqft 3.00 per sqft
20% value equals $ 1,288.20

**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: **$ 1,288.20 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Tran, Richard - Tract 10

Property Address: 4005 High St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 2,489 sqft 3.00 per sqft
20% value equals $ 1,493.40

**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: **$ 1,493.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Summerhill, Donna Sue - Tract 11

Property Address: 4021 High St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 904 sqft 3.00 per sqft

20% value equals $ 542.40

**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: **$ 542.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Rodgers, Bonnie Annadale Living Trust - Tract 12

Property Address: 4023 High St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 901 sqft 3.00 per sqft
20% value equals $ 540.60

**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: **$ 540.60 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Hernandez, Gloria - Tract 13

Property Address: 4101 High St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 1,097 sqft 3.00 per sqft
20% value equals $ 658.20

**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: **$ 658.20 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Le, Francis Vien & Tran, Mary Tri - Tract 14

Property Address: 4103 High St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 3,573 sqft 3.00 per sqft
20% value equals $ 2,143.80

**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: **$ 2,143.80 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Pindeda Properties, LLC - Tract 15

Property Address: 3309 N Albert Pike
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 200 sqft 3.00 per sqft
20% value equals $ 120.00

**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: **$ 120.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Vargas, Ninfa Perez - tract 16

Property Address: 3319 N Albert Pike
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement

*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 250 sqft 3.00 per sqft
20% value equals $ 150.00

**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: **$ 150.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Vannavong, Onechanh & Mone - Tract 17

Property Address: 3321 Albert Pike
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 250 sqft 3.00 per sqft
20% value equals $ 150.00

**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: **$ 150.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Rachel, Mary Louis - Tract 18

Property Address: 3323 Albert Pike
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 250 sqft 3.00 per sqft
20% value equals $ 150.00

**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: **$ 150.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Linares, Marleni S - Tract 19

Property Address: 3405 N Albert Pike
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 425 sqft 3.00 per sqft
20% value equals $ 255.00

**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: **$ 255.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Young, Lloyd G & Philip R - Tract 20

Property Address: 4108 N St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 1,275 sqft 3.00 per sqft
20% value equals $ 765.00

**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: **$ 765.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): OK FOODS INC - Tract 22

Property Address: 4601 N 6th St
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $3.00 a sqft @ 20% value for TCE. Based off average property sales in the area, calculations attached.

Calculation of Value of Easement:

A. TCE: 18,649 sqft 3.00 per sqft
20% value equals $ 11,189.40

**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: **$ 11,189.40 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

PVR CALCULATIONS

The property sales that have been used to calculate the PVR values are listed below.

1. 10605-0003-00001-00
   Sold 12/23/19 – 0.45 Acres for $55,000.00

2. 10843-0108-00008-00
   Sold 4/28/22 – 0.60 Acres for $85,000.00

I went with an average value of $3.00 a square foot. Sewer Easements are valued at 50% full value Temporary Construction Easements are set at 20% of total per-square foot value.

September 9, 2025

To Vilayhack & Souma Douangmala,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4400 N 6th St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$630.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

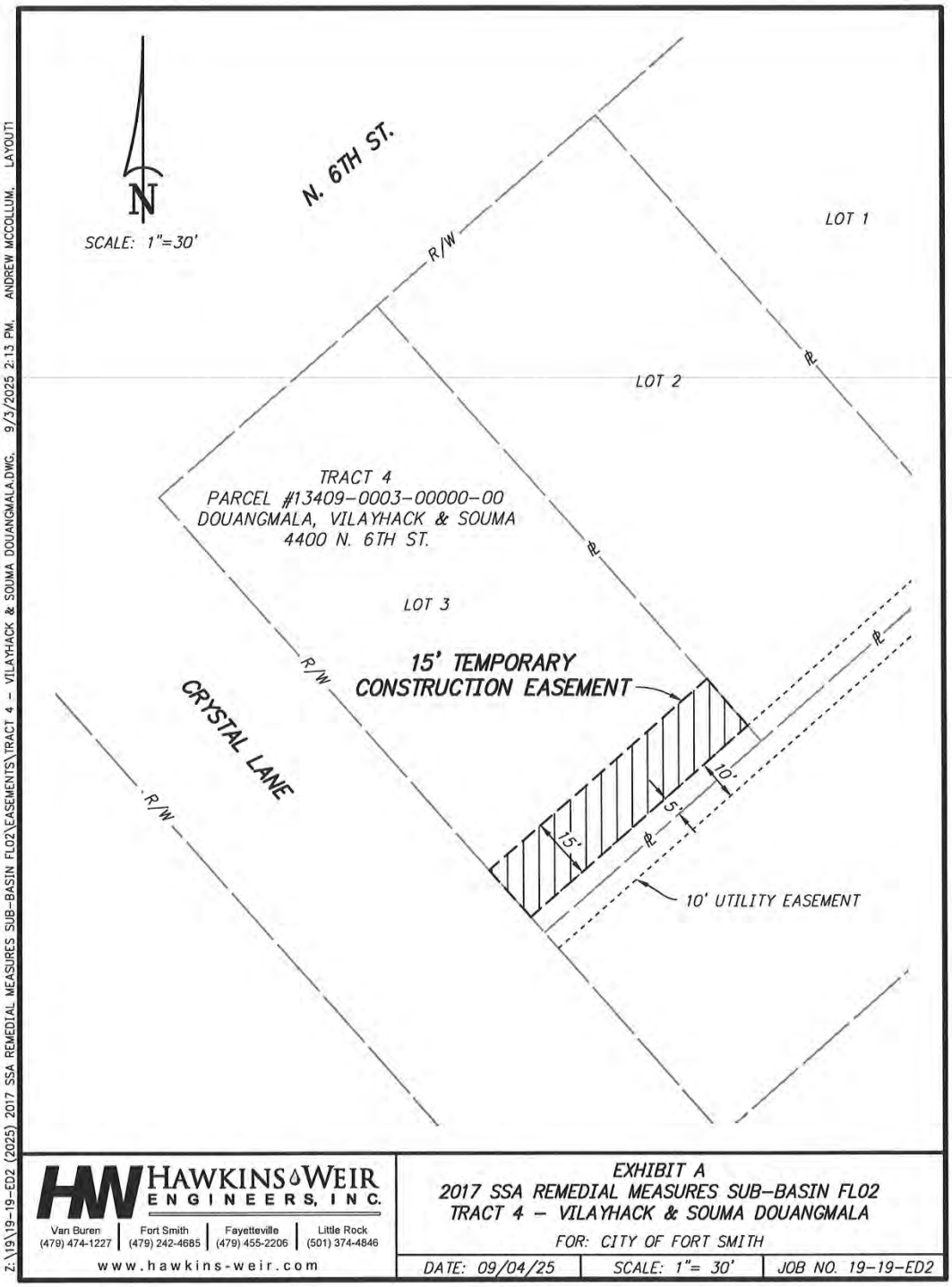
Property Tract Number is –

Tract 4

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS◊WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 4 – VILAYHACK & SOUMA DOUANGMALA
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 4 - VILAYHACK & SOUMA DOUANGMALA.DWG, 9/3/2025 2:13 PM, ANDREW MCCOLLUM, LAYOUT1

September 9, 2025

To Ester Martinez,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4406 N 6th St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$630.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

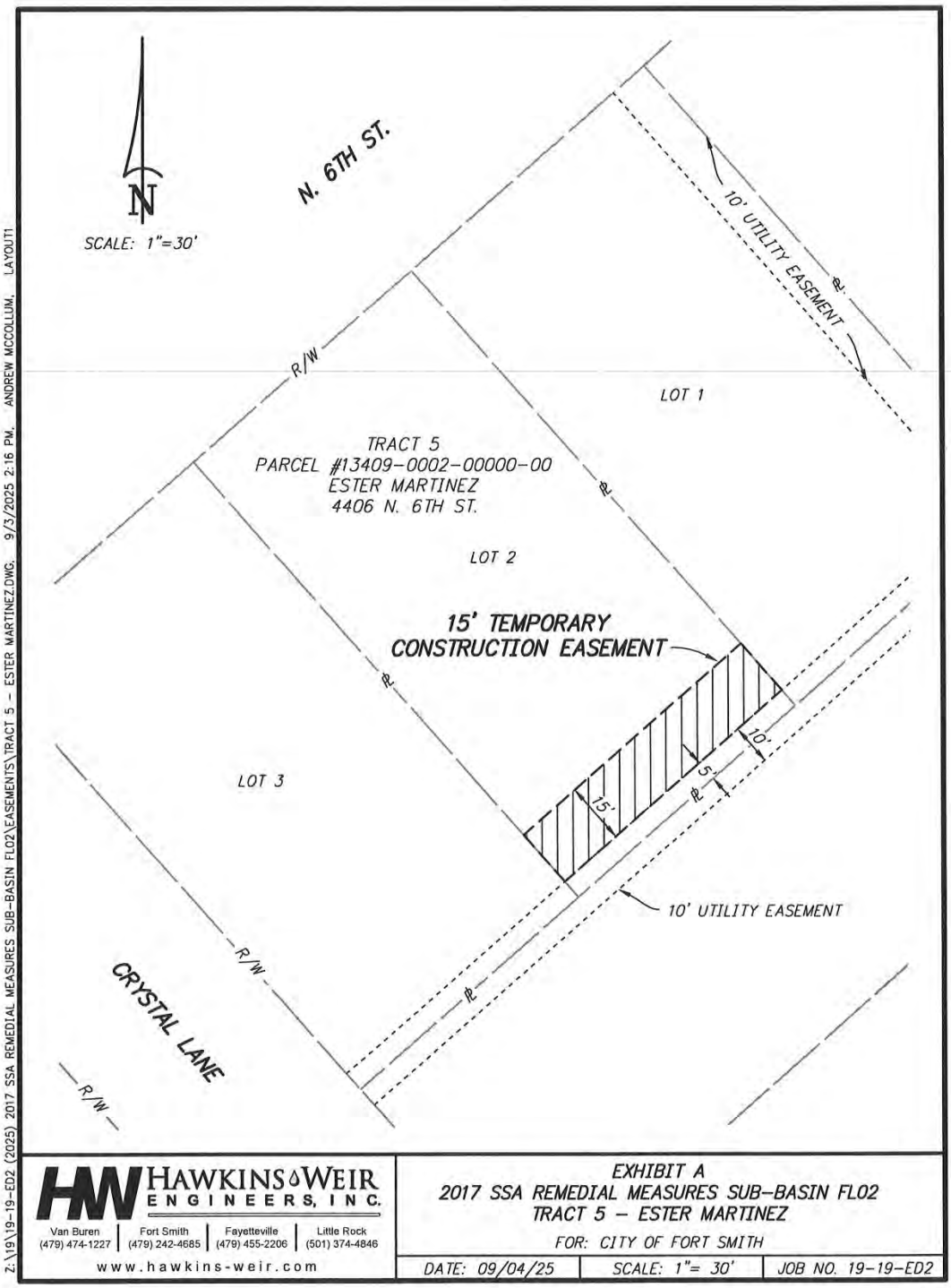
Property Tract Number is –

Tract 5

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 5 - ESTER MARTINEZ.DWG, 9/3/2025 2:16 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 5 - ESTER MARTINEZ
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To David Correa et al,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3825 High St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$299.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

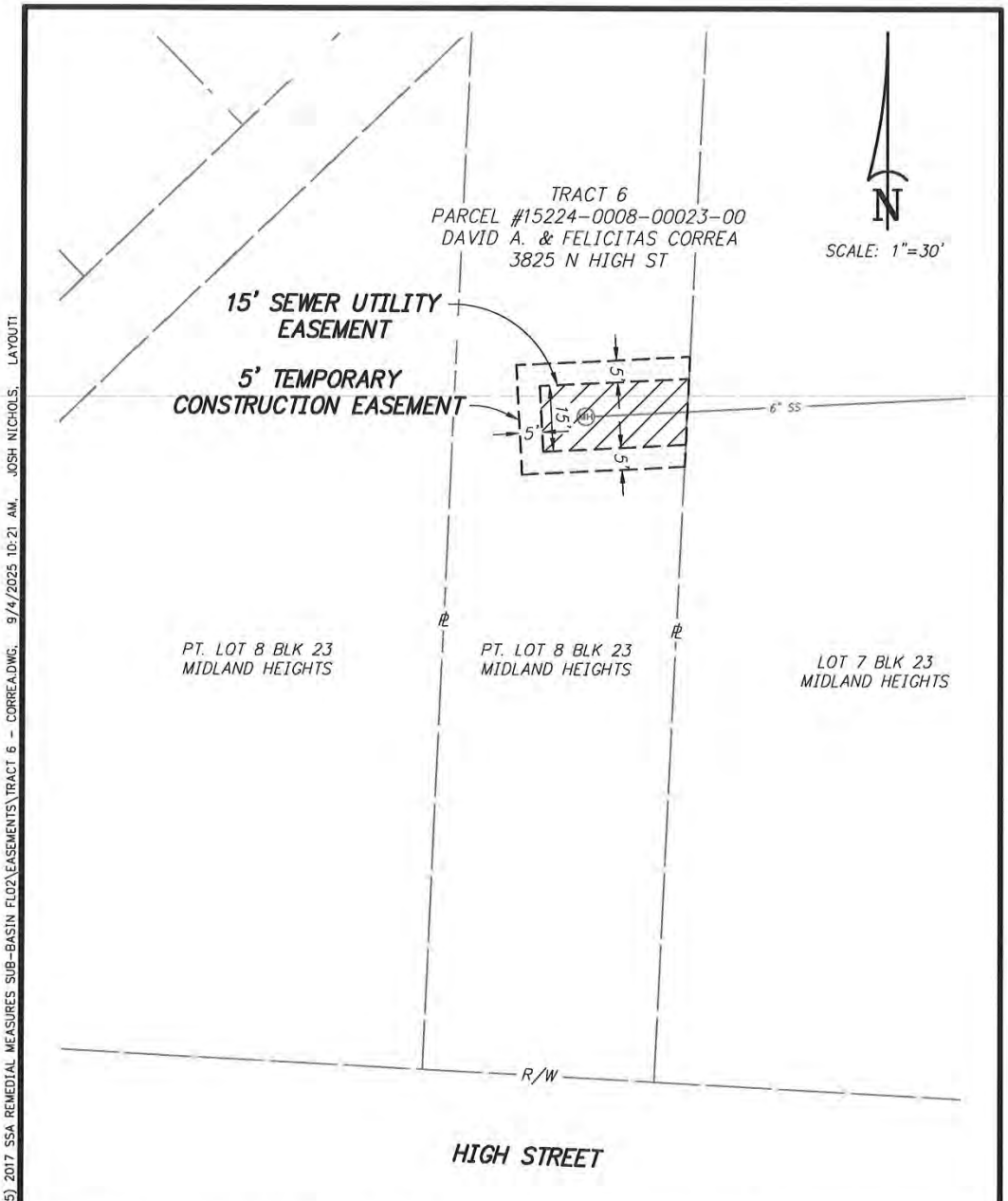
Property Tract Number is –

Tract 6

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 6 - CORREA.DWG, 9/4/2025 10:21 AM, JOSH NICHOLS, LAYOUT1

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Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 6 – DAVID A. & FELICITAS CORREA

FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Cheryl Ann Gentry,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3901 High St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1291.80**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

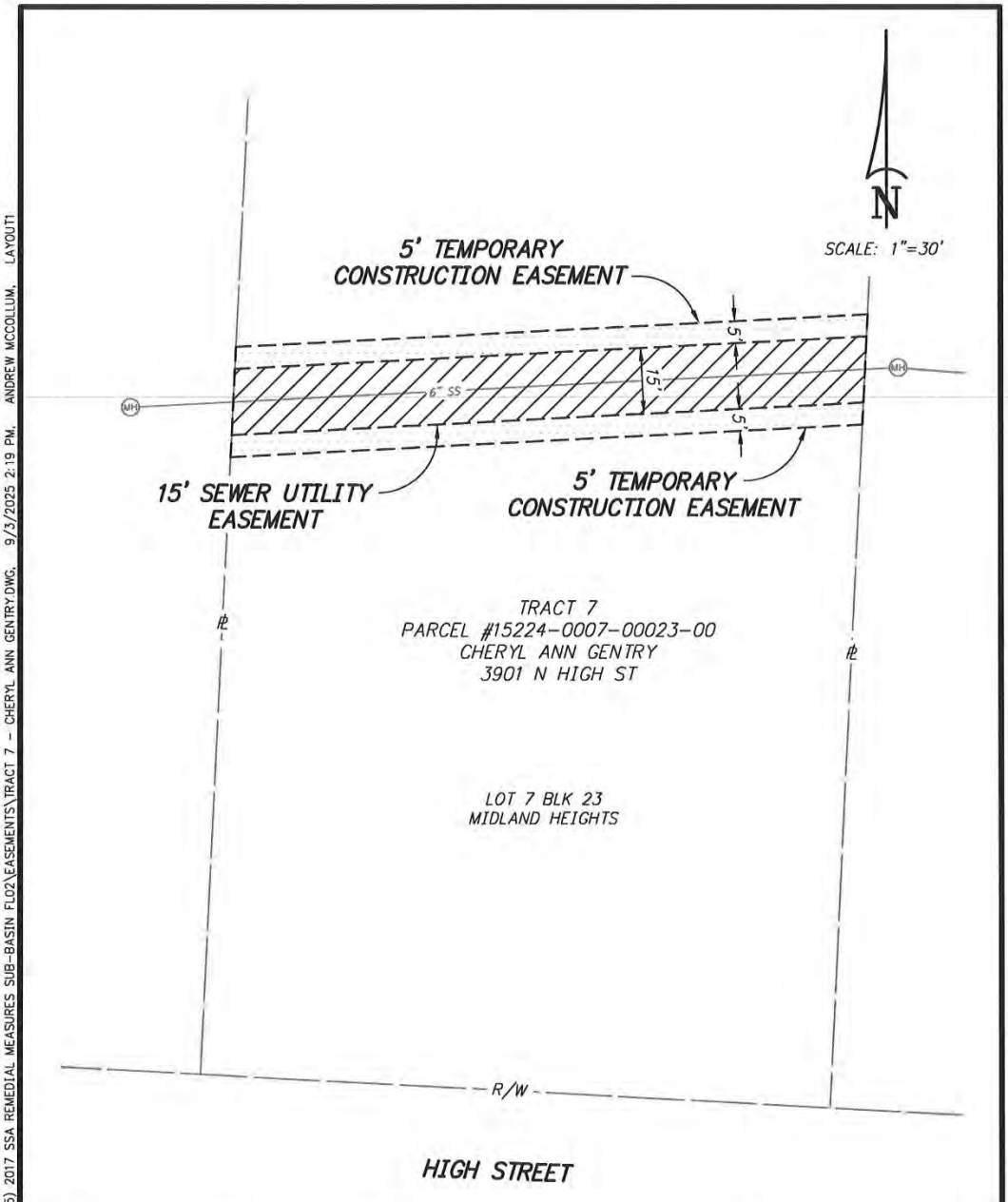
Property Tract Number is –

Tract 7

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 7 - CHERYL ANN GENTRY
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 7 - CHERYL ANN GENTRY.DWG, 9/3/2025 2:19 PM, ANDREW MCCOLLUM, LAYOUT1

September 9, 2025

To Ronald W & Ronald D Wells,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3905 High St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1291.80**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

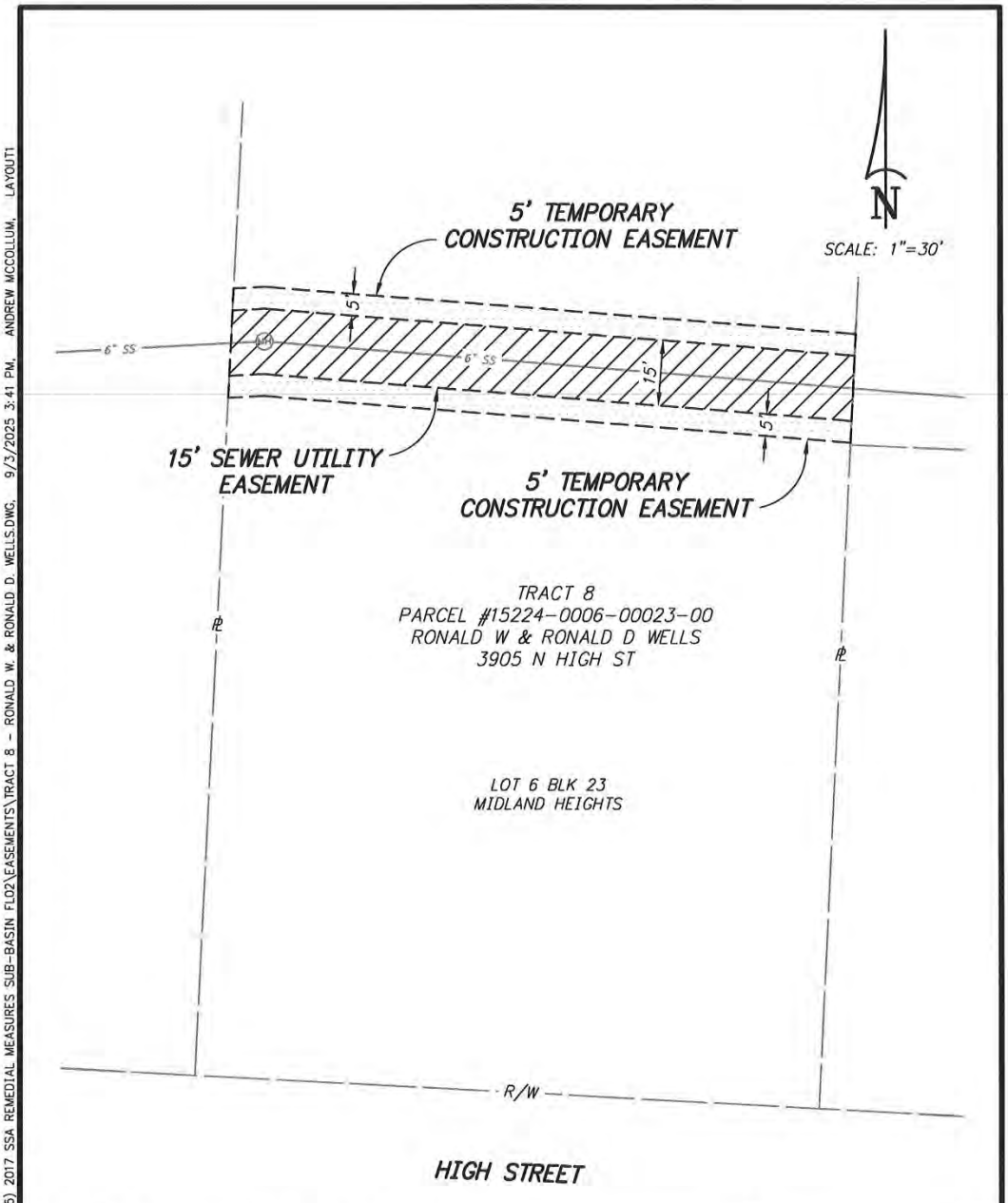
Property Tract Number is –

Tract 8

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



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Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 8 – RONALD W. & RONALD D. WELLS
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 8 - RONALD W. & RONALD D. WELLS.DWG, 9/3/2025 3:41 PM, ANDREW MCCOLLUM, LAYOUT1

September 9, 2025

To Bernice & Claude Perew,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4001 High St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1288.20**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

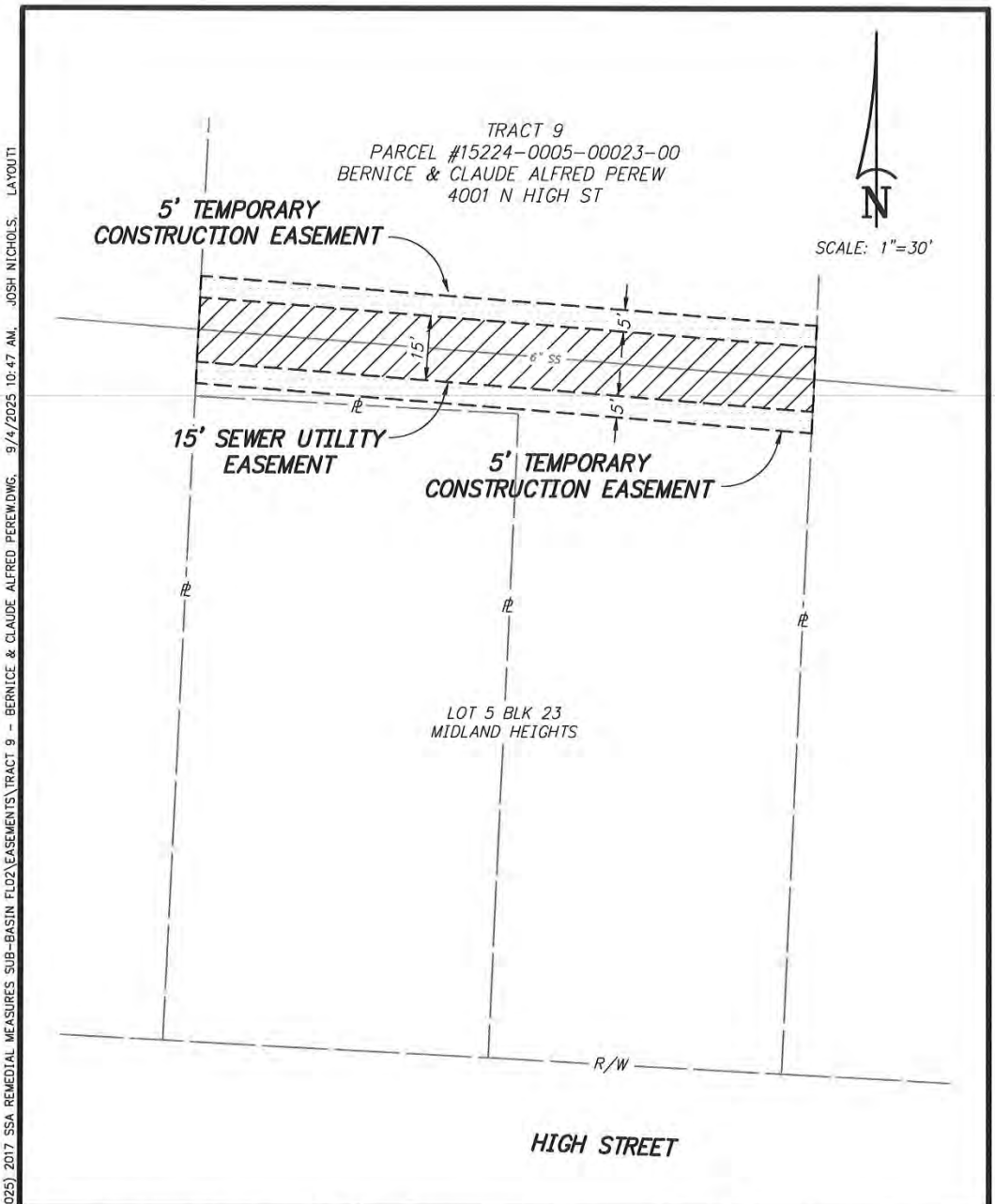
Property Tract Number is –

Tract 9

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 9 - BERNICE & CLAUDE ALFRED PEREW.DWG, 9/4/2025 10:47 AM, JOSH NICHOLS, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.
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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 9 – BERNICE & CLAUDE ALFRED PEREW
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Richard Tran,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4005 High St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$1493.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

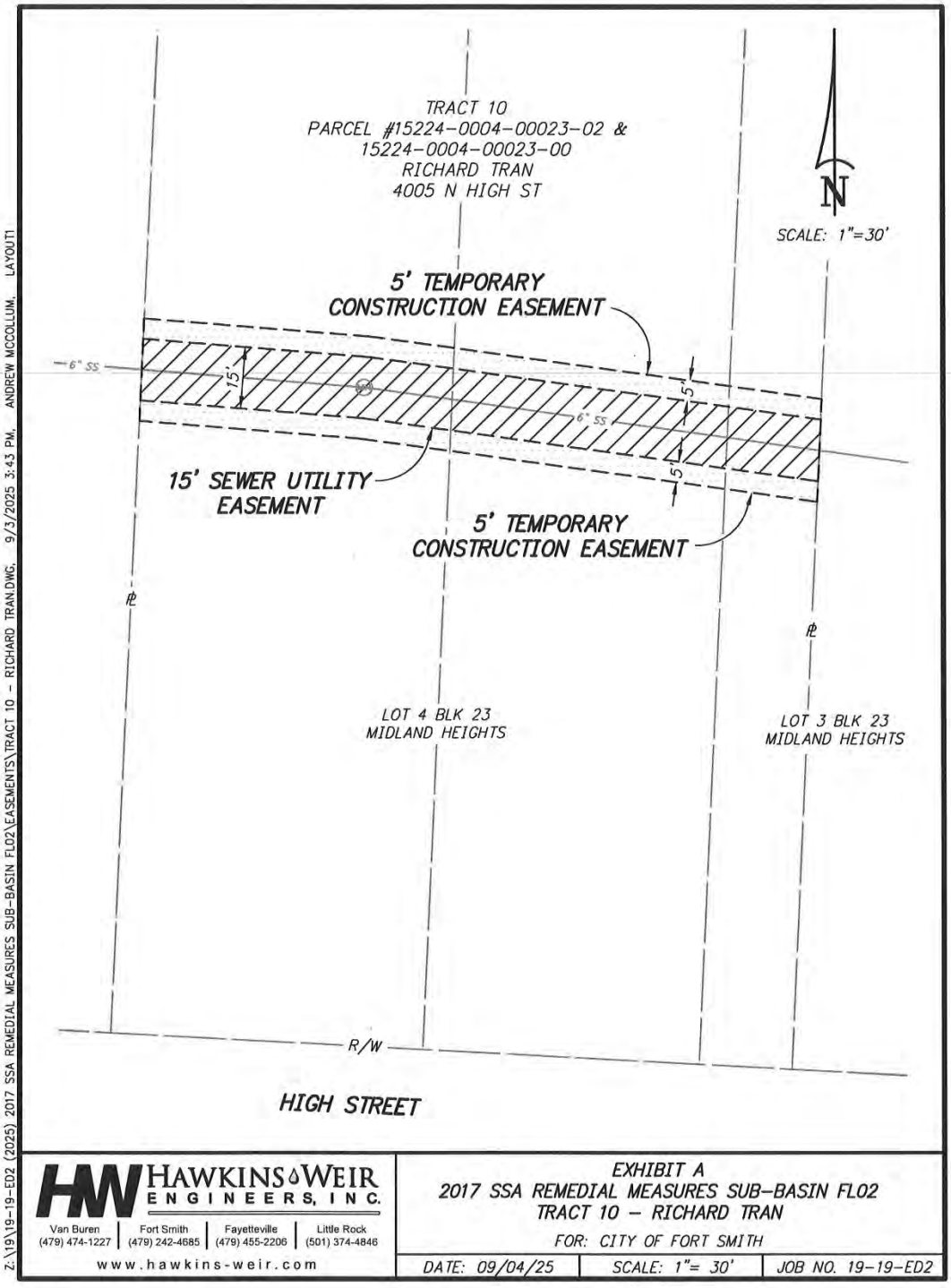
Property Tract Number is –

Tract 10

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 10 - RICHARD TRAN.DWG, 9/3/2025 3:43 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 10 – RICHARD TRAN
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Donna Sue Summerhill,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4021 High St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$542.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

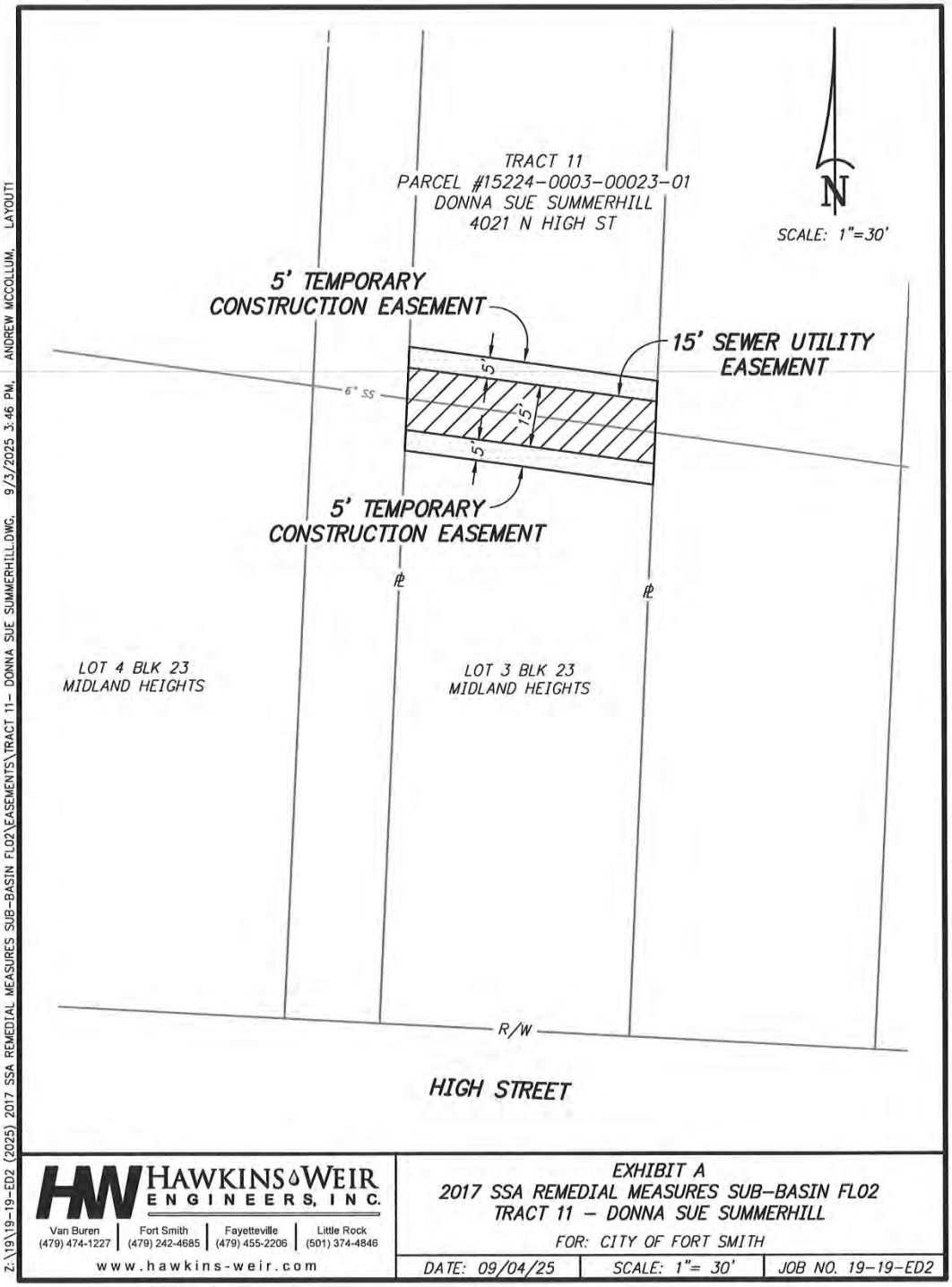
Property Tract Number is –

Tract 11

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS WEIR ENGINEERS, INC.

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 11 – DONNA SUE SUMMERHILL
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 11- DONNA SUE SUMMERHILL.DWG, 9/3/2025 3:46 PM, ANDREW MCCOLLUM, LAYOUT1

September 9, 2025

To Bonnie A Rodgers Living Trust,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4023 High St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$540.60**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

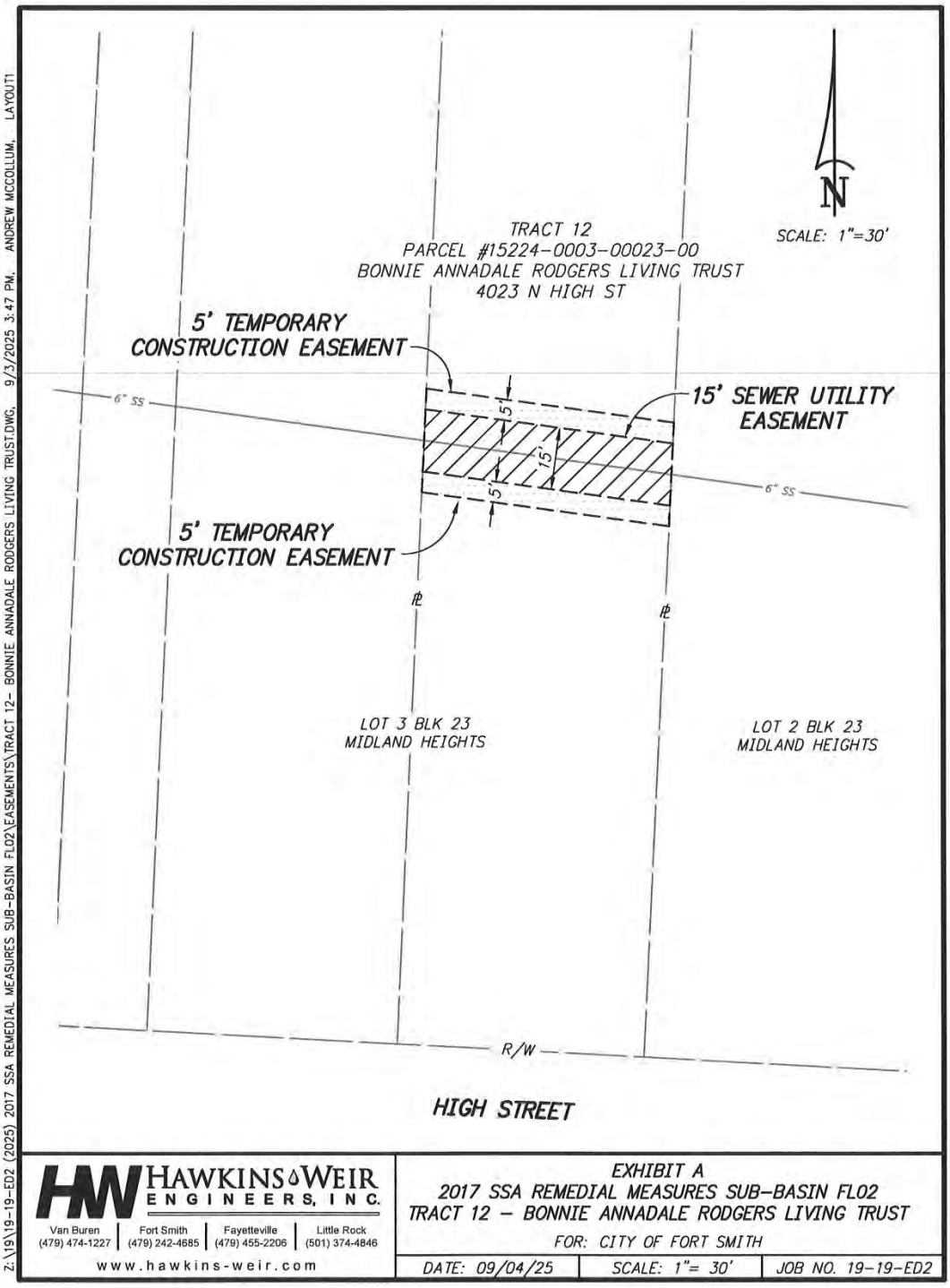
Property Tract Number is –

Tract 12

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 12- BONNIE ANNADALE RODGERS LIVING TRUST.DWG, 9/3/2025 3:47 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 12 – BONNIE ANNADALE RODGERS LIVING TRUST
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Gloria Hernandez,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4101 High St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$658.20**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

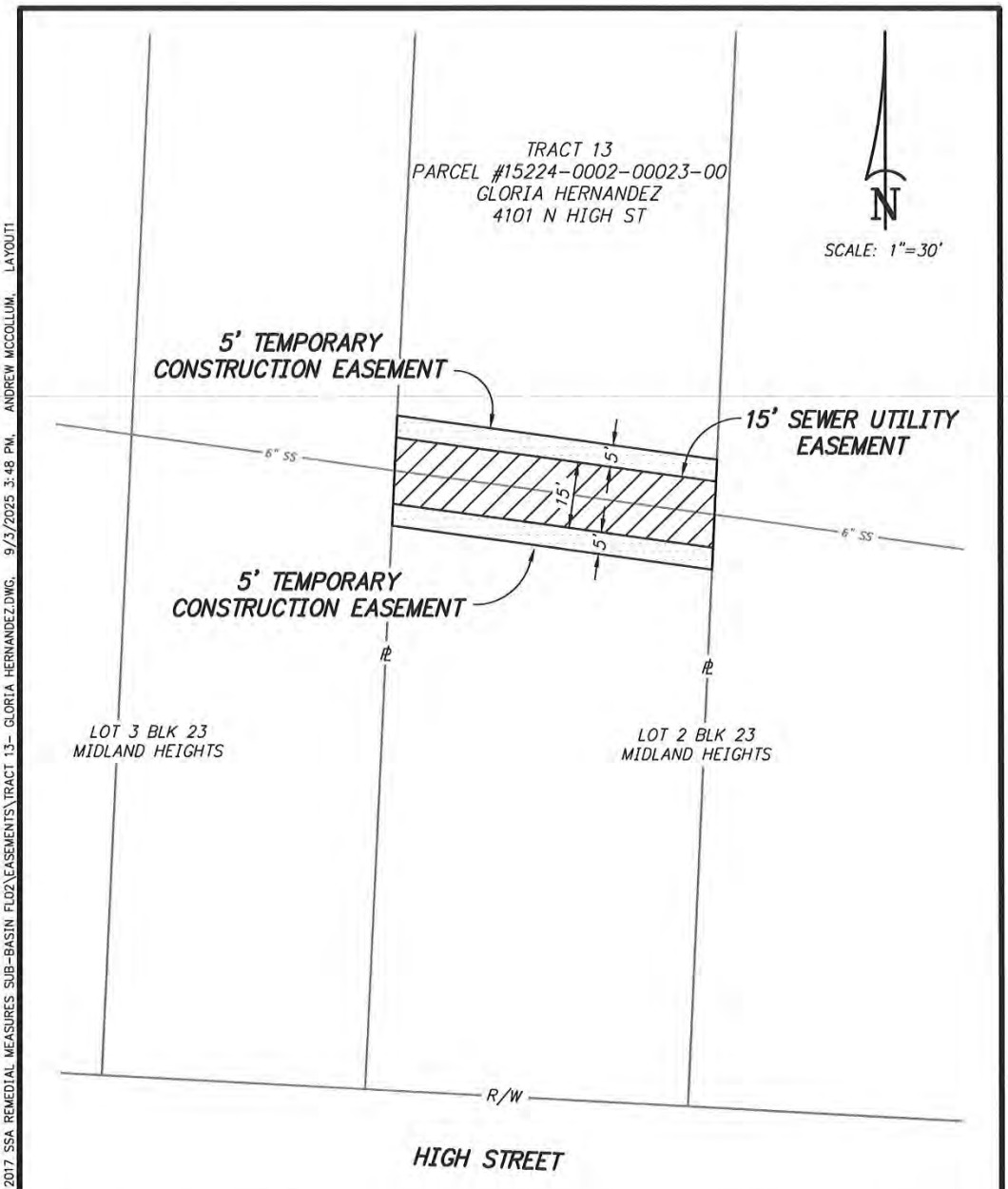
Property Tract Number is –

Tract 13

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 13- GLORIA HERNANDEZ.DWG, 9/3/2025 3:48 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 13 – GLORIA HERNANDEZ
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Francis Vien Le & Mary Tri Tran,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4103 High St, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$2143.80**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

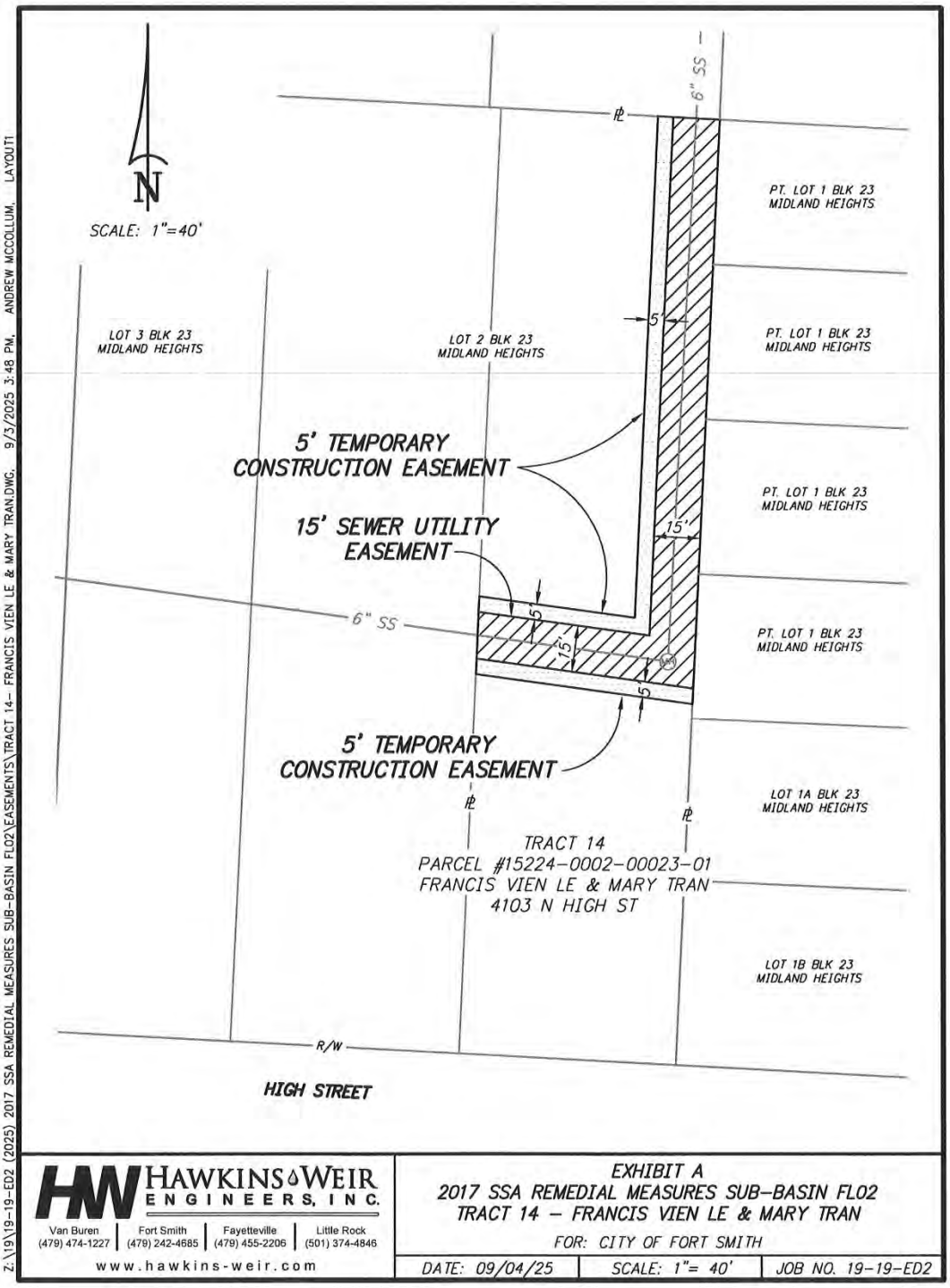
Property Tract Number is –

Tract 14

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 14- FRANCIS VIEN LE & MARY TRAN.DWG, 9/3/2025 3:48 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 14 – FRANCIS VIEN LE & MARY TRAN
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 40'	JOB NO. 19-19-ED2

September 9, 2025

To Pindeda Properties, LLC,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3309 N Albert Pike Avenue, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$120.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

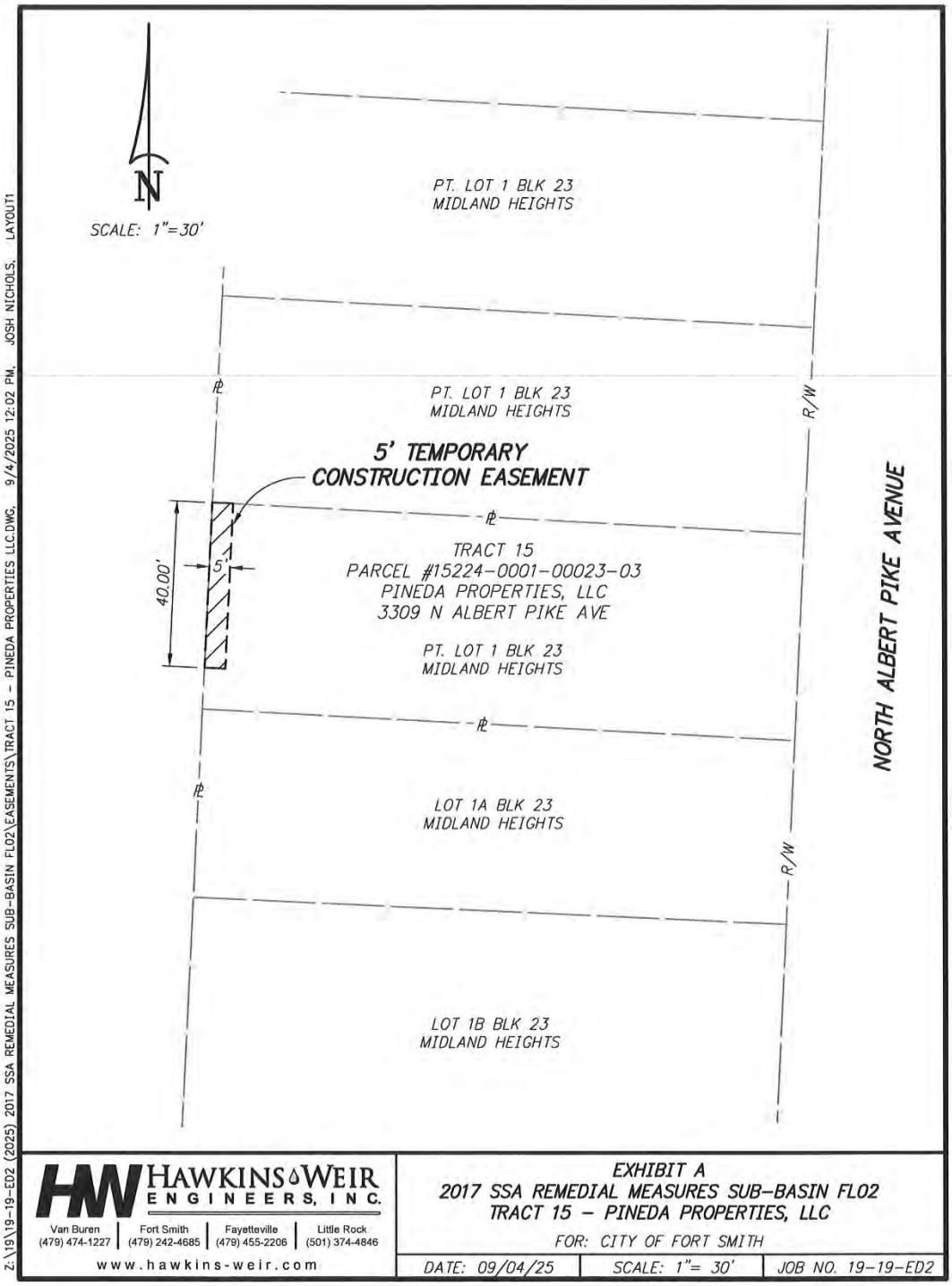
Property Tract Number is –

Tract 15

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 15 - PINEDA PROPERTIES LLC.DWG, 9/4/2025 12:02 PM, JOSH NICHOLS, LAYOUT1

HAWKINS & WEIR ENGINEERS, INC.

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 15 – PINEDA PROPERTIES, LLC

FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Ninfa Perez Vargas,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3319 N Albert Pike, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$150.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

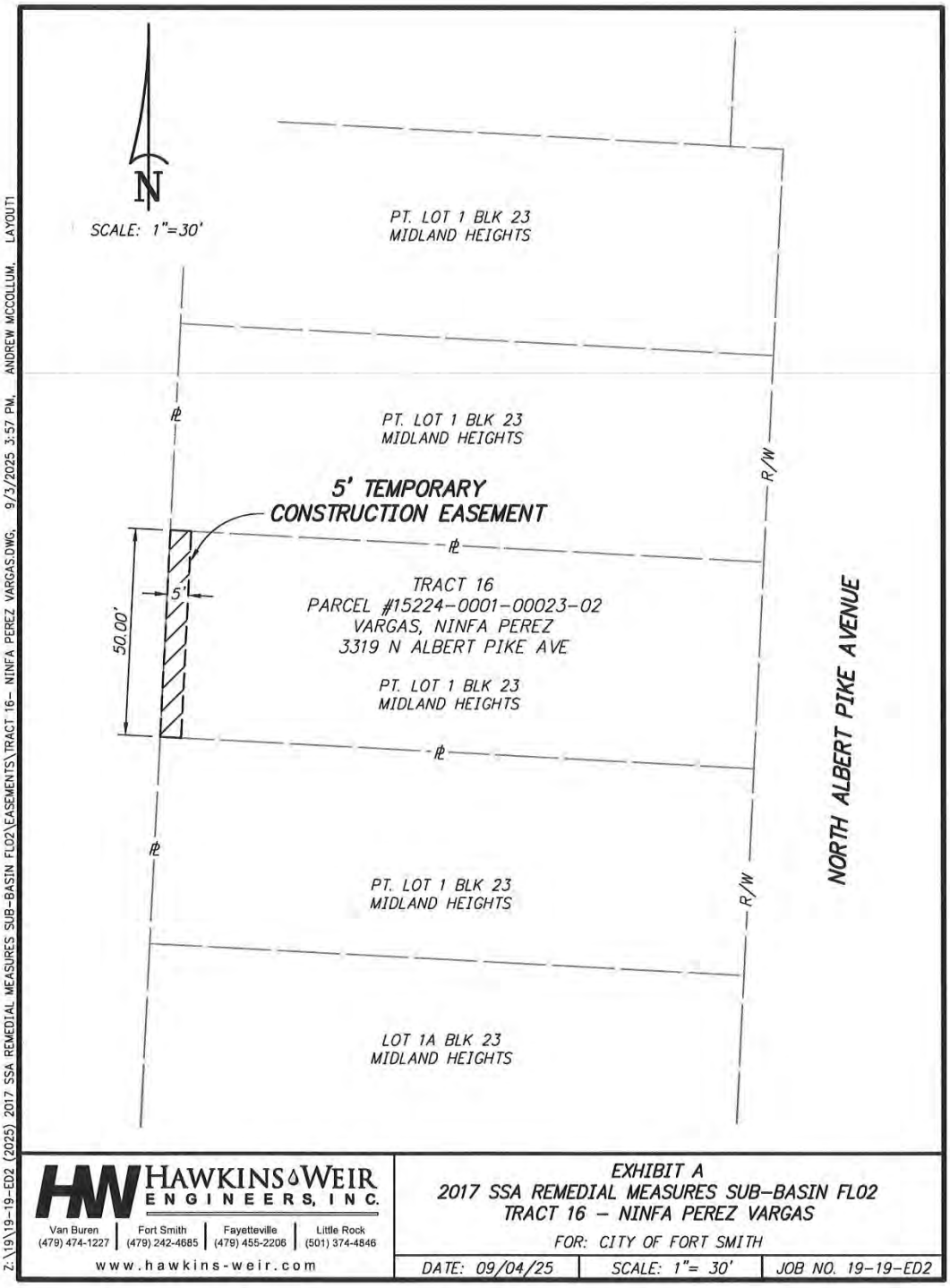
Property Tract Number is –

Tract 16

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 16- NINFA PEREZ VARGAS.DWG, 9/3/2025 3:57 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 16 – NINFA PEREZ VARGAS
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Onechanh Vannavong & Mone,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3321 N Albert Pike, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$150.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

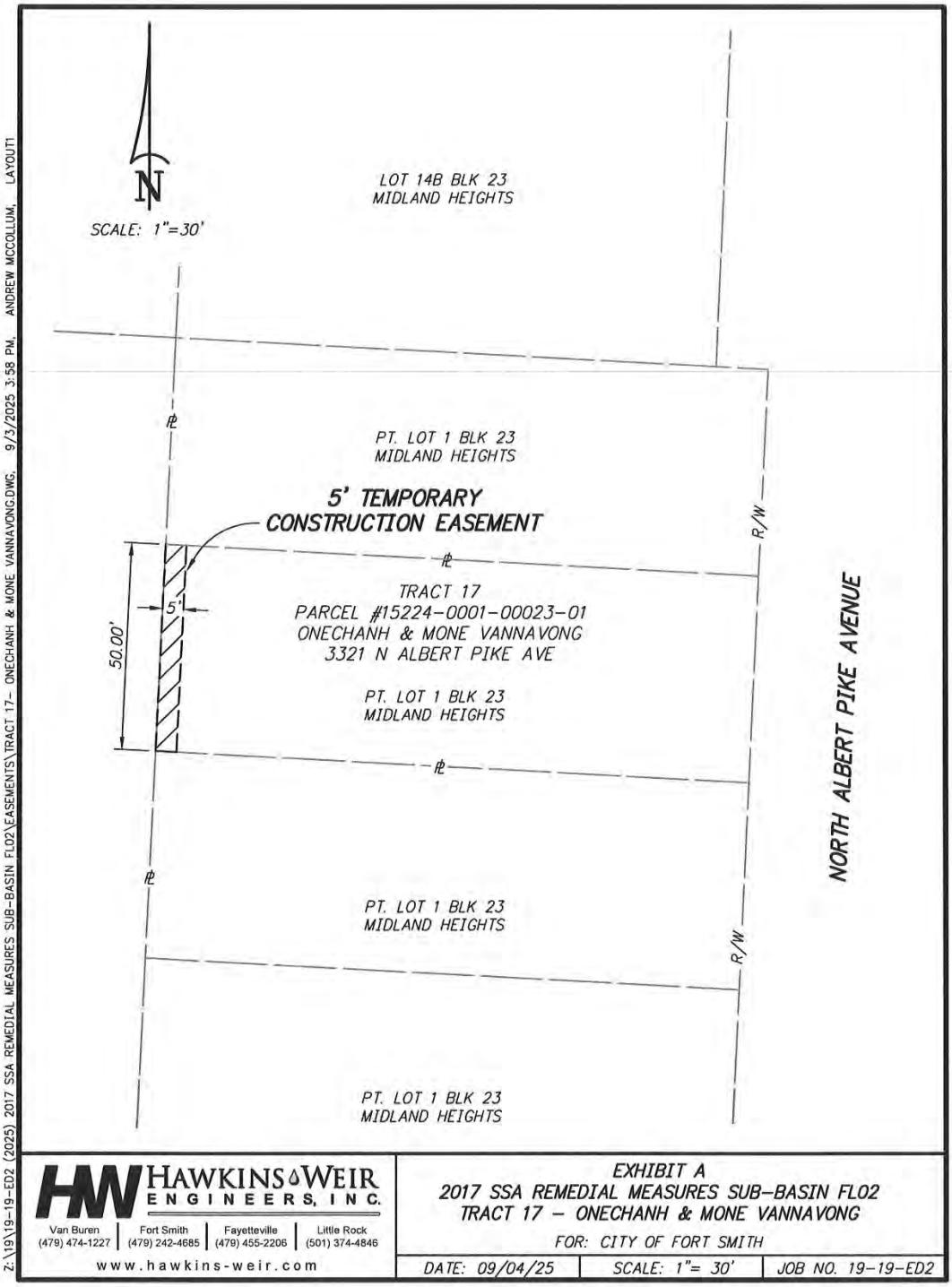
Property Tract Number is –

Tract 17

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 17- ONECHANH & MONE VANNAVONG.DWG, 9/3/2025 3:58 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 17 – ONECHANH & MONE VANNAVONG
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Mary Louis Rachel,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3323 N Albert Pike, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$150.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

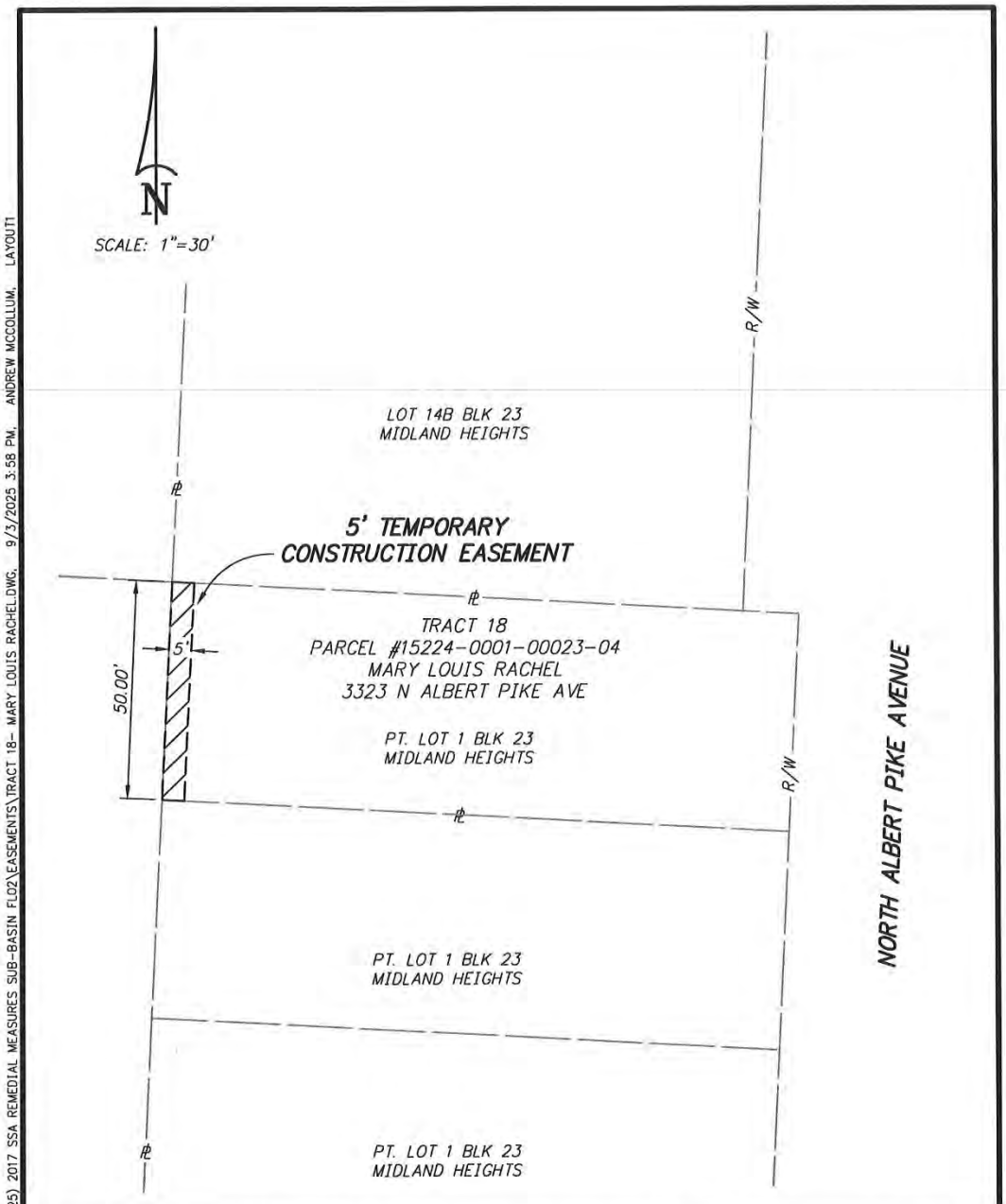
Property Tract Number is –

Tract 18

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 18- MARY LOUIS RACHEL.DWG, 9/3/2025 3:58 PM, ANDREW MCCOLLUM, LAYOUT1

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EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 18 – MARY LOUIS RACHEL
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Marleni S Linares,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **3402 N Albert Pike, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$255.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

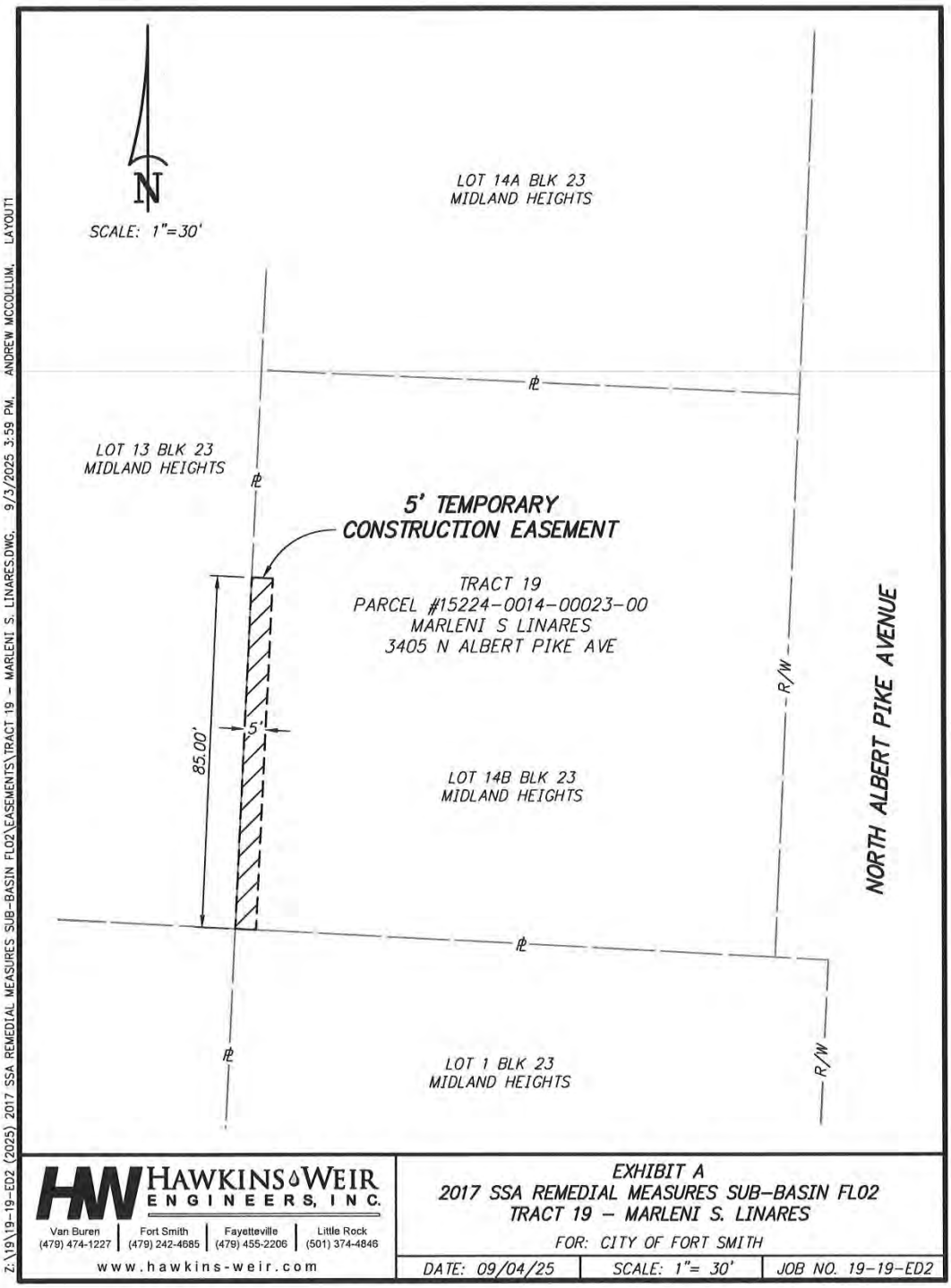
Property Tract Number is –

Tract 19

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 19 - MARLENI S. LINARES.DWG, 9/3/2025 3:59 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 19 – MARLENI S. LINARES
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 30'	JOB NO. 19-19-ED2

September 9, 2025

To Lloyd G & Phillip R Young,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4108 N Street, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$765.00**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

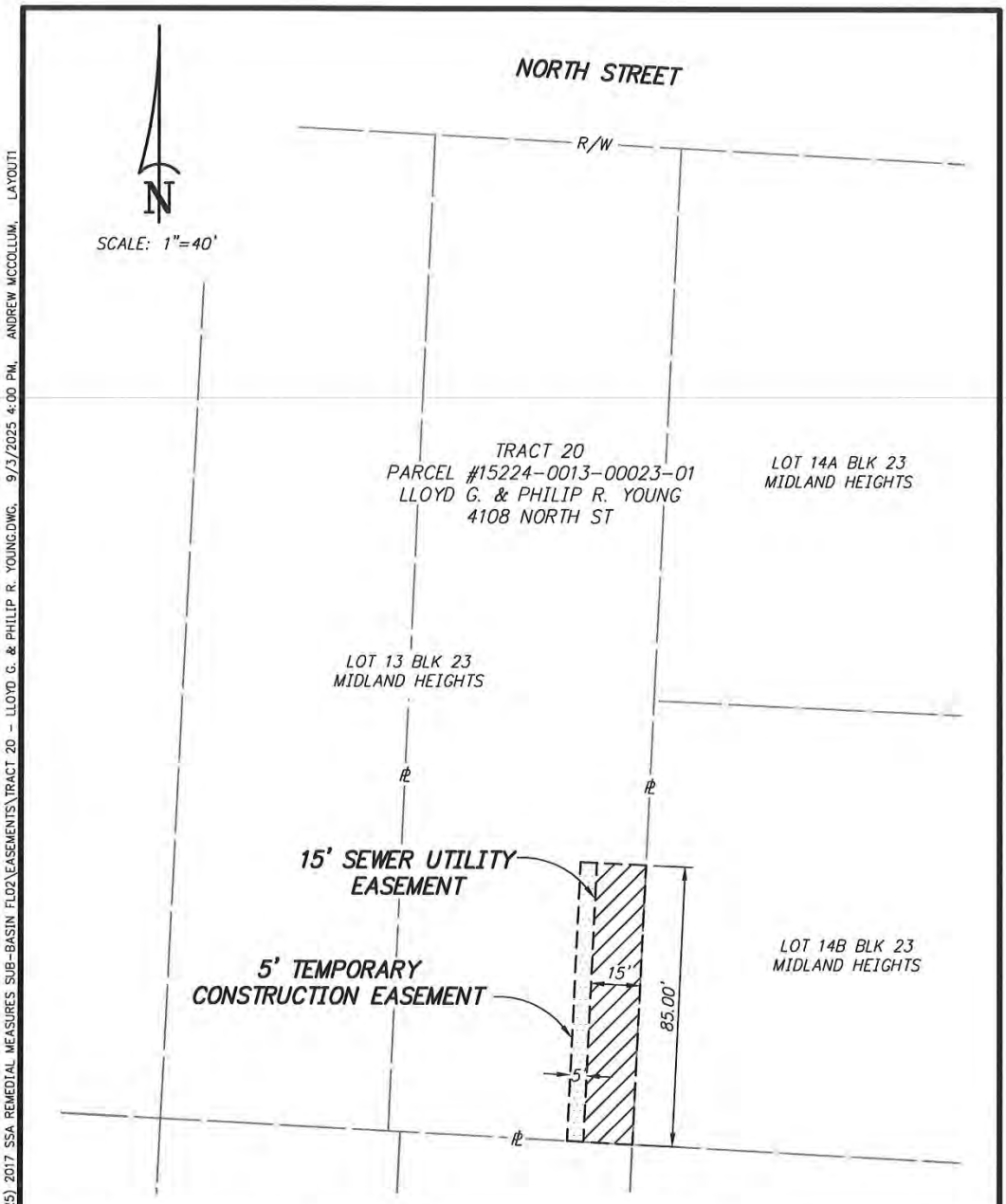
Property Tract Number is –

Tract 20

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



HAWKINS & WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 20 – LLOYD G. & PHILIP R. YOUNG

FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 40'	JOB NO. 19-19-ED2

Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 20 - LLOYD G. & PHILIP R. YOUNG.DWG, 9/3/2025 4:00 PM, ANDREW MCCOLLUM, LAYOUT1

September 9, 2025

To OK Foods Inc,

The City of Fort Smith is in the initial stages of planning a sanitary sewer system capacity improvement project. This project is necessary to bring the City's sanitary sewer system into compliance with a settlement agreement entered into by the City of Fort Smith and the United States of America. This project is intended to increase the capacity of the sewer mains during wet weather events which stress the capacity of the sanitary sewer system. The sewer main is to be relocated in conjunction with a planned drainage improvement project to be undertaken in the new future. The design of the project is now complete and the route for the new pipe has been established which will impact your property located at **4601 N 6th Street, Fort Smith, Arkansas.**

The City is requesting a Temporary Construction Easement on your property to allow the work to be done. No land or land rights will be kept by the City upon the completion of this project, this **Easement is only temporary**. The improvements to **Sub-Basin FL02**, will have an impact on your property. An exhibit showing the temporary easement area across your property is enclosed. The consideration being offered by the City is **$11,189.40**.

The Utility Department will be taking this project, that includes the above property, to the Fort Smith Board of Directors on **9/16/2025**. The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

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

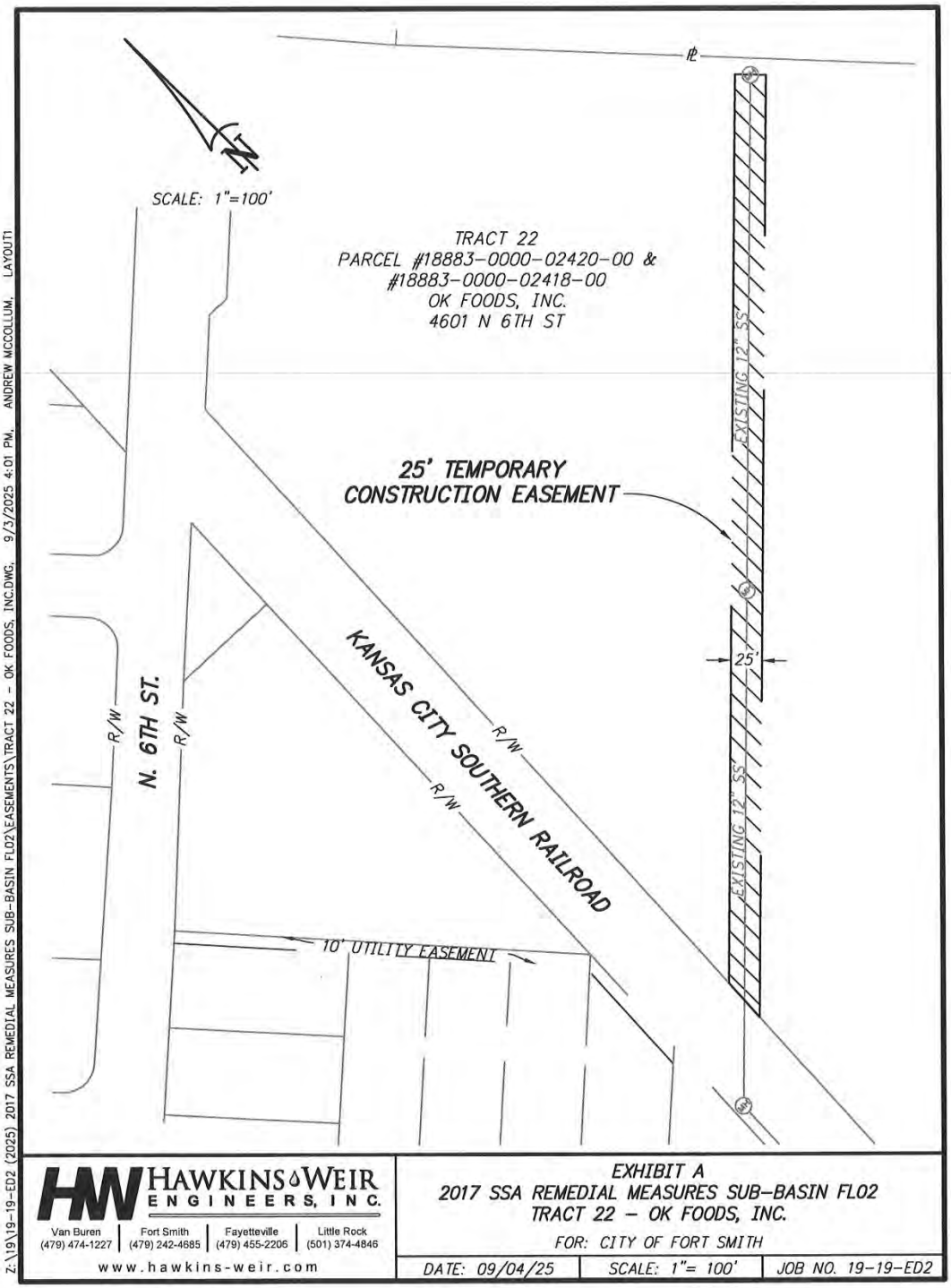
Property Tract Number is –

Tract 22

Should you have any questions or concerns, please feel free to contact **Lorne Matthews at 479-221-0677** or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Z:\19\19-19-ED2 (2025) 2017 SSA REMEDIAL MEASURES SUB-BASIN FL02\EASEMENTS\TRACT 22 - OK FOODS, INC.DWG, 9/3/2025 4:01 PM, ANDREW MCCOLLUM, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.

Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

www.hawkins-weir.com

EXHIBIT A
2017 SSA REMEDIAL MEASURES SUB-BASIN FL02
TRACT 22 - OK FOODS, INC.
FOR: CITY OF FORT SMITH

DATE: 09/04/25	SCALE: 1"= 100'	JOB NO. 19-19-ED2

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Lance A. McAvoy, Director of Water Utilities

DATE: September 9, 2025

SUBJECT: 2017 SSA Remedial Measures, Sub-Basin MC06, Project 19-15-C1 Easement Acquisition

SUMMARY

As part of the Consent Decree requirements, the City of Fort Smith has undergone a complete assessment of its wastewater collection and transmission system. The City, and its contractors, are performing Sanitary Sewer Assessments (SSA) and repairs in various Sub-Basins throughout the city. These assessments were necessary to evaluate the condition of the pipes in the City's Sub-Basins to determine if rehabilitation or replacement is required. Project 19-15-C1 is one of the projects on the priority list to be funded by the 2025 Sales and Use Tax Bonds

The Temporary Construction Easements required as part of this project are attached as Exhibit A to the Resolution. Affected properties owners will be notified by mail of the Board meeting date, time and location; notices to property owners are also included.

In the event the named landowner declines to grant the easements, staff recommends the city attorney be allowed to move forward under eminent domain to obtain the needed easements.

Staff recommend approval of the attached Resolution, which includes authorizing the City Administrator and City Attorney to proceed with eminent domain actions to acquire the temporary construction easements if the landowner declines accepting the city's offer. As always, 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. 9-16-25_Item_ID_2168_Resolution_Utilities.pdf
2. 9-16-25 Item ID 2168 Map Easements and PRVs.pdf
3. 9-16-25 Item ID 2168 Owner Notifications Utilities.pdf

FISCAL IMPACT: *$70,260.00*
BUDGET INFORMATION: *Budgeted / Water Utilities - 5/8% Sales and Use Tax*

CONSENT DECREE

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF SEWER UTILITY EASEMENTS IN CONNECTION WITH THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN MC06, PROJECT NO. 19-15-C1

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

SECTION 1: Values for the acquisition of sewer utility easements for construction purposes for the 2017 SSA Remedial Measures, Sub-Basin MC06, Project Number 19-15-C1, Attached as Exhibit A are approved, and acquisition of the easements for the amounts listed on Exhibit A are hereby authorized for a total amount of $70,260.00.

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above listed amounts.

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

This Resolution adopted this _____ day of September 2025.

APPROVED:

_____
Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

CONSENT DECREE

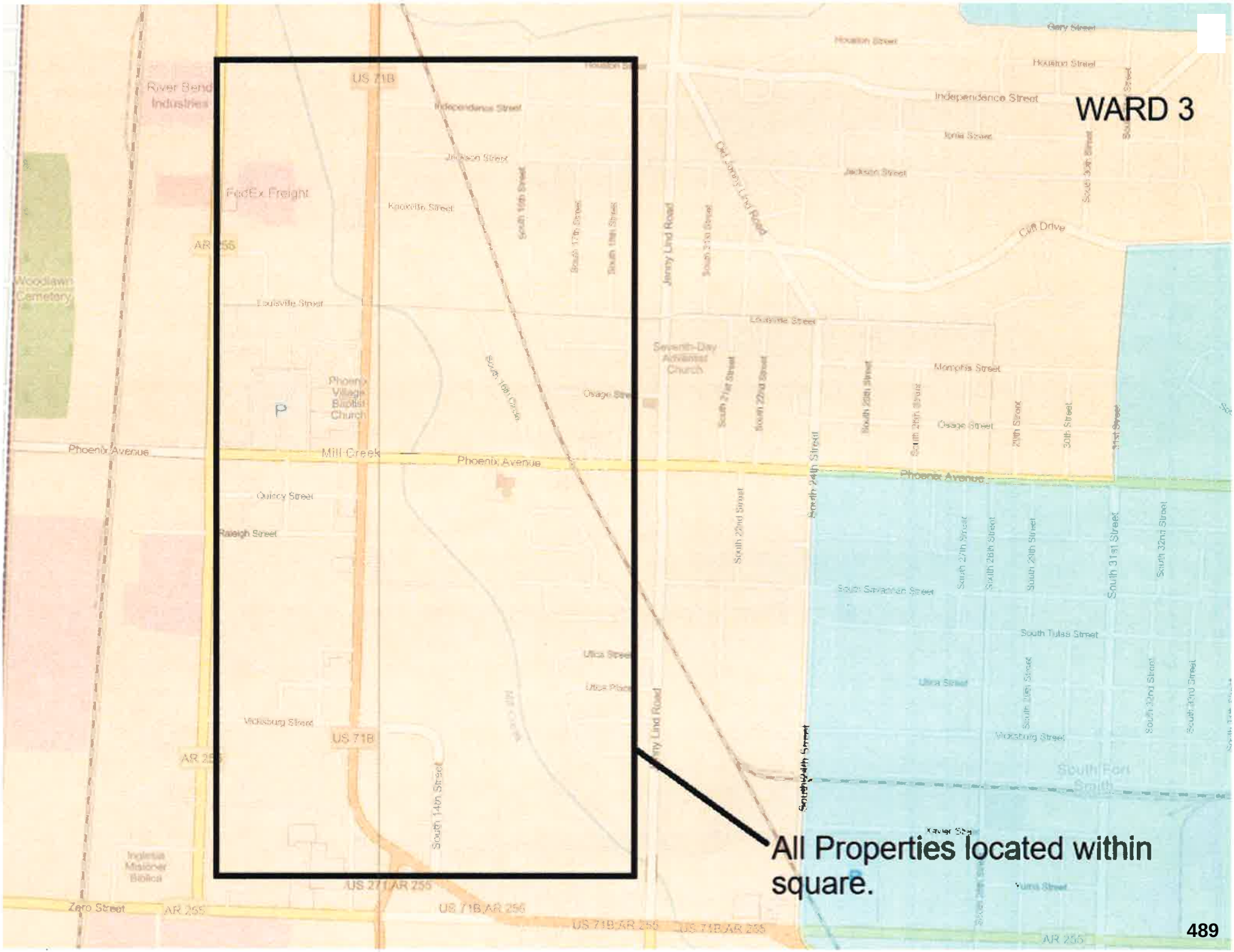
Exhibit A

TRACT		PAR#		OWNER	PROPERTY	SQFT	OFFER
1		18835-0028-00000-00	SUE	Micheal L Purkey 10016 E Highway 10 Greenwood, AR 72936	3907 Towson Ave	895	$ 895.00
2		18835-0028-00000-02	SUE	Rieder, Ciara R & Howard, Alexandria R 1217 Knoxville St Fort Smith, AR 72901	1217 Knoxville St	1,906	$ 1,906.00
3		18835-0026-00000-02	SUE	First Generation Investment Properties, LLC 731 Powerhorn Cir Van Buren, AR 72956	1216 S Jackson St	3,611	$ 3,611.00
4		18835-0027-00000-00	SUE	Micheal L Purkey 10016 E Highway 10 Greenwood, AR 72936	3901 Towson Ave	2,086	$ 2,086.00
5		15359-0001-00000-00	SUE	Doris M & David L Columbus 4224 S 17th St Fort Smith, AR 72901	4224 S 17th St	3,297	$ 3,297.00
6		18883-0000-01913-00	SUE	Tina Maria Browder (Benef) 1618 S Osage St Fort Smith, AR 72901	1618 S Osage St	5,365	$ 5,365.00
7		18883-0000-01916-00	SUE	MCW Developments, LLC 1701 Phoenix Ave Fort Smith, AR 72901	1701 Phoenix Ave	6,318	$ 6,318.00
8		RAILROAD	SUE	Union Pacific RailRoad		595	$ 595.00
9		17145-0190-00000-00	SUE	Mantzke, Frank Duane & V Lou Living 4902 S 16th Ter Fort Smith, AR 72901	4902 S 16th Ter	61	$ 100.00
10		17145-0191-00000-00	SUE	Michael Wayne Morris 4906 S 16th Terr Fort Smith, AR 72901	4906 S 16th Ter	367	$ 367.00
11		18883-0000-01955-00	SUE	Dusti Standridge PO Box 5485 Fort Smith, AR 72913	Towson Ave	11,621	$ 11,621.00
13		17145-0138-00000-01	SUE	Robbins, Carle Jr & Loughridge, Dor PO Box 3908 Fort Smtih, AR 72913	S Savannah Dr	235	$ 235.00
14		17145-0138-00000-00	SUE	Kathy M Jones 10404 Meandering Ct Fort Smith, AR 72901	1603 S Savannah Dr	874	$ 874.00
15		17145-0137-00000-00	SUE	Pilar Huitron-Chavez 1609 Savannah Dr Fort Smith, AR 72901	1609 Savannah Dr	890	$ 890.00
16		17145-0136-00000-00	SUE	Molina, Angel Jose Paredes & Rubio, Wendy Gissela Armijo 1615 Savannah Dr Fort Smith, AR 72901	1615 Savannah Dr	815	$ 815.00
17		17145-0135-00000-00	SUE	Kyuho Lee 1701 Savannah Dr Fort Smith, AR 72901	1701 Savannah Dr	613	$ 613.00
18		17145-0134-00000-00	SUE	Litton Loan Servicing LP 1707 Savannah Dr Fort Smith, AR 72901	1707 Savannah Dr	403	$ 403.00

CONSENT DECREE

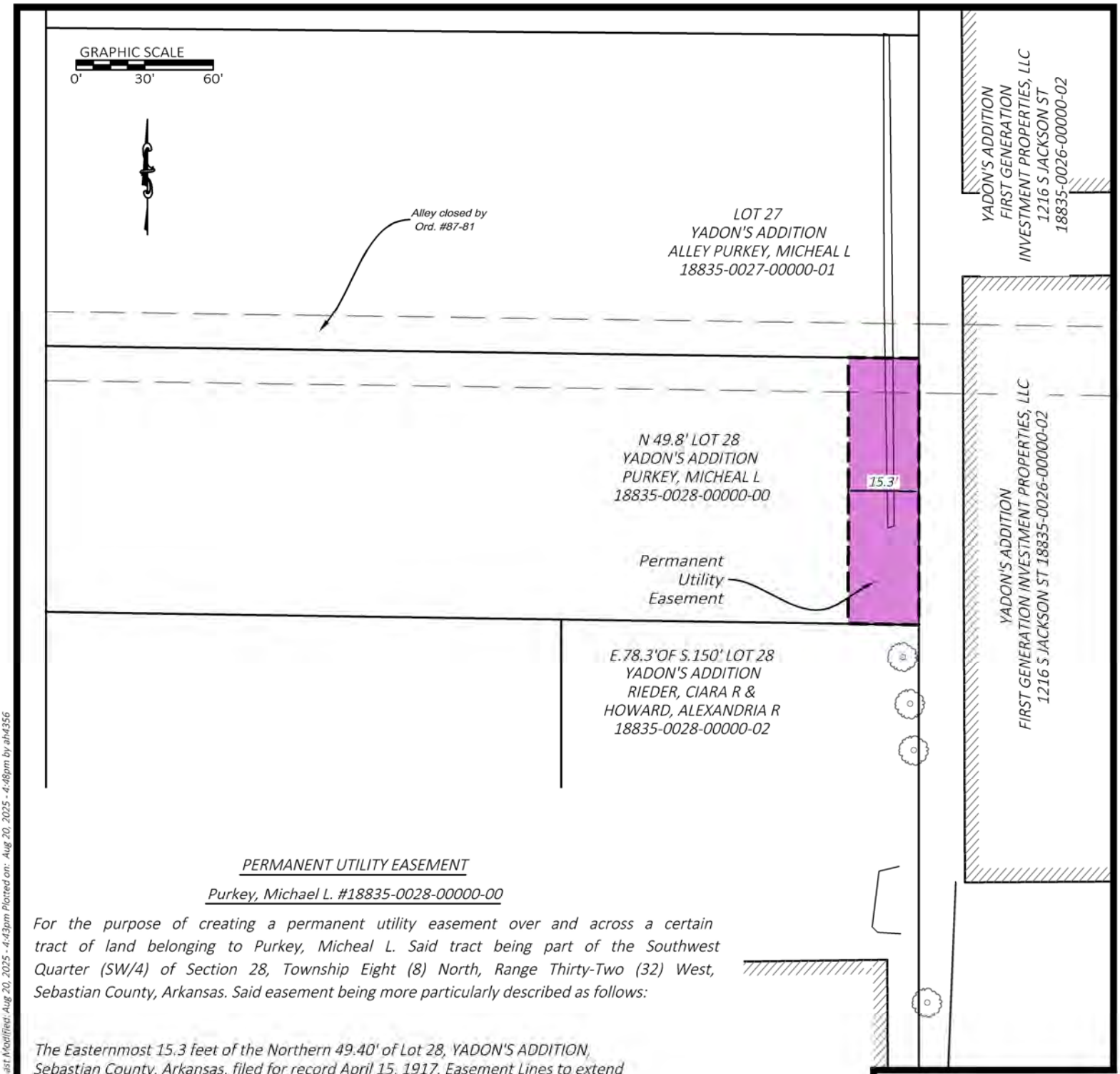
19		17145-0133-00000-00	SUE	Joyce, Taylor A & Glena D (BNEF) 1716 Savannah Dr Fort Smith, AR 72901	1716 Savannah Dr	86	$ 100.00
20		17145-0012-00000-00	SUE	Delia & Robert Pfaff 1703 S Utica St Fort Smith, AR 72901	1703 S Utica St	1,333	$ 1,333.00
21		18842-0002-00000-00	SUE	Canterbury Family LLLP 319 S 18th St Fort Smith, AR 72903	1200 S 71 Hwy	1,292	$ 1,292.00
22		18842-0001-00000-00	SUE	Narendra C & Ullas Brahmbhatt 12131 Arbor Mesa San Antonio, TX 78249	5715 Towson Ave	4,792	$ 4,792.00
23		14612-0000-00000-00	SUE	M&C Management, LTD 5517 Wheeler Ave Fort Smith, AR 72901	5517 Wheeler Ave	169	$ 169.00
24		18883-0000-01838-00	SUE	Ronnie & Traci Lewellen 2021 Alma Hwy Van Buren, AR 72956	5624 Towson Ave	535	$ 535.00
25		18504-0001-00000-00	SUE	Ronnie & Traci Lewellen 2021 Alma Hwy Van Buren, AR 72956	5700 Towson Ave	247	$ 247.00
26		18883-0000-02003-00	SUE	Sutherland Lumber & Bldg Hdq 3008 West Main St Jenks, OK 74037-3464	1801 S Zero St	217	$ 217.00
27		18883-0000-02000-00	SUE	Stell, Nancy R Revoc Trst 2 Batterson Park Rd Farmington, CT 06032	Jenny Lind Rd	7,868	$ 7,868.00
28		18883-0000-01960-00	SUE	Chaffey Rentals, LLC 8710 Royal Ridge Dr Fort Smith, AR 72903	5101 Towson Ave	5,261	$ 5,261.00
29		18883-0000-01969-00	SUE	5121 Towson Ave, LLC 5121 Towson Ave Fort Smith, AR 72901	5121 Towson Ave	3,394	$ 3,394.00
30		18883-0000-01972-00	SUE	Genaro Cabrea 5301 Towson Ave #1/2 Fort Smith, AR 72901	5301 Towson Ave	3,388	$ 3,388.00
31		18883-0000-01971-00	SUE	Faithful Steward Properties, LLC 216 Hollywood Pl Lavaca, AR 72941	5305 Towson Ave	1,255	$ 1,255.00
32		18883-0000-01973-00	SUE	Vasiliki Investments, LLC 2611 Towson Ave Fort Smith, AR 72901	5307 Towson Ave	418	$ 418.00

Total: $70,260.00


WARD 3
All Properties located within square.
US 71B
Independence Street
Jackson Street
Knoxville Street
Louisville Street
Osage Street
Phoenix Avenue
Mill Creek
Quincy Street
Raleigh Street
Vicksburg Street
Ulica Street
Ulica Place
South Savannah Street
South Tulsa Street
Memphis Street
Houston Street
Gary Street
Iona Street
Cliff Drive
Jenny Lind Road
Old Jenny Lind Road
South 14th Street
South 16th Street
South 17th Street
South 18th Street
South 21st Street
South 22nd Street
South 24th Street
South 26th Street
South 27th Street
South 28th Street
South 29th Street
South 30th Street
South 31st Street
South 32nd Street
South Fort Smith
River Bend Industries
FedEx Freight
Woodlawn Cemetery
Phoenix Village Baptist Church
Seventh-Day Adventist Church
Iglesia Misionera Biblica
AR 255
US 271/AR 255
US 71B/AR 255
Zero Street

TRACT		PAR#		OWNER	PROPERTY	SQFT	OFFER
1		18835-0028-00000-00	SUE	Micheal L Purkey 10016 E Highway 10 Greenwood, AR 72936	3907 Towson Ave	895	$ 895.00
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17		17145-0135-00000-00	SUE	Kyuho Lee 1701 Savannah Dr Fort Smith, AR 72901	1701 Savannah Dr	613	$ 613.00
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19		17145-0133-00000-00	SUE	Joyce, Taylor A & Glena D (BNEF) 1716 Savannah Dr Fort Smith, AR 72901	1716 Savannh Dr	86	$ 100.00

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32	18883-0000-01973-00	SUE	Vasiliki Investments, LLC 2611 Towson Ave Fort Smith, AR 72901	5307 Towson Ave	418	$ 418.00



PERMANENT UTILITY EASEMENT

Purkey, Michael L. #18835-0028-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Purkey, Micheal L. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

The Easternmost 15.3 feet of the Northern 49.40' of Lot 28, YADON'S ADDITION, Sebastian County, Arkansas, filed for record April 15, 1917. Easement Lines to extend or shorten to property line.

Said permanent utility easement as described containing a total of 0.02 acres (895 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT

Right of Way Acquisition — *895± SF* / *0.02± AC*

NOT A SURVEY OR PLAT

halff

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

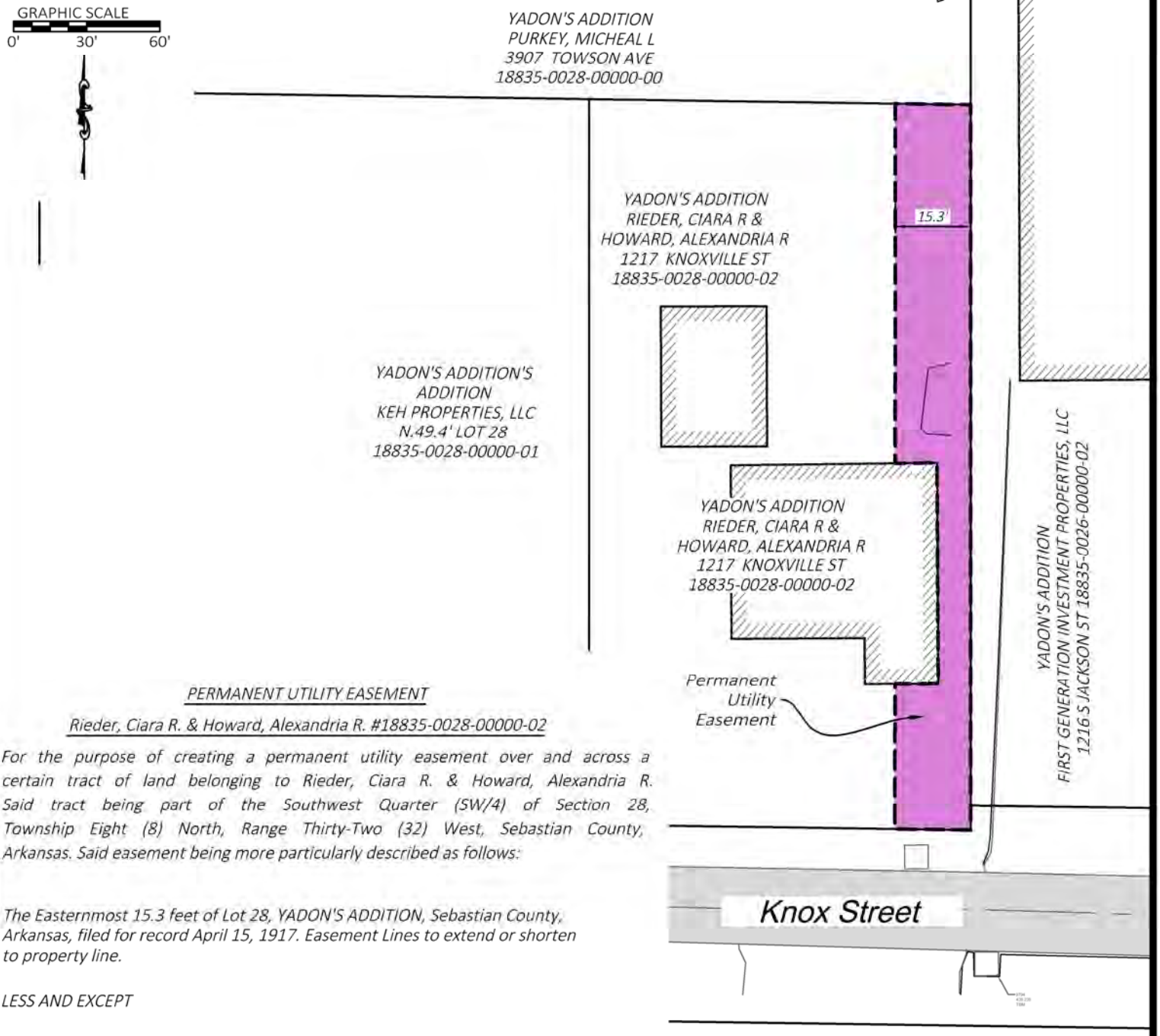
EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MICHAEL L, PURKEY

PARCEL # 18835-0028-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SURVICAD\Sheets\53989 SS Easements.dwg Last Modified: Aug 20, 2025 - 4:43pm Plotted on: Aug 20, 2025 - 4:48pm by ah4356



PERMANENT UTILITY EASEMENT

Rieder, Ciara R. & Howard, Alexandria R. #18835-0028-00000-02

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Rieder, Ciara R. & Howard, Alexandria R. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

The Easternmost 15.3 feet of Lot 28, YADON'S ADDITION, Sebastian County, Arkansas, filed for record April 15, 1917. Easement Lines to extend or shorten to property line.

LESS AND EXCEPT

The Northern 49.40' of Lot 28, Yadons Addition AND that portion of the above-described easement lying within the footprint of an existing building, said portion containing 394 square feet, more or less, and being as the same existed on the date of this instrument.

Said permanent utility easement as described containing a total of 0.04 acres (1,906 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

	Right of Way Acquisition	1,906± SF 0.04± AC

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

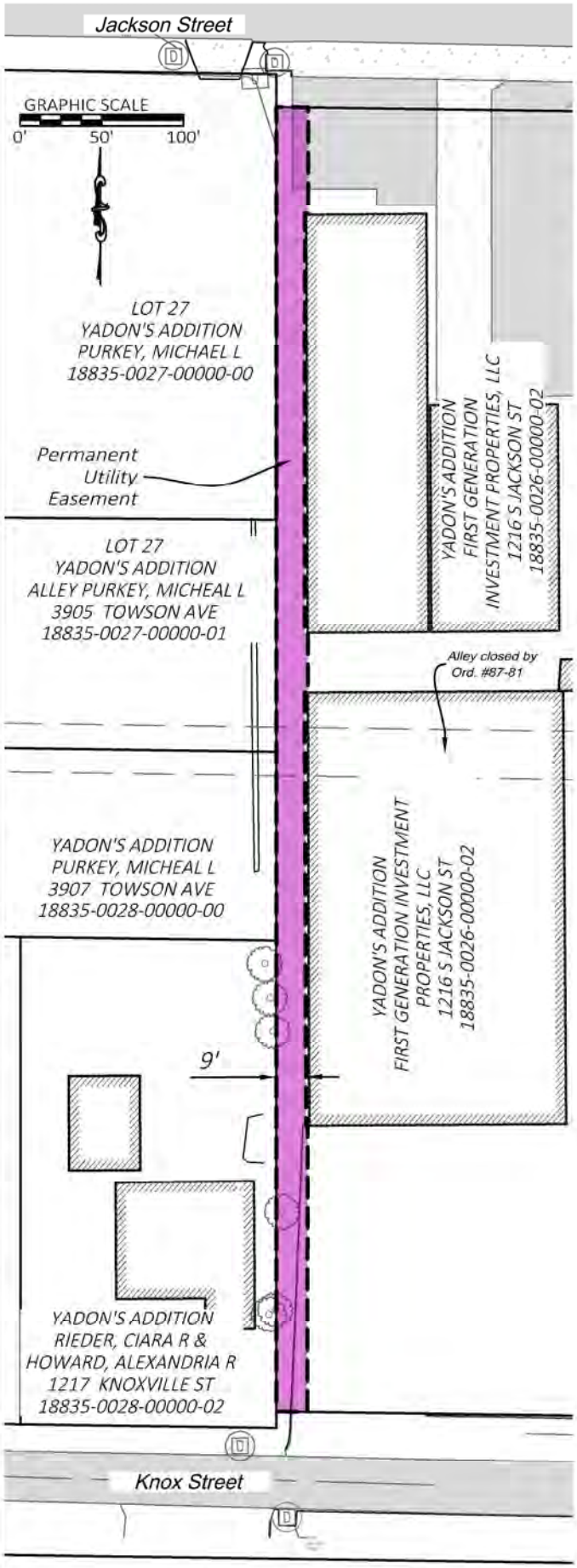
EXHIBIT "A"

PERMANENT UTILITY EASEMENT

CIARA R. RIEDER &
ALEXANDRIA R. HOWARD

PARCEL # 18835-0028-00000-02
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\530000s\539890\001\SURV\CADD\Sheets\539859 SS Easements.dwg Last Modified: Aug 20, 2025 - 4:43pm Plotted on: Aug 20, 2025 - 4:48pm by alh4356



PERMANENT UTILITY EASEMENT

First Generation Investment Properties, LLC. #18835-0026-00000-02

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to First Generation Investment Properties, LLC. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

The Westernmost Nine Feet (9') of Lots 26A & 29, YADON'S ADDITION's Addition, Sebastian County, Arkansas, filed for record April 15, 1917.

LESS AND EXCEPT

That portion of the above-described easement lying within the footprint of an existing metal building, said portion containing 44,319 square feet, more or less, and being as the same existed on the date of this instrument.

Said permanent utility easement as described containing a total of 0.08 acres (3,611 sqft), more or less.

Right of Way Acquisition	3,611± SF 0.08± AC

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

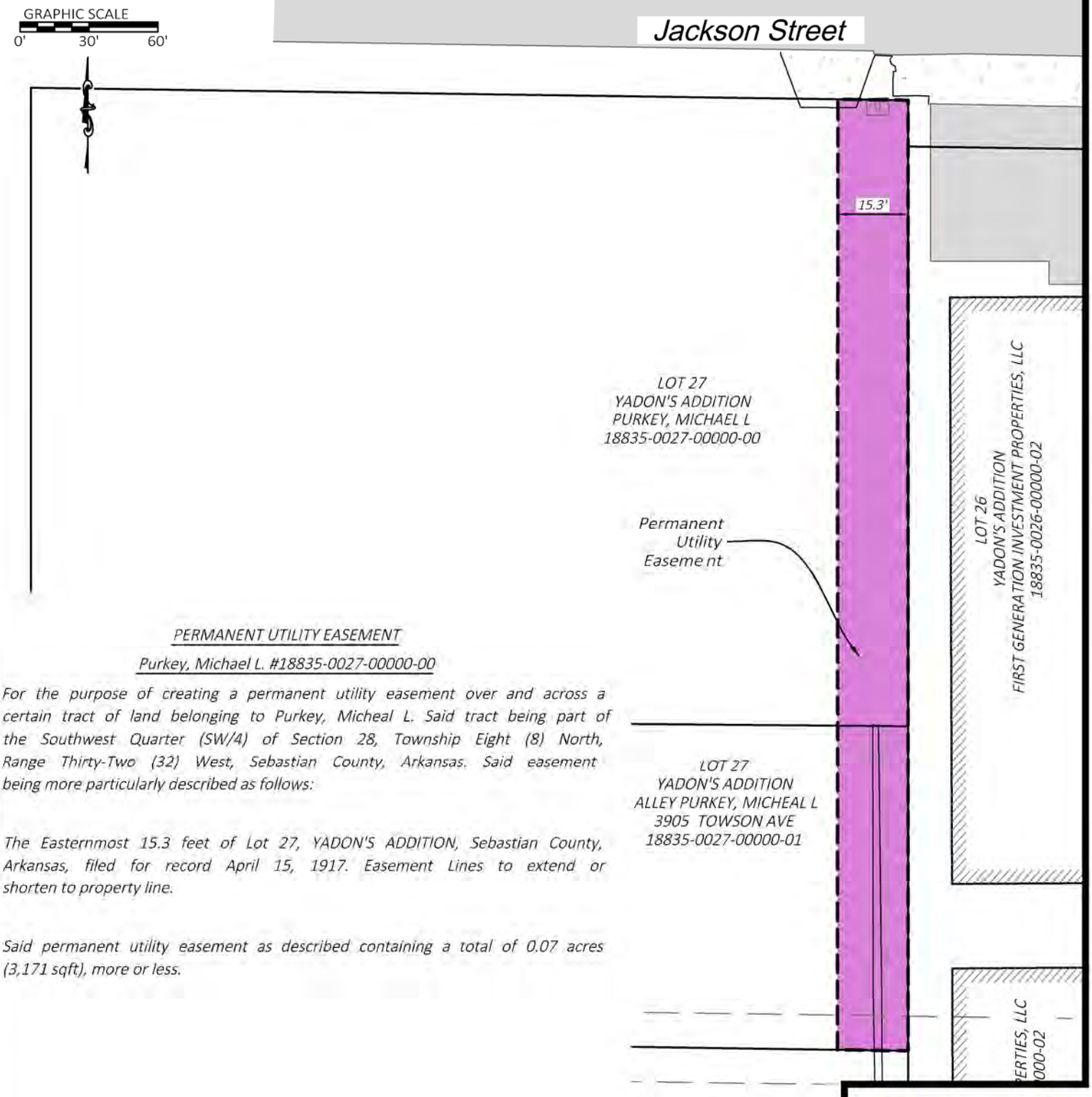
halff
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EXHIBIT "A"

PERMANENT UTILITY EASEMENT

FIRST GENERATION INVESTMENT PROPERTIES, LLC
PARCEL # 18835-0026-00000-02
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SURVICADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 20, 2025 - 4:43pm Plotted on: Aug 20, 2025 - 4:49pm by ah4356



PERMANENT UTILITY EASEMENT

Purkey, Michael L. #18835-0027-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Purkey, Micheal L. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

The Easternmost 15.3 feet of Lot 27, YADON'S ADDITION, Sebastian County, Arkansas, filed for record April 15, 1917. Easement Lines to extend or shorten to property line.

Said permanent utility easement as described containing a total of 0.07 acres (3,171 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT

20' Utility Easement — 2,086± SF / 0.05± AC

NOT A SURVEY OR PLAT

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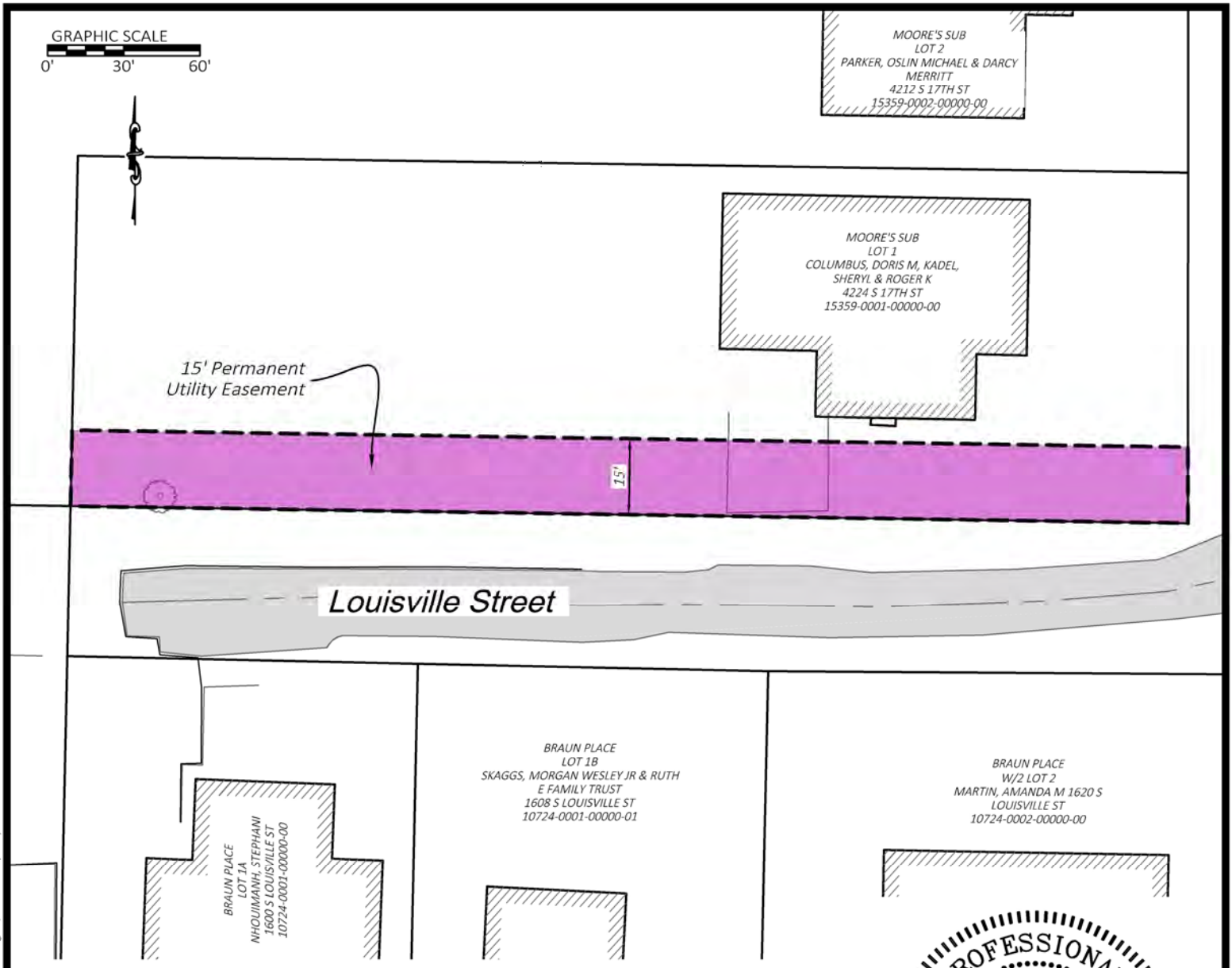
EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MICHAEL L, PURKEY

PARCEL # 18835-0027-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\153000s\153989\001\SURVICADD\Sheets\153959 SS Easements.dwg Last Modified: Aug 20, 2025 - 4:43pm Plotted on: Aug 20, 2025 - 4:46pm by aM356



PERMANENT UTILITY EASEMENT

Columbus, Doris M. & Columbus, David L. #15359-0001-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Columbus, Doris M. & Columbus, David L. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

The Southernmost Fifteen Feet (15') of Lots 1, Moore's Addition, Sebastian County, Arkansas, filed for record March 30, 1954.

Said permanent utility easement as described containing a total of 0.08 acres (3,297 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT

Right of Way Acquisition 3,297± SF 0.08± AC

NOT A SURVEY OR PLAT

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EXHIBIT "A"

15' PERMANENT UTILITY EASEMENT

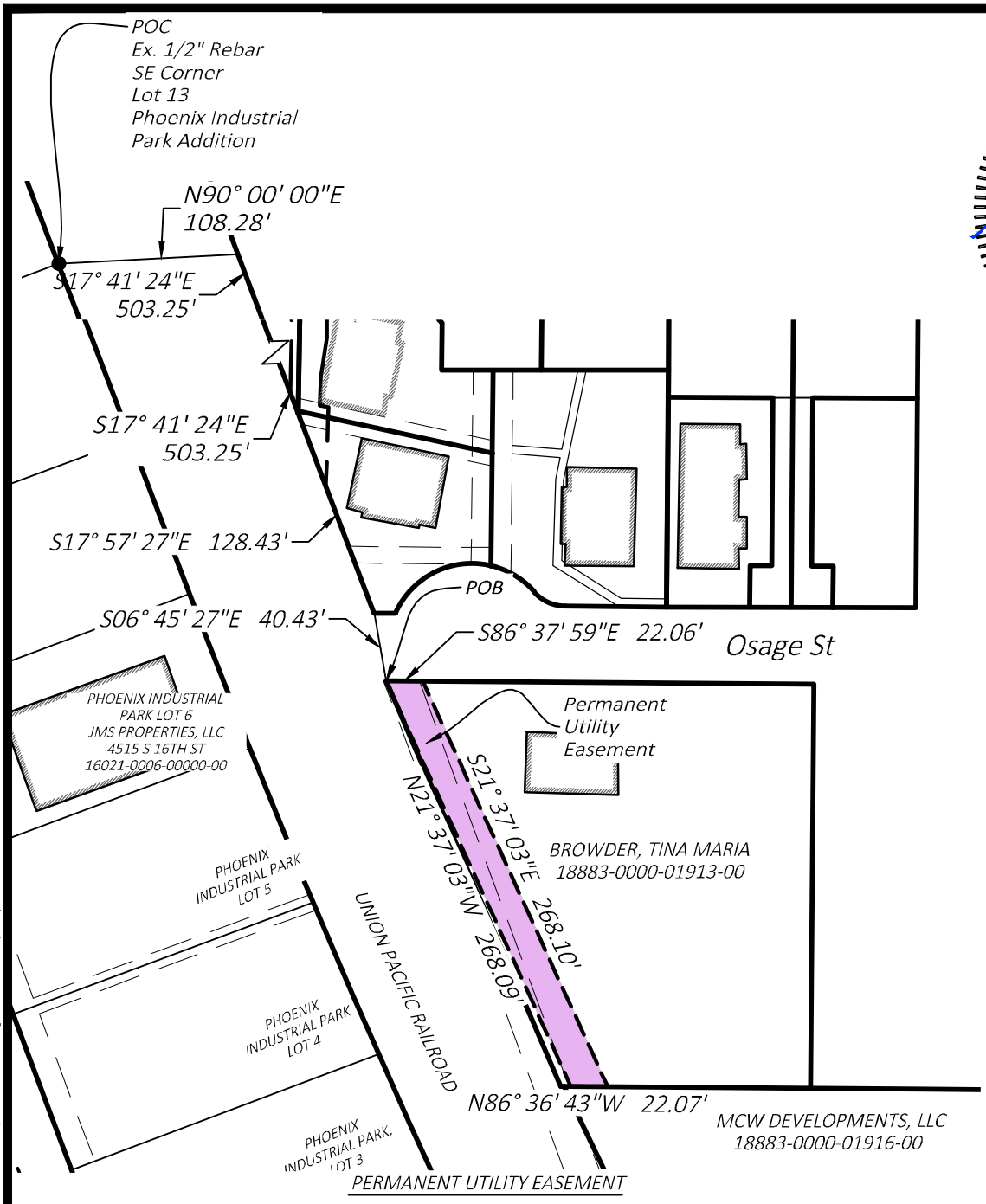
COLUMBUS, DORIS M, KADEL, SHERYL & ROGER K

PARCEL # 15359-0001-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\15300s\15398910011SURVICADD\Sheets\15398 SS Easements.dwg Last Modified: Aug 20, 2025 - 2:45pm Plotted on: Aug 20, 2025 - 3:38pm by ah4356



LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

GRAPHIC SCALE
0' 100' 200'

Browder, Tina Maria #18883-0000-01913-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Browder, Tina Maria. Said tract being part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 13, Replat of Phoenix Industrial Park Addition, Sebastian County, Arkansas, filed for record July 25, 1975; Thence North 90°00'00" East a distance of 108.28 feet to a point on the East right-of-way line of the Union Pacific Railroad; Thence following said right-of-way line South 17°41'24" East a distance of 503.25 feet; Thence South 17°57'27" East a distance of 128.43 feet; Thence South 06°45'27" East a distance of 40.43 feet to the POINT OF BEGINNING; Thence leaving said right-of-way along the Southern right-of-way of Osage Street, South 86°37'59" East a distance of 22.06; Thence leaving said right-of-way, South 21°37'03" East a distance of 268.10 feet to the South line of Browder tract, parcel number 18883-0000-01913-00; Thence along said South line, North 86°36'43" West a distance of 22.07 feet; Thence leaving said South line, North 21°37'03" West a distance of 268.09 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.12 acres (5,362 sqft), more or less.

Utility Easement 5,365± SF 0.12± AC

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EXHIBIT "A"

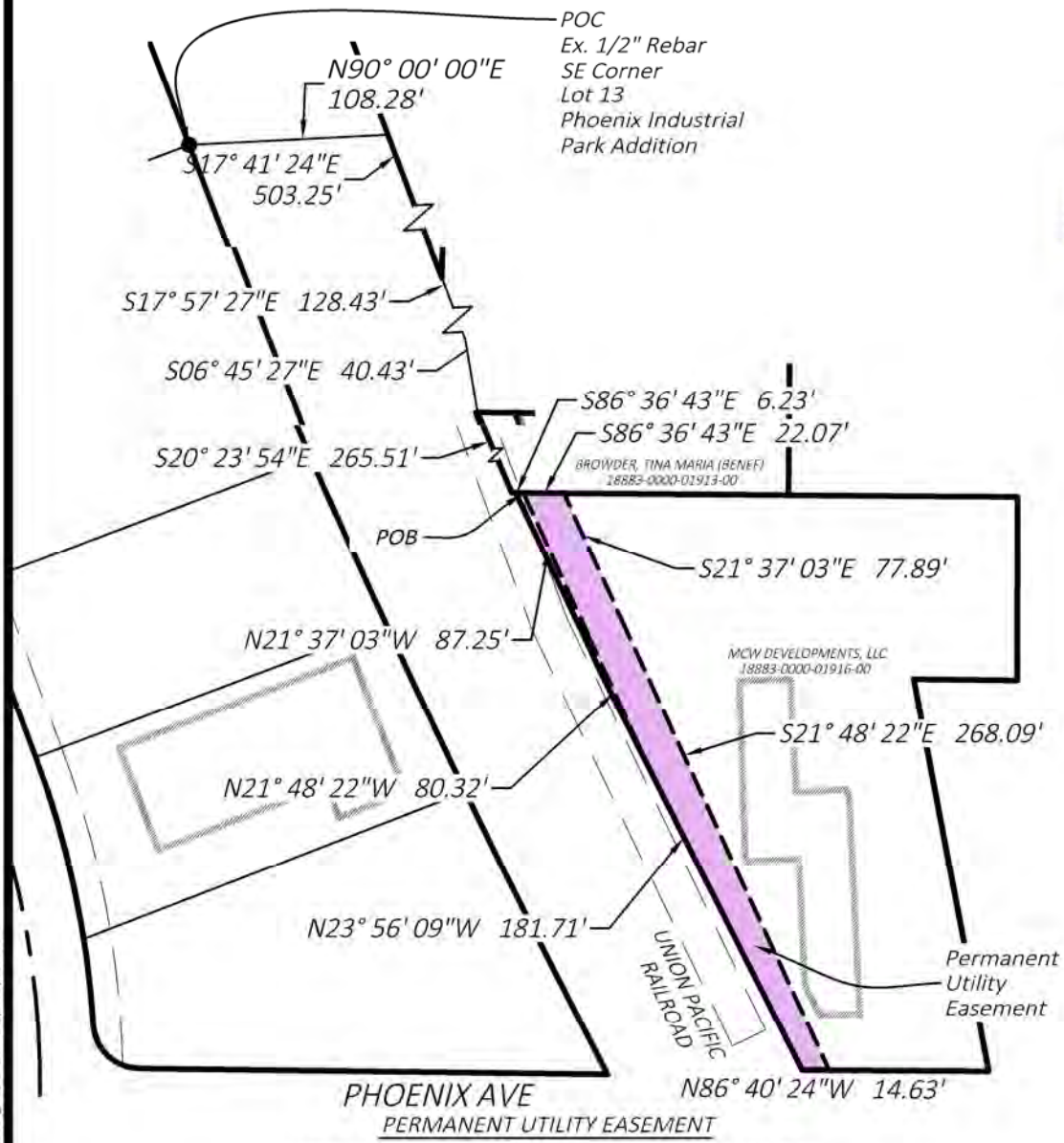
PERMANENT UTILITY EASEMENT

BROWDER, TINA MARIA

PARCEL # 18883-0000-01913-00
Fort Smith, Arkansas
Sheet 1 of 1

497

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:31pm by ah5175



LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

GRAPHIC SCALE
0' 50' 100'

PERMANENT UTILITY EASEMENT

MCW Development, LLC #18883-0000-01916-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to MCW Development, LLC. Said tract being part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 13, Replat of Phoenix Industrial Park Addition, Sebastian County, Arkansas, filed for record July 25, 1975; Thence North 90°00'00" East a distance of 108.28 feet to a point on the East right-of-way line of the Union Pacific Railroad; Thence following said right-of-way line South 17°41'24" East a distance of 503.25 feet; Thence South 17°57'27" East a distance of 128.43 feet; Thence South 06°45'27" East a distance of 40.43 feet; Thence South 20°23'54" East a distance of 265.51 feet to the Southwest corner of the Browder, Tina Maria Tract with the attached parcel number 18883-0000-01913-00; Thence along the South line of said tract South 86°36'43" East a distance of 6.23 feet to the POINT OF BEGINNING; Thence South 86°36'43" East a distance of 22.07 feet; Thence leaving said South line, South 21°37'03" East a distance of 77.89 feet; Thence South 21°48'22" East a distance of 268.09 feet to a point on the South line of the subject tract (MCW); Thence along the South line of said subject tract North 86°40'24" West a distance of 14.63 feet to the Southwest corner of said subject tract; Thence along the West line of said subject tract North 23°56'09" West a distance of 181.71 feet; Thence leaving said West line, North 21°48'22" West a distance of 80.32 feet; Thence North 21°37'03" West a distance of 87.25 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.15 acres (6,318 sqft), more or less.

Utility Easement	6,318± SF 0.15± AC

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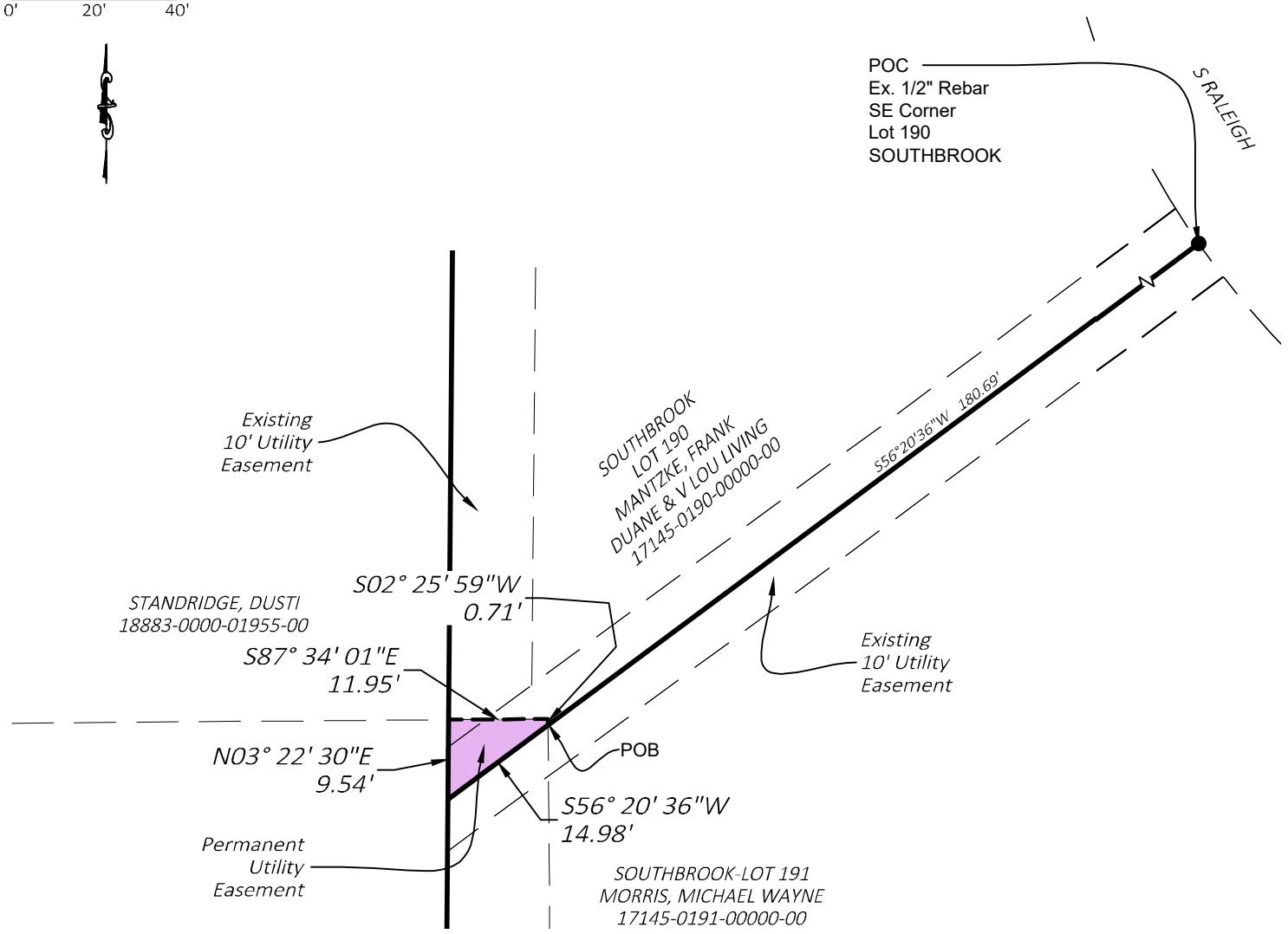
EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MCW DEVELOPMENT, LLC.

PARCEL # 18883-0000-01916-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\153000s\153989\001\SURVICAD\Sheets\153959 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:32pm by ah5175



PERMANENT UTILITY EASEMENT

Mantzke, Frank Duane & V. Lou Living #17145-0190-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Mantzke, Frank Duane & V. Lou Living. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 190, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South property line South 56°20'36" West a distance of 180.69 feet to the POINT OF BEGINNING; Thence continuing along said South line South 56°20'36" West a distance of 14.98 feet to the Southwest corner of said Lot 190; Thence along the West line of said Lot 190 North 03°22'30" East a distance of 9.54 feet; Thence leaving said West line South 87°34'01" East a distance of 11.95 feet; Thence South 02°25'59" West a distance of 0.71 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.001 acres (61 sqft), more or less.

Utility Easement *61± SF* *0.001± AC*

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

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EXHIBIT "A"

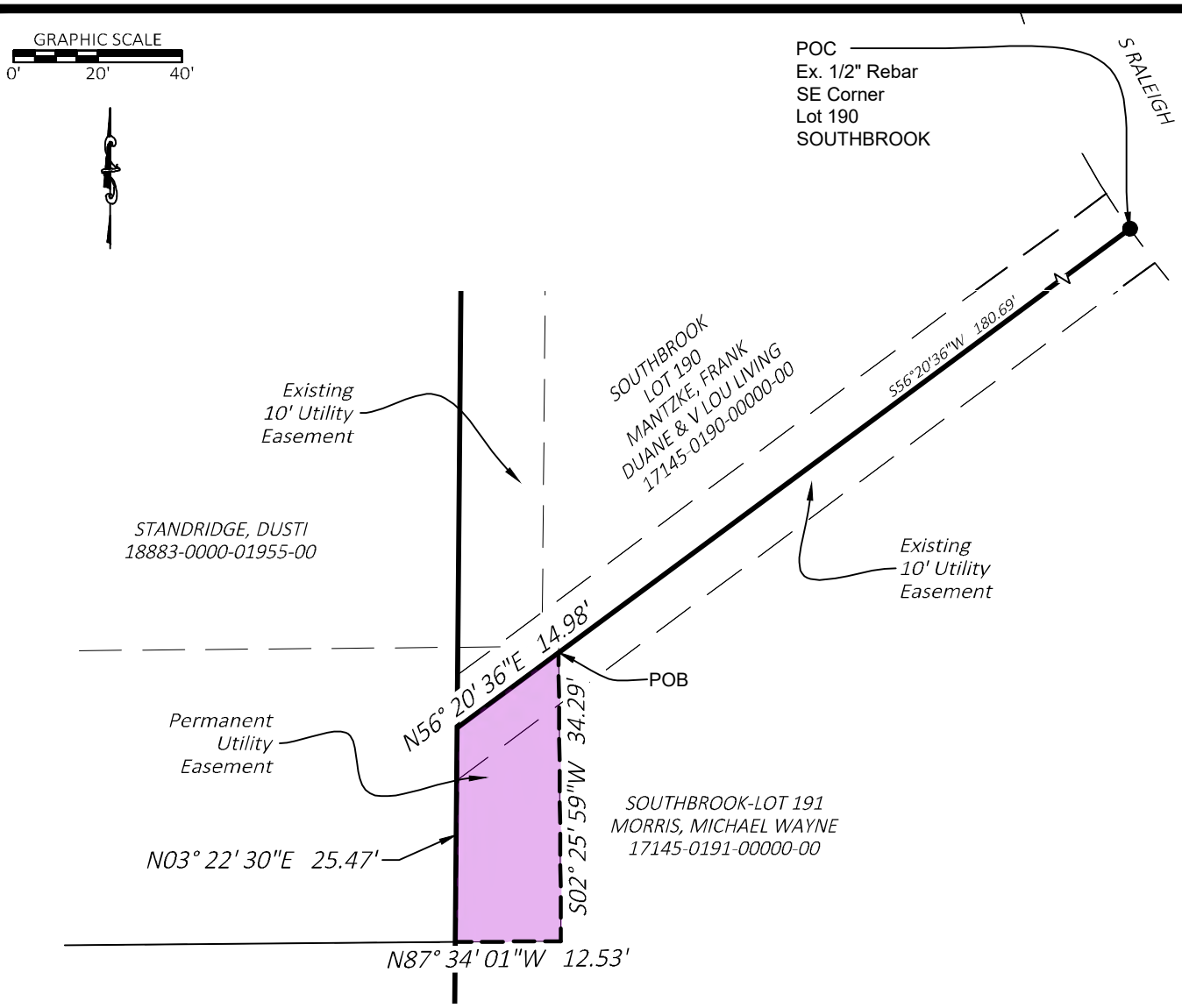
PERMANENT UTILITY EASEMENT

MANTZKE, FRANK DUANE & V LOU

PARCEL # 17145-0190-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

499

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:35pm by ah5175



PERMANENT UTILITY EASEMENT

Morris, Michael Wayne #17145-0191-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Morris, Michael Wayne. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 190, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South property line South 56°20'36" West a distance of 180.69 feet to the POINT OF BEGINNING; Thence leaving said property line South 02°25'59" West a distance of 34.29 feet; Thence North 87°34'01" West a distance of 12.53 feet to the East line of Standridge; Thence along said East line North 03°22'30" East a distance of 25.47 feet to the Southwest corner of the aforementioned Lot 190; Thence along the South line of said Lot, North 56°20'36" East a distance of 14.98 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.008 acres (367 sqft), more or less.

Utility Easement *367± SF* *0.008± AC*

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

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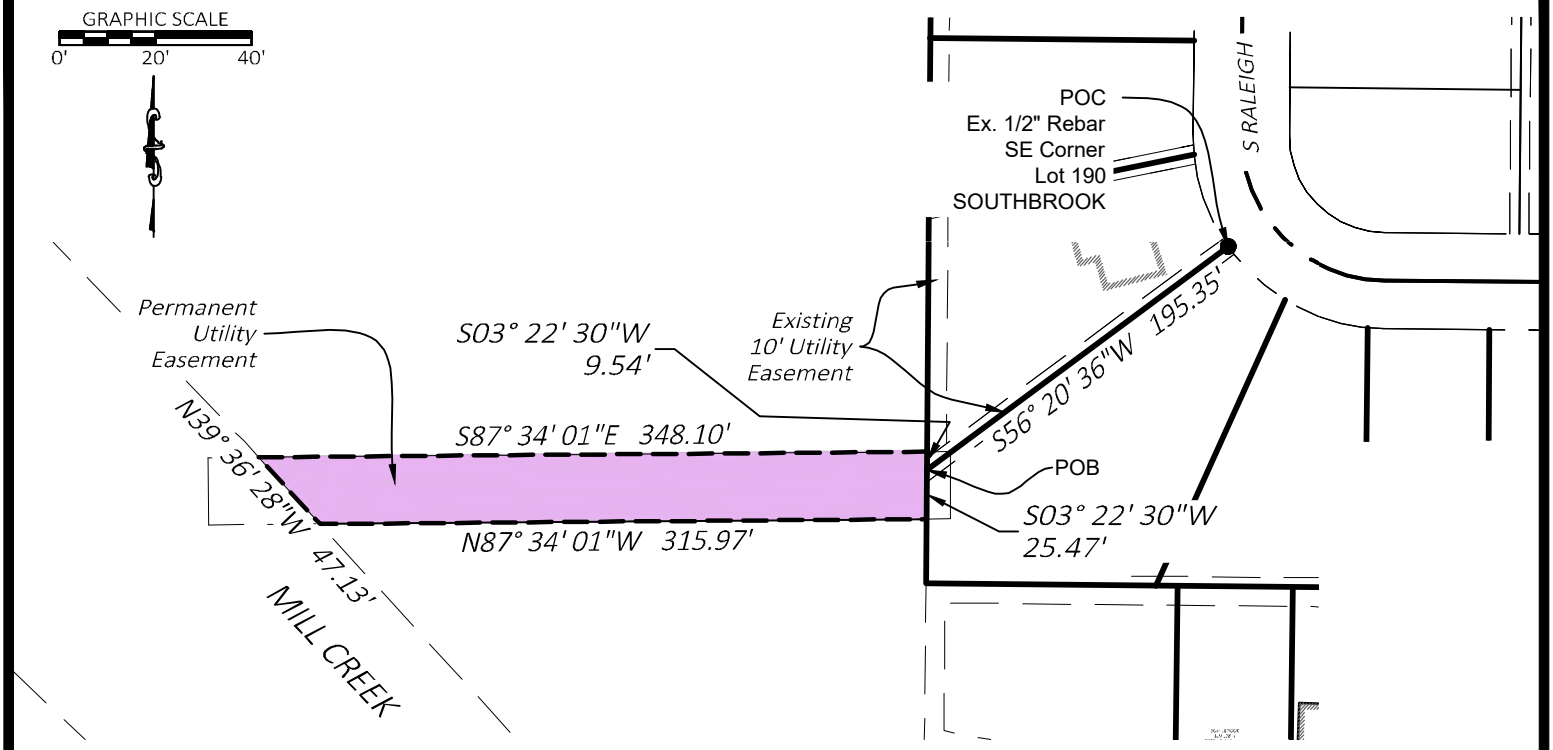
EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MORRIS, MICHAEL WAYNE

PARCEL # 17145-0191-00000-00
Fort Smith, Arkansas **500**
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:35pm by ah5175



PERMANENT UTILITY EASEMENT

Standridge, Dusti #18883-0000-01955-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Standridge, Dusti. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 190, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South property line, South 56°20'36" West a distance of 195.35 feet to the Southwest corner of said Lot and the POINT OF BEGINNING; Thence along the West line of Lot 191, South 03°22'30" West a distance of 25.47 feet; Thence leaving said West line, North 87°34'01" West a distance of 315.97 feet to a point on the East line of Mill Creek drainage easement; Thence along said East line, North 39°36'28" West a distance of 47.13 feet; Thence leaving said East line, South 87°34'01" East a distance of 348.10 feet to the West line of the aforementioned Lot 190; Thence along said West line of said Lot, South 03°22'30" West for a distance of 9.54 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.3 acres (11,621 sqft), more or less.

Utility Easement — 11,621± SF / 0.3± AC

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

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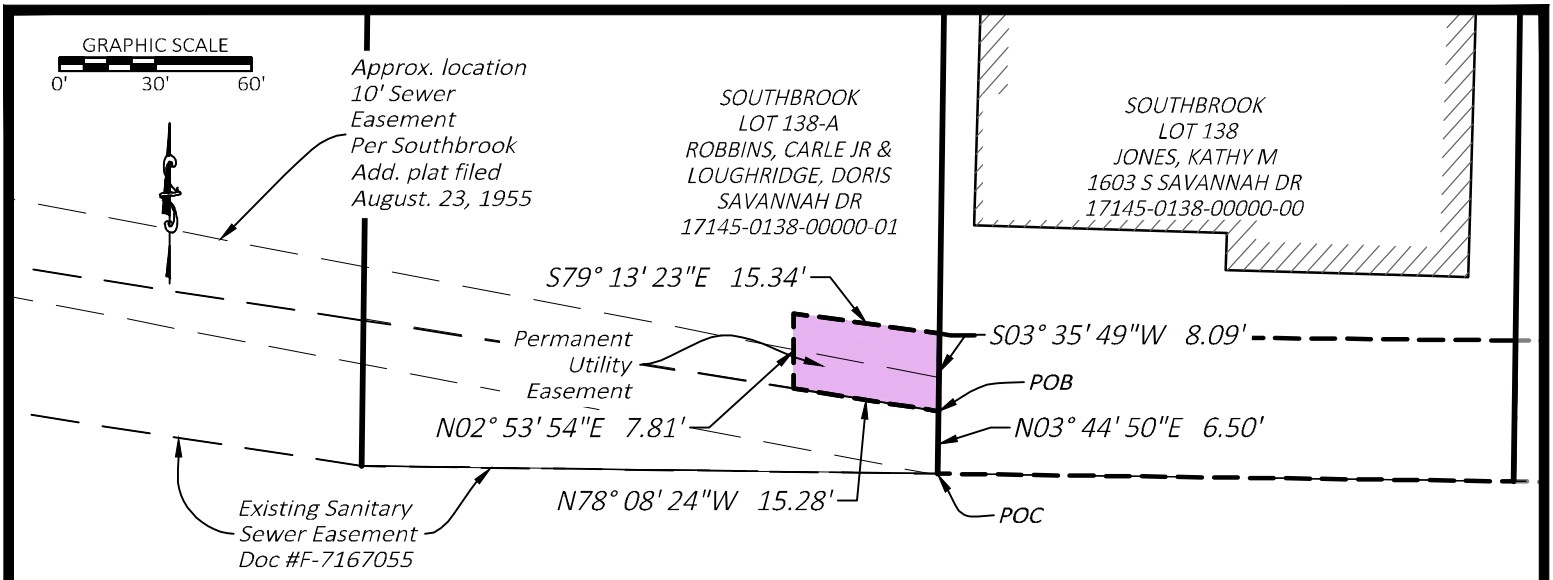
EXHIBIT "A"

PERMANENT UTILITY EASEMENT

STANDRIDGE, DUSTI

PARCEL # 18883-0000-01955-00
Fort Smith, Arkansas **501**
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:38pm by ah5175



S. Savannah Street

SOUTHBROOK LOT 139-A NEWBOLD, WILLIAM R TRUSTEE 1600 S SAVANNAH DR 17145-0139-00000-01

SOUTHBROOK LOT 139 WRIGHT, LAMAR J 1604 S SAVANNAH DR 17145-0139-00000-00

PERMANENT UTILITY EASEMENT

Robbins, Carle Jr. & Loughridge, Doc #17145-0138-00000-01

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Robbins, Carle Jr. & Loughridge, Dor. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCEING at the Southeast Corner of Lot 138A, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the East line of said Lot, North 03°44'50" East a distance of 6.50 feet to the POINT OF BEGINNING; Thence leaving said East line, North 78°08'24" West a distance of 15.28 feet; Thence North 02°53'54" East a distance of 7.81 feet; Thence South 79°13'23" East a distance of 15.34 feet to the East line of the aforementioned Lot 138A; Thence along said East line, South 03°35'49" West a distance of 8.09 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.005 acres (235 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

Right of Way Acquisition 235± SF 0.005± AC

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EXHIBIT "A"

PERMANENT UTILITY EASEMENT

ROBBINS, CARLE JR & LOUGHRIDGE, DORIS

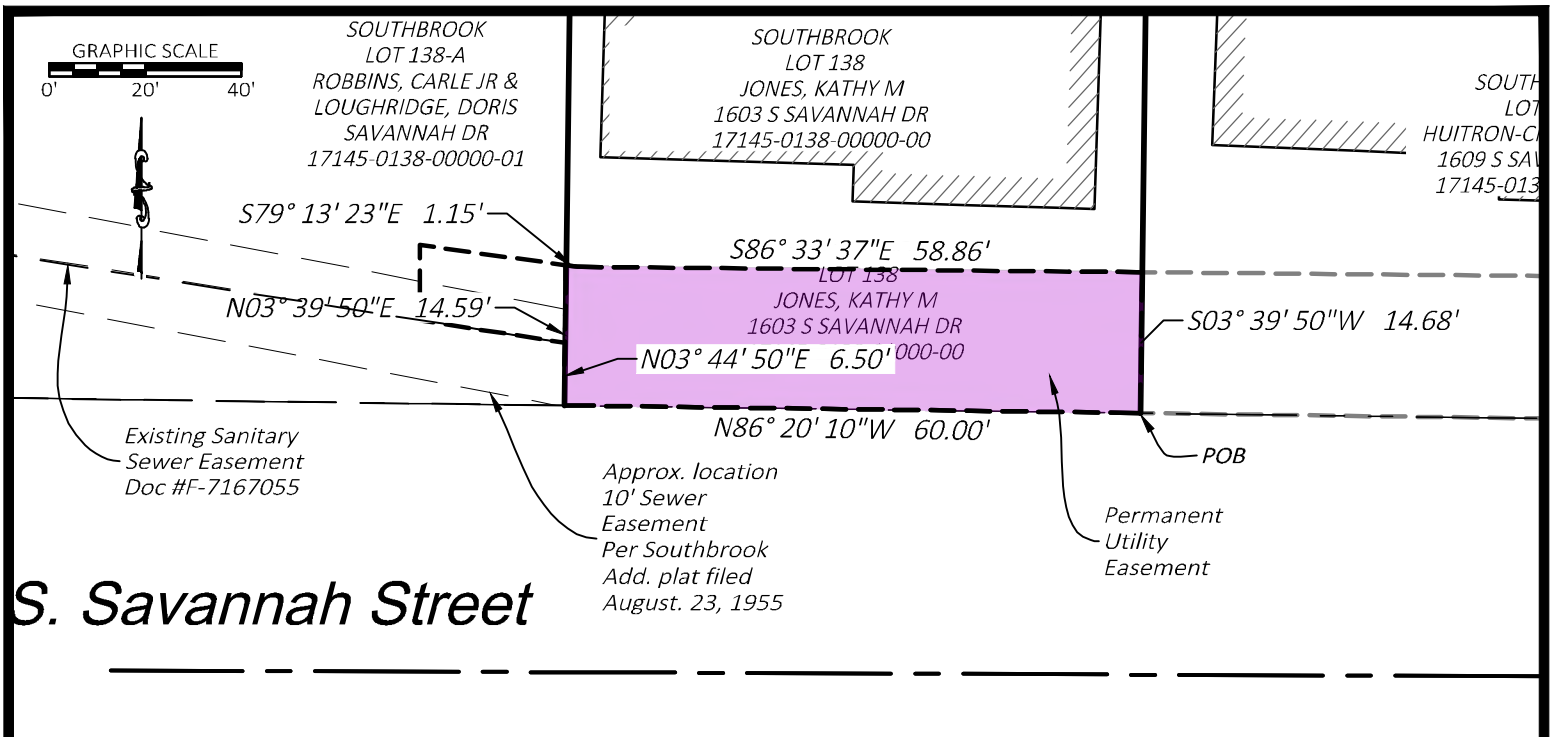
PARCEL # 17145-0138-00000-01

Fort Smith, Arkansas

Sheet 1 of 1

502

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:39pm by ah5175



SOUTHBROOK
LOT 139-A
NEWBOLD, WILLIAM R TRUSTEE 1600 S
SAVANNAH DR 17145-0139-00000-01

SOUTHBROOK
LOT 139
WRIGHT, LAMAR J 1604 S
SAVANNAH DR
17145-0139-00000-00

SOUTHBROOK
LOT 140
COMBS, JUDY A
1606 S SAVANNAH DR
17145-0140-00000-00

PERMANENT UTILITY EASEMENT

Jones, Kathy M. #17145-0138-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Jones, Kathy M. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 138, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 60.00 feet to the Southwest corner of said Lot; Thence along the West line of said Lot 138, North 03°39'50" East a distance of 14.59 feet; Thence leaving said West line, South 79°13'23" East a distance of 1.15 feet; Thence South 86°33'37" East a distance of 58.86 feet to the East line of said Lot; Thence along said East line, South 03°39'50" West a distance of 14.68 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.02 acres (874 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

Right of Way Acquisition 874± SF 0.02± AC

NOT A SURVEY OR PLAT

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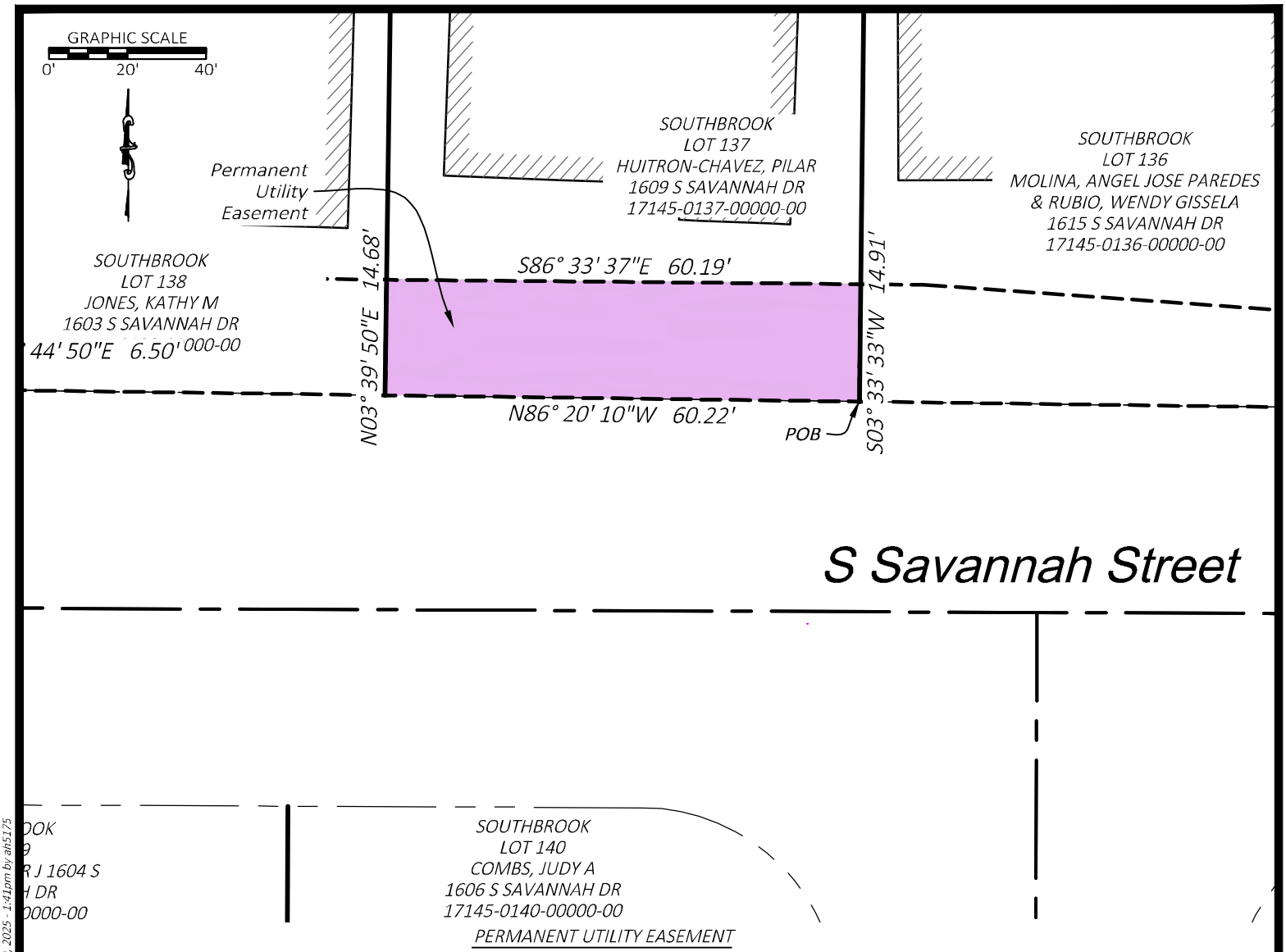
EXHIBIT "A"

PERMANENT UTILITY EASEMENT

JONES, KATHY M

PARCEL # 17145-0138-00000-00
Fort Smith, Arkansas 503
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:40pm by ah5175



PERMANENT UTILITY EASEMENT

Huitron-Chavez, Pilar #17145-0137-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Huitron-Chavez, Pilar. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 137, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 60.22 feet to the Southwest corner of said Lot 137; Thence along the West line of said lot, North 03°39'50" East a distance of 14.68 feet; Thence leaving said West line, South 86°33'37" East a distance of 60.19 feet to the East line of said Lot; Thence along the said East line, South 03°33'33" West a distance of 14.91 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.02 acres (890 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

Right of Way Acquisition — 890± SF / 0.02± AC

NOT A SURVEY OR PLAT

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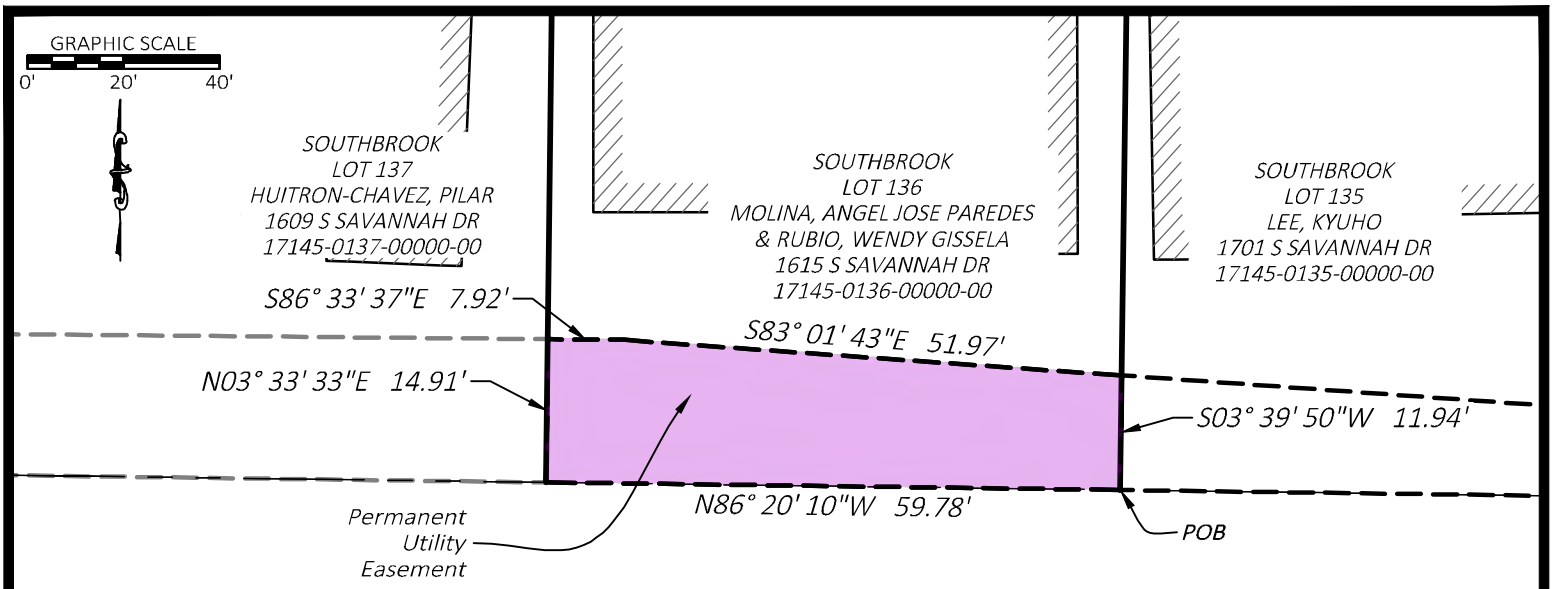
EXHIBIT "A"

XX' PERMANENT UTILITY EASEMENT

HUITRON-CHAVEZ, PILAR

PARCEL # 17145-0137-00000-00
Fort Smith, Arkansas

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:41pm by ah5175



PERMANENT UTILITY EASEMENT

Molina, Angel Jose #17145-0136-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Molina, Angel Jose. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 136, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 59.78 feet to the Southeast corner of Said Lot 136; Thence along the West line of said Lot, North 03°33'33" East a distance of 14.91 feet; Thence leaving said West line, South 86°33'37" East a distance of 7.92 feet; Thence South 83°01'43" West a distance of 51.97 feet to the East line of said Lot; Thence along said East line, South 03°39'50" West a distance of 11.94 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.02 acres (815 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

Right of Way Acquisition 815± SF 0.02± AC

NOT A SURVEY OR PLAT

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EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MOLINA, ANGEL JOSE PAREDES & RUBIO, WENDY GISSELA

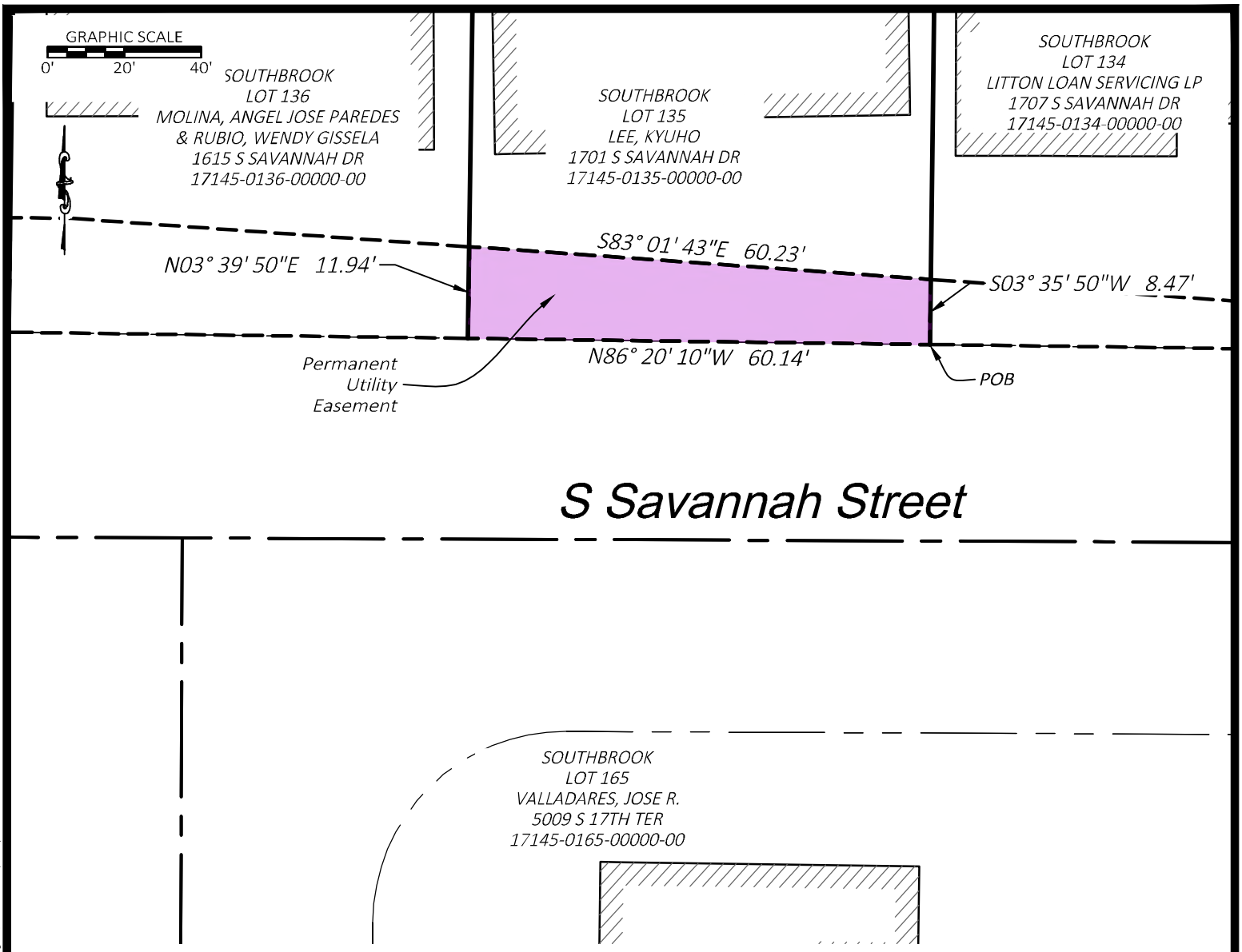
PARCEL # 17145-0136-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

505

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:41pm by ah5175



PERMANENT UTILITY EASEMENT

Lee, Kyuho #17145-0135-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Lee, Kyuho. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 135, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 60.14 feet to the Southwest corner of said Lot 135; Thence along the West line of said Lot, North 03°39'50" East a distance of 11.94 feet; Thence leaving said West line, South 83°01'43" East a distance of 60.23 feet to the East line of said Lot 135; Thence along said East line, South 03°35'50" West a distance of 8.47 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.02 acres (613 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

	Right of Way Acquisition	613± SF 0.02± AC

NOT A SURVEY OR PLAT

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

LEE, KYUHO

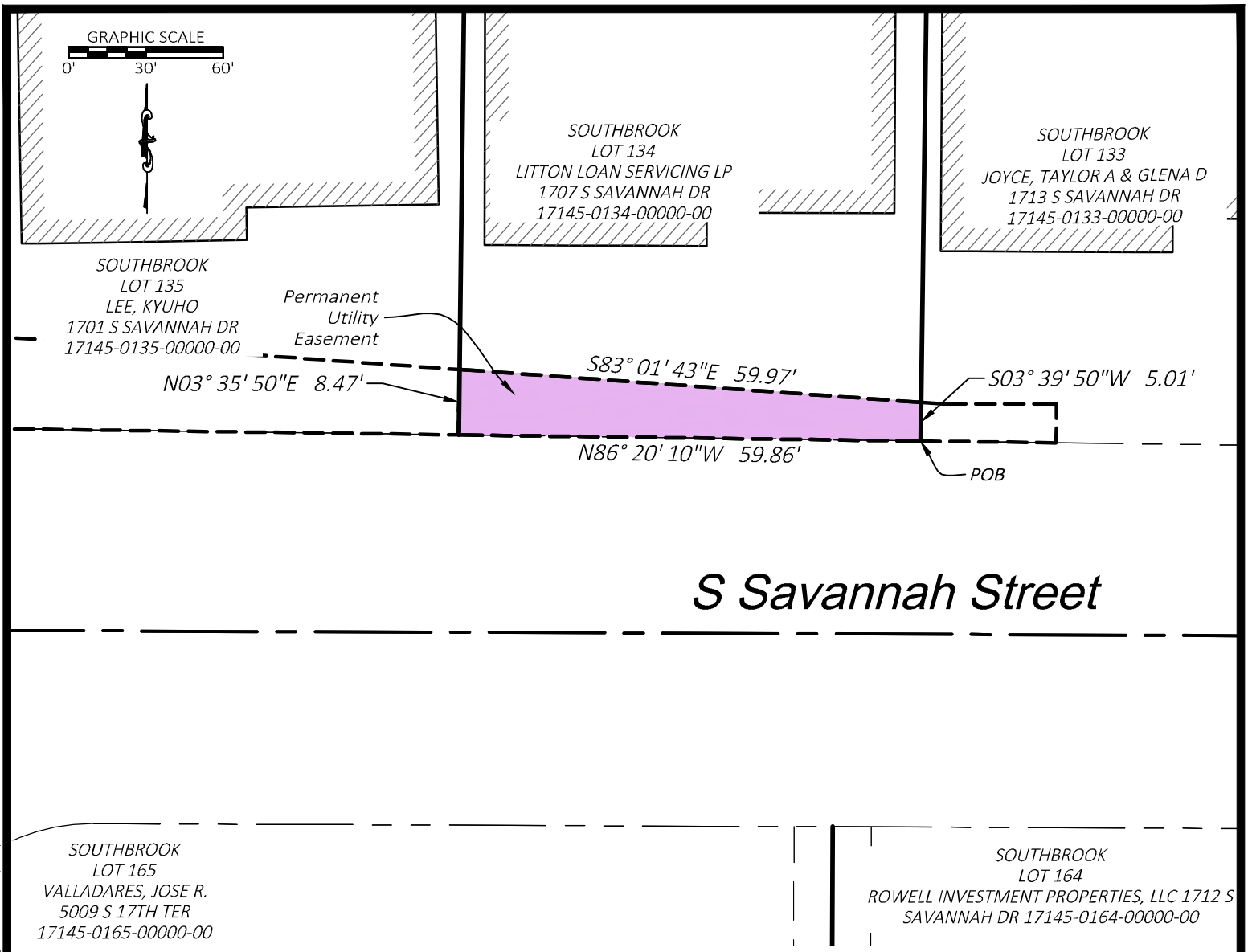
PARCEL # 17145-0135-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

506

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:42pm by ah5175



PERMANENT UTILITY EASEMENT

Litton Loan Servicing LP #17145-0134-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Litton Loan Servicing LP. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 134, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 59.86 feet to the Southwest corner of said Lot 134; Thence along the West line of said Lot, North 03°35'50" East a distance of 8.47 feet; Thence leaving said West line, 83°01'43" East a distance of 59.97 feet to the East line of said Lot 134; Thence along said East line, South 03°39'50" West a distance of 5.01 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.009 acres (403 sqft), more or less.

	Right of Way Acquisition	403± SF 0.009± AC

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

LITTON LOAN SERVICING LP

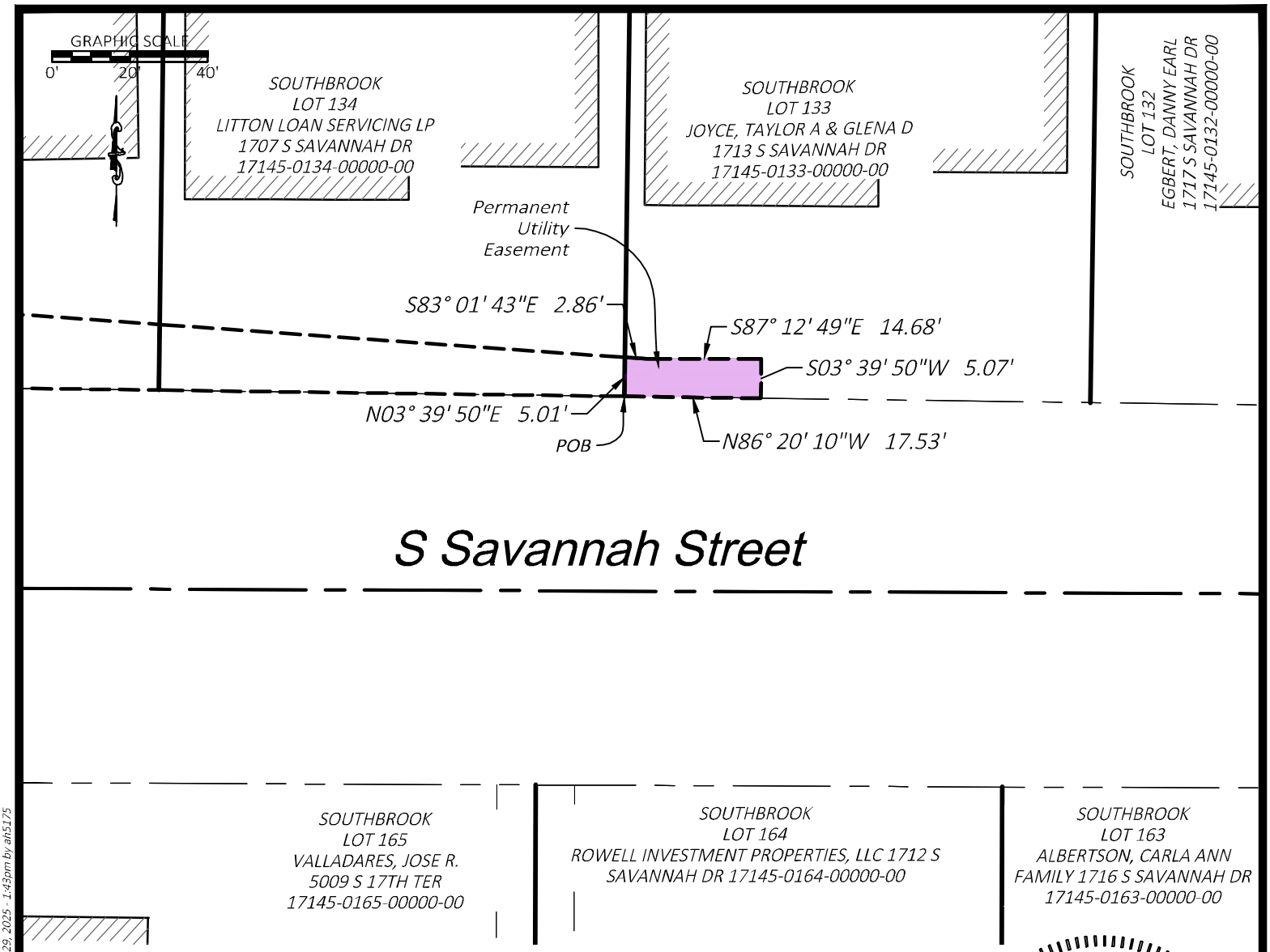
PARCEL # 17145-0134-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

507

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:43pm by ah5175



PERMANENT UTILITY EASEMENT

Joyce, Taylor A. & Glena A. #17145-0133-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Joyce, Taylor A. & Glena A. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southwest Corner of Lot 133, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the West line of said Lot, North 03°39'50" East a distance of 5.01 feet; Thence leaving said West line, South 83°01'43" East a distance of 2.86 feet; Thence South 87°12'49" East a distance of 14.68 feet; Thence South 03°39'50" West a distance of 5.07 feet to the South line of Said Lot 133; Thence along said South line, North 86°20'10"West a distance of 17.53 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.002 acres (86 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

Right of Way Acquisition — 86± SF / 0.002± AC

NOT A SURVEY OR PLAT

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

EXHIBIT "A"

XX' PERMANENT UTILITY EASEMENT

JOYCE, TAYLOR A & GLENA D

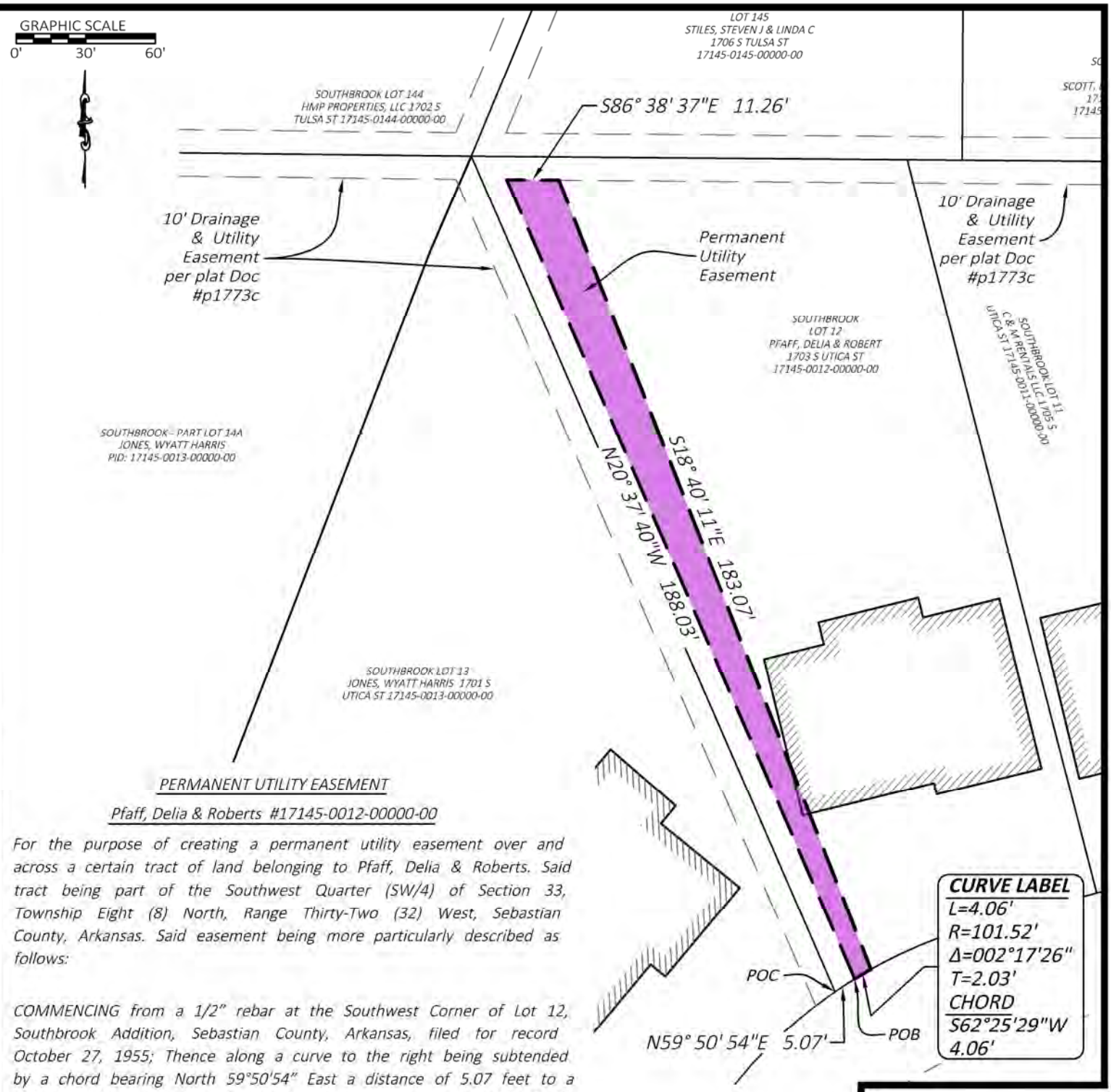
PARCEL # 17145-0133-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

508

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:43pm by ah5175



PERMANENT UTILITY EASEMENT

Pfaff, Delia & Roberts #17145-0012-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Pfaff, Delia & Roberts. Said tract being part of the Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southwest Corner of Lot 12, Southbrook Addition, Sebastian County, Arkansas, filed for record October 27, 1955; Thence along a curve to the right being subtended by a chord bearing North 59°50'54" East a distance of 5.07 feet to a point on the West line of an existing easement and the POINT OF BEGINNING; Thence along the West line of said easement North 20°37'40" West a distance of 188.03 feet to the South line of an existing draiange easement along the North line of said Lot 12; Thence along the South line of said easement North 86°38'37" West a distance of 11.26 feet; Thence leaving said easement line South 18°40'11" East a distance of 183.07 feet to a point on the South line of said Lot 12; Thence along a curve to the right having a radius of 101.52 feet and being subtended by a chord bearing South 62°25'29" West a distance of 4.06 feet to the POINT OF BEGINNING;

Said permanent utility easement as described containing a total of 0.03 acres (1,333 sqft), more or less.

	Right of Way Acquisition	1,333± SF 0.03± AC

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

halff

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

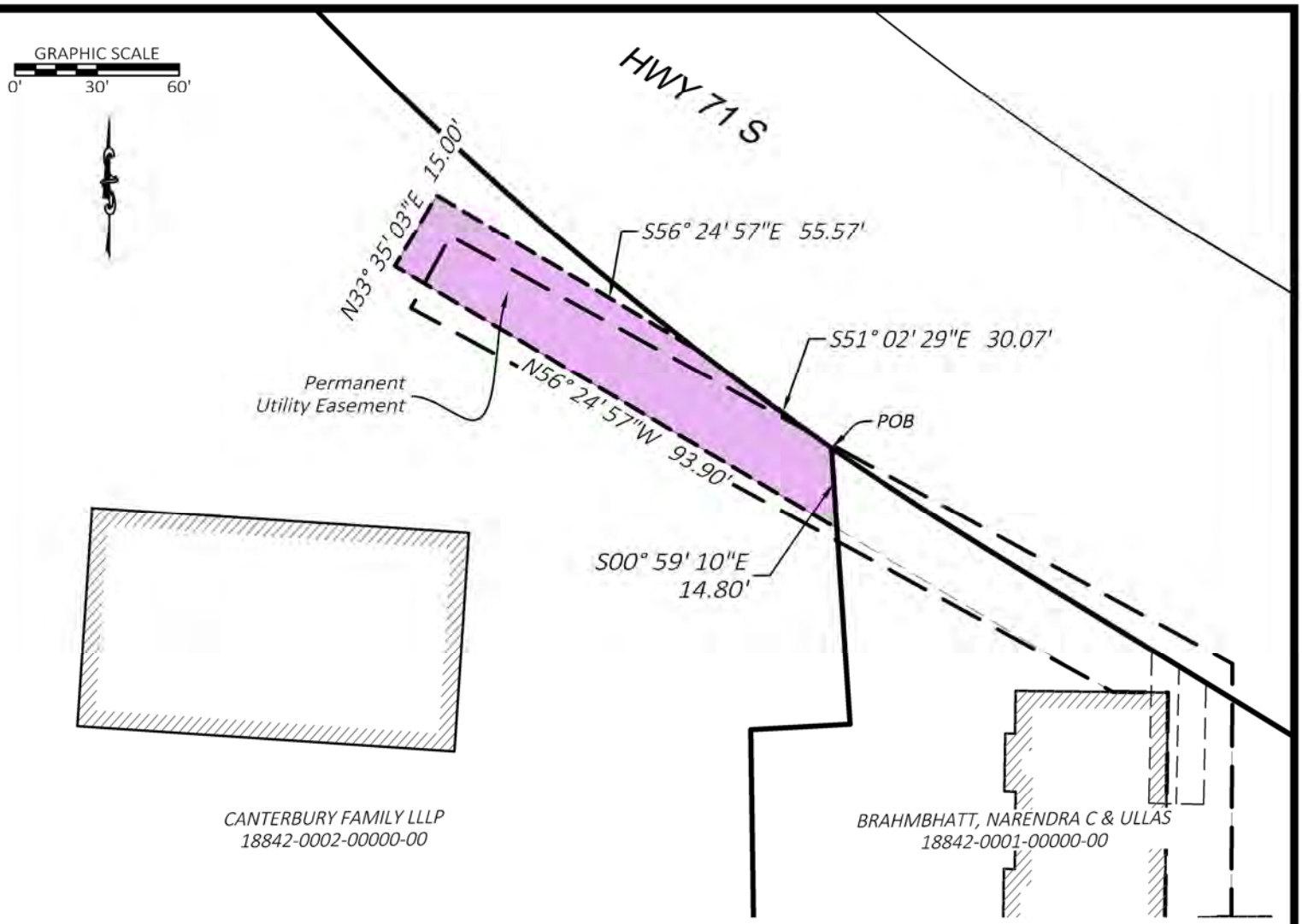
EXHIBIT "A"

XX' PERMANENT UTILITY EASEMENT

PFAFF, DELIA & ROBERT

PARCEL # 17145-0012-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\S\RVT\CAD\Sheets\53989 SS Easements.dwg Last Modified: Aug 25, 2025 - 2:25pm Plotted on: Aug 25, 2025 - 2:43pm by ah4356



PERMANENT UTILITY EASEMENT

Canterbury Family LLLP #18842-0002-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Canterbury Family LLLP. Said tract being part of the Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Northeast corner of Tract 2, York Addition, Sebastian County, Arkansas, filed for record January 4, 1984; Thence along the East line of said tract, South 00°59'10" East a distance of 14.80 feet; Thence leaving said East line, North 56°24'57" West a distance of 93.90 feet; Thence North 33°35'03" East a distance of 15.00 feet; Thence South 56°24'57" East a distance of 55.57 feet to a point on the North line of said tract; Thence along said North line, South 51°02'29" East a distance of 30.07 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.03 acres (1,292sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

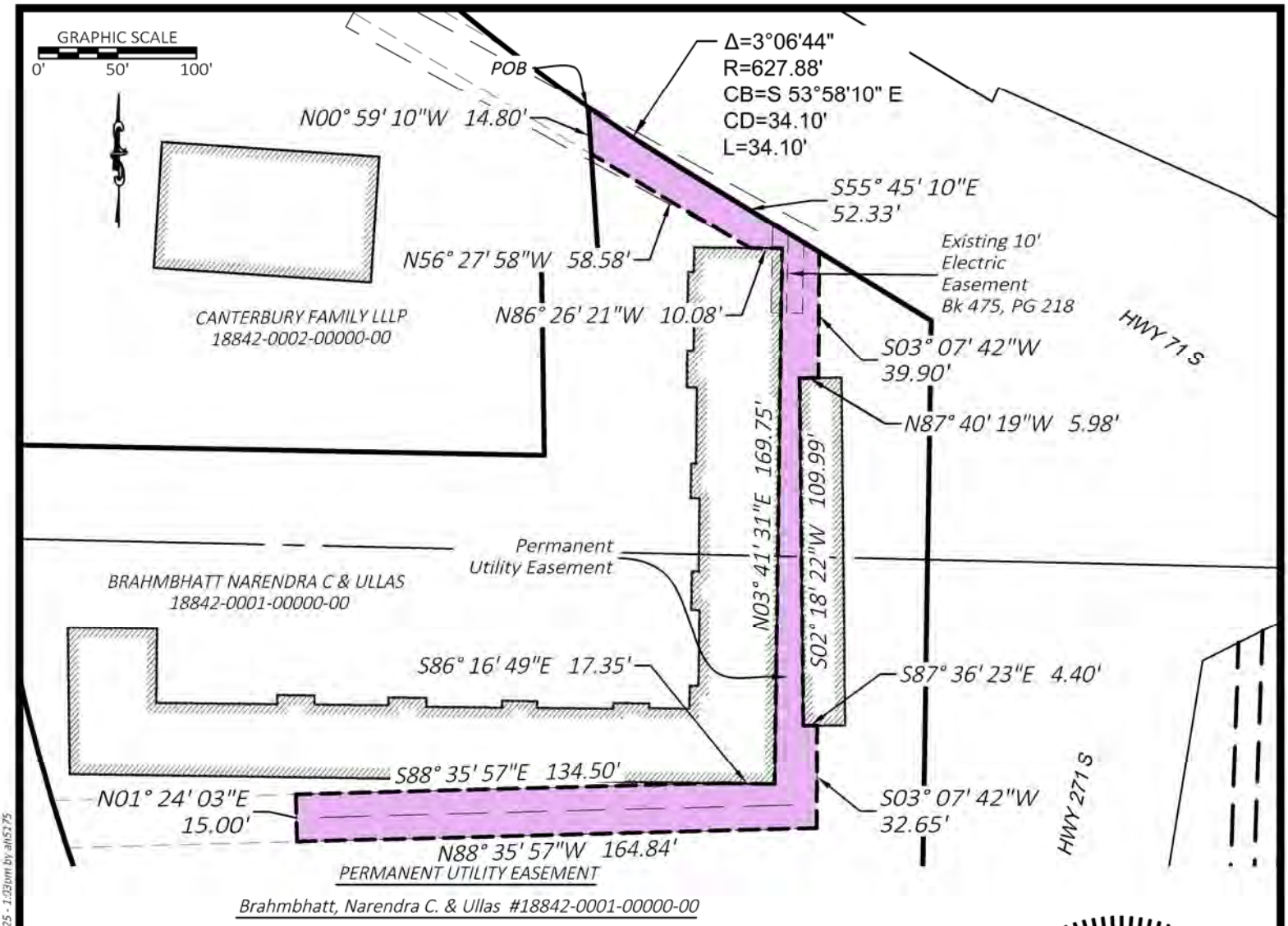
CANTERBURY FAMILY LLLP
PARCEL # 18842-0002-00000-00

Fort Smith, Arkansas
Sheet 1 of 1

Right of Way Acquisition *1,292± SF* *0.03± AC*

NOT A SURVEY OR PLAT

Drawing Name: A:\53000s\53989\001\SURVICAD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:48am Plotted on: Aug 29, 2025 - 1:01pm by ah5175



PERMANENT UTILITY EASEMENT

Brahmbhatt, Narendra C. & Ullas #18842-0001-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Brahmbhatt, Narendra C. & Ullas. Said tract being part of the Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Northwest corner of Tract 1 York Addition, Sebastian County, Arkansas, filed for record April 1, 1983, said point also being on the Southernmost right-of-way of Highway 71 South; Thence along said right-of-way along a curve to the left for a distance of 34.10 feet, said curve having a radius of 627.88 feet and being subtended by a chord bearing and distance of South 53°58'10" East 34.10 feet; Thence continuing along said right-of-way, South 55°45'10" East a distance of 52.33 feet; Thence leaving said right-of-way, South 03°07'42" West a distance of 39.90 feet to the North face of the Easternmost apartment building (Stonewall Jackson Inn); Thence along said North face, North 87°40'19" West a distance of 5.98 feet to the Northwest corner of said building; Thence along the West face of said building, South 02°18'22" West a distance of 109.99 feet to the Southwest corner of said building; Thence along the South face of said building, South 87°36'23" East a distance of 4.40 feet; Thence leaving said South face, South 03°07'42" West a distance of 32.65 feet; Thence North 88°35'57" West a distance of 164.84 feet; Thence North 01°24'03" East a distance of 15.00 feet; Thence South 88°35'57" East a distance of 134.50 feet to a point on the South face of the Westernmost apartment building (Stonewall Jackson Inn); Thence along said South face, South 86°16'49" East a distance of 17.35 feet to the Southeast corner of said Western building; Thence along the East face of said building, North 03°41'31" East a distance of 169.75 feet to the Northeast corner of said building; Thence along the North face of said building, North 86°26'21" West a distance of 10.08 feet; Thence leaving the North face of said building North 56°27'58" West a distance of 58.58 feet; Thence North 00°59'10" West a distance of 14.80 to the POINT OF BEGINNING. Said permanent utility easement as described containing a total of 0.11 acres (4,792 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-25-25
AARON ST. AMANT

	Right of Way Acquisition	4,792± SF 0.11± AC

NOT A SURVEY OR PLAT

halff

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5704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
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EXHIBIT "A"

PERMANENT UTILITY EASEMENT

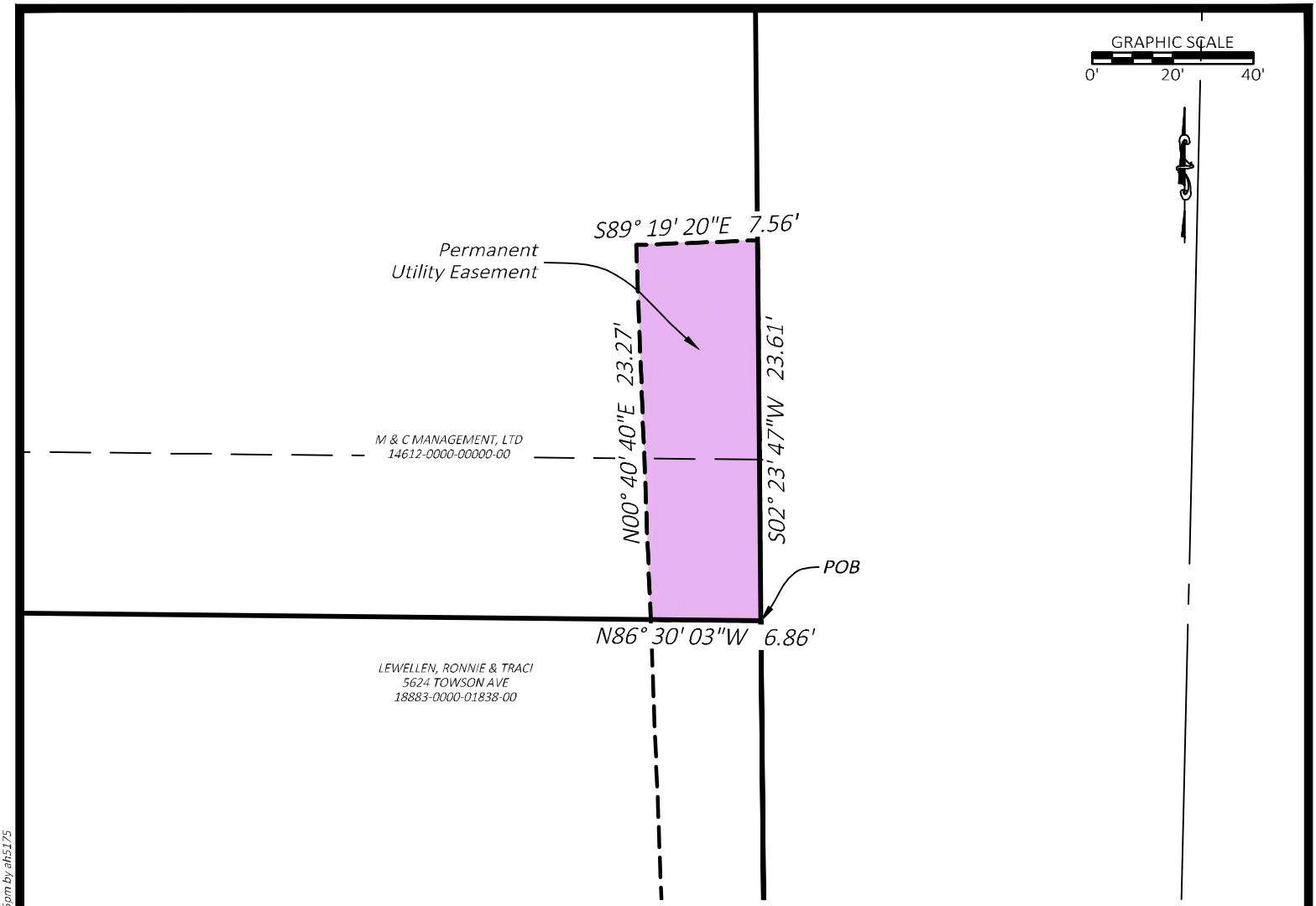
BRAHMBHATT NARENDRA C & ULLAS

PARCEL # 18842-0001-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: k:\53000s\53989\001\SURVICAD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 1:03pm by ahS175



PERMANENT UTILITY EASEMENT

M & C Management, LTD. #14612-0000-00000-00

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

BEGINNING at the Southeast corner of said M & C tract; Thence along the South property line of said tract North 86°30'03" West a distance of 6.86 feet; Thence leaving said property line North 00°40'40" East a distance of 23.27 feet; Thence South 89°19'20" East a distance of 7.56 to a point on the East property line of said tract; Thence South 02°23'47" West a distance of 23.61 feet to the POINT OF BEGINNNG.

Said permanent utility easement as described containing a total of 0.003 acres (169 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

Right of Way Acquisition 169± SF 0.003± AC

NOT A SURVEY OR PLAT

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

M & C MANAGEMENT, LTD

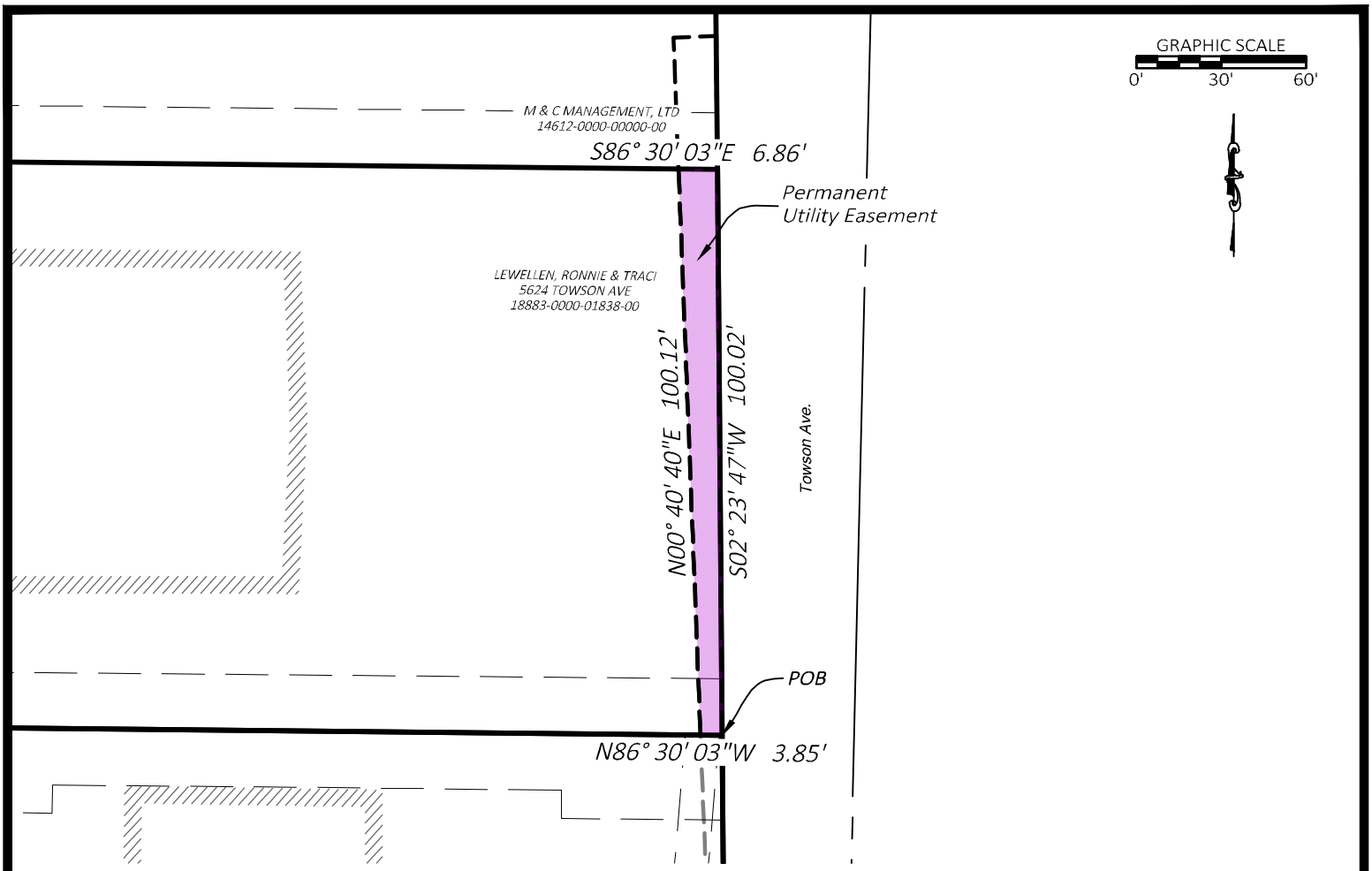
PARCEL # 14612-0000-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

512

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 1:05pm by ah5175



PERMANENT UTILITY EASEMENT

Lewellen, Ronnie & Traci. #18883-0000-01838-00

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

BEGINNING at the Southeast corner of said Lewellen tract; Thence along the South property line of said tract, North 86°30'03" West a distance of 3.85 feet; Thence leaving said property line, North 00°40'40" East a distance of 100.12 feet to a point on the North property line of said tract; Thence along said North property line, South 86°30'03" East a distance of 6.86 to the Northeast corner of said tract; Thence along the East line of said tract, South 02°23'47" West a distance of 100.02 feet to the POINT OF BEGINNNG.

Said permanent utility easement as described containing a total of 0.01 acres (535 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

Right of Way Acquisition — *535± SF* / *0.01± AC*

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

LEWELLEN, RONNIE & TRACI

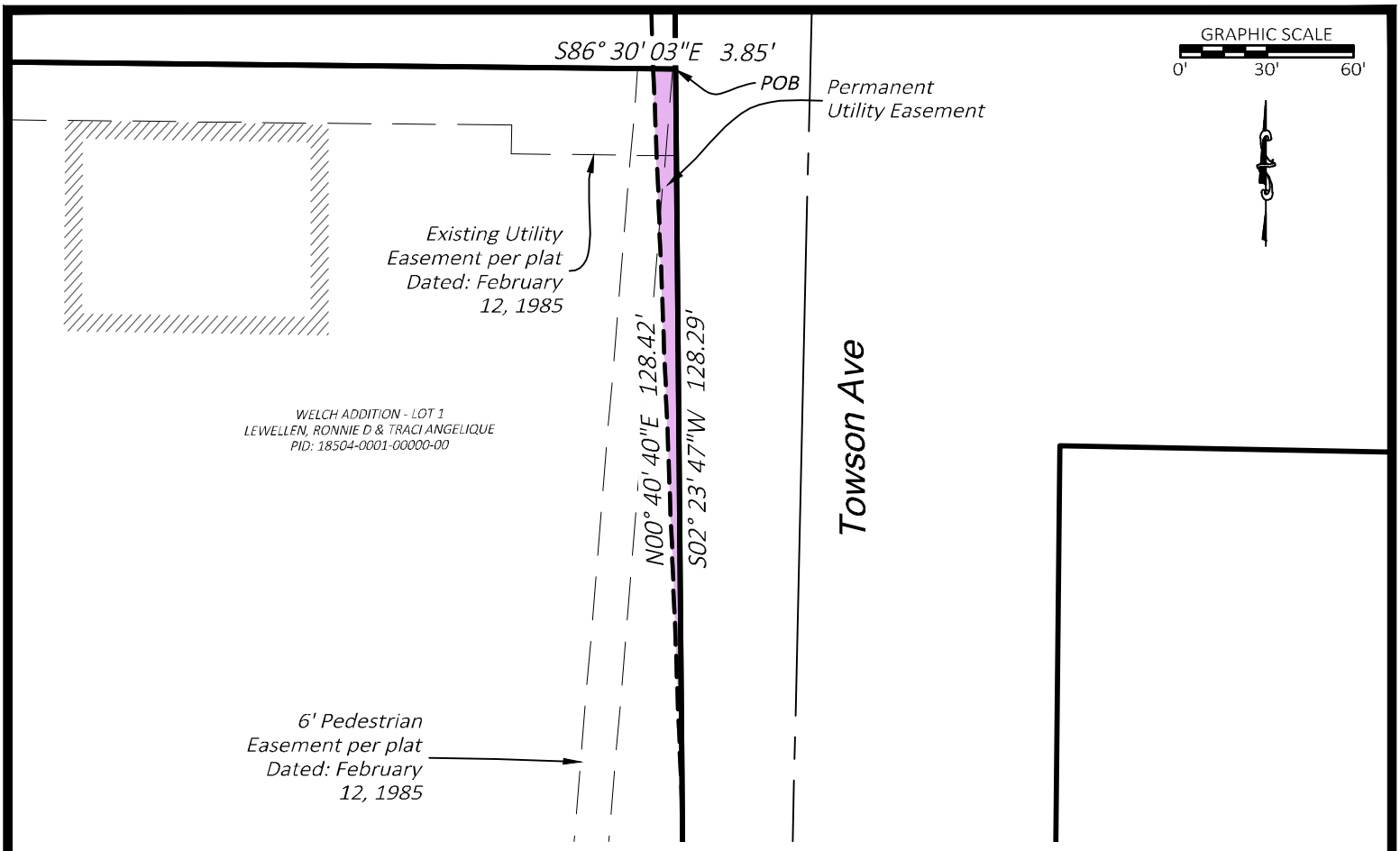
PARCEL # 18883-0000-01838-000

Fort Smith, Arkansas

Sheet 1 of 1

513

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 1:07pm by ah5175



PERMANENT UTILITY EASEMENT

Lewellen, Ronnie D. & Traci Angelique #18504-0001-00000-00

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

BEGINNING at the Northeast corner of Lot 1 Welch Addition; Thence along the East property line of said Lot, South 02°23'47" West a distance of 128.29 feet; Thence leaving said East property line North 00° 40'40" East a distance of 128.42 feet to a point on the North property line of said Lot 1; Thence along said North property line South 86°30'03" East a distance of 3.85 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.005 acres (247 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
8-22-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

Right of Way Acquisition	247± SF	0.005± AC

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

EXHIBIT "A"

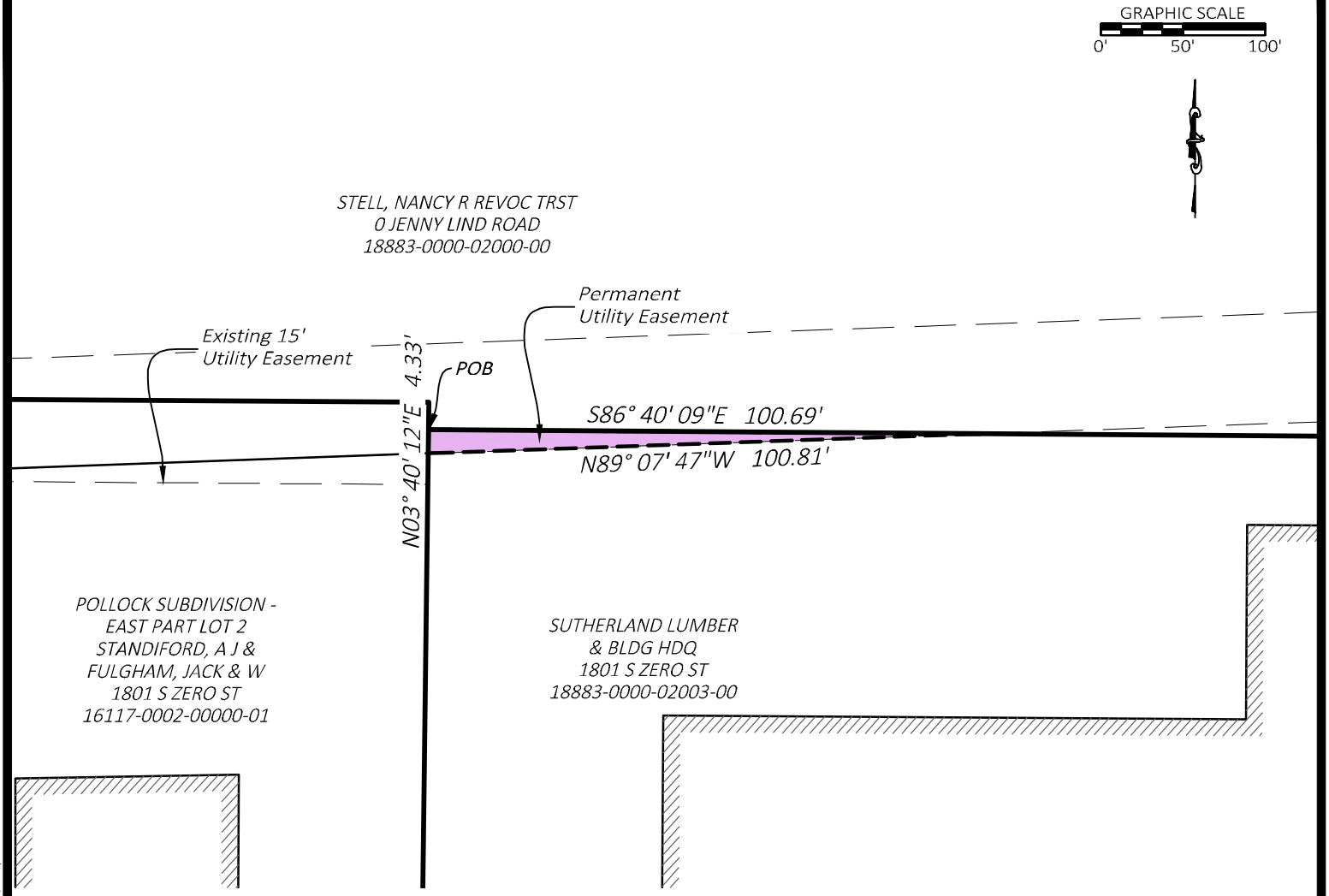
PERMANENT UTILITY EASEMENT

WELCH ADDITION - LOT 1
LEWELLEN, RONNIE D & TRACI ANGELIQUE
PARCEL # 18504-0001-00000-00
Fort Smith, Arkansas

Sheet 1 of 1

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Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 1:07pm by ah5175



PERMANENT UTILITY EASEMENT

Sutherland Lumber & BLDG HDQ Doc #18883-0000-02003-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Sutherland Lumber & BLDG HDQ. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Northwest corner of said tract; Thence along the North property line of said tract South 86°40'09" East a distance of 100.69 feet; Thence leaving said North property line North 89°07'47" West a distance of 100.81 feet to a point on the West property line of said tract; Thence along said West property line North 03°40'12" East a distance of 4.33 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.005 acres (217 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

Right of Way Acquisition — 217± SF / 0.005± AC

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

SUTHERLAND LUMBER & BLDG HDQ

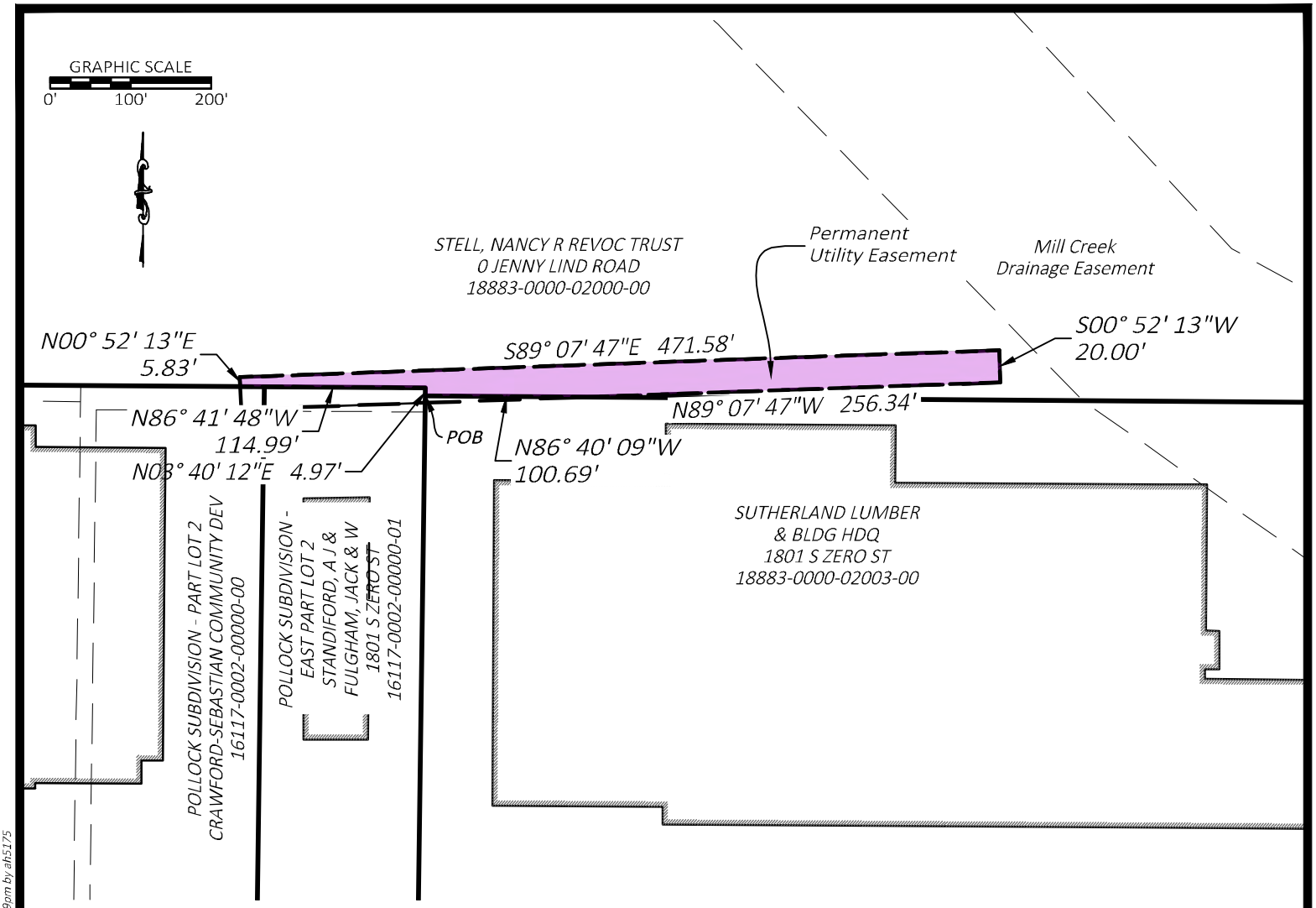
PARCEL # 18883-0000-02003-00

Fort Smith, Arkansas

Sheet 1 of 1

515

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 1:08pm by ah5175



PERMANENT UTILITY EASEMENT

Stell, Nancy R. Revocable Trust - Doc #18883-0000-02000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Stell, Nancy R. Revocable Trust. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Northwest corner of the Sutherland Lumber & BLDG. HDQ. tract; Thence along the East line of Standiford, North 03°40'12" East a distance of 4.97 feet to the Northeast corner of Standiford; Thence along the North line of Pollock Subdivision, North 86°41'48" West a distance of 114.99 feet; Thence leaving said North line, North 00°52'13" East a distance of 5.83 feet; Thence South 89°07'47" East a distance of 471.58 feet; Thence South 00°52'13" West a distance of 20.00 feet; Thence to a point on the North property line of said tract North 89°07'47" West a distance of 256.34 feet; Thence along said North property line North 86°40'09" a distance of 100.69 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.20 acres (7,868 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

Right of Way Acquisition — 7,868± SF / 0.20± AC

NOT A SURVEY OR PLAT

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

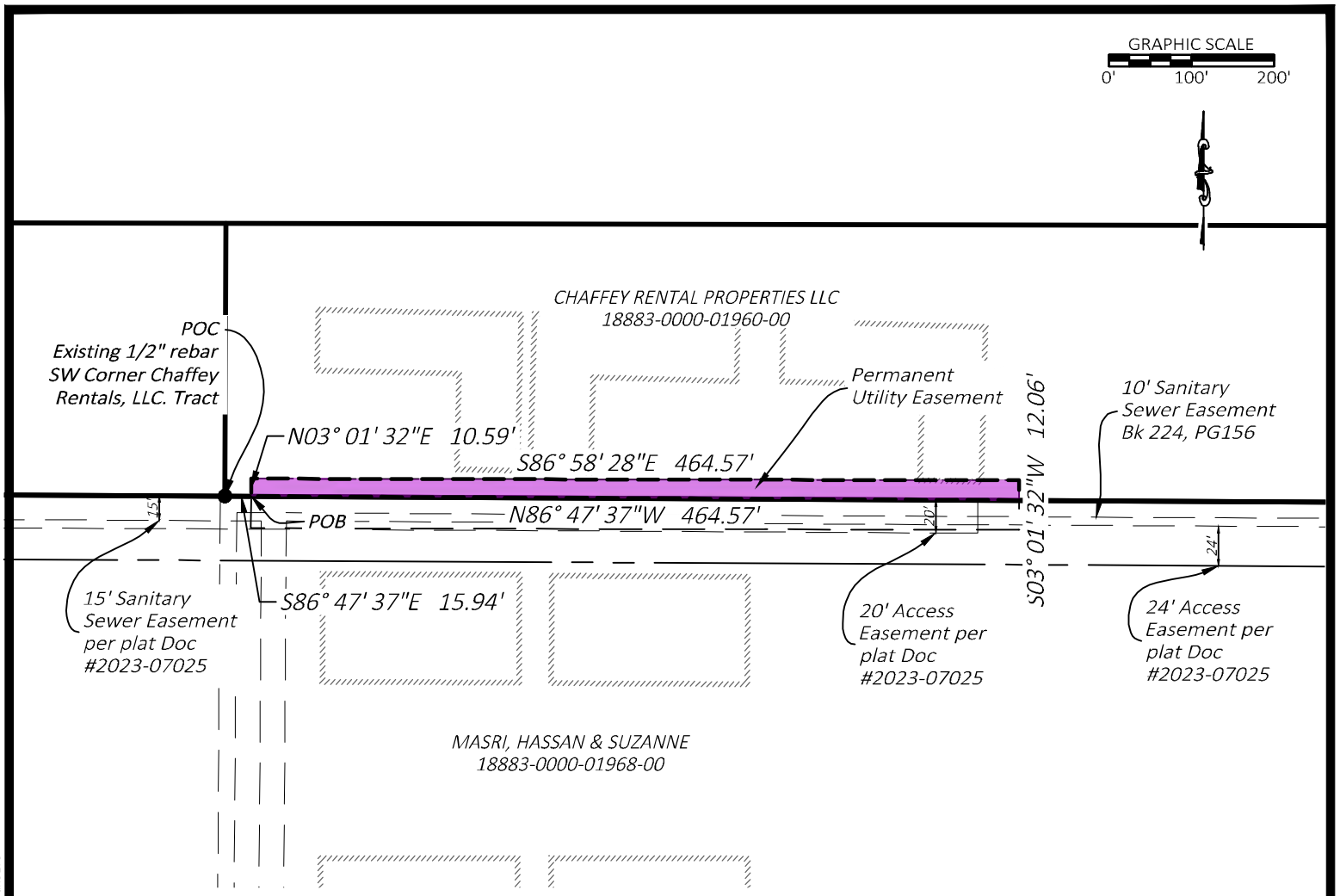
STELL, NANCY R REVOC TRUST

PARCEL # 18883-0000-02000-00

Fort Smith, Arkansas **516**

Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 1:09pm by ah5175



PERMANENT UTILITY EASEMENT

Chaffey Rentals LLC. #18883-0000-01960-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Chaffey Rentals, LLC. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING at a 1/2" rebar at the Southwest corner of said Chaffey Rentals, LLC. tract; Thence along the South line of said tract, South 86°47'37" East a distance of 15.94 feet to the POINT OF BEGINNING; Thence leaving said South line, North 03°01'32" East a distance of 10.59 feet; Thence South 86°58'28" East a distance of 464.57 feet; Thence South 03°01'32" West a distance of 12.06 feet to the aforementioned South line; Thence along said South line, North 86°47'37" West a distance of 464.57 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.12 acres (5,261 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-29-25
AARON ST. AMANT

	Right of Way Acquisition	5,261± SF 0.12± AC

NOT A SURVEY OR PLAT

halff

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EXHIBIT "A"

XX' PERMANENT UTILITY EASEMENT

ROBBINS, CARLE JR &
LOUGHRIDGE, DORIS

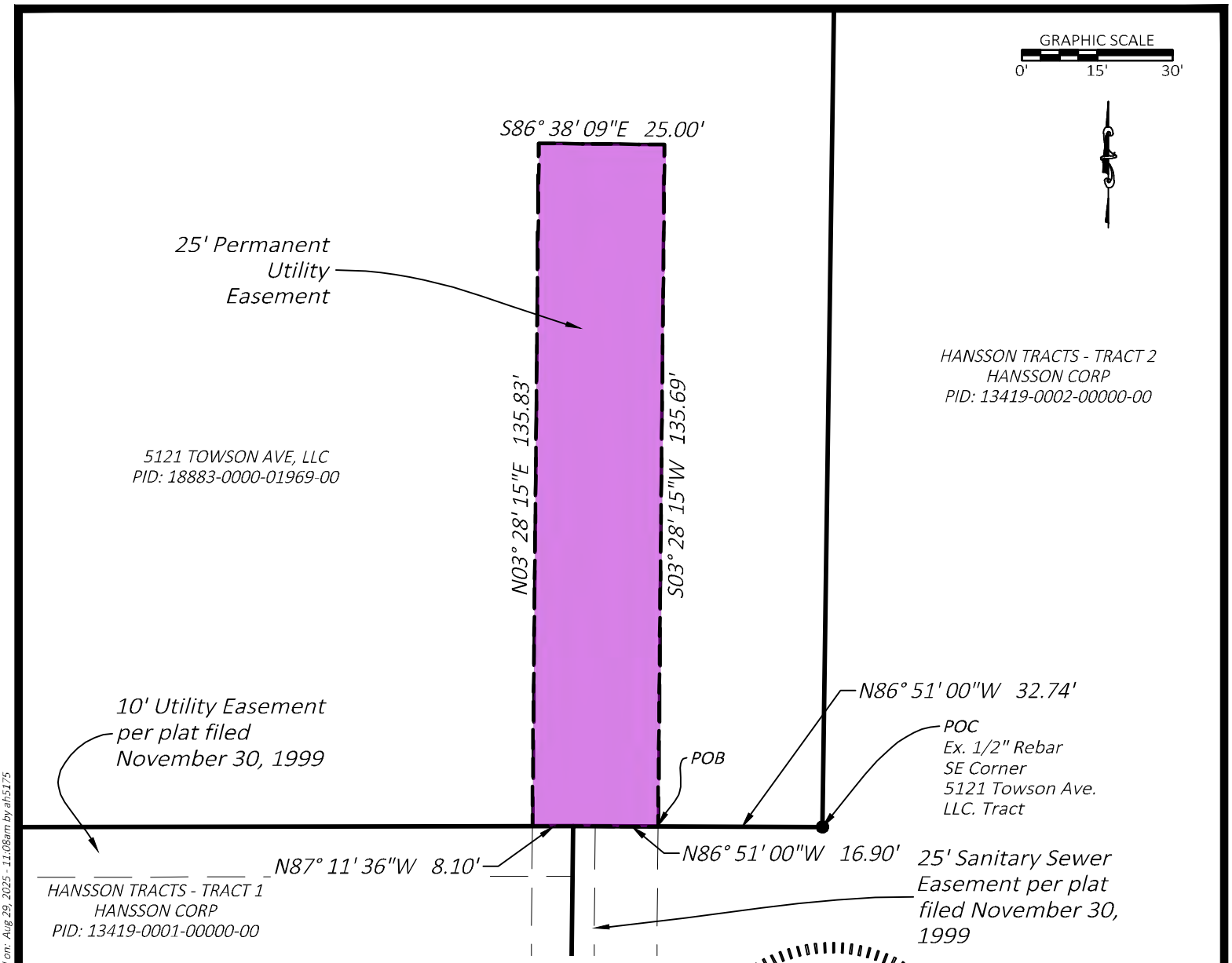
PARCEL # 18883-0000-01969-00

Fort Smith, Arkansas

Sheet 1 of 1

517

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 9:15am Plotted on: Aug 29, 2025 - 10:48am by ah5175



PERMANENT UTILITY EASEMENT

5121 Towson Ave., LLC. #18883-0000-01969-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to 5121 Towson Ave., LLC. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING at a 1/2" rebar at the Southeast Corner of said Towson Ave tract; Thence along the South property line of said tract North 86°51'00" West a distance of 32.74 feet to the POINT OF BEGINNING; Thence along said South line, North 86°51'00" West a distance of 16.90 feet; Thence continuing along said South line, North 87°11'36" West a distance of 8.10 feet; Thence leaving said South property line North 03°28'15" East a distance of 135.83 feet; Thence South 86°38'09" East a distance of 25.00 feet; Thence South 03°28'15" West a distance of 135.69 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.07

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NO. 1942
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AARON ST. AMANT

Right of Way Acquisition	3,394± SF	0.07± AC

NOT A SURVEY OR PLAT

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EXHIBIT "A"

25' PERMANENT UTILITY EASEMENT

5121 TOWSON AVE, LLC.

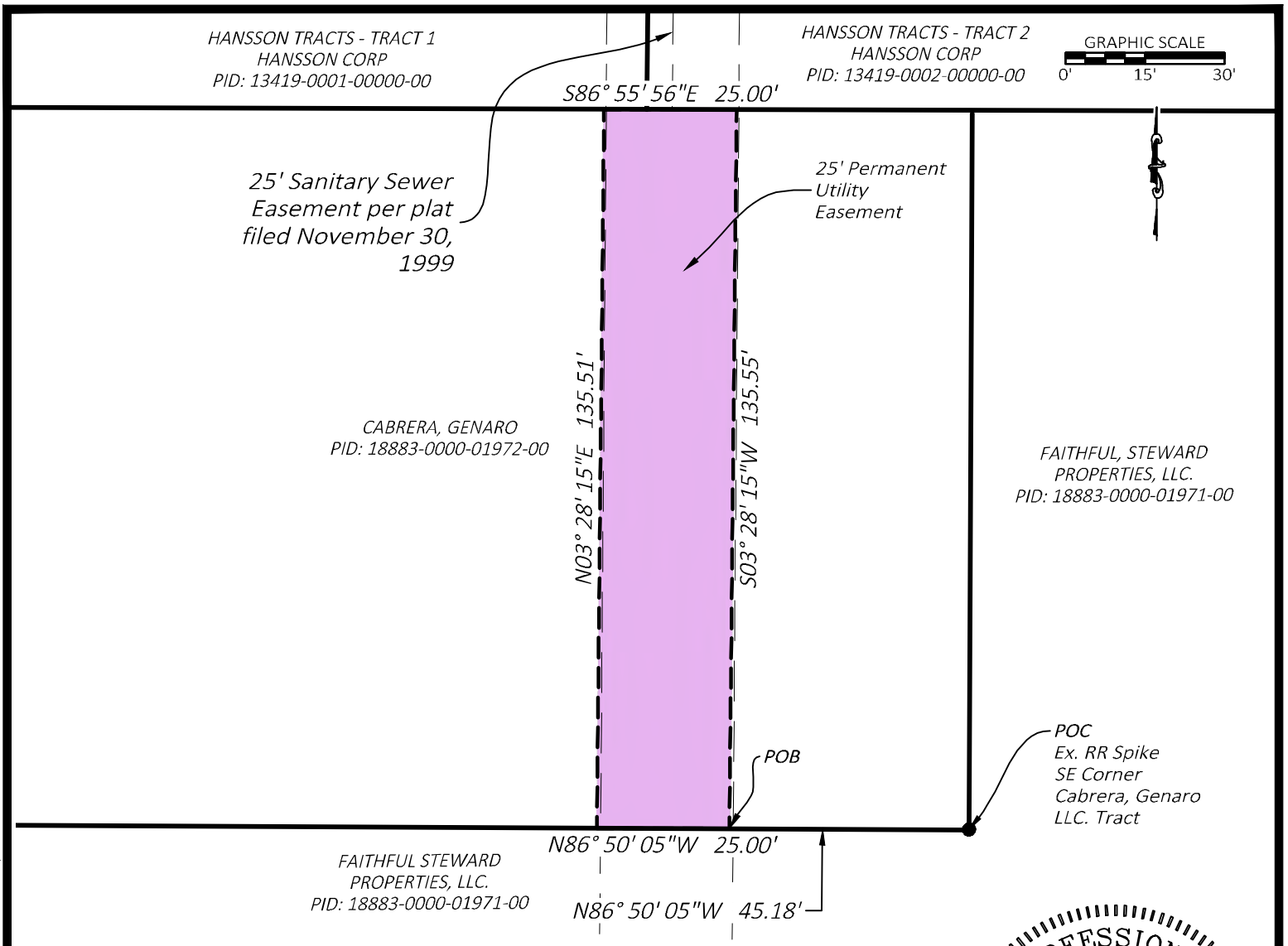
PARCEL # 18883-0000-01969-00

Fort Smith, Arkansas

Sheet 1 of 1

518

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 11:08am by ah5175



LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-28-25
AARON ST. AMANT

PERMANENT UTILITY EASEMENT

Cabrera, Genaro #18883-0000-01972-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Cabrera, Genaro. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from an existing railroad spike at the Southeast Corner of said Genaro tract; Thence along the South property line of said tract North 86°50'05" West a distance of 45.18 feet to the POINT OF BEGINNING; Thence continuing along said South line, North 86°50'05" West a distance of 25.00 feet; Thence leaving said South property line North 03°28'15" East a distance of 135.51 feet to the North property line of said tract; Thence along said North property line South 86°55'56" East a distance of 25.00 feet; Thence leaving said North property line South 03°28'15" West a distance of 135.55 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.08 acres (3,388 sqft), more or less.

	Right of Way Acquisition	*3,388± SF* *0.08± AC*

NOT A SURVEY OR PLAT

halff

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EXHIBIT "A"

25' PERMANENT UTILITY EASEMENT

CABRERA, GENARO

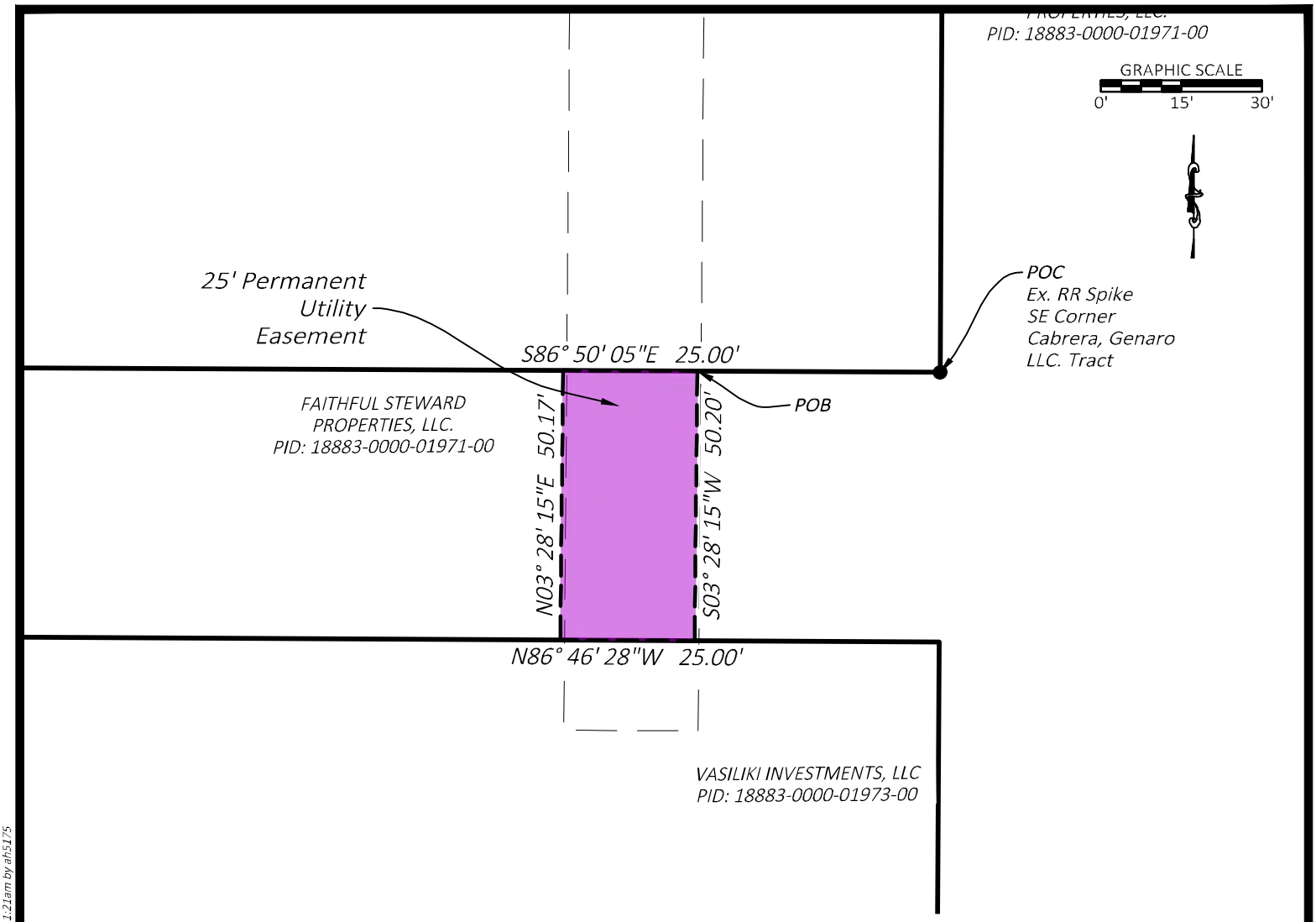
PARCEL # 18883-0000-01972-00

Fort Smith, Arkansas

Sheet 1 of 1

519

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 11:25am by ah5175



PERMANENT UTILITY EASEMENT

Faithful Steward Properties, LLC. #18883-0000-01971-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Faithful Steward Properties, LLC. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from an existing railroad spike at the Southeast Corner of the Cabrara, Genaro tract; Thence along the South property line of said tract North 86°50'05" West a distance of 45.18 feet to the POINT OF BEGINNING; Thence leaving said South property line South 03°28'15" West a distance of 50.20 feet to a point on the North property line of the Vasiliki Investments, LLC tract; Thence along said North property line North 86°46'28" West a distance of 25.00; Thence leaving said North property line North 03°28'15" East a distance of 50.17 feet to a point on the the aforementioned South property line of the Cabrara tract; Thence along said South property line South 86°50'05" East a distance of 25.00 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.03 acres (1,255 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-28-25
AARON ST. AMANT

Right of Way Acquisition — 1,255± SF / 0.03± AC

NOT A SURVEY OR PLAT

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EXHIBIT "A"

25' PERMANENT UTILITY EASEMENT

FAITHFUL STEWARDS PROPERTIES, LLC

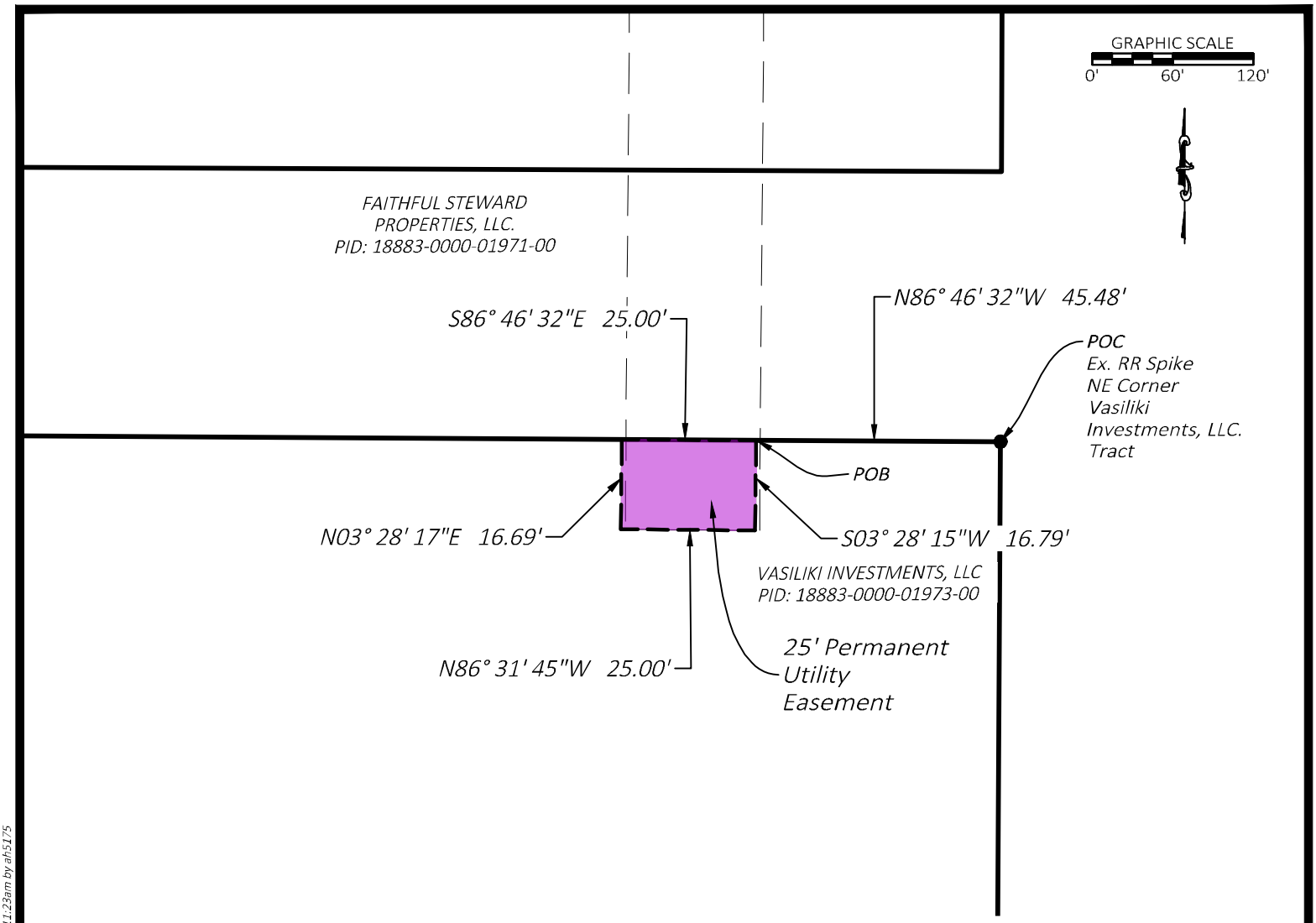
PARCEL # 18883-0000-01971-00

Fort Smith, Arkansas

Sheet 1 of 1

520

Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 11:21am by ah5175



LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-28-25
AARON ST. AMANT

PERMANENT UTILITY EASEMENT

Vasiliki Investments, LLC. #18883-0000-01973-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Vasiliki Investments, LLC. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from an existing railroad spike at the Northeast corner of said tract North 86°46'32" West a distance of 45.48 feet to the POINT OF BEGINNING; Thence leaving said North property line South 03°28'15" West a distance of 16.79 feet; Thence North 86°31'45" West a distance of 25.00 feet; Thence North 03°28'17" East a distance of 16.69 feet to a point on said North property line; Thence along said North property line South 86°46'32" East a distance of 25.00 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.01 acres (418 sqft), more or less.

Right of Way Acquisition 418± SF 0.01± AC

NOT A SURVEY OR PLAT

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EXHIBIT "A"

25' PERMANENT UTILITY EASEMENT

VASILIKI INVESTMENTS, LLC.

PARCEL # 18883-0000-01973-00
Fort Smith, Arkansas
Sheet 1 of 1

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Drawing Name: A:\53000s\53989\001\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 11:23am by ah5175

Property Valuation Report

Property Owner(s): Micheal L. Purkey (Tract 1)

Property Address: 3907 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement: A. Permanent Easement: 895.000 sqft 2.00 per sqft
50% value equals $ 895.00

**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: **$ 895.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Ciara R. Rieder & Alexandria R. Howard (Tract 2)

Property Address: 1217 Knoxville St
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 1,906 sqft 2.00 per sqft
50% value equals $ 1,906.00

**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: **$ 1,906.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): First Generation Investment Properties, LLC (Tract 3)

Property Address: 1216 S Jackson St
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 3,611 sqft 2.00 per sqft
50% value equals $ 3,611.00

**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: **$ 3,611.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Micheal L. Purkey (Tract 4)

Property Address: 3901 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement

*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 2,086 sqft 2.00 per sqft
50% value equals $ 2,086.00

**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: **$ 2,086.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Doris M & David L Columbus (Tract 5)

Property Address: 4224 S 17th St
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 3,297 sqft 2.00 per sqft
50% value equals $ 3,297.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 3,297.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Tina Maria Browder (Benef) (Tract 6)

Property Address: 1618 Osage St
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 5,365 sqft 2.00 per sqft
50% value equals $ 5,365.00

**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: **$ 5,365.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): MCW Developments, LLC (Tract 7)

Property Address: 1701 Phoenix Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement

*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 6,318 sqft 2.00 per sqft
50% value equals $ 6,318.00

**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: **$ 6,318.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Mantzke, Frank Duane & V Lou Living (Tract 9)

Property Address: 4902 S 16th Ter
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement

*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached. All values under $100.00 are rounded up to $100.00.

Calculation of Value of Easement:

A. Permanent Easement: 61 sqft 2.00 per sqft
50% value equals $ 100.00

**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: **$ 100.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Michael Wayne Morris (Tract 10)

Property Address: 4906 S 16th Ter
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 367 sqft 2.00 per sqft
50% value equals $ 367.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 367.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Dusti Standridge (Tract 11)

Property Address: PAR# 18883-0000-01955-00
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 11,621 sqft 2.00 per sqft
50% value equals $ 11,621.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 11,621.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Robbins, Carle Jr & Loughridge, Dor (Tract 13)

Property Address: PAR# 17145-0138-00000-01
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement: A. Permanent Easement: 235 sqft 2.00 per sqft
50% value equals $ 235.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 235.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Kathy M Jones (Tract 14)

Property Address: 1603 Savannah Dr
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 874 sqft 2.00 per sqft
50% value equals $ 874.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 874.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Pilar Huitron-Chavez (Tract 15)

Property Address: 1609 Savannah Dr
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 890 sqft 2.00 per sqft
50% value equals $ 890.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 890.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s):	Molina, Angel Jose Paredes & Rubio, Wendy Gissela Armijo (Tract 16)
Property Address:	1615 Savannah Dr Fort Smith, AR
Type of Acquisition:	Sewer Utility Easement
*Method of Property Valuation:	Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 815 sqft 2.00 per sqft

50% value equals $ 815.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 815.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Kyuho Lee (Tract 17)

Property Address: 1701 Savannah Dr
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 613 sqft 2.00 per sqft
50% value equals $ 613.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 613.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Litton Loan Servicing LP (Tract 18)

Property Address: 1707 Savannah Dr
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 403 sqft 2.00 per sqft
50% value equals $ 403.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 403.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Joyce, Taylor A & Glena D (BNEF) (Tract 19)

Property Address: 4902 S 16th Ter
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement

*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached. All values under $100.00 are rounded up to $100.00.

Calculation of Value of Easement:

A. Permanent Easement: 86 sqft 2.00 per sqft
50% value equals $ 100.00

**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: **$ 100.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Delia & Robert Pfaff (Tract 20)

Property Address: 1703 S Utica St
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 1,333 sqft 2.00 per sqft
50% value equals $ 1,333.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 1,333.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Canterbury Family LLLP (Tract 21)

Property Address: 1200 S 71 Hwy
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 1,292 sqft 2.00 per sqft
50% value equals $ 1,292.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 1,292.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Narendra C & Ullas Brahmbhatt (Tract 22)

Property Address: 5715 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement

*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 4,792 sqft 2.00 per sqft
50% value equals $ 4,792.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 4,792.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): M&C Management, LTD (Tract 23)

Property Address: 5517 Wheeler Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement

*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 169 sqft 2.00 per sqft
50% value equals $ 169.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 169.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Ronnie & Traci Lewellen (Tract 24)

Property Address: 5624 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement

*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 535 sqft 2.00 per sqft
50% value equals $ 535.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 535.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Ronnie & Traci Lewellen (Tract 25)

Property Address: 5700 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement

*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 247 sqft 2.00 per sqft
50% value equals $ 247.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 247.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Sutherland Lumber & Bldg Hdq (Tract 26)

Property Address: 1801 Zero St
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 217 sqft 2.00 per sqft
50% value equals $ 217.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 217.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Stell, Nancy R Revoc Trst (Tract 27)

Property Address: PAR# 18883-0000-02000-00
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 7,868 sqft 2.00 per sqft
50% value equals $ 7,868.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 7,868.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Chaffet Rentals, LLC (Tract 28)

Property Address: 5101 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 5,261 sqft 2.00 per sqft
50% value equals $ 5,261.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 5,261.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): 5121 Towson Ave, LLC (Tract 29)

Property Address: 5121 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 3,394 sqft 2.00 per sqft
50% value equals $ 3,394.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 3,394.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Genaro Cabrea (Tract 30)

Property Address: 5301 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 3,388 sqft 2.00 per sqft
50% value equals $ 3,388.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 3,388.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Faithful Steward Properties, LLC (Tract 31)

Property Address: 5305 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 1,255 sqft 2.00 per sqft
50% value equals $ 1,255.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 1,255.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Vasiliki Investments, LLC (Tract 32)

Property Address: 5307 Towson Ave
Fort Smith, AR

Type of Acquisition: Sewer Utility Easement
*Method of Property Valuation: Calculated at $2.00 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 418 sqft 2.00 per sqft
50% value equals $ 418.00

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

To be replaced by contrac19-15 2017

Total Calculation of Value to be paid to Property Owner: **$ 418.00 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

September 9, 2025

Dear **Micheal L Purkey:**

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 **3907 Towson Ave, 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 being offered by the City is $**895.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

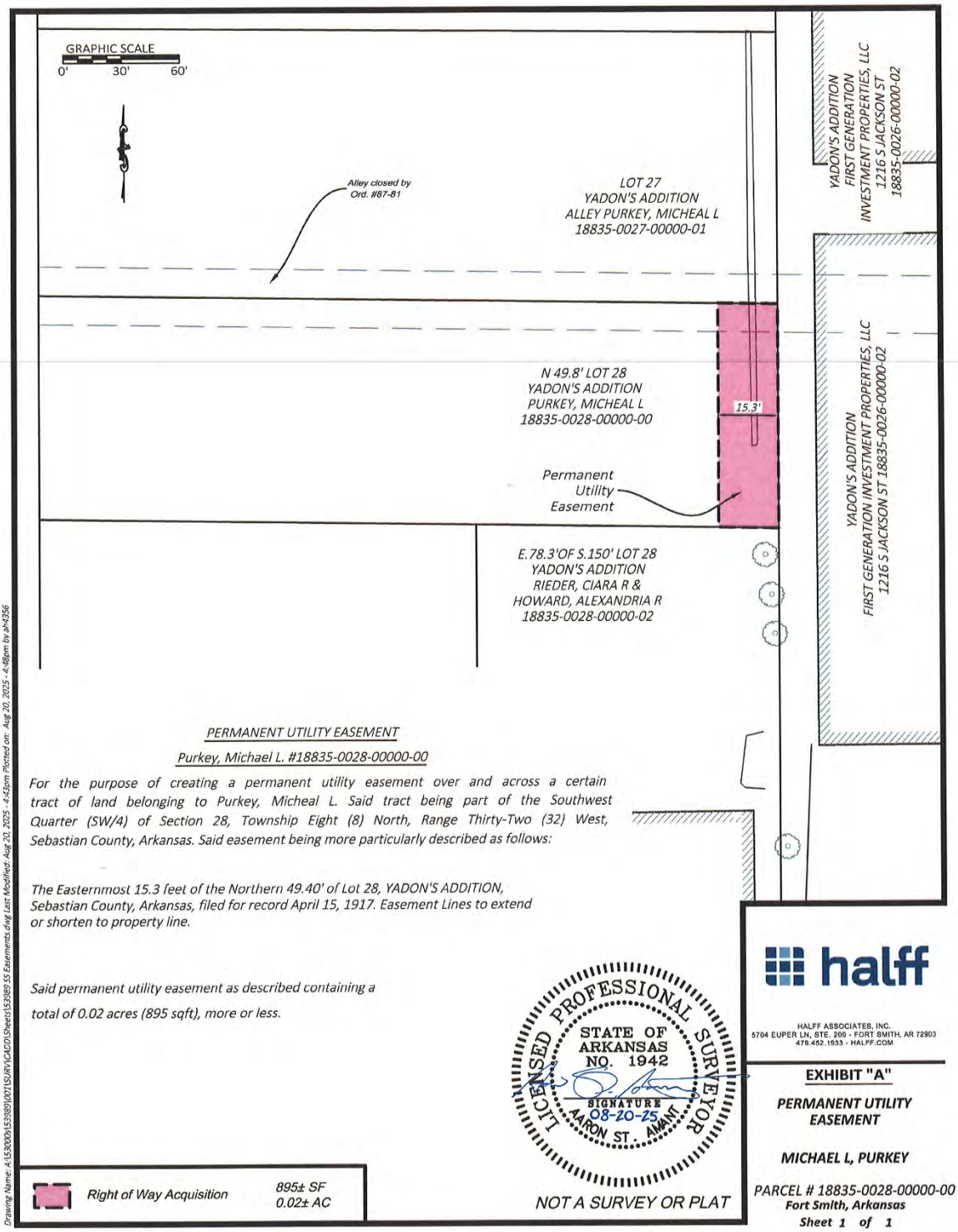
Property Tract Number is –

Tract 1

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Purkey, Michael L. #18835-0028-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Purkey, Micheal L. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

The Easternmost 15.3 feet of the Northern 49.40' of Lot 28, YADON'S ADDITION, Sebastian County, Arkansas, filed for record April 15, 1917. Easement Lines to extend or shorten to property line.

Said permanent utility easement as described containing a total of 0.02 acres (895 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT

Right of Way Acquisition 895± SF 0.02± AC

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MICHAEL L, PURKEY

PARCEL # 18835-0028-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 20, 2025 - 4:43pm Plotted on: Aug 20, 2025 - 4:48pm by ah4356

September 9, 2025

Dear **Ciara & Howard Rieder:**

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 **1217 Knoxville St, 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 being offered by the City is $**1906.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

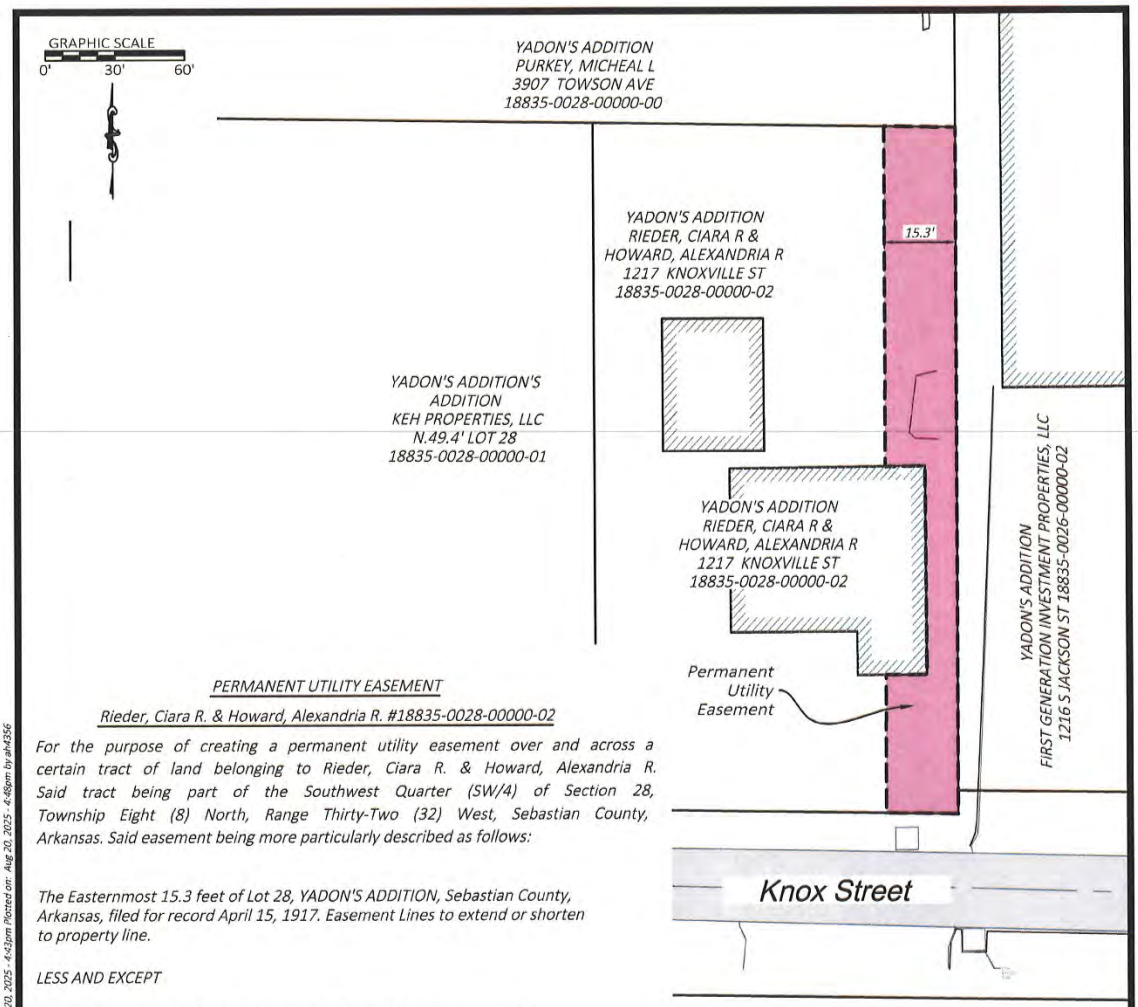
Property Tract Number is –

Tract 2

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Rieder, Ciara R. & Howard, Alexandria R. #18835-0028-00000-02

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Rieder, Ciara R. & Howard, Alexandria R. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

The Easternmost 15.3 feet of Lot 28, YADON'S ADDITION, Sebastian County, Arkansas, filed for record April 15, 1917. Easement Lines to extend or shorten to property line.

LESS AND EXCEPT

The Northern 49.40' of Lot 28, Yadons Addition AND that portion of the above-described easement lying within the footprint of an existing building, said portion containing 394 square feet, more or less, and being as the same existed on the date of this instrument.

Said permanent utility easement as described containing a total of 0.04 acres (1,906 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT

Right of Way Acquisition 1,906± SF 0.04± AC

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

CIARA R, RIEDER &
ALEXANDRIA R, HOWARD

PARCEL # 18835-0028-00000-02
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\00715\dwg\CAD\Sheets\53989 SS Easements.dwg Last Modified: Aug 20, 2025 - 4:43pm Plotted on: Aug 20, 2025 - 4:48pm by ah4356

September 9, 2025

Dear **First Generation Investment Properties, LLC:**

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 **1216 S Jackson St, Fort Smith, AR.** 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 being offered by the City is $**3611.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

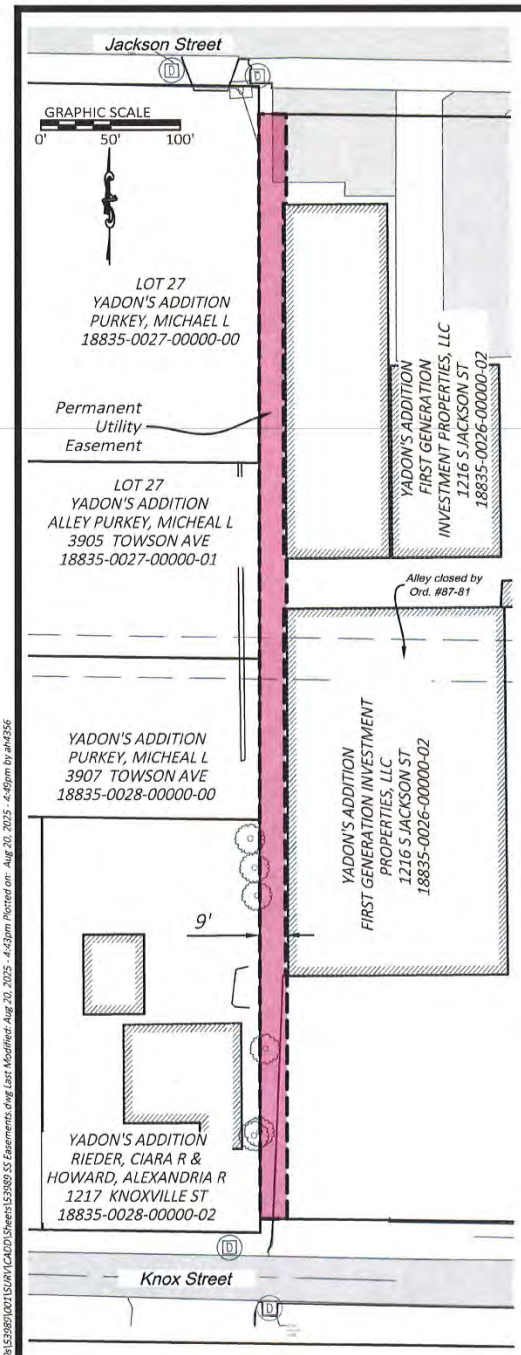
Property Tract Number is –

Tract 3

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

First Generation Investment Properties, LLC. #18835-0026-00000-02

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to First Generation Investment Properties, LLC. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

The Westernmost Nine Feet (9') of Lots 26A & 29, YADON'S ADDITION's Addition, Sebastian County, Arkansas, filed for record April 15, 1917.

LESS AND EXCEPT

That portion of the above-described easement lying within the footprint of an existing metal building, said portion containing 44,319 square feet, more or less, and being as the same existed on the date of this instrument.

Said permanent utility easement as described containing a total of 0.08 acres (3,611 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

FIRST GENERATION INVESTMENT PROPERTIES, LLC

PARCEL # 18835-0026-00000-02

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\15300\b\15398\01\SURV\CADD\Sheet\15398 SS Easements.dwg Last Modified: Aug 20, 2025 - 4:43pm Plotted on: Aug 20, 2025 - 4:49pm by ah4356

September 9, 2025

Dear **Michael L. Purkey:**

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 **3901 Towson Avenue, Fort Smith, AR.** 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 being offered by the City is $**2086.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

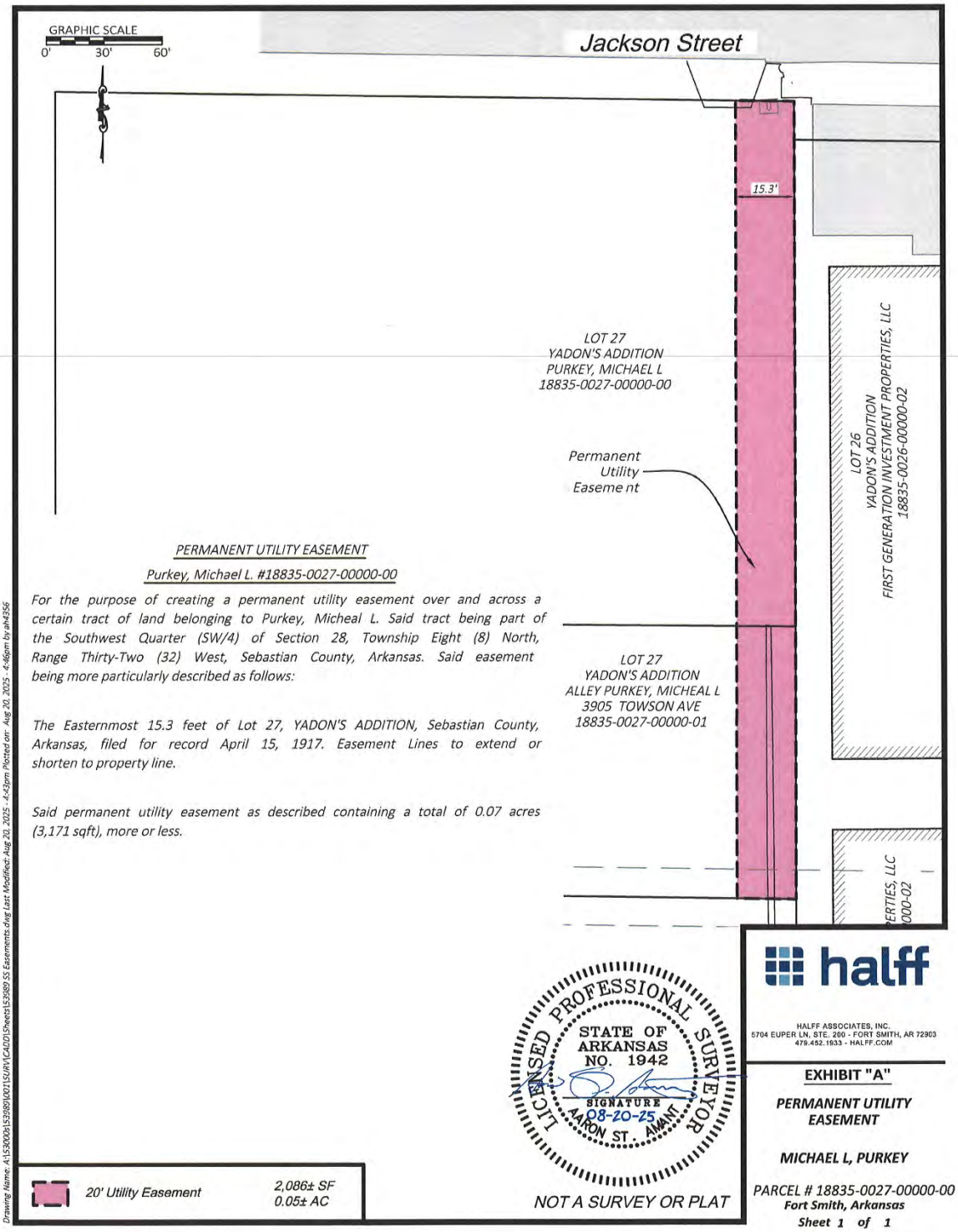
Property Tract Number is –

Tract 4

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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


GRAPHIC SCALE
0'
30'
60'
Jackson Street
15.3'
LOT 27
YADON'S ADDITION
PURKEY, MICHAEL L
18835-0027-00000-00
Permanent
Utility
Easeme nt
LOT 26
YADON'S ADDITION
FIRST GENERATION INVESTMENT PROPERTIES, LLC
18835-0026-00000-02
LOT 27
YADON'S ADDITION
ALLEY PURKEY, MICHEAL L
3905 TOWSON AVE
18835-0027-00000-01
PERMANENT UTILITY EASEMENT
Purkey, Michael L. #18835-0027-00000-00
For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Purkey, Micheal L. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:
The Easternmost 15.3 feet of Lot 27, YADON'S ADDITION, Sebastian County, Arkansas, filed for record April 15, 1917. Easement Lines to extend or shorten to property line.
Said permanent utility easement as described containing a total of 0.07 acres (3,171 sqft), more or less.
LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT
20' Utility Easement
2,086± SF
0.05± AC
NOT A SURVEY OR PLAT
halff
HALFF ASSOCIATES, INC.
6704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
479.452.1933 - HALFF.COM
EXHIBIT "A"
PERMANENT UTILITY EASEMENT
MICHAEL L, PURKEY
PARCEL # 18835-0027-00000-00
Fort Smith, Arkansas
Sheet 1 of 1
Drawing Name: A:\153\00053598\001\SUR\CAD\Sheets\53989 SS Easements.dwg Last Modified: Aug 20, 2025 - 4:43pm Plotted on: Aug 20, 2025 - 4:46pm by ah4356

September 9, 2025

Dear **Doris M & David L Columbus:**

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 **4224 S 17th Street, Fort Smith, AR.** 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 being offered by the City is $**3297.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

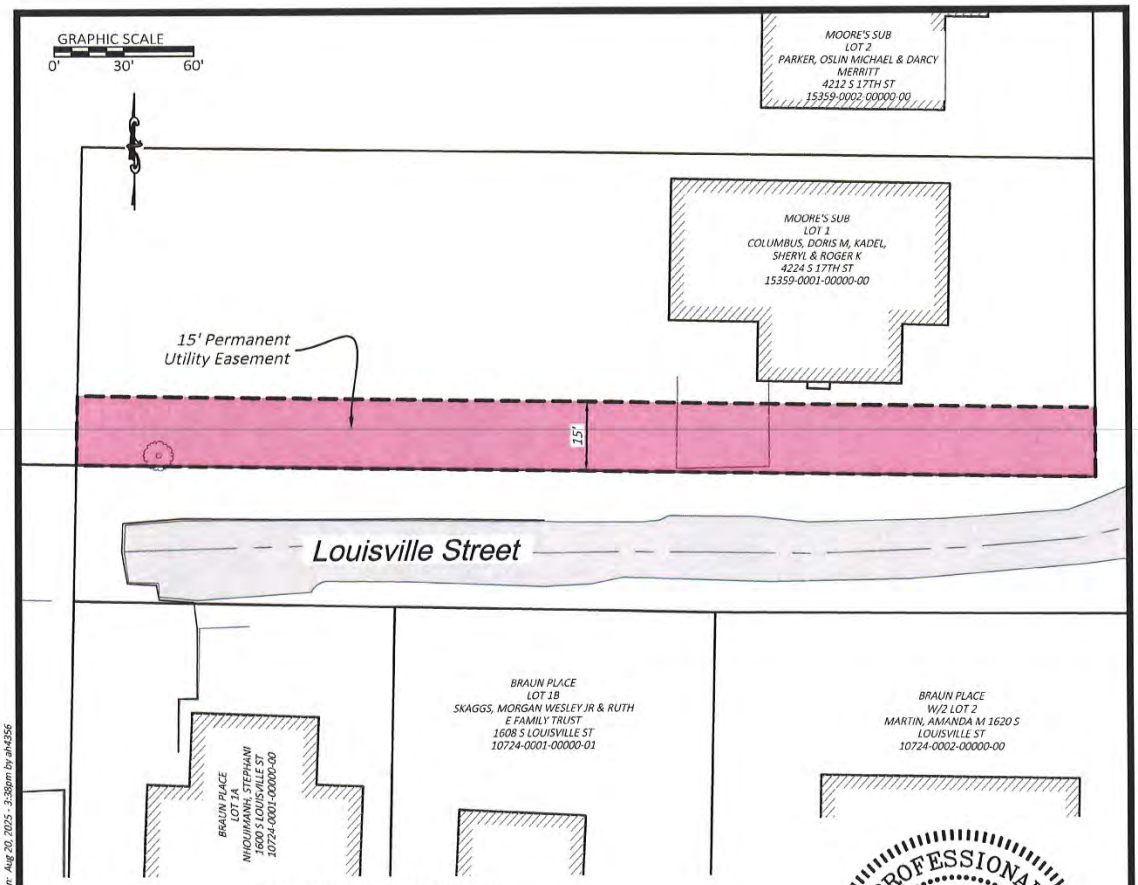
Property Tract Number is –

Tract 5

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Columbus, Doris M. & Columbus, David L. #15359-0001-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Columbus, Doris M. & Columbus, David L. Said tract being part of the Southwest Quarter (SW/4) of Section 28, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

The Southernmost Fifteen Feet (15') of Lots 1, Moore's Addition, Sebastian County, Arkansas, filed for record March 30, 1954.

Said permanent utility easement as described containing a total of 0.08 acres (3,297 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-20-25
AARON ST. AMANT

Right of Way Acquisition 3,297± SF 0.08± AC

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

15' PERMANENT UTILITY EASEMENT

COLUMBUS, DORIS M, KADEL, SHERYL & ROGER K

PARCEL # 15359-0001-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\53000s\53980\001\SURV\CAD\Sheets\53980SS Easements.dwg Last Modified: Aug 20, 2025 - 2:45pm Plotted on: Aug 20, 2025 - 3:38pm by ah4356

September 9, 2025

Dear **Tina Maria Browder:**

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 **1618 S Osage Street, Fort Smith, AR.** 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 being offered by the City is $**5365.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

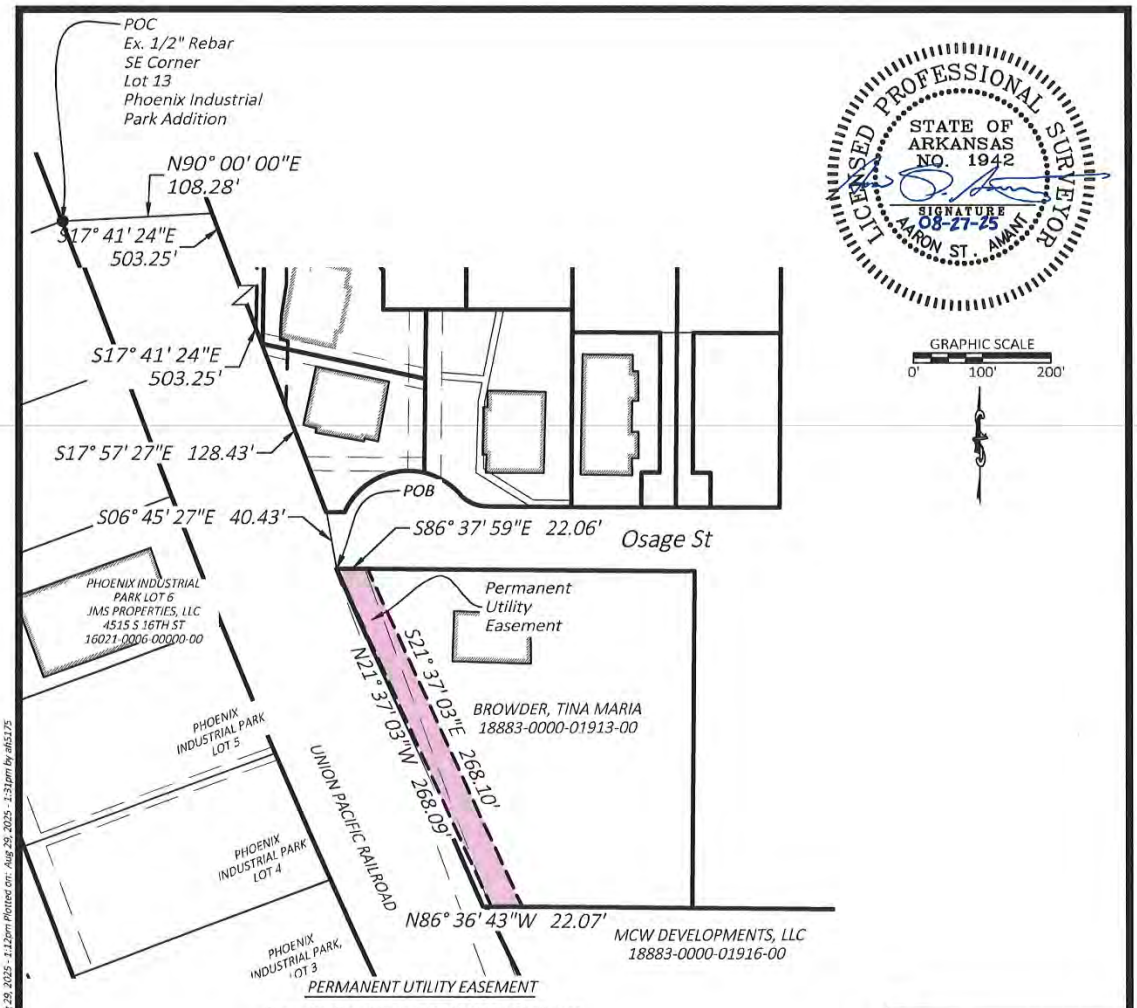
Property Tract Number is –

Tract 6

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Browder, Tina Maria. Said tract being part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 13, Replat of Phoenix Industrial Park Addition, Sebastian County, Arkansas, filed for record July 25, 1975; Thence North 90°00'00" East a distance of 108.28 feet to a point on the East right-of-way line of the Union Pacific Railroad; Thence following said right-of-way line South 17°41'24" East a distance of 503.25 feet; Thence South 17°57'27" East a distance of 128.43 feet; Thence South 06°45'27" East a distance of 40.43 feet to the POINT OF BEGINNING; Thence leaving said right-of-way along the Southern right-of-way of Osage Street, South 86°37'59" East a distance of 22.06; Thence leaving said right-of-way, South 21°37'03" East a distance of 268.10 feet to the South line of Browder tract, parcel number 18883-0000-01913-00; Thence along said South line, North 86°36'43" West a distance of 22.07 feet; Thence leaving said South line, North 21°37'03" West a distance of 268.09 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.12 acres (5,362 sqft), more or less.

Utility Easement 5,365± SF 0.12± AC

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

BROWDER, TINA MARIA

PARCEL # 18883-0000-01913-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53\0063\53989\601\SUR\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:31pm by ah5175

September 9, 2025

Dear **MCW Developments, LLC:**

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 **1701 Phoenix Avenue, Fort Smith, AR.** 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 being offered by the City is $**6318.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

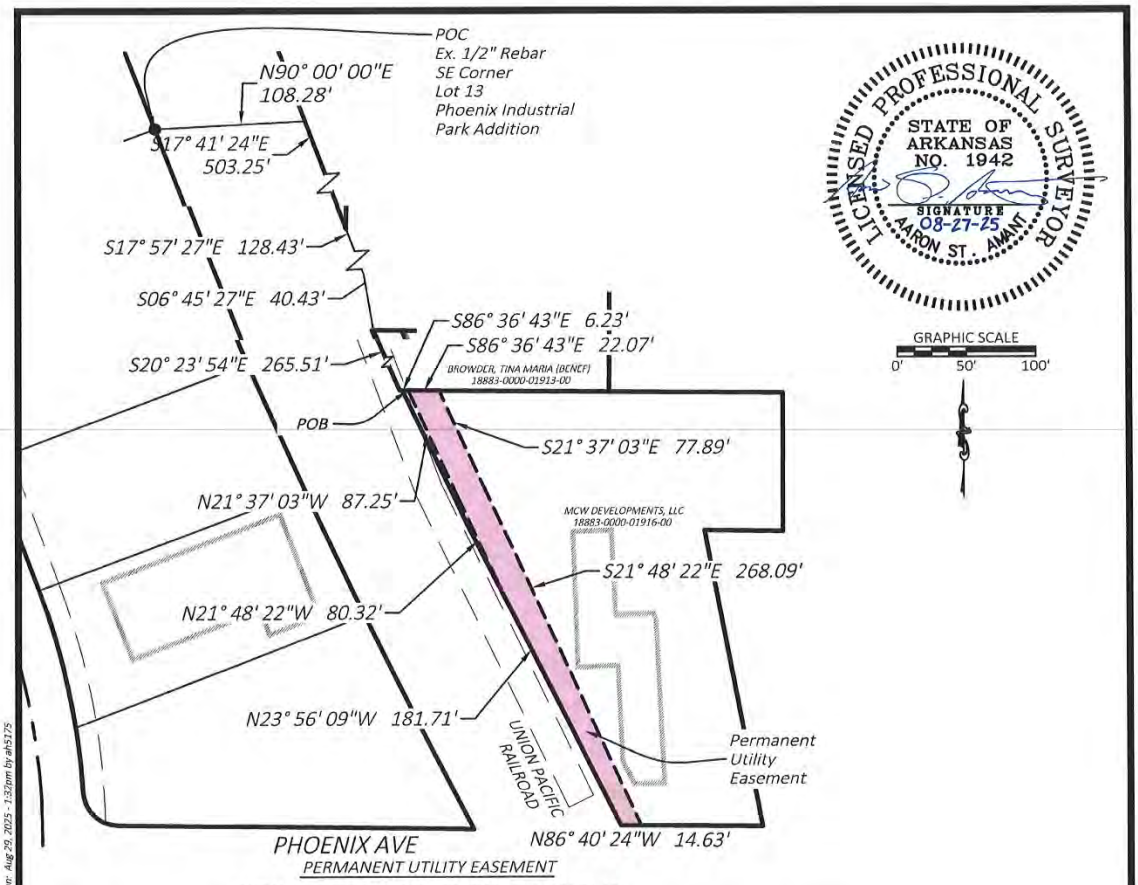
Property Tract Number is –

Tract 7

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

PERMANENT UTILITY EASEMENT

MCW Development, LLC. #18883-0000-01916-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to MCW Development, LLC. Said tract being part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 13, Replat of Phoenix Industrial Park Addition, Sebastian County, Arkansas, filed for record July 25, 1975; Thence North 90°00'00" East a distance of 108.28 feet to a point on the East right-of-way line of the Union Pacific Railroad; Thence following said right-of-way line South 17°41'24" East a distance of 503.25 feet; Thence South 17°57'27" East a distance of 128.43 feet; Thence South 06°45'27" East a distance of 40.43 feet; Thence South 20°23'54" East a distance of 265.51 feet to the Southwest corner of the Browder, Tina Maria Tract with the attached parcel number 18883-0000-01913-00; Thence along the South line of said tract South 86°36'43" East a distance of 6.23 feet to the POINT OF BEGINNING; Thence South 86°36'43" East a distance of 22.07 feet; Thence leaving said South line, South 21°37'03" East a distance of 77.89 feet; Thence South 21°48'22" East a distance of 268.09 feet to a point on the South line of the subject tract (MCW); Thence along the South line of said subject tract North 86°40'24" West a distance of 14.63 feet to the Southwest corner of said subject tract; Thence along the West line of said subject tract North 23°56'09" West a distance of 181.71 feet; Thence leaving said West line, North 21°48'22" West a distance of 80.32 feet; Thence North 21°37'03" West a distance of 87.25 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.15 acres (6,318 sqft), more or less.

Utility Easement	6,318± SF 0.15± AC

halff

HALFF ASSOCIATES, INC.
5704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
479.452.1633 - HALFF.COM

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MCW DEVELOPMENT, LLC.

PARCEL # 18883-0000-01916-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53\0009\15398\01\15UAV\CAD\Sheets\15398SS Easements.dwg Last Modified: Aug 29, 2025 - 1:31pm Plotted on: Aug 29, 2025 - 1:32pm by ahS175

September 9, 2025

Dear **Frank D & V Lou Mantzke 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 **4902 S 16th Terrace, Fort Smith, AR.** 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 being offered by the City is $**100.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

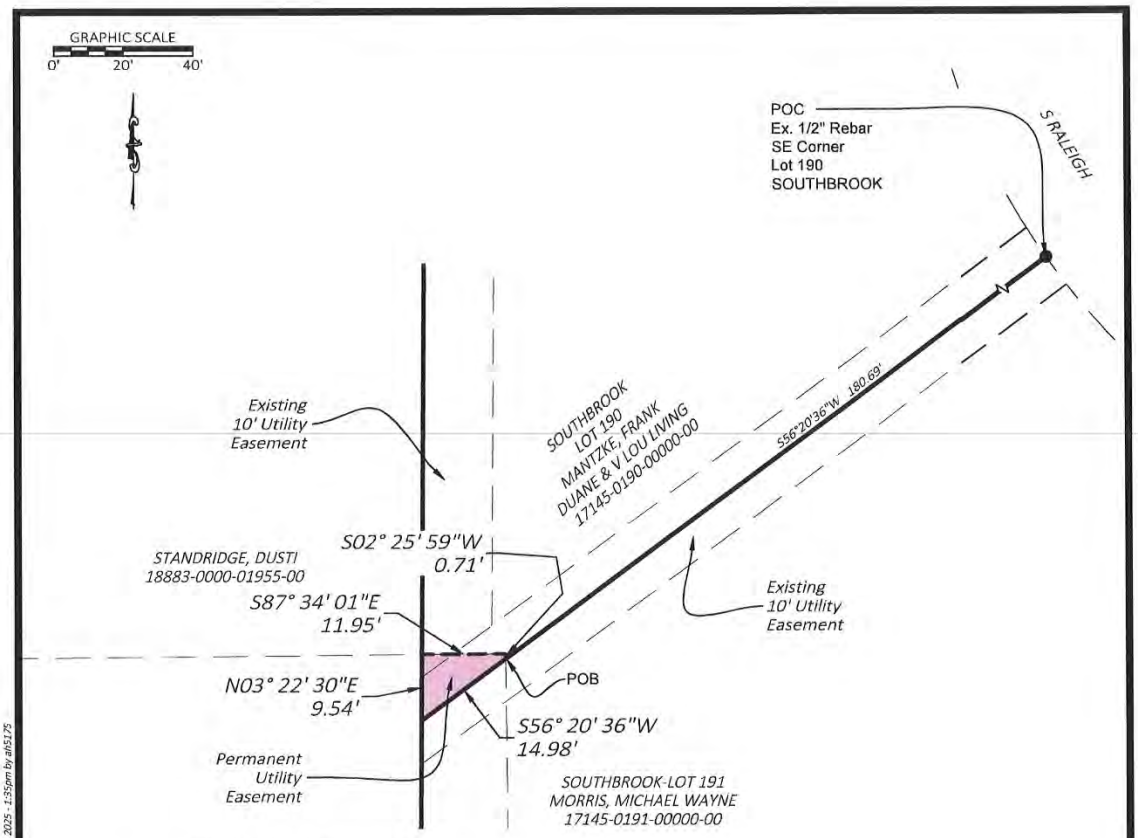
Property Tract Number is –

Tract 9

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Mantzke, Frank Duane & V. Lou Living #17145-0190-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Mantzke, Frank Duane & V. Lou Living. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 190, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South property line South 56°20'36" West a distance of 180.69 feet to the POINT OF BEGINNING; Thence continuing along said South line South 56°20'36" West a distance of 14.98 feet to the Southwest corner of said Lot 190; Thence along the West line of said Lot 190 North 03°22'30" East a distance of 9.54 feet; Thence leaving said West line South 87°34'01" East a distance of 11.95 feet; Thence South 02°25'59" West a distance of 0.71 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.001 acres (61 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

Utility Easement 61± SF 0.001± AC

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MANTZKE, FRANK DUANE & V LOU

PARCEL # 17145-0190-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SUR\CADD\Field\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:35pm by afh5175

September 9, 2025

Dear **Michael Wayne Morris:**

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 **4906 S 16th Terrace, Fort Smith, AR.** 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 being offered by the City is $**367.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

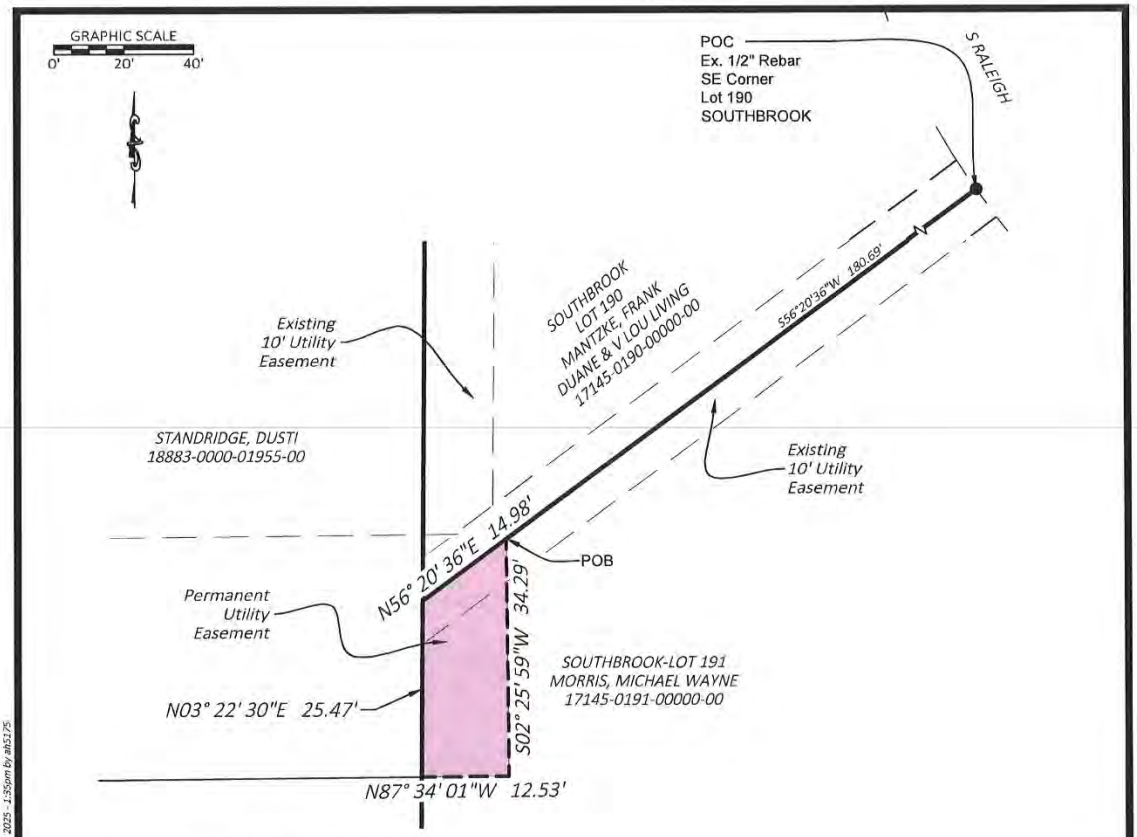
Property Tract Number is –

Tract 10

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Morris, Michael Wayne #17145-0191-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Morris, Michael Wayne. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 190, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South property line South 56°20'36" West a distance of 180.69 feet to the POINT OF BEGINNING; Thence leaving said property line South 02°25'59" West a distance of 34.29 feet; Thence North 87°34'01" West a distance of 12.53 feet to the East line of Standridge; Thence along said East line North 03°22'30" East a distance of 25.47 feet to the Southwest corner of the aforementioned Lot 190; Thence along the South line of said Lot, North 56°20'36" East a distance of 14.98 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.008 acres (367 sqft), more or less.

Utility Easement 367± SF 0.008± AC

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MORRIS, MICHAEL WAYNE

PARCEL # 17145-0191-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\53005\53989\01\SURV\CAD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:35pm by: ahS275

September 9, 2025

Dear **Dusti Standridge:**

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 **Towson Avenue Parcel #18883-0000-01955-00, Fort Smith, AR.** 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 being offered by the City is $**11,621.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

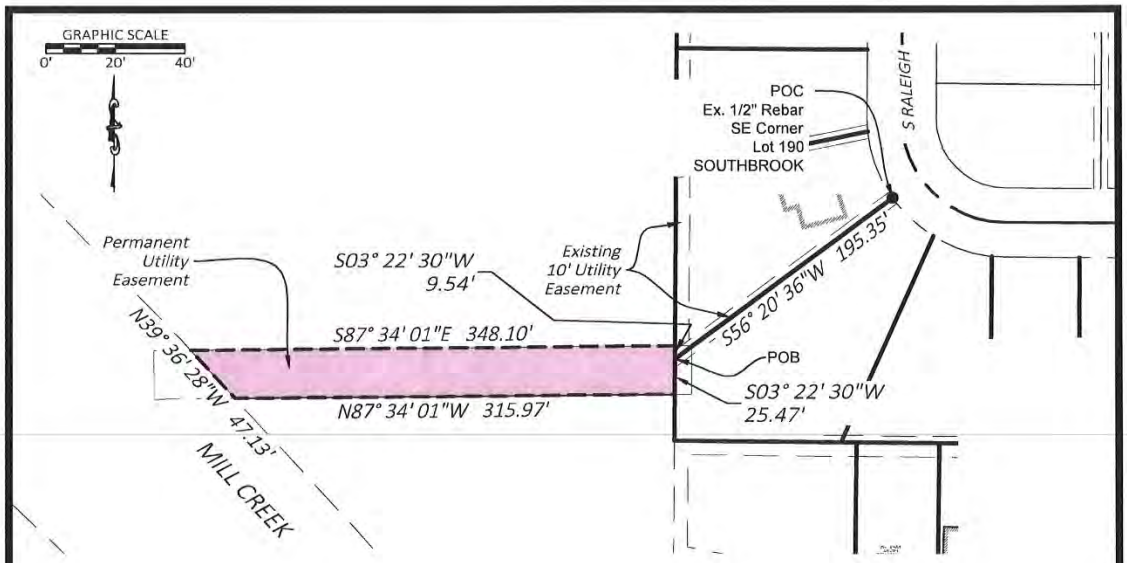
Property Tract Number is –

Tract 11

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Standridge, Dusti #18883-0000-01955-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Standridge, Dusti. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southeast Corner of Lot 190, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South property line, South 56°20'36" West a distance of 195.35 feet to the Southwest corner of said Lot and the POINT OF BEGINNING; Thence along the West line of Lot 191, South 03°22'30" West a distance of 25.47 feet; Thence leaving said West line, North 87°34'01" West a distance of 315.97 feet to a point on the East line of Mill Creek drainage easement; Thence along said East line, North 39°36'28" West a distance of 47.13 feet; Thence leaving said East line, South 87°34'01" East a distance of 348.10 feet to the West line of the aforementioned Lot 190; Thence along said West line of said Lot, South 03°22'30" West for a distance of 9.54 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.3 acres (11,621 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

	Utility Easement	*11,621± SF* *0.3± AC*

halff
HALFF ASSOCIATES, INC.
6704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
479.452.1933 - HALFF.COM

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

STANDRIDGE, DUSTI

PARCEL # 18883-0000-01955-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53900s\53989\001\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:36pm by afs5175

September 9, 2025

Dear **Carle Robbins Jr. et al:**

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 **S Savannah St Parcel #17145-0138-00000-01, Fort Smith, AR.** 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 being offered by the City is $**235.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

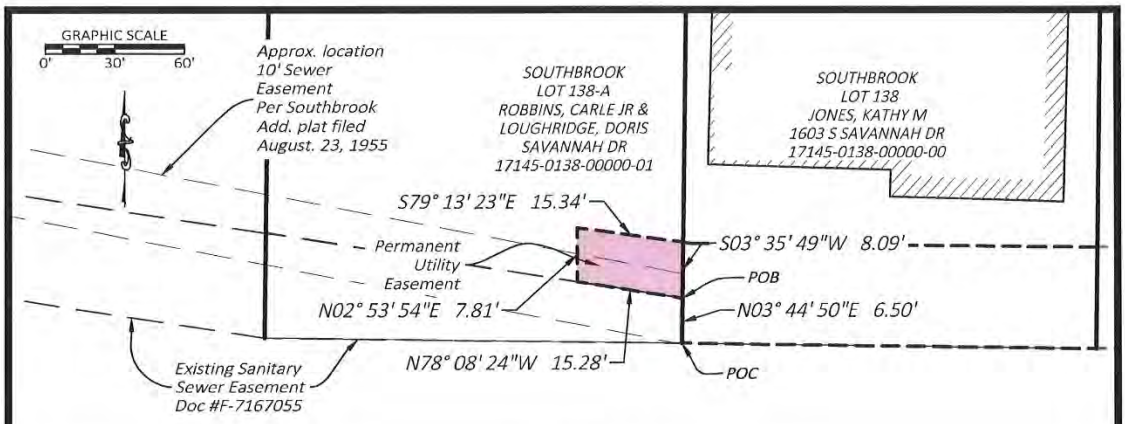
Property Tract Number is –

Tract 13

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



S. Savannah Street

SOUTHBROOK LOT 139-A NEWBOLD, WILLIAM R TRUSTEE 1600 S SAVANNAH DR 17145-0139-00000-01

SOUTHBROOK LOT 139 WRIGHT, LAMAR J 1604 S SAVANNAH DR 17145-0139-00000-00

PERMANENT UTILITY EASEMENT

Robbins, Carle Jr. & Loughridge, Doc #17145-0138-00000-01

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Robbins, Carle Jr. & Loughridge, Dor. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCEING at the Southeast Corner of Lot 138A, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the East line of said Lot, North 03°44'50" East a distance of 6.50 feet to the POINT OF BEGINNING; Thence leaving said East line, North 78°08'24" West a distance of 15.28 feet; Thence North 02°53'54" East a distance of 7.81 feet; Thence South 79°13'23" East a distance of 15.34 feet to the East line of the aforementioned Lot 138A; Thence along said East line, South 03°35'49" West a distance of 8.09 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.005 acres (235 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

Right of Way Acquisition 235± SF 0.005± AC

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

ROBBINS, CARLE JR & LOUGHRIDGE, DORIS

PARCEL # 17145-0138-00000-01
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\003\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 26, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:39pm by ahS175

September 9, 2025

Dear **Kathy M. Jones:**

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 **1603 S Savannah St, Fort Smith, AR.** 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 being offered by the City is $**874.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

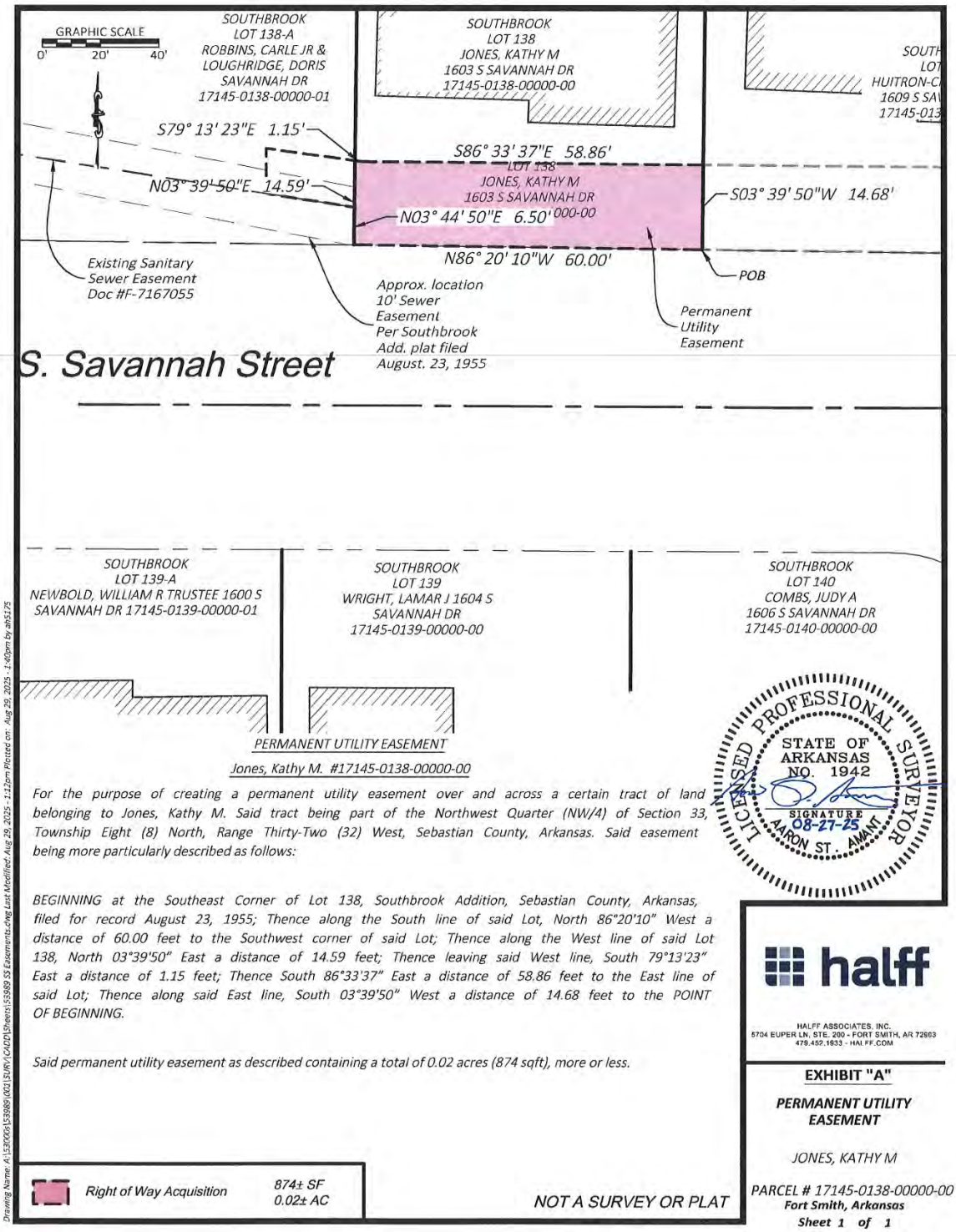
Property Tract Number is –

Tract 14

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Jones, Kathy M. #17145-0138-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Jones, Kathy M. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 138, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 60.00 feet to the Southwest corner of said Lot; Thence along the West line of said Lot 138, North 03°39'50" East a distance of 14.59 feet; Thence leaving said West line, South 79°13'23" East a distance of 1.15 feet; Thence South 86°33'37" East a distance of 58.86 feet to the East line of said Lot; Thence along said East line, South 03°39'50" West a distance of 14.68 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.02 acres (874 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

Right of Way Acquisition 874± SF 0.02± AC

NOT A SURVEY OR PLAT

halff

HALFF ASSOCIATES, INC.
5704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
479.452.1833 - HALFF.COM

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

JONES, KATHY M

PARCEL # 17145-0138-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53\00053598\001\SURV\CADD\Sheets\53598 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:40pm by ahS175

September 9, 2025

Dear **Pilar Huitron-Chavez:**

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 **1609 S Savannah St, Fort Smith, AR.** 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 being offered by the City is $**890.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

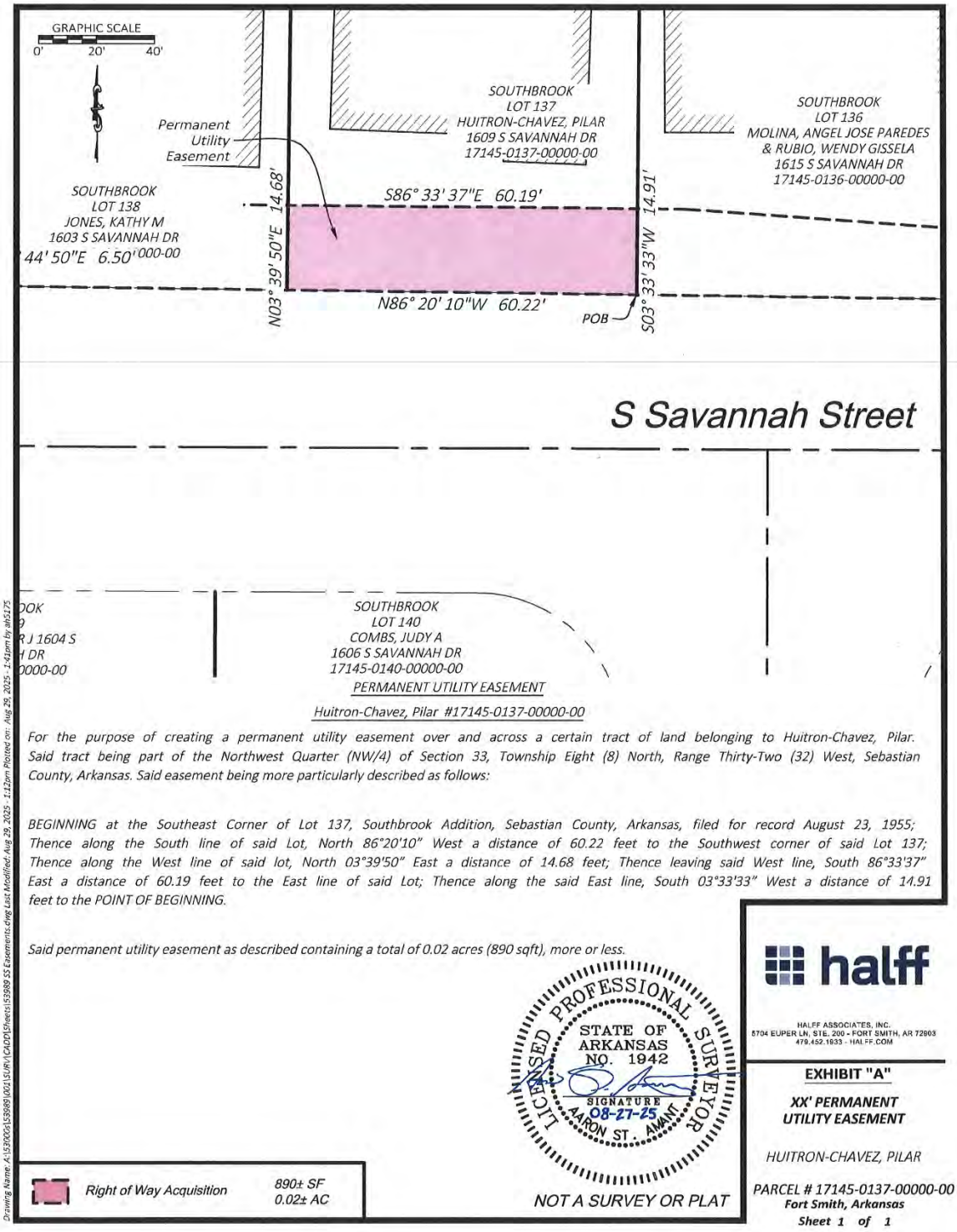
Property Tract Number is –

Tract 15

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Huitron-Chavez, Pilar #17145-0137-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Huitron-Chavez, Pilar. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 137, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 60.22 feet to the Southwest corner of said Lot 137; Thence along the West line of said lot, North 03°39'50" East a distance of 14.68 feet; Thence leaving said West line, South 86°33'37" East a distance of 60.19 feet to the East line of said Lot; Thence along the said East line, South 03°33'33" West a distance of 14.91 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.02 acres (890 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

Right of Way Acquisition — 890± SF / 0.02± AC

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

XX' PERMANENT UTILITY EASEMENT

HUITRON-CHAVEZ, PILAR

PARCEL # 17145-0137-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\153\005\153989\00\15\R\CADD\Sheets\153989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:41pm by ah5175

September 9, 2025

Dear **Angel Jose Paredes Molina et al:**

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 **1615 Savannah St, Fort Smith, AR.** 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 being offered by the City is $**815.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

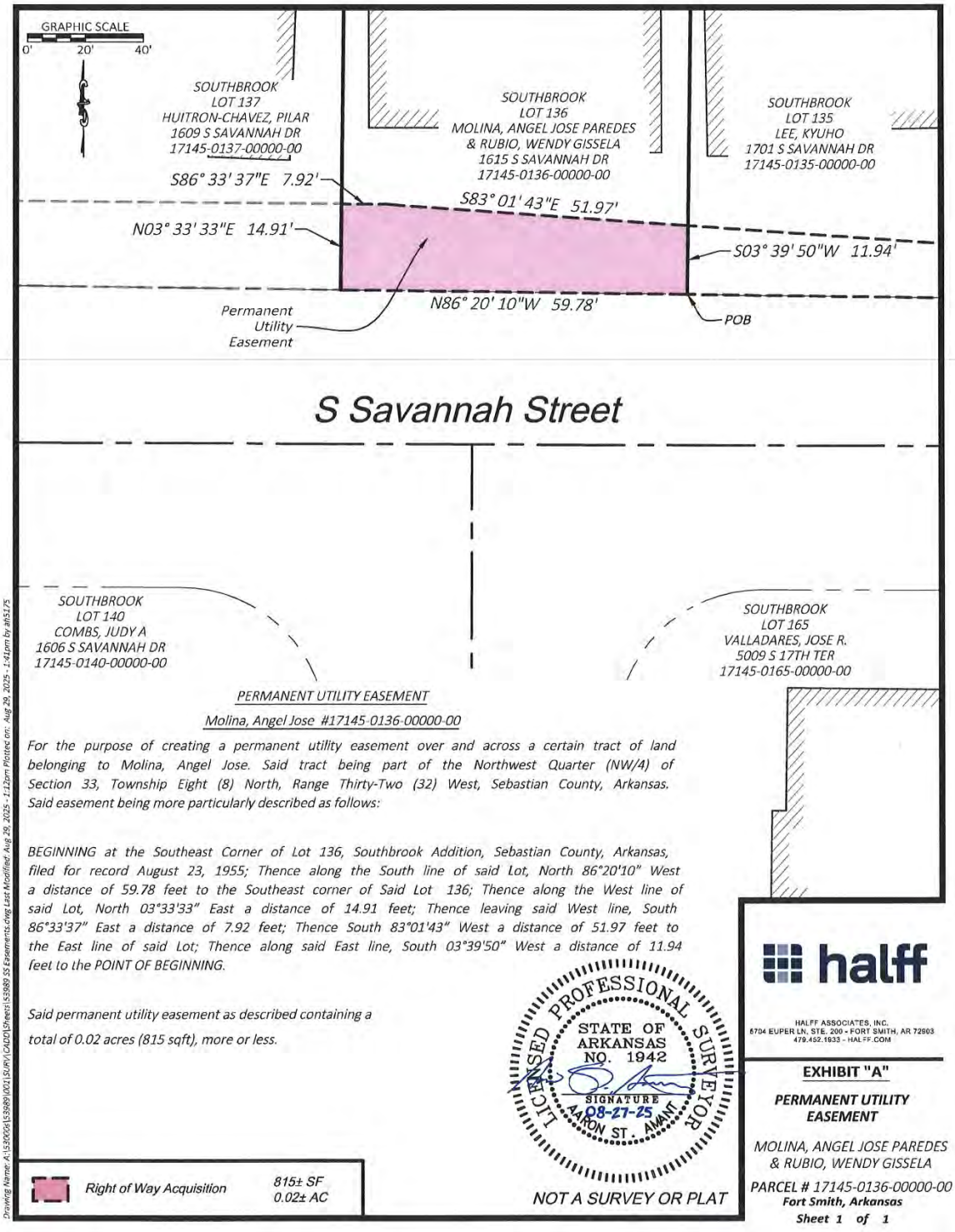
Property Tract Number is –

Tract 16

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Molina, Angel Jose #17145-0136-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Molina, Angel Jose. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 136, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 59.78 feet to the Southeast corner of Said Lot 136; Thence along the West line of said Lot, North 03°33'33" East a distance of 14.91 feet; Thence leaving said West line, South 86°33'37" East a distance of 7.92 feet; Thence South 83°01'43" West a distance of 51.97 feet to the East line of said Lot; Thence along said East line, South 03°39'50" West a distance of 11.94 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.02 acres (815 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
AARON ST. AMANT
08-27-25

Right of Way Acquisition 815± SF 0.02± AC

NOT A SURVEY OR PLAT

halff

HALFF ASSOCIATES, INC.
6704 EUPER LN, STE. 200 • FORT SMITH, AR 72903
479.452.1933 - HALFF.COM

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

MOLINA, ANGEL JOSE PAREDES & RUBIO, WENDY GISSELA

PARCEL # 17145-0136-00000-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\53000\153989\001\SURV\CADD\Sheets\153989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:41pm by afh5175

September 9, 2025

Dear **Kyuho Lee:**

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 **1701 Savannah St, Fort Smith, AR.** 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 being offered by the City is $**613.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

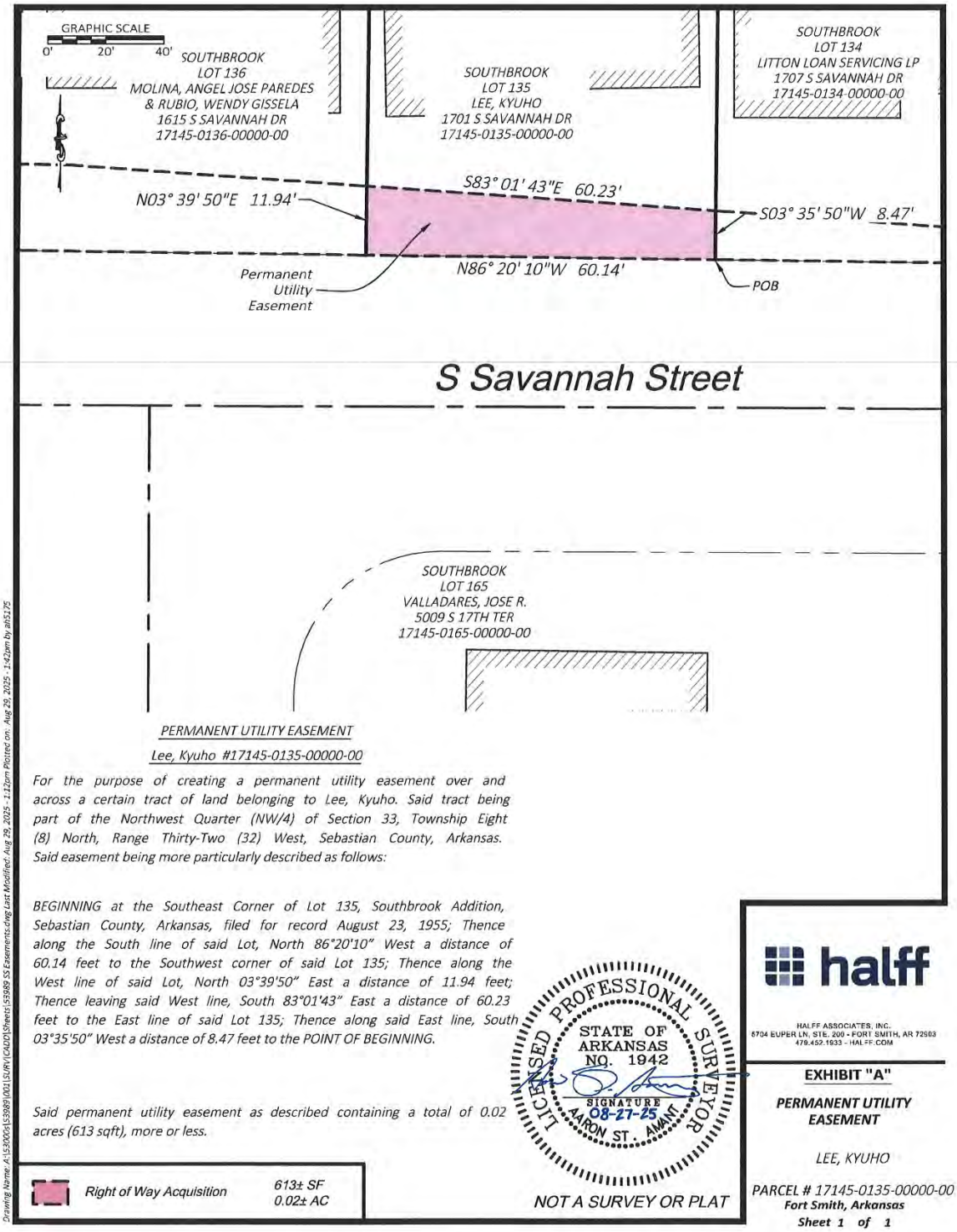
Property Tract Number is –

Tract 17

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Lee, Kyuho #17145-0135-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Lee, Kyuho. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 135, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 60.14 feet to the Southwest corner of said Lot 135; Thence along the West line of said Lot, North 03°39'50" East a distance of 11.94 feet; Thence leaving said West line, South 83°01'43" East a distance of 60.23 feet to the East line of said Lot 135; Thence along said East line, South 03°35'50" West a distance of 8.47 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.02 acres (613 sqft), more or less.

	Right of Way Acquisition	613± SF 0.02± AC

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

halff

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6704 EUPER LN, STE. 200 • FORT SMITH, AR 72903
479.452.1933 • HALFF.COM

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

LEE, KYUHO

PARCEL # 17145-0135-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53900s\53989\001\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:42pm by ah5125

September 9, 2025

Dear **Litton Loan Servicing LP:**

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 **1707 Savannah St, Fort Smith, AR.** 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 being offered by the City is $**403.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

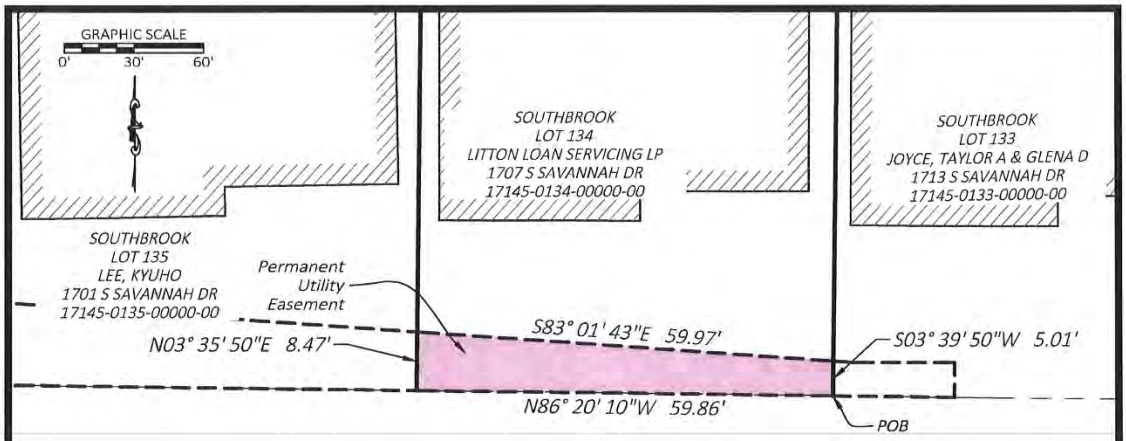
Property Tract Number is –

Tract 18

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Litton Loan Servicing LP #17145-0134-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Litton Loan Servicing LP. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 134, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the South line of said Lot, North 86°20'10" West a distance of 59.86 feet to the Southwest corner of said Lot 134; Thence along the West line of said Lot, North 03°35'50" East a distance of 8.47 feet; Thence leaving said West line, 83°01'43" East a distance of 59.97 feet to the East line of said Lot 134; Thence along said East line, South 03°39'50" West a distance of 5.01 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.009 acres (403 sqft), more or less.

	Right of Way Acquisition	*403± SF* *0.009± AC*

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

halff

HALFF ASSOCIATES, INC.
8704 EUPER LN. STE. 200 - FORT SMITH, AR 72903
479.452.1933 - HALFF.COM

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

LITTON LOAN SERVICING LP

PARCEL # 17145-0134-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:12pm Plotted on: Aug 29, 2025 - 1:42pm by ahs175

September 9, 2025

Dear **Taylor A & Glena D Joyce:**

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 **1716 Savannah St, Fort Smith, AR.** 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 being offered by the City is $**100.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

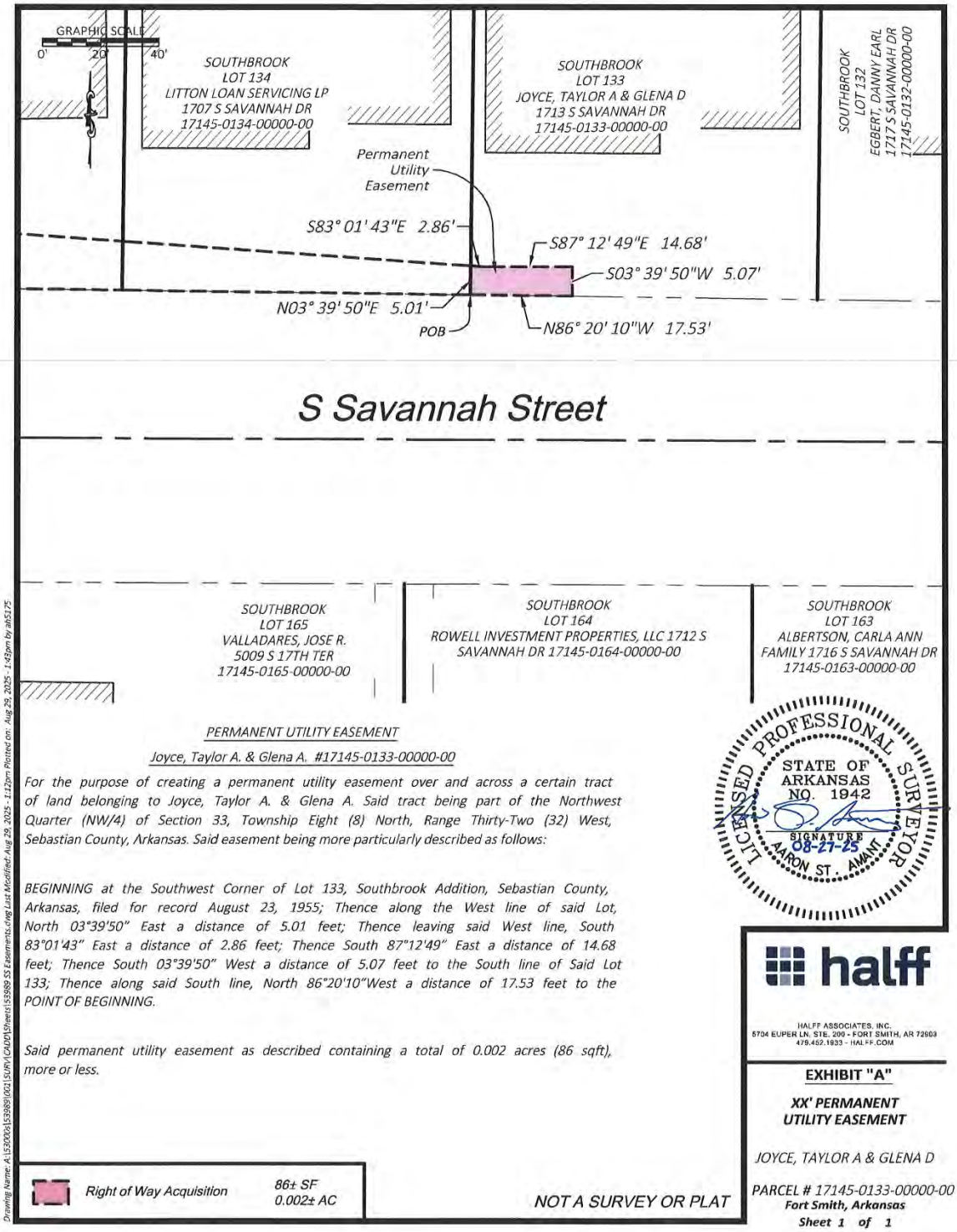
Property Tract Number is –

Tract 19

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Joyce, Taylor A. & Glena A. #17145-0133-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Joyce, Taylor A. & Glena A. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Southwest Corner of Lot 133, Southbrook Addition, Sebastian County, Arkansas, filed for record August 23, 1955; Thence along the West line of said Lot, North 03°39'50" East a distance of 5.01 feet; Thence leaving said West line, South 83°01'43" East a distance of 2.86 feet; Thence South 87°12'49" East a distance of 14.68 feet; Thence South 03°39'50" West a distance of 5.07 feet to the South line of Said Lot 133; Thence along said South line, North 86°20'10"West a distance of 17.53 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.002 acres (86 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-27-25
AARON ST. AMANT

Right of Way Acquisition 86± SF 0.002± AC

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

XX' PERMANENT UTILITY EASEMENT

JOYCE, TAYLOR A & GLENA D

PARCEL # 17145-0133-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 1:42pm Plotted on: Aug 29, 2025 - 1:42pm by afc5125

September 9, 2025

Dear **Delia & Robert Pfaff:**

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 **1703 S Utica St, Fort Smith, AR.** 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 being offered by the City is $**1333.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

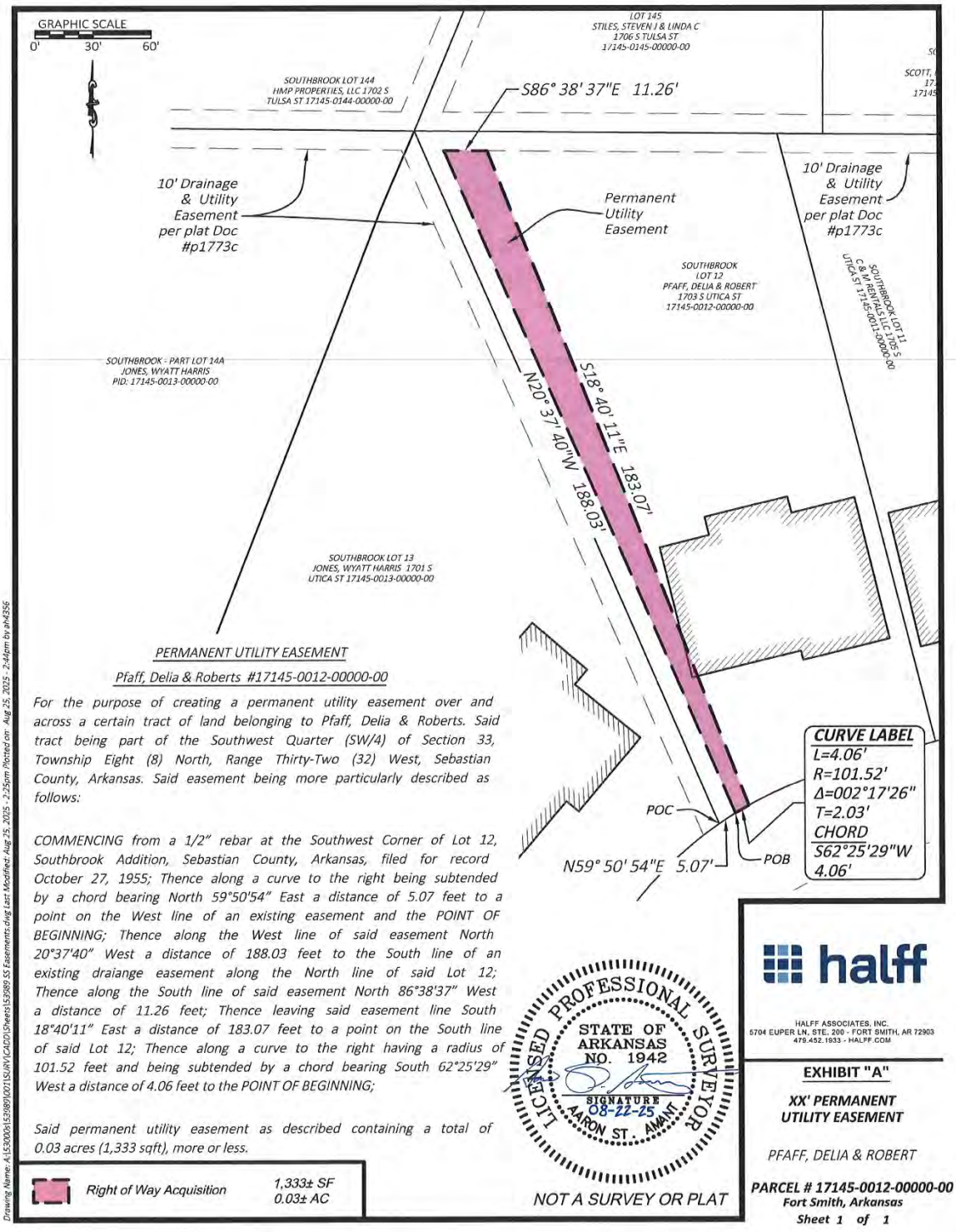
Property Tract Number is –

Tract 20

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Pfaff, Delia & Roberts #17145-0012-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Pfaff, Delia & Roberts. Said tract being part of the Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from a 1/2" rebar at the Southwest Corner of Lot 12, Southbrook Addition, Sebastian County, Arkansas, filed for record October 27, 1955; Thence along a curve to the right being subtended by a chord bearing North 59°50'54" East a distance of 5.07 feet to a point on the West line of an existing easement and the POINT OF BEGINNING; Thence along the West line of said easement North 20°37'40" West a distance of 188.03 feet to the South line of an existing draiange easement along the North line of said Lot 12; Thence along the South line of said easement North 86°38'37" West a distance of 11.26 feet; Thence leaving said easement line South 18°40'11" East a distance of 183.07 feet to a point on the South line of said Lot 12; Thence along a curve to the right having a radius of 101.52 feet and being subtended by a chord bearing South 62°25'29" West a distance of 4.06 feet to the POINT OF BEGINNING;

Said permanent utility easement as described containing a total of 0.03 acres (1,333 sqft), more or less.

	Right of Way Acquisition	1,333± SF 0.03± AC

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

XX' PERMANENT UTILITY EASEMENT

PFAFF, DELIA & ROBERT

PARCEL # 17145-0012-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000\53989\001\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 25, 2025 - 2:25pm Plotted on: Aug 25, 2025 - 2:44pm by ph4356

September 9, 2025

Dear **Canterbury Family LLLP:**

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 **1200 S 71 Hwy, Fort Smith, AR.** 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 being offered by the City is $**1292.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

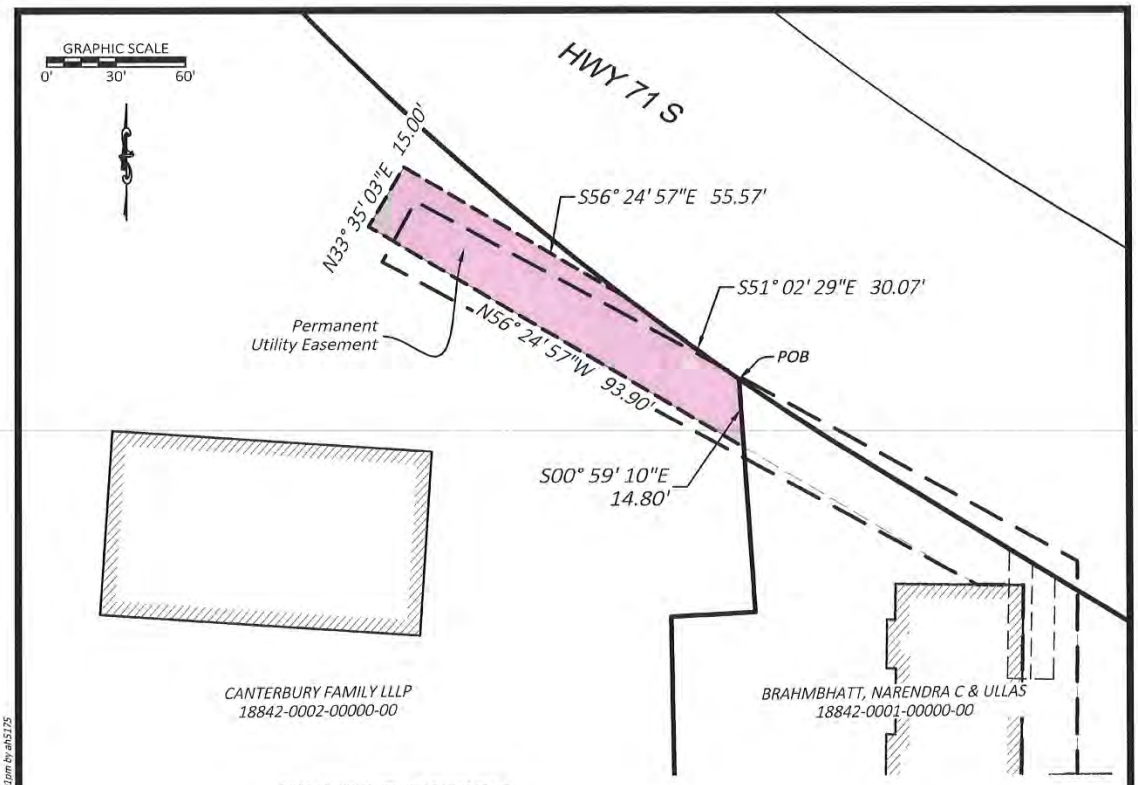
Property Tract Number is –

Tract 21

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Canterbury Family LLLP #18842-0002-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Canterbury Family LLLP. Said tract being part of the Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Northeast corner of Tract 2, York Addition, Sebastian County, Arkansas, filed for record January 4, 1984; Thence along the East line of said tract, South 00°59'10" East a distance of 14.80 feet; Thence leaving said East line, North 56°24'57" West a distance of 93.90 feet; Thence North 33°35'03" East a distance of 15.00 feet; Thence South 56°24'57" East a distance of 55.57 feet to a point on the North line of said tract; Thence along said North line, South 51°02'29" East a distance of 30.07 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.03 acres (1,292sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

CANTERBURY FAMILY LLLP
PARCEL # 18842-0002-00000-00

Fort Smith, Arkansas
Sheet 1 of 1

Right of Way Acquisition	*1,292± SF*	*0.03± AC*

NOT A SURVEY OR PLAT

Drawing Name: A:\153000s\153989\00715\SURV\CAD\Sheets\153989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:45am Plotted on: Aug 29, 2025 - 1:01pm by ah5125

September 9, 2025

Dear **Narendra C & Ullas Brahmbhatt:**

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 **5715 Towson Avenue, Fort Smith, AR.** 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 being offered by the City is $**4792.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

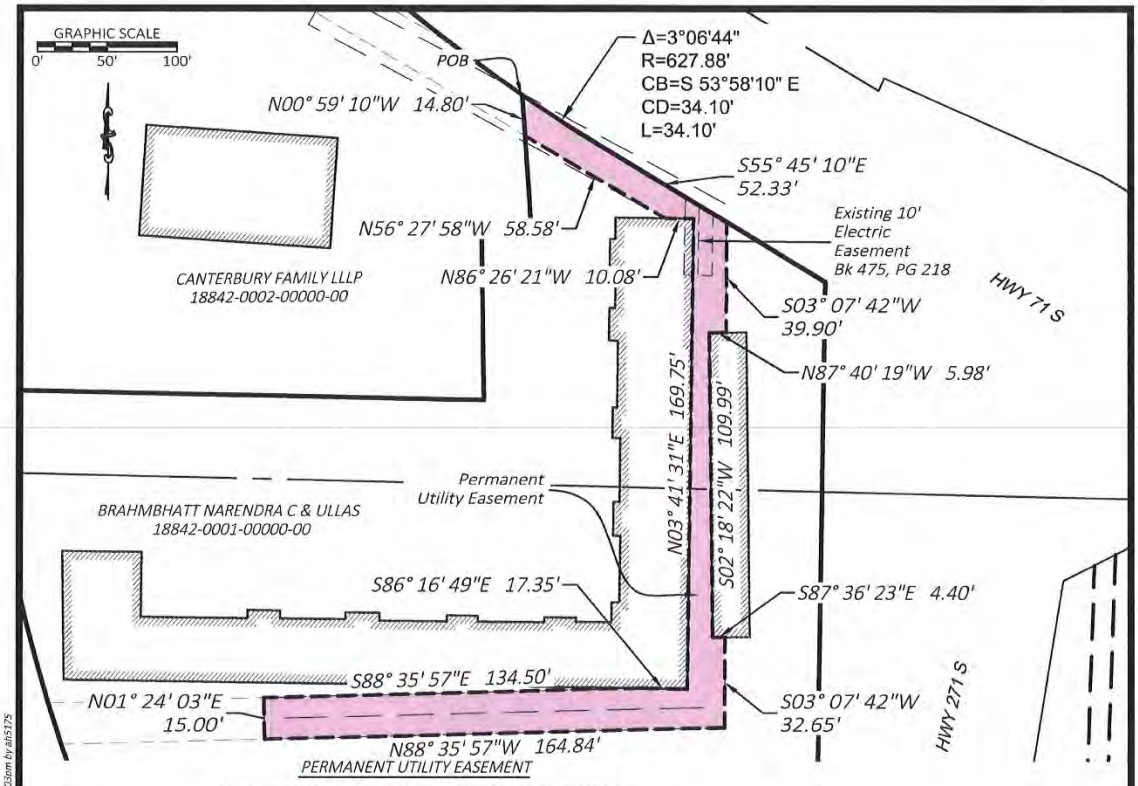
Property Tract Number is –

Tract 22

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



Brahmbhatt, Narendra C. & Ullas #18842-0001-00000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Brahmbhatt, Narendra C. & Ullas. Said tract being part of the Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Northwest corner of Tract 1 York Addition, Sebastian County, Arkansas, filed for record April 1, 1983, said point also being on the Southernmost right-of-way of Highway 71 South; Thence along said right-of-way along a curve to the left for a distance of 34.10 feet, said curve having a radius of 627.88 feet and being subtended by a chord bearing and distance of South 53°58'10" East 34.10 feet; Thence continuing along said right-of-way, South 55°45'10" East a distance of 52.33 feet; Thence leaving said right-of-way, South 03°07'42" West a distance of 39.90 feet to the North face of the Easternmost apartment building (Stonewall Jackson Inn); Thence along said North face, North 87°40'19" West a distance of 5.98 feet to the Northwest corner of said building; Thence along the West face of said building, South 02°18'22" West a distance of 109.99 feet to the Southwest corner of said building; Thence along the South face of said building, South 87°36'23" East a distance of 4.40 feet; Thence leaving said South face, South 03°07'42" West a distance of 32.65 feet; Thence North 88°35'57" West a distance of 164.84 feet; Thence North 01°24'03" East a distance of 15.00 feet; Thence South 88°35'57" East a distance of 134.50 feet to a point on the South face of the Westernmost apartment building (Stonewall Jackson Inn); Thence along said South face, South 86°16'49" East a distance of 17.35 feet to the Southeast corner of said Western building; Thence along the East face of said building, North 03°41'31" East a distance of 169.75 feet to the Northeast corner of said building; Thence along the North face of said building, North 86°26'21" West a distance of 10.08 feet; Thence leaving the North face of said building North 56°27'58" West a distance of 58.58 feet; Thence North 00°59'10" West a distance of 14.80 to the POINT OF BEGINNING. Said permanent utility easement as described containing a total of 0.11 acres (4,792 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-25-25
AARON ST. AMANT

Right of Way Acquisition	4,792± SF	0.11± AC

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

BRAHMBHATT NARENDRA C & ULLAS

PARCEL # 18842-0001-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53\00083\53989\01\15\MYCADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:45am Plotted on: Aug 29, 2025 - 1:03pm by ahs175

September 9, 2025

Dear **M & C Management, LTD:**

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 **5517 Wheeler Avenue, Fort Smith, AR.** 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 being offered by the City is $**169.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

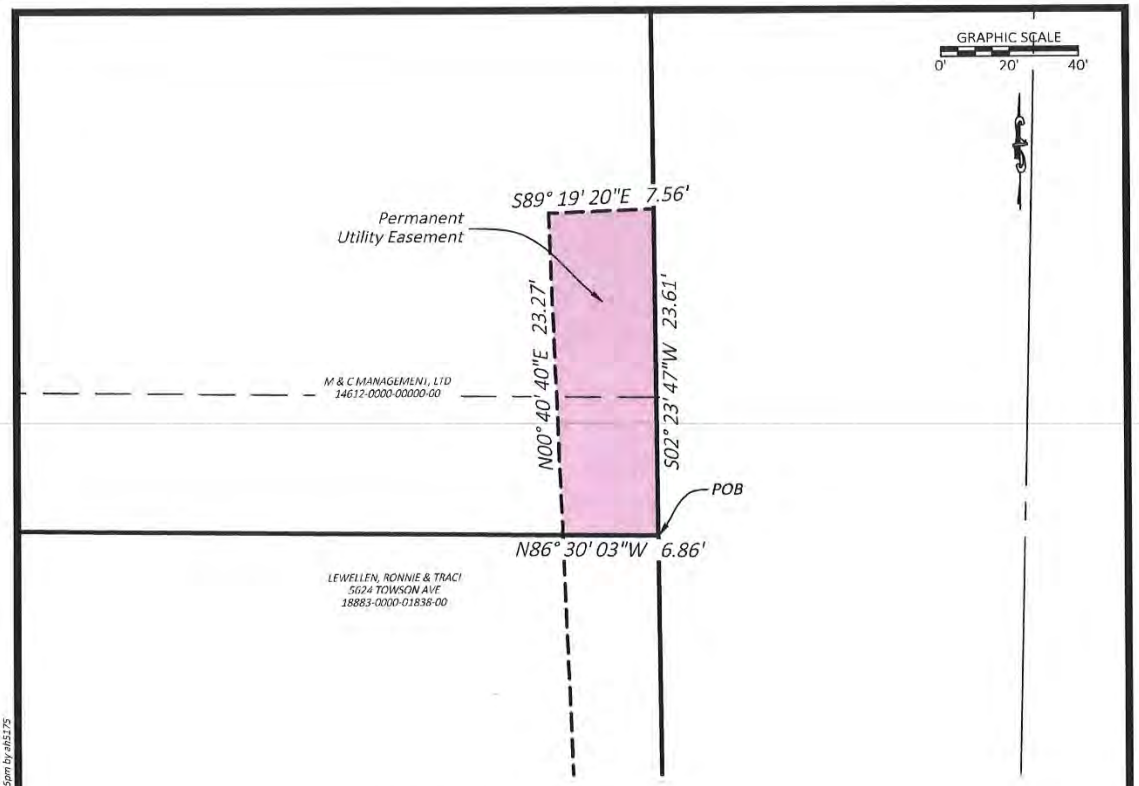
Property Tract Number is –

Tract 23

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

M & C Management, LTD. #14612-0000-00000-00

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

BEGINNING at the Southeast corner of said M & C tract; Thence along the South property line of said tract North 86°30'03" West a distance of 6.86 feet; Thence leaving said property line North 00°40'40" East a distance of 23.27 feet; Thence South 89°19'20" East a distance of 7.56 to a point on the East property line of said tract; Thence South 02°23'47" West a distance of 23.61 feet to the POINT OF BEGINNNG.

Said permanent utility easement as described containing a total of 0.003 acres (169 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

Right of Way Acquisition — 169± SF / 0.003± AC

NOT A SURVEY OR PLAT

halff

HALFF ASSOCIATES, INC.
5704 EUPER LN, STE. 200 • FORT SMITH, AR 72903
479.452.1833 • HALFF.COM

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

M & C MANAGEMENT, LTD

PARCEL # 14612-0000-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\153000s\153986\00115\R\CADD\Sheets\153986 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:46am Plotted on: Aug 29, 2025 - 1:05pm by ahSLTS

September 9, 2025

Dear **Ronnie & Traci Lewellen:**

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 **5624 Towson Avenue, Fort Smith, AR.** 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 being offered by the City is $**535.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

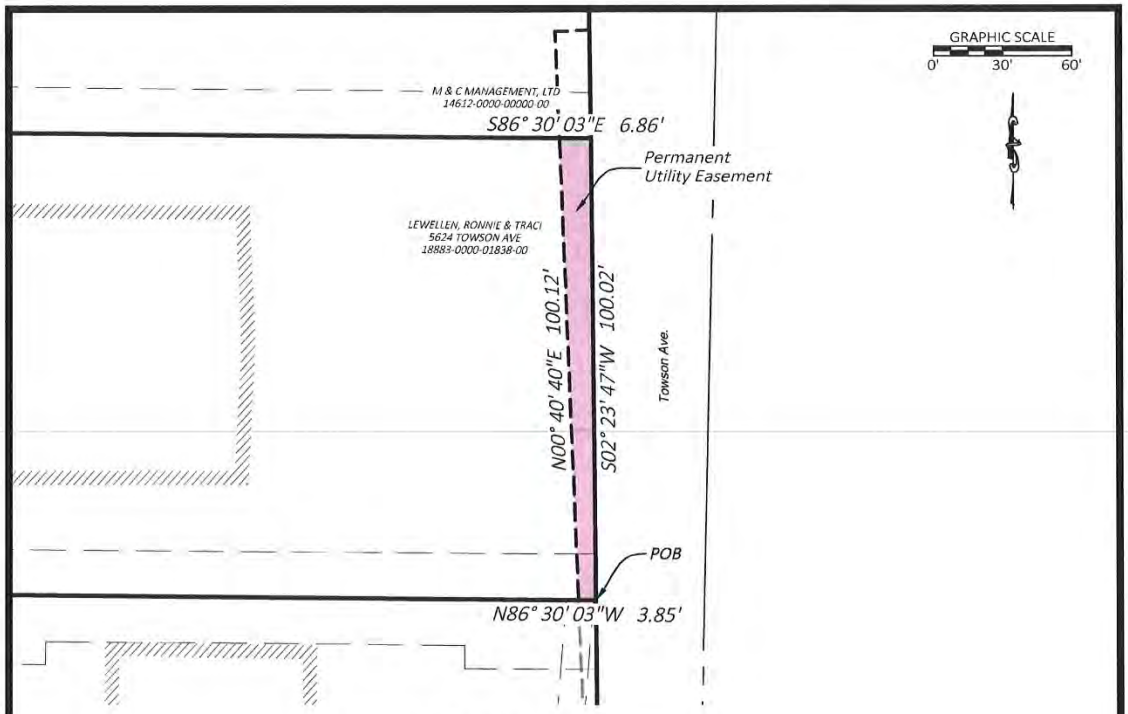
Property Tract Number is –

Tract 24

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Lewellen, Ronnie & Traci. #18883-0000-01838-00

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

BEGINNING at the Southeast corner of said Lewellen tract; Thence along the South property line of said tract, North 86°30'03" West a distance of 3.85 feet; Thence leaving said property line, North 00°40'40" East a distance of 100.12 feet to a point on the North property line of said tract; Thence along said North property line, South 86°30'03" East a distance of 6.86 to the Northeast corner of said tract; Thence along the East line of said tract, South 02°23'47" West a distance of 100.02 feet to the POINT OF BEGINNNG.

Said permanent utility easement as described containing a total of 0.01 acres (535 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

Right of Way Acquisition 535± SF 0.01± AC

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

LEWELLEN, RONNIE & TRACI

PARCEL # 18883-0000-01838-000
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53988\(01) SURV (CADD)\Sheets\53988 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 2:07pm by ah5175

September 9, 2025

Dear **Ronnie & Traci Lewellen:**

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 **5700 Towson Avenue, Fort Smith, AR.** 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 being offered by the City is $**247.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

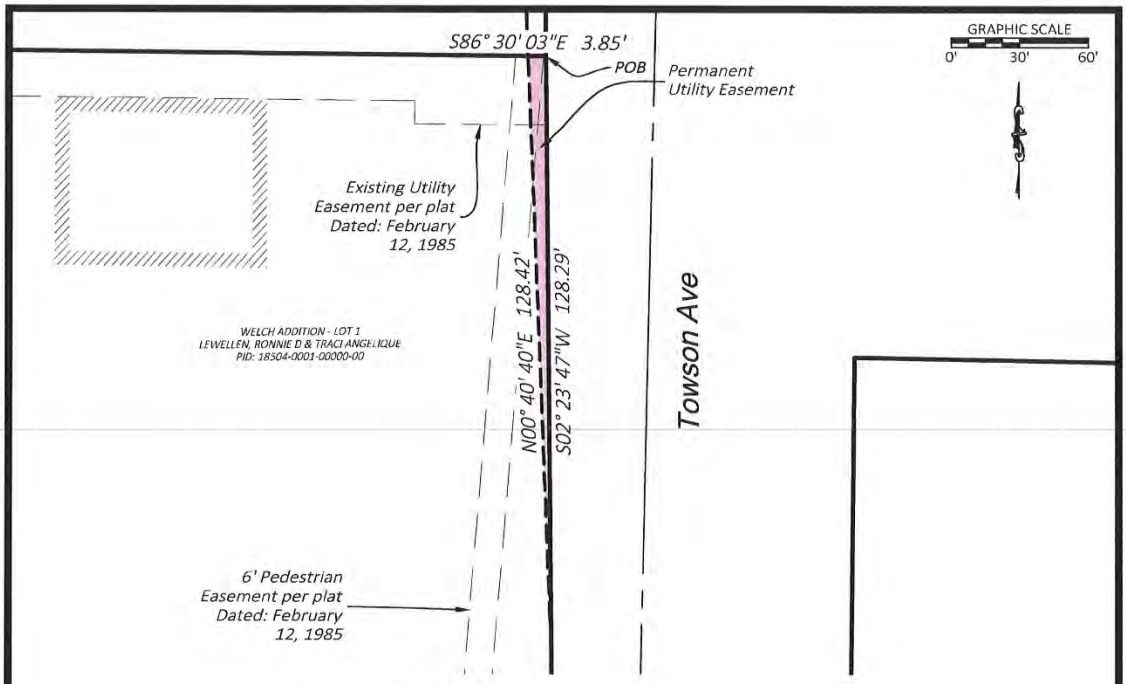
Property Tract Number is –

Tract 25

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Lewellen, Ronnie D. & Traci Angelique #18504-0001-00000-00

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

BEGINNING at the Northeast corner of Lot 1 Welch Addition; Thence along the East property line of said Lot, South 02°23'47" West a distance of 128.29 feet; Thence leaving said East property line North 00° 40'40" East a distance of 128.42 feet to a point on the North property line of said Lot 1; Thence along said North property line South 86°30'03" East a distance of 3.85 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.005 acres (247 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
8-22-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

	Right of Way Acquisition	247± SF 0.005± AC

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

WELCH ADDITION - LOT 1
LEWELLEN, RONNIE D &
TRACI ANGELIQUE
PARCEL # 18504-0001-00000-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\002\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:45am Plotted on: Aug 29, 2025 - 1:07pm by ahS175

September 9, 2025

Dear **Sutherland's Lumber & Building Headquarters:**

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 **1801 S Zero St, Fort Smith, AR.** 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 being offered by the City is $**217.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

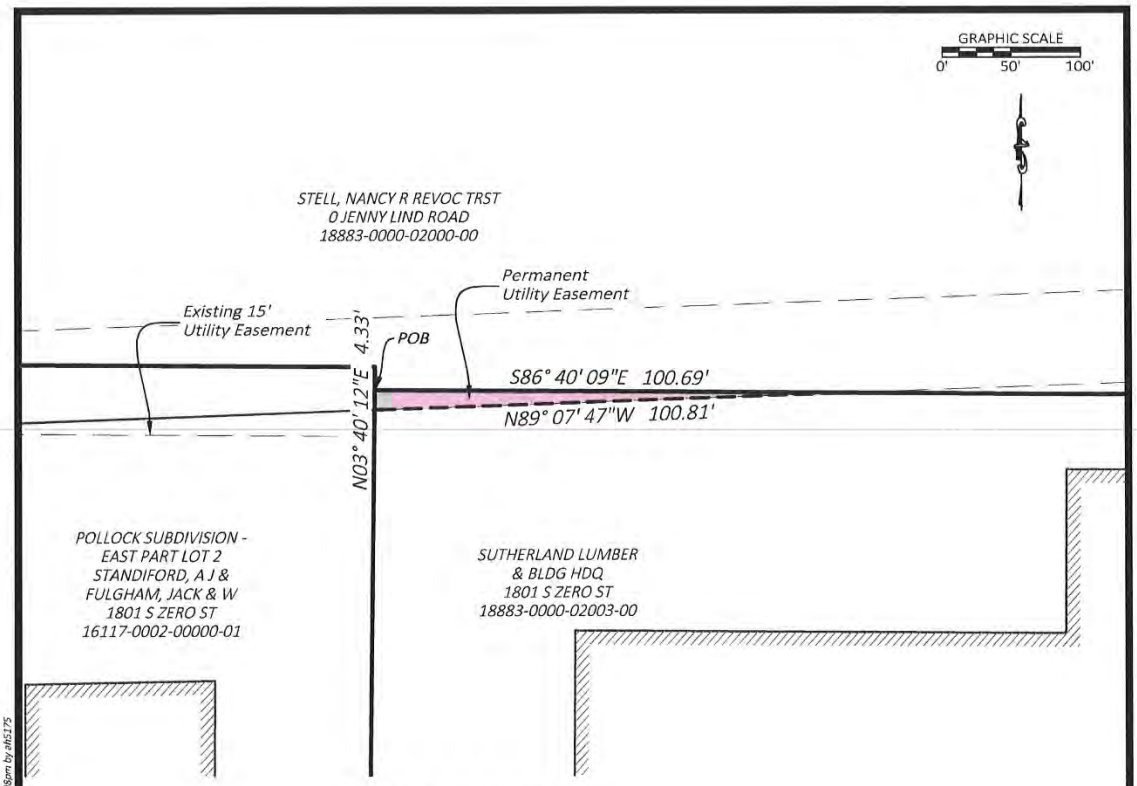
Property Tract Number is –

Tract 26

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Sutherland Lumber & BLDG HDQ Doc #18883-0000-02003-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Sutherland Lumber & BLDG HDQ. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Northwest corner of said tract; Thence along the North property line of said tract South 86°40'09" East a distance of 100.69 feet; Thence leaving said North property line North 89°07'47" West a distance of 100.81 feet to a point on the West property line of said tract; Thence along said West property line North 03°40'12" East a distance of 4.33 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.005 acres (217 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

Right of Way Acquisition 217± SF 0.005± AC

NOT A SURVEY OR PLAT

halff

HALFF ASSOCIATES, INC.
8704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
479.452.1933 - HALFF.COM

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

SUTHERLAND LUMBER & BLDG HDQ

PARCEL # 18883-0000-02003-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\53000\153989\01\SURVICADD\Sheets\153989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:45am Plotted on: Aug 29, 2025 - 1:08pm by ahS175

September 9, 2025

Dear **Nancy R Stell Revocable 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 **Jenny Lind Rd Parcel #18883-0000-02000-00, Fort Smith, AR.** 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 being offered by the City is $**7868.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

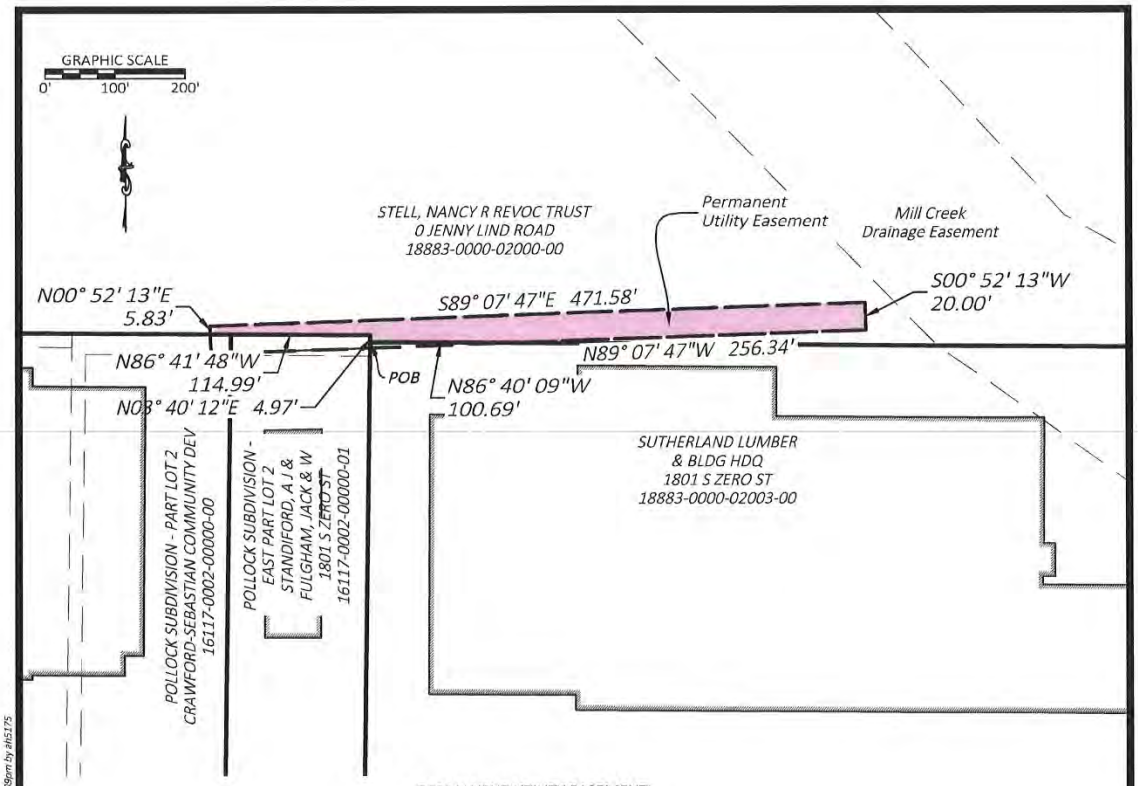
Property Tract Number is –

Tract 27

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Stell, Nancy R. Revocable Trust - Doc #18883-0000-02000-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Stell, Nancy R. Revocable Trust. Said tract being part of the Northwest Quarter (NW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

BEGINNING at the Northwest corner of the Sutherland Lumber & BLDG. HDQ. tract; Thence along the East line of Standiford, North 03°40'12" East a distance of 4.97 feet to the Northeast corner of Standiford; Thence along the North line of Pollock Subdivision, North 86°41'48" West a distance of 114.99 feet; Thence leaving said North line, North 00°52'13" East a distance of 5.83 feet; Thence South 89°07'47" East a distance of 471.58 feet; Thence South 00°52'13" West a distance of 20.00 feet; Thence to a point on the North property line of said tract North 89°07'47" West a distance of 256.34 feet; Thence along said North property line North 86°40'09" a distance of 100.69 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.20 acres (7,868 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-22-25
AARON ST. AMANT

halff

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

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

STELL, NANCY R REVOC TRUST

PARCEL # 18883-0000-02000-00
Fort Smith, Arkansas
Sheet 1 of 1

	Right of Way Acquisition	*7,868± SF* *0.20± AC*

NOT A SURVEY OR PLAT

Drawing Name: A:\53000s\53989\001\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:45am Plotted on: Aug 29, 2025 - 1:09pm by ahS175

September 9, 2025

Dear **Chaffee Rentals, LLC:**

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 **5101 Towson Avenue, Fort Smith, AR.** 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 being offered by the City is $**5261.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

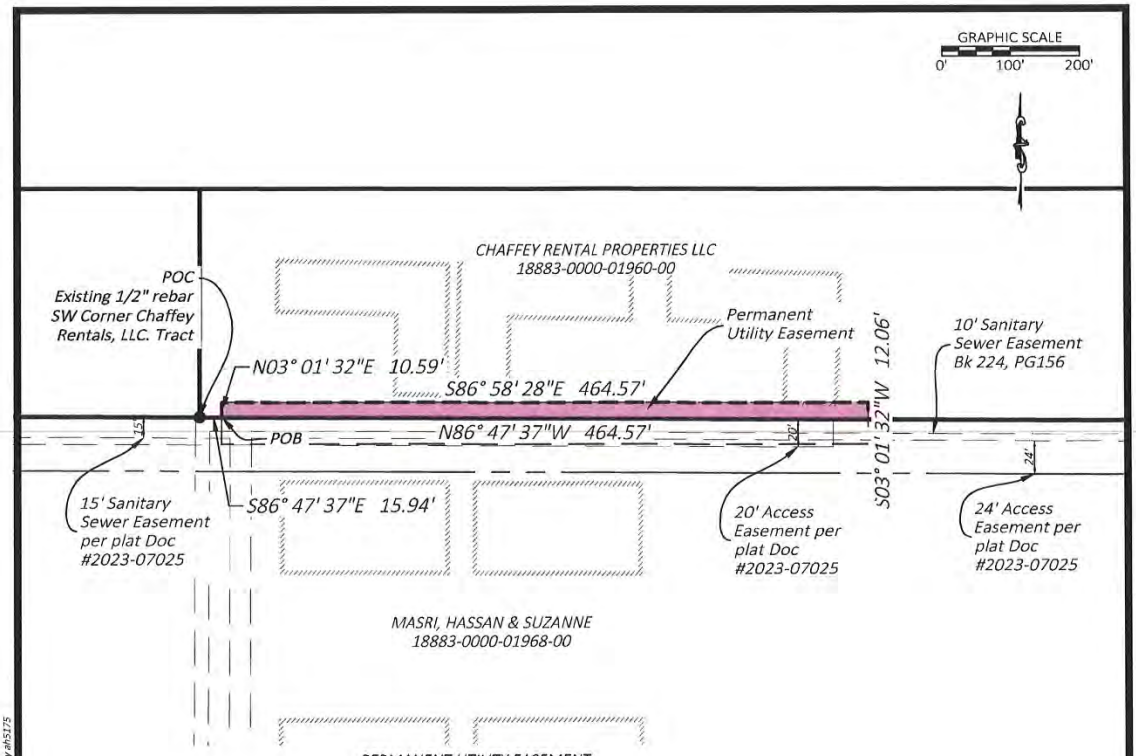
Property Tract Number is –

Tract 28

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Chaffey Rentals LLC. #18883-0000-01960-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Chaffey Rentals, LLC. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING at a 1/2" rebar at the Southwest corner of said Chaffey Rentals, LLC. tract; Thence along the South line of said tract, South 86°47'37" East a distance of 15.94 feet to the POINT OF BEGINNING; Thence leaving said South line, North 03°01'32" East a distance of 10.59 feet; Thence South 86°58'28" East a distance of 464.57 feet; Thence South 03°01'32" West a distance of 12.06 feet to the aforementioned South line; Thence along said South line, North 86°47'37" West a distance of 464.57 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.12 acres (5,261 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-29-25
AARON ST. AMANT

	Right of Way Acquisition	5,261± SF 0.12± AC

NOT A SURVEY OR PLAT

halff

HALFF ASSOCIATES, INC.
5704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
479.452.1033 - HALFF.COM

EXHIBIT "A"

XX' PERMANENT UTILITY EASEMENT

ROBBINS, CARLE JR &
LOUGHRIDGE, DORIS

PARCEL # 18883-0000-01969-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SUR\1CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 9:15am Plotted on: Aug 29, 2025 - 10:48am by ahS175

September 9, 2025

Dear **5121 Towson Avenue, LLC:**

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 **5121 Towson Avenue, Fort Smith, AR.** 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 being offered by the City is $**3394.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

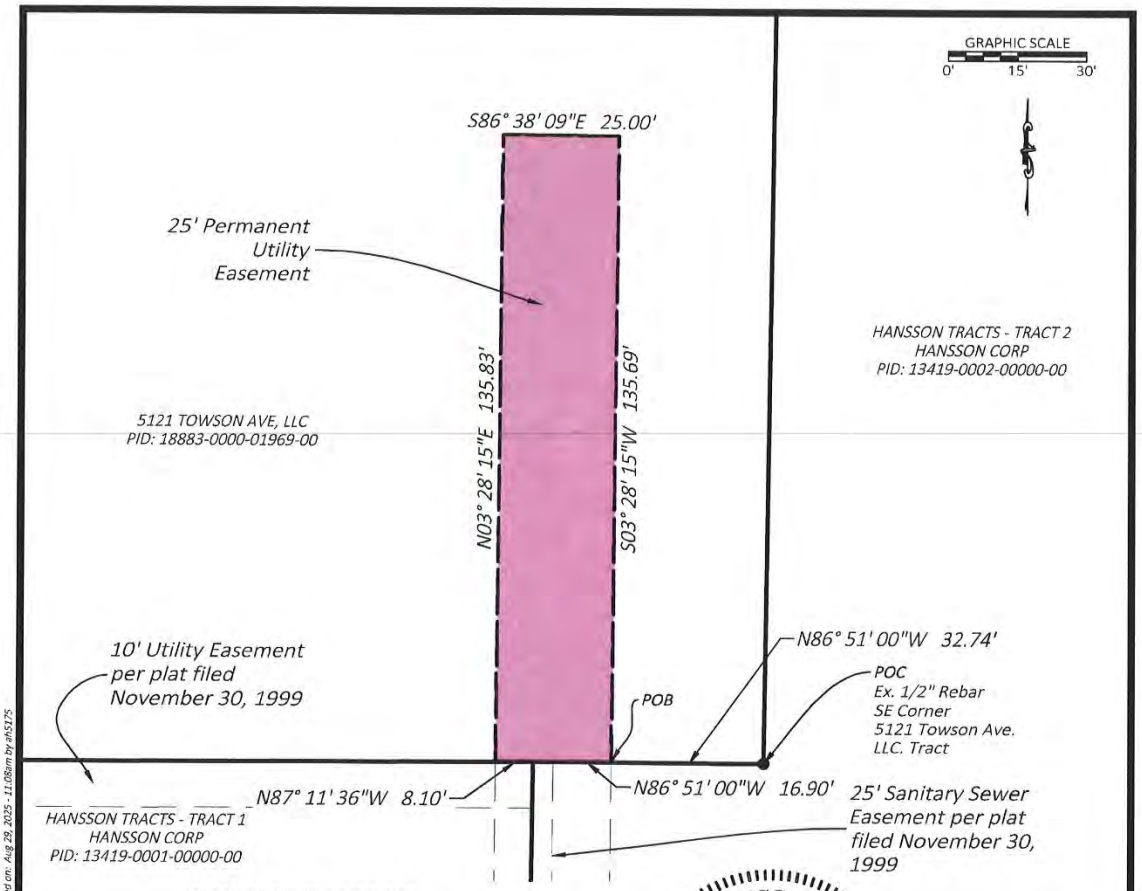
Property Tract Number is –

Tract 29

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

5121 Towson Ave., LLC. #18883-0000-01969-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to 5121 Towson Ave., LLC. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING at a 1/2" rebar at the Southeast Corner of said Towson Ave tract; Thence along the South property line of said tract North 86°51'00" West a distance of 32.74 feet to the POINT OF BEGINNING; Thence along said South line, North 86°51'00" West a distance of 16.90 feet; Thence continuing along said South line, North 87°11'36" West a distance of 8.10 feet; Thence leaving said South property line North 03°28'15" East a distance of 135.83 feet; Thence South 86°38'09" East a distance of 25.00 feet; Thence South 03°28'15" West a distance of 135.69 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.07

Right of Way Acquisition	3,394± SF	0.07± AC

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-28-25
AARON ST. AMANT

NOT A SURVEY OR PLAT

halff

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

EXHIBIT "A"

25' PERMANENT UTILITY EASEMENT

5121 TOWSON AVE, LLC.

PARCEL # 18883-0000-01969-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\152000s\153989\001\SUR\CADD\Sheets\153989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:45am Plotted on: Aug 29, 2025 - 11:08am by ah5175

September 9, 2025

Dear **Genaro Cabrea:**

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 **5301 Towson Avenue, Fort Smith, AR.** 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 being offered by the City is $**3388.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

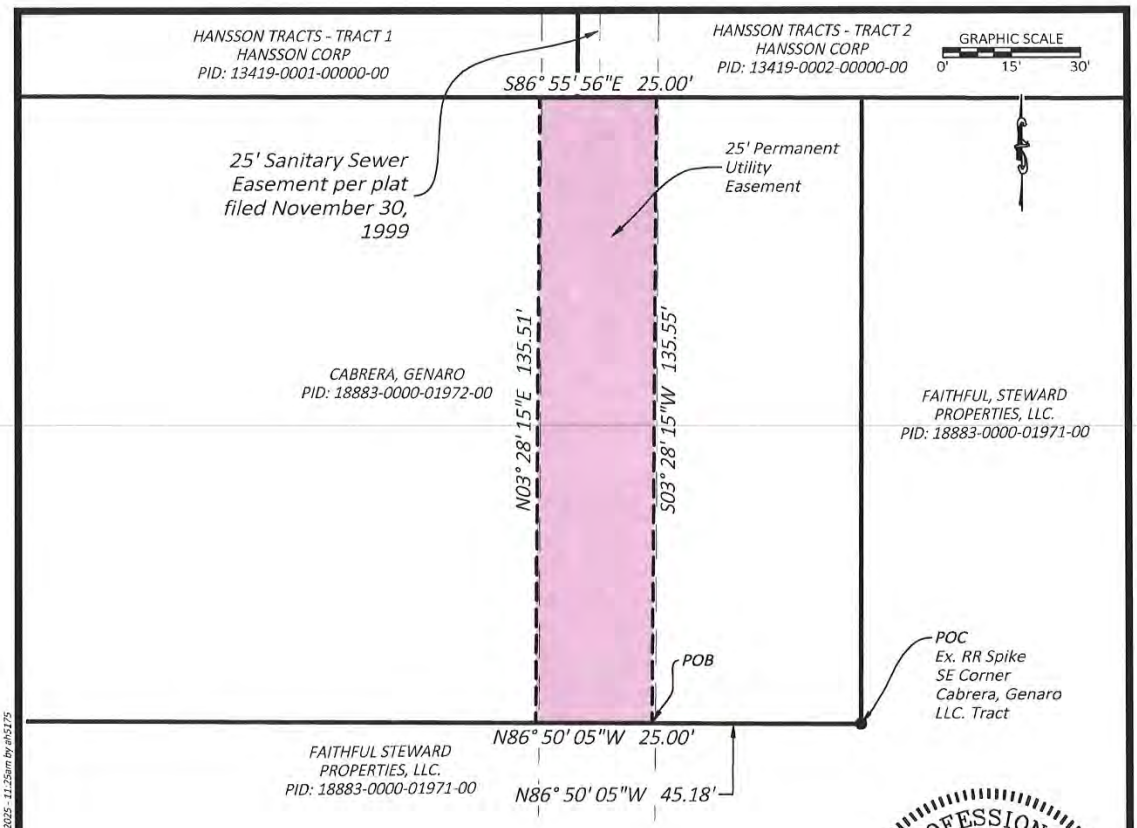
Property Tract Number is –

Tract 30

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-28-25
AARON ST. AMANT

PERMANENT UTILITY EASEMENT

Cabrera, Genaro #18883-0000-01972-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Cabrera, Genaro. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from an existing railroad spike at the Southeast Corner of said Genaro tract; Thence along the South property line of said tract North 86°50'05" West a distance of 45.18 feet to the POINT OF BEGINNING; Thence continuing along said South line, North 86°50'05" West a distance of 25.00 feet; Thence leaving said South property line North 03°28'15" East a distance of 135.51 feet to the North property line of said tract; Thence along said North property line South 86°55'56" East a distance of 25.00 feet; Thence leaving said North property line South 03°28'15" West a distance of 135.55 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.08 acres (3,388 sqft), more or less.

	Right of Way Acquisition	*3,388± SF* *0.08± AC*

NOT A SURVEY OR PLAT

halff

HALFF ASSOCIATES, INC.
5704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
479.452.1633 - HALFF.COM

EXHIBIT "A"

25' PERMANENT UTILITY EASEMENT

CABRERA, GENARO

PARCEL # 18883-0000-01972-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53600s\53989\(401)SURV\CAD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 11:25am by ahS175

September 9, 2025

Dear **Faithful Steward Properties, LLC:**

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 **5305 Towson Avenue, Fort Smith, AR.** 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 being offered by the City is $**1255.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

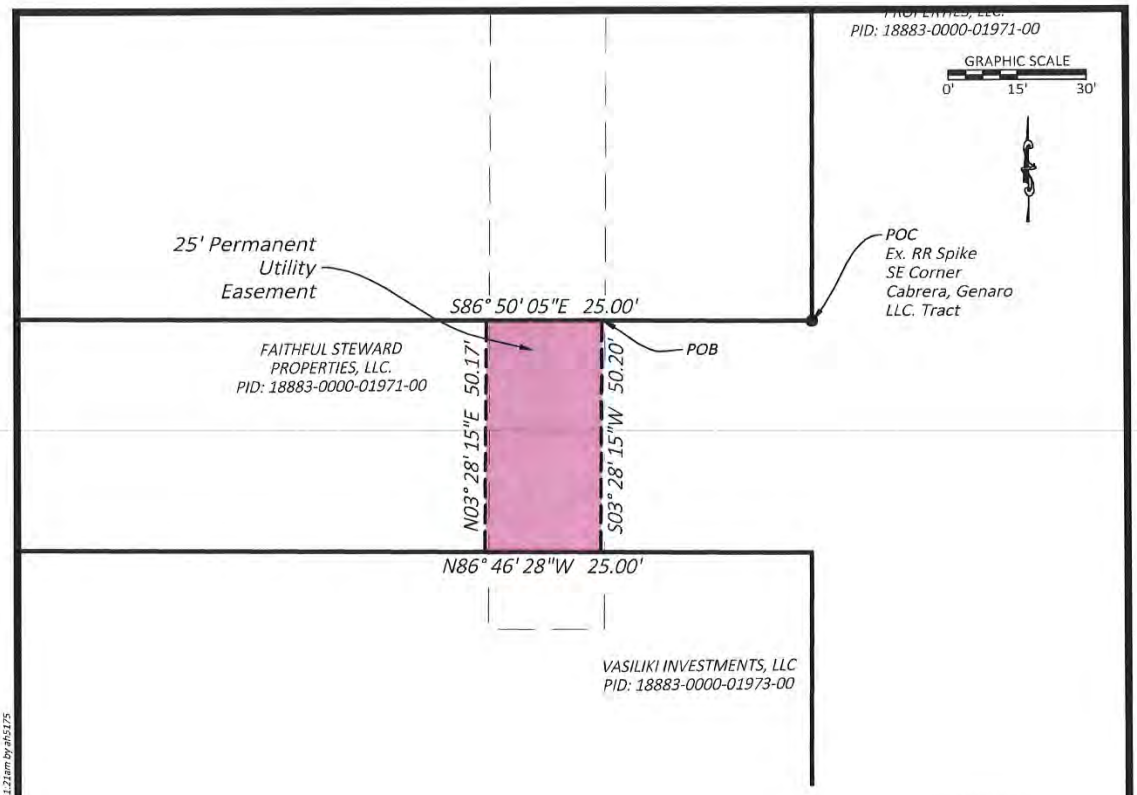
Property Tract Number is –

Tract 31

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



PERMANENT UTILITY EASEMENT

Faithful Steward Properties, LLC. #18883-0000-01971-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Faithful Steward Properties, LLC. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from an existing railroad spike at the Southeast Corner of the Cabrara, Genaro tract; Thence along the South property line of said tract North 86°50'05" West a distance of 45.18 feet to the POINT OF BEGINNING; Thence leaving said South property line South 03°28'15" West a distance of 50.20 feet to a point on the North property line of the Vasiliki Investments, LLC tract; Thence along said North property line North 86°46'28" West a distance of 25.00; Thence leaving said North property line North 03°28'15" East a distance of 50.17 feet to a point on the the aforementioned South property line of the Cabrara tract; Thence along said South property line South 86°50'05" East a distance of 25.00 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.03 acres (1,255 sqft), more or less.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-28-25
AARON ST. AMANT

Right of Way Acquisition	1,255± SF	0.03± AC

NOT A SURVEY OR PLAT

halff

HALFF ASSOCIATES, INC.
5704 EUPER LN. STE. 200 - FORT SMITH, AR 72903
479.452.1833 - HALFF.COM

EXHIBIT "A"

25' PERMANENT UTILITY EASEMENT

FAITHFUL STEWARDS PROPERTIES, LLC

PARCEL # 18883-0000-01971-00

Fort Smith, Arkansas

Sheet 1 of 1

Drawing Name: A:\53000s\53989\001\SURV\CADD\Sheets\53989 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:45am Plotted on: Aug 29, 2025 - 11:21am by ahS175

September 9, 2025

Dear **Vasiliki Investments, LLC:**

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 **5307 Towson Avenue, Fort Smith, AR.** 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 being offered by the City is $**418.00**. This value was established by an independent state certified appraiser.

The Utility Department will be taking this project that includes your property to the Fort Smith Board of Directors on **September 16th, 2025.** The meeting will be held at The Blue Lion on 101 North 2nd Street in Fort Smith, AR 72901. The meeting will be at 6:00 p.m. You are welcome to attend and speak to the Board on this matter.

The project information is –

19-15: 2017 SSA Remedial Measures, Sub-Basin MC06

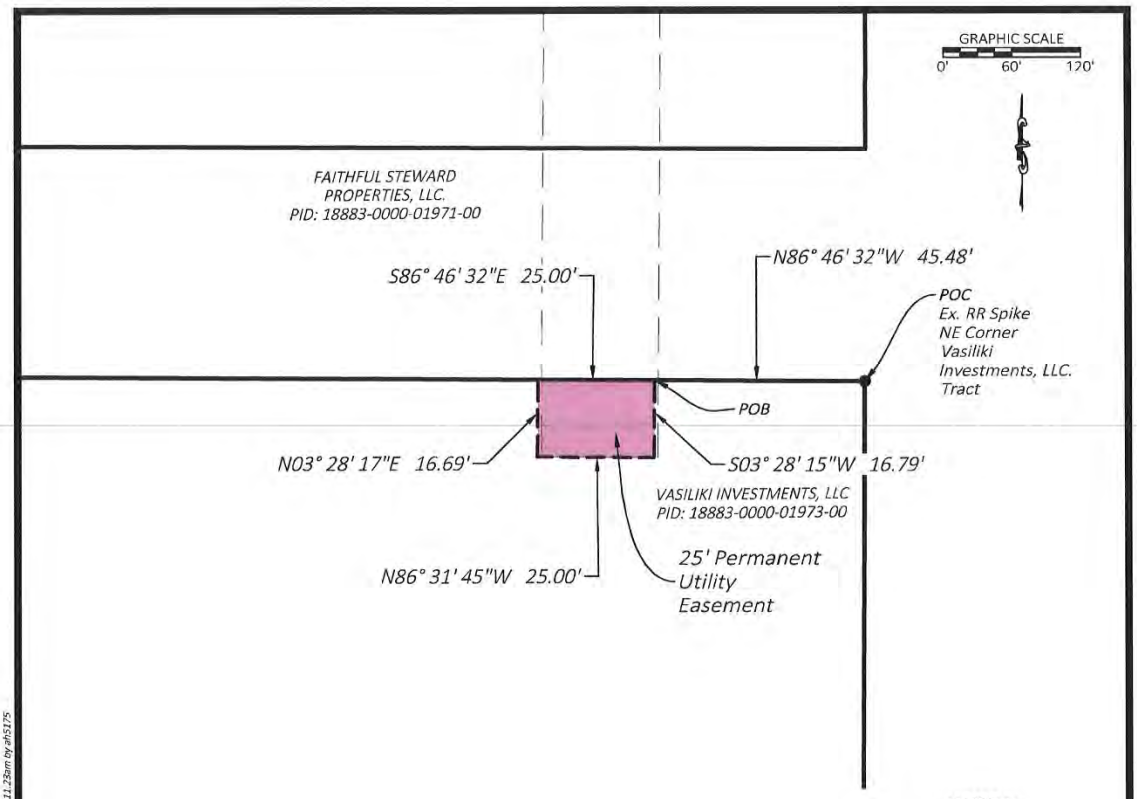
Property Tract Number is –

Tract 32

Should you have any questions or concerns, please feel free to contact Chris Wilson at 479-221-6722 or me at 479-522-7246 or CBethel@fortsmithar.gov. Your earliest attention to this matter is greatly appreciated.

Respectfully,

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



LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO. 1942
SIGNATURE
08-28-25
AARON ST. AMANT

PERMANENT UTILITY EASEMENT

Vasiliki Investments, LLC. #18883-0000-01973-00

For the purpose of creating a permanent utility easement over and across a certain tract of land belonging to Vasiliki Investments, LLC. Said tract being part of the Northwest Quarter (NW/4) Southwest Quarter (SW/4) of Section 33, Township Eight (8) North, Range Thirty-Two (32) West, Sebastian County, Arkansas. Said easement being more particularly described as follows:

COMMENCING from an existing railroad spike at the Northeast corner of said tract North 86°46'32" West a distance of 45.48 feet to the POINT OF BEGINNING; Thence leaving said North property line South 03°28'15" West a distance of 16.79 feet; Thence North 86°31'45" West a distance of 25.00 feet; Thence North 03°28'17" East a distance of 16.69 feet to a point on said North property line; Thence along said North property line South 86°46'32" East a distance of 25.00 feet to the POINT OF BEGINNING.

Said permanent utility easement as described containing a total of 0.01 acres (418 sqft), more or less.

Right of Way Acquisition 418± SF 0.01± AC

NOT A SURVEY OR PLAT

halff

HALFF ASSOCIATES, INC.
5704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
479.452.1833 - HALFF.COM

EXHIBIT "A"

25' PERMANENT UTILITY EASEMENT

VASILIKI INVESTMENTS, LLC.

PARCEL # 18883-0000-01973-00
Fort Smith, Arkansas
Sheet 1 of 1

Drawing Name: A:\53000s\53369\001\SUR\CAD\Sheets\53369 SS Easements.dwg Last Modified: Aug 29, 2025 - 10:49am Plotted on: Aug 29, 2025 - 11:23am by afs5175

MEMORANDUM

TO: Mayor McGill and Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE:

SUBJECT: Staff Augmentation Services Agreement with Burns & McDonnell Engineering Company, Project 25-90-E

SUMMARY

The City is continuing to experience a staffing shortage within the Engineering Department. At present, there are no properly qualified and licensed candidates available to assume the role of Interim Director of Engineering. To address this need, services with **Burns & McDonnell Engineering Company** will continue on a full-time basis as described in the agreement to fill the Interim Director position.

The Interim Director will report directly to the City Administrator, who will provide direction on priorities and focus areas. Specific tasks are outlined in *Exhibit A – Scope of Services* of the attached agreement. These services will primarily support the one-cent sales tax program for streets, bridges, and associated drainage projects.

The attached agreement is anticipated to provide sufficient coverage for up to six months of full-time service at a cost not to exceed $317,493.

A Resolution authorizing the Mayor to execute this Agreement with Burns & McDonnell is attached and is on the agenda for consideration at the September 16 regular meeting.

Please contact me with any questions related to this agenda item.

ATTACHMENTS

1. 20250916_Resolution_Approving_Staff_Augementation_Services_from_Burns_and_McD
2. Fort Smith Interim Director Agreement - Signed 2025-09-09.pdf

FISCAL IMPACT: *Not to Exceed $317,493.00*
BUDGET INFORMATION: *Budgeted / Engineering - Budgeted Personnel Funds*

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LOANED PERSONNEL AGREEMENT WITH BURNS & McDONNELL ENGINEERING INC. FOR STAFF AUGMENTATION SERVICES FOR THE ENGINEERING DEPARTMENT

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

SECTION 1: The Loaned Personnel Agreement with Burns & McDonnell Engineering, Inc. for staff augmentation services for the Engineering Department with project designation 25-90-E at a cost not to exceed $317,493.00, 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 Loaned Personnel Agreement referenced in Section 1.

THIS RESOLUTION ADOPTED this _____ day of September 2025.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

LOANED PERSONNEL AGREEMENT

This Loaned Personnel Agreement ("Agreement") is made and entered into by and between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902** (the "Borrower"), and Burns & McDonnell Engineering Company, Inc., having an office located at 9400 Ward Parkway, Kansas City, Missouri 64114 (the "Loaning Company").

WHEREAS, Borrower has a need for assistance from professional and technical candidates in the field of **Civil Engineering** ("Experience"); and

WHEREAS, Borrower anticipates using such professional and technical candidates as an extension of Borrower's staff to assist Borrower in connection with **Interim Director of Engineering roles**; and

WHEREAS, Loaning Company has proposed candidates with Experience to Borrower for Borrower's approval which Loaning Company believes meets the qualifications specified by Borrower;

NOW THEREFORE, in consideration of the terms, provisions and conditions hereinafter set forth, Borrower and Loaning Company do hereby mutually agree, each with the other, as follows:

The named Parties to this Agreement agree as follows:

1. Loaned Employee(s). Borrower approves and accepts Loaning Company's proposed candidate named below ("Loaned Employee") as loaned personnel under the direct control and supervision of Borrower for the duration of this loan as set forth below or the term of this Agreement.

   Loaned Employee: Ben Marts
   Position: Interim Director of Engineering
   Regular rate: Reference Exhibit B – Schedule of Hourly Professional Services Billing Rates (Current proposed Loaned Employee is Level 13, with 5% increase factored in once rates expire)
   Expenses: $2,400 ($400 per month)
   Estimated Total Hours: 1,088 (40 hours per week, 4 hours per board meeting, assumed 12 board meetings in addition to base 40 hours)
   Not To Exceed: $317,493
   Start date: _____
   Duration of loan: 6 months

   The Loaned Employee shall be provided without any tools, equipment, technology or other means as may be desirable for performance of work activities; all such means shall be provided by Borrower. Scope of Work for Loaned Employee included in Exhibit A.

2. Term. The term of this Agreement shall commence on the above start date and shall continue until expiration of this Agreement or termination consistent with this Agreement.

3. Compensation. Borrower agrees to pay Loaning Company an amount calculated as the product of the approved hours worked and the regular rate included above. The minimum workday is to be eight (8) hours and the typical work week is forty (40) hours per week. The Loaned Employee(s) shall submit a timesheet as required by Borrower. Loaning

Company will invoice Borrower on a monthly basis. All invoices, complete with necessary supporting documentation shall be submitted to Borrower for review and payment by Borrower within thirty (30) days of date of receipt.

4. Expenses. Borrower shall pay any all expenses incurred by the Loaned Employee(s) in performing work activities under this Agreement. Expenses shall not exceed the amount set forth in paragraph 1 unless agreed to in writing by Borrower.

5. Taxes and Benefits. Loaning Company shall bear sole responsibility for payment of compensation to the Loaned Employee(s). The Loaned Employee(s) will receive a paycheck from Loaning Company on the Loaning Company's normal payday. Holidays, sick leave, vacation and other benefits will be paid by Loaning Company and will not be charged to Borrower except as part of the above rates. Loaning Company shall pay and report for the Loaned Employee(s) all federal, state and local income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Loaning Company. Loaning Company shall provide and bear sole responsibility for providing health or disability insurance, retirement benefits, and other welfare benefits to any personnel that may be entitled to receive such benefits. Notwithstanding anything to the contrary in this Agreement, Loaning Company and the Loaned Employee(s) shall not be entitled to participate in any employment fringe benefit programs of Borrower, including, but not limited to, pension and other retirement plans; sick leave; holiday pay; life, health, accident, disability and other insurance plans; incentive compensation; and other employee benefits. Loaning Company acknowledges and agrees that the provisions of this paragraph survive the termination of this Agreement.

6. Control. During the term of this Agreement, unless periodic interruptions in the duration of loan are discussed prior to the disruption, Borrower shall have the exclusive right to supervise, schedule, direct and control the work activities of the Loaned Employee(s) who shall act and perform the work activities for Borrower in the same manner as if they were the employees of Borrower. The Loaned Employee(s) shall report to the locations as directed by Borrower. Borrower shall comply with all applicable law. Loaning Company relinquishes all rights to direct and control the work activities of the Loaned Employee(s) during the duration of the loan as set forth above.

7. Borrower's Remedy. Except as set forth in paragraph 10, Borrower's sole and exclusive remedy in connection with the Agreement, including, but not limited to, the unsatisfactory qualifications or performance of the Loaned Employee(s) is to terminate this Agreement.

8. Non-Solicitation. The parties acknowledge and understand the value of each party's respective employees and their mutual interests in retaining employees and that significant time and effort is expended in developing the talent, ability and "know-how" of each party's work force. Accordingly, the parties promise that during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement, neither party will induce or try to induce any employee of the other party to leave that party or any of its affiliates to work for another person or company. This non-solicitation promise shall not be construed to limit the normal employment advertising and hiring activities of either party. The parties acknowledge and agree that the provisions of this paragraph survive the termination of this Agreement.

9. Loaning Company Liability and Borrower Waiver. Except as provided in paragraph 10, the parties agree that Loaning Company, including its officers, directors, and employees, shall

not be responsible for any claims, liabilities, damage, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the Agreement, including, but not limited to, any act, error or omission by the Loaned Employee(s) while performing work activities under this Agreement, including claims based on the sole negligence or fault of the Loaned Employee(s). In addition, Borrower waives all rights against Loaning Company and its officers, directors, and employees, including, but not limited to, the Loaned Employee(s), for damage covered by property, automobile and general liability insurance during and after the completion of the work activities of the Loaned Employee(s).

10. Loaning Company Indemnity. Loaning Company agrees to defend, indemnify and hold harmless Borrower and its officers, directors, and employees from any claims, liabilities, damage, costs or expenses (including reasonable attorney's fees) arising from (1) Loaning Company's failure to pay or report taxes, in any way, related to this Agreement, (2) Loaning Company's failure to provide health or disability insurance, retirement benefits, or other benefits, to the Loaned Employee(s), and (3) a claim by the Loaned Employee(s) seeking to participate in, or derive benefit from, any employee benefit program maintained by Borrower.

11. Termination. Borrower may terminate this Agreement upon five (5) days' written notice to Loaning Company, with or without cause. In such an event, Borrower shall pay Loaning Company for the time of the Loaned Employee(s) prior to the termination; however, in no event, shall the Borrower be liable to Loaning Company for unabsorbed overhead, loss of anticipated profit or revenue, or other consequential economic loss due to the termination.

12. Audit. For a period of two (2) years following the expiration or termination of the Agreement, Loaning Company shall provide Borrower or its representatives, with access to relevant timesheets, upon reasonable request, in order to allow Borrower to audit Loaning Company's costs under this Agreement. Notwithstanding anything to the contrary herein, in no event shall Borrower be entitled to audit the composition of the agreed upon labor rates set forth in paragraph 1 above.

13. Assignment. This Agreement and each and every provision herein are for the exclusive benefit of Loaning Company and Borrower and not for the benefit of any third party. This Agreement may not be assigned by either party without the other party's prior written consent.

14. Independent Contractor. The Loaning Company shall be deemed an independent contractor and nothing herein shall be construed as creating, at any time, the relationship of joint venturers, partners, principal/agent or employer/employee between the Loaning Company and Borrower.

15. Waiver. The waiver by any party to this Agreement of a breach of any of the provisions contained herein shall not operate or be construed as a waiver of any subsequent breach.

16. Governing Law. All questions arising out of this Agreement, or its validity, interpretation, performance, breach or tort liability shall be governed by the laws of Arkansas, without regard to its conflict of law provisions.

17. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement and this Agreement shall

be construed in all respects as if such invalid or unenforceable provision was omitted from the effective date of the Agreement.

18. Survival. The parties acknowledge and agree that the provisions of this Agreement which by their nature continue beyond the expiration or termination of this Agreement shall survive.

19. Entire Agreement and Amendment. This Agreement constitutes the entire understanding between the parties. This Agreement may not be modified or amended except in writing signed by all of the parties hereto.

20. **LIMITATION OF LIABILITY.** In no event will Loaning Company and its officers, directors and employees, including, but not limited to, the Loaned Employee(s), be liable for any special, indirect, or consequential damages, including, without limitation, loss of revenue or profit, lost production, loss of product, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems or power, claims by customers of Borrower, or governmental fines or penalties.

Loaning Company:	Borrower:
By: 	By: _____
Date: September 9, 2025	Date: _____

EXHIBIT A

SCOPE OF SERVICES

STAFF AUGMENTATION FOR DIRECTOR OF ENGINEERING

Background Information

The Director of Engineering for the City of Fort Smith (City) retired on August 1, 2025, and Burns & McDonnell was under contract to provide an interim Director for six weeks. The City has asked Burns & McDonnell to extend this staff augmentation arrangement while they work through the recruiting process and identify a permanent Director. This agreement will extend these services for approximately six months.

Scope of Work

Burns & McDonnell will provide a full time Interim Director of Engineering during the transition, providing guidance and leadership for the Department. This role will report directly to the City Administrator who will be responsible for providing direction on priorities and focus areas. In general, tasks include the following:

- Manage the staff within the Engineering Department. This includes hiring assistance, performance reviews, training, providing direction on priorities, and making project assignments. Supervisor responsibilities will be carried out in accordance with the City's policies and applicable laws. Burns & McDonnell will meet regularly with these staff and lead communications throughout the department. As staffing needs arise, Burns & McDonnell will work with the City Administrator to determine if new hires should be pursued or if additional staff augmentation is preferred to fill these needs.

- Manage and direct engineering staff in implementation of public and private projects.

- Determine scope and criteria for engineering and construction projects.

- Prepare briefing reports, resolutions, and ordinances for the Board of Directors and make presentations at Board meetings as needed.

- Meet with other governmental agencies, citizens, and consultants regarding project matters.

- Review citizen complaints and assign appropriate City employees to resolve.

- Leads special projects as assigned by City Administrator.

- Attend up to 12 Board of Directors meetings.

- Support City staff in the management and selection of engineering consultants and construction contractors through the City's prescribed procurement policies. For existing contracts, Burns & McDonnell will support staff in providing guidance and direction throughout project completion. Any actual or perceived conflicts of interest will be elevated to the City Administrator and Burns & McDonnell will remove themselves from activities related to these conflicts.

- Prepare reports, monitor activities, and lead communications with ongoing and new engagements with federal and state agencies as required for project implementation.

Assumptions

- Burns & McDonnell shall not:
  - Provide expert witness in court trials under this agreement. Burns & McDonnell will represent City as facts witness.
  - Be responsible for making termination decisions of City employees.
  - Make final decisions on hiring of new employees. Burns & McDonnell will support the process for new hires within the department and share feedback with the City Administrator who will make final decisions and be responsible for those decisions.
  - Provide final engineering or technical review of work by other engineers or contractors. Burns & McDonnell's review is solely to provide the City with considerations that the City may or may not want to implement. No action or implementation regarding any opinion, recommendation, or observation expressed should proceed without the involvement of the City.
  - Be the Engineer of Record on any project.
  - Make ultimate decision on selection of engineering consultants or construction contractors but will provide input to the City Administrator for final decision.
  - Be responsible for leading recruiting efforts or identifying/selecting the new Director of Engineering.
- Level of effort is 40 hours per week for approximately 6 months and up to 12 Board of Directors meetings (assuming 4 hours for each)
- Expenses of up to $2,400 have been included. Use of these expenses will be approved by the City Administrator and expensed and invoiced through the Burns & McDonnell system.
- Burns & McDonnell will be granted full access to City systems and information that will be required to carry out the duties of this work
- City will provide a mobile phone, computer, and an office to be used while performing work under this agreement.

EXHIBIT B

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$74.00
Technician*	6	$94.00
Assistant*	7	$114.00
	8	$156.00
	9	$186.00
Staff*	10	$211.00
	11	$231.00
Senior	12	$261.00
	13	$283.00
Associate	14	$291.00
	15	$293.00
	16	$296.00
	17	$298.00

Description	Unit Cost
Flow Monitoring	$65/meter-day (includes meter)
Rain Gauge Monitoring	$25/gauge-day
Confined Space Equipment	$100/day (meter installation)

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25%.
4. For services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 7%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter.

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Andrew Richards, Chief Financial Officer

DATE: September 10, 2025

SUBJECT: Resolution adopting annual audit requirements and selecting external auditors

SUMMARY

In accordance with state law, the City must adopt its annual audit requirements. The City selects an independent accounting firm to prepare its annual audit examination in accordance with standards generally accepted in the United States.

The total cost for the 2024 audit, originally estimated to be $190,000, was $210,000 and included the audit of two additional major federal programs. A base fee of $195,000 is being proposed for the 2025 audit which includes the audit of two major federal programs. If additional federal programs are required to be audited, an additional fee of $6,000-$8,000 per additional federal program is applicable.

The audit engagement letter is attached. If you have any questions or require more information, please let me know.

ATTACHMENTS

1. Item_2070_Resolution_2025_Annual_Audit_Requirements.pdf
2. City of Fort Smith, AR 0032130 - ATT - 2025 Contract - Firm Signed.pdf

FISCAL IMPACT: *$195,000.00*
BUDGET INFORMATION: *Budgeted / Finance - General Fund*

RESOLUTION NO._____

A RESOLUTION ADOPTING ANNUAL AUDIT REQUIREMENTS, RETAINING FORVIS MAZARS, LLP, AS EXTERNAL AUDITORS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FORVIS MAZARS, LLP FOR THE PURPOSE OF AUDITING THE CITY'S 2025 FINANCIAL STATEMENTS

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

SECTION 1: The annual audit examination for the City of Fort Smith for the year ending December 31, 2025 shall be performed by an independent accounting firm in accordance with accounting standards generally accepted in the United States of America. Such standards shall include those promulgated by the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants and the United States Government Accounting Office, as applicable.

SECTION 2: FORVIS MAZARS, LLP is hereby retained to perform the annual audit examination for the year ending December 31, 2025 in accordance with Section 1 of this Resolution.

SECTION 3: The attached engagement letter contract with FORVIS MAZARS, LLP, for auditing services related to the 2025 financial statements is hereby approved.

SECTION 4: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the contract approved by Section 3 of this Resolution.

THIS RESOLUTION ADOPTED THIS ___ DAY OF SEPTEMBER 2025.

APPROVED:

_____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:



_____NPR
City Attorney

Forvis Mazars, LLP
5115 W. JB Hunt Drive
Rogers, AR 72758
P 479.845.0270 | F 479.845.0840
forvismazars.us

September 10, 2025

Board of Directors
Honorable George B. McGill, Mayor
Mr. Jeff Dingman, City Administrator
Mr. Andrew Richards, Director of Finance
CITY OF FORT SMITH, ARKANSAS
623 Garrison Avenue
Fort Smith, AR 72902

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

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

- Terms and Conditions Addendum

Summary Scope of Services

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

CITY OF FORT SMITH, ARKANSAS
- Audit Services for the year ended December 31, 2025
- Attestation Examination Services for the year ended December 31, 2025

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

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

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

Engagement Fees

The base fee for our services will be $195,000. The base fee includes testing two major programs for your single audit. Any additional programs will be $6,000 to $8,000 depending on time required for testing. Included in this fee are travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

Fees for time expended will be based on our hourly rates as shown below:

- Associate to Manager $260 to $340
- Senior Manager to Partner $400 to $690

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Mergers or acquisitions
- Change in accounting principles
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Derivatives accounted for under hedge accounting
- Quantitative impairment analysis of long-lived assets
- More than two major federal awards programs

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Contract Agreement

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

Forvis Mazars, LLP

Forvis Mazars, LLP

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

By:_____
George B. McGill, Mayor

Date:_____

By:_____
Jeff Dingman, City Administrator

Date:_____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

CITY OF FORT SMITH, ARKANSAS as of and for the year ended December 31, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's annual comprehensive financial report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the City's combining and individual fund statements and the schedule of expenditures of federal and state awards (supplementary information) is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

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

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name	Party Name
CITY OF FORT SMITH, ARKANSAS	Board of Directors

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
  - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
  - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
  - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
  - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
  - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
  - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
  - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
  - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
  - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
  - Distribution of audit reports to any necessary parties

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Attestation Examination Services

We will examine the written assertion made by management that the City complied with certain acts during the year ended December 31, 2025.

The objective of our examination is the expression of an opinion in a written report about whether the responsible party's assertion is fairly stated in all material respects with the applicable criteria against which it is measured or evaluated.

The criteria to be used consist of the requirements of Arkansas Act 15 of 1985 and the following Arkansas statutes:

- Arkansas Municipal Accounting Law of 1973, § 14-59- 10 I et seq.;
- Arkansas District Courts and City Courts Accounting Law, § 16- 10-20 I et seq.;
- Improve contracts,§§ 22-9-202 - 22-9-204
- Budgets, purchases, and payments of claims, etc.,§ 14-58-20 I et seq. and§ 14-58-30 I et seq.
- Investment of public funds,§ 19- 1-501 et seq.
- Deposit of public funds, §§ 19-8- 10 I - 19-8- 107

The following apply for the attestation examination services described above:

Our Responsibilities

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Limitations & Fraud

Because of the inherent limitation of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

Report

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

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

BILLING, PAYMENT, & TERMINATION

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

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

   Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.
3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.

6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. Unless disallowed by law you also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.

7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than three (3) years from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or

willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Arkansas, without regard to its conflict of laws principles.

11. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

13. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

14. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

15. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

16. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.

17. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

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

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

REGULATORY

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

20. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including

providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

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

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

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

TECHNOLOGY

23. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

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

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

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

OTHER MATTERS

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

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

28. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

29. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this

engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.

30. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

31. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.

32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.

33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Lance A. McAvoy, Director of Water Utilities

DATE: September 9, 2025

SUBJECT: 24-15 Racetrack Road Waterline Improvements, Project 24-15 Easement Acquisitions

SUMMARY

This project involves installation of an 8-inch water line starting at State Highway 253 and heading west along Old Highway 271. This line will extend water availability for future development along Racetrack Road on the Arkansas side of the state line.

The project requires acquisition of three (3) water utility easements and one (1) temporary construction easement totaling $7,379.44. Staff will be offering the amounts shown on the attached Resolution for required water and temporary construction easements. In the event the named landowners decline to grant the easements, staff recommends the city attorney be allowed to move forward under eminent domain to obtain the needed easement.

Staff recommends that the attached Resolution, which includes authorizing the city administrator and city attorney to proceed with eminent domain actions to acquire the needed water and sewer utility easements which would be submitted to the Board for approval. As always, 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).

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

ATTACHMENTS

1. 9-16-25_Item_ID_2169_Resolution_Utilities.pdf
2. 9-16-25_Item_ID_2169_Map_Easements_PVRs 1.pdf

FISCAL IMPACT: *$7,379.44*
BUDGET INFORMATION: *Budgeted / Water Utilities - 6505 Capital Improvement Funds*

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF WATER UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT IN CONNECTION WITH THE RACETRACK ROAD WATER LINE IMPROVEMENTS PROJECT NO. 24-15

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

SECTION 1: The following values for the acquisition of the water utility easements and temporary construction easement for the Racetrack Road Water Line Improvements, Project Number 24-15 are approved, and acquisition of the easements for the amounts listed, totaling $7,379.44, are hereby authorized:

TRACT		PAR#		OWNER	PROPERTY	SQFT	OFFER
2		10551-0001-00000-00	SUE	Brown, Larry & Janie P	10104 S. Hwy 271	5,409	$ 2,462.00
5		18883-0000-05722-01	SUE	Key, Beatrice B & Robert J III	S Hwy 271	1,136	$ 1,906.00
5 TCE		18883-0000-05722-01	SUE	Key, Beatrice B & Robert J III	S Hwy271	2,335	$ 149.44
9		18883-0000-05730-03	SUE	Schwarz Brothers Properties, LLC	808 Old Hwy 271	6,288	$ 2,862.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above listed amounts.

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

This Resolution adopted this _____ day of September 2025.

APPROVED:

_____
Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

TRACT		PAR#		OWNER	PROPERTY	SQFT	OFFER
2		10551-0001-00000-00	SUE	Brown, Larry & Janie P	10104 S. Hwy 271	5,409	$ 2,462.00
5		18883-0000-05722-01	SUE	Key, Beatrice B & Robert J III	S Hwy 271	1,136	$ 1,906.00
5 TCE		18883-0000-05722-01	SUE	Key, Beatrice B & Robert J III	S Hwy271	2,335	$ 149.44
9		18883-0000-05730-03	SUE	Schwarz Brothers Properties, LLC	808 Old Hwy 271	6,288	$ 2,862.00

Project Name: Race Track Road Water Line Improvements
Project #: 24-15-ED1
Date: March 19, 2025

WATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Larry & Janie Brown, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES owned) water 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 water utilities over, under and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> The South 15.00' of Tract 1, Brown Tracts 1 & 2 (filed for record 02/13/2015), Fort Smith, Sebastian County, Arkansas, containing 5,409 square feet or 0.12 acres more or less.
>
> 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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent easement to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

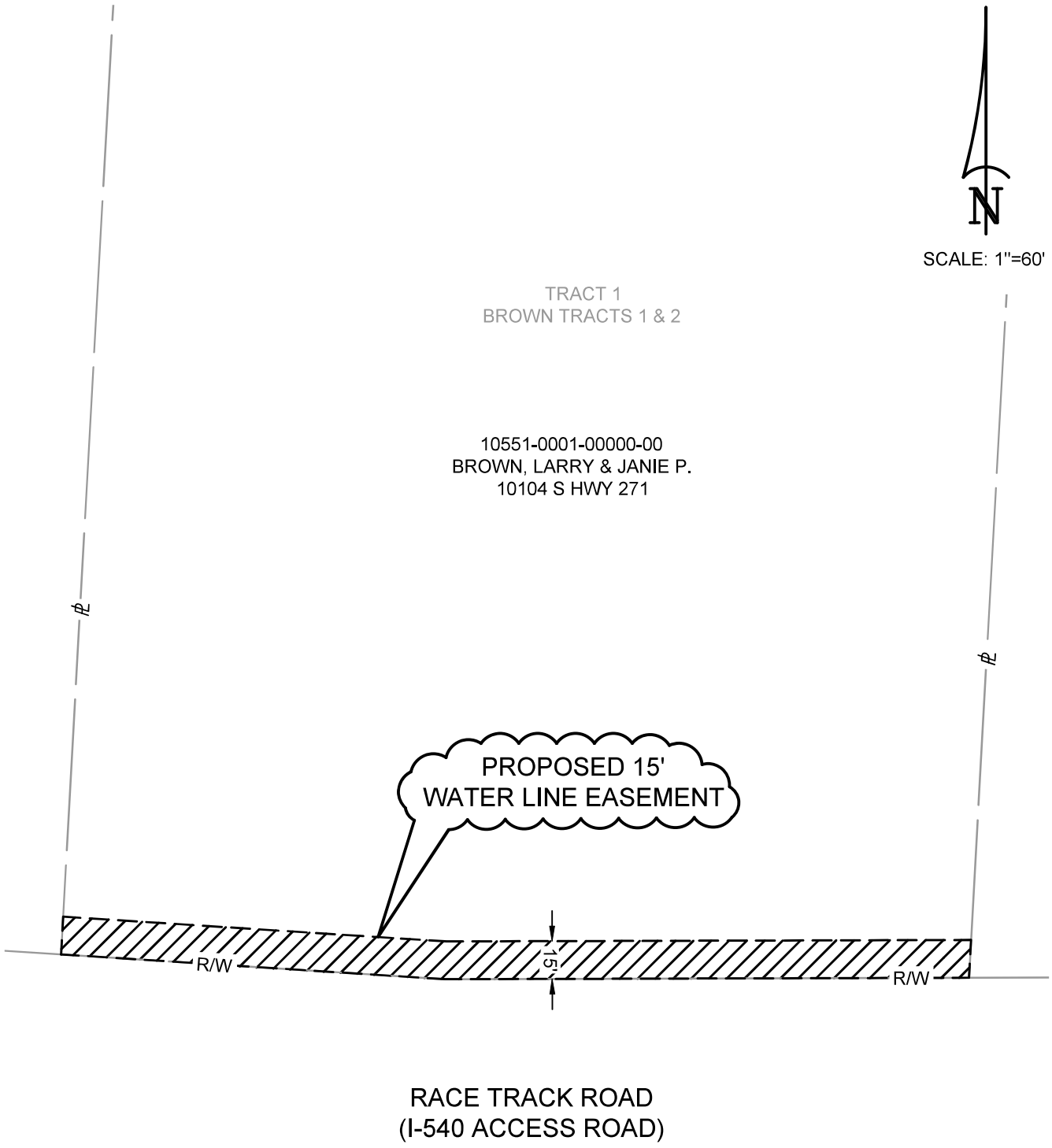
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named _____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

EXHIBIT A
RACE TRACK ROAD WATER LINE IMPROVEMENTS
LARRY & JANIE BROWN

FOR: FORT SMITH UTILITY DEPARTMENT

DATE: MARCH 20, 2025	*SCALE: 1"=60'*	*JOB NO. 24-15-ED1*

Z:\24\24-15-ED1 RACE TRACK ROAD WATER LINE IMPROVEMENTS\EASEMENTS\BROWN EXHIBIT.DWG, 3/20/2025 7:22 AM, ANDREW MCCOLLUM, LAYOUT1

Project Name: Race Track Road Water Line Improvements
Project #: 24-15-ED1
Date: April 4, 2025

WATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Beatrice Booker Key and Robert Joyce Key Jr., husband and wife, and Willaim Murray Booker Jr. and Suzanne Ruth Sewell Booker as Trustees of the Booker Living Trust, U/T/A, dated June 30, 2004, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES owned) water 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 water utilities over, under and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A variable width easement over part of the Fractional Southeast Quarter of the Northwest Quarter of Section 17, Township 7 North, Range 32 West Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:
>
> Commencing at the Northeast corner of said Fractional Southeast Quarter of the Northwest Quarter; thence along the East line of said Quarter-Quarter S03º08’47”W 655.73’ to the Point of Beginning; thence continuing along said East line S03º08’47”W 15.00’ to the North right-of-way line of Race Track Road (I-540 Access Road); thence along said North right-of-way line N86º17’34”W 45.16’; thence N03º42’26”E 27.52’; thence S86º17’34”E 32.11’; thence S32º51’41”E 15.58’; thence S86º17’34”E 3.62’ to the Point of Beginning, containing 1,136 square feet or 0.03 acres more or less.

GRANTEE, it’s agents and assigns shall have the temporary right until completion and acceptance by GRANTEE of the construction work, to enter upon and use as described to wit:

A variable width easement over part of the Fractional Southeast Quarter of the Northwest Quarter of Section 17, Township 7 North, Range 32 West Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Commencing at the Northeast corner of said Fractional Southeast Quarter of the Northwest Quarter; thence along the East line of said Quarter-Quarter S03º08'47"W 593.21' to the Point of Beginning; thence continuing along said East line S03º08'47"W 62.52' to the North line of the above described permanent easement; thence along said North line the following three (3) courses: N86º17'34"W 3.62'; thence N32º51'41"W 15.58'; thence N86º17'34"W 32.11'; thence N03º42'26"E 50.00'; thence S86º17'34"E 44.40' to the Point of Beginning, containing 2,335 square feet or 0.05 acres more or less.

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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent easement to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

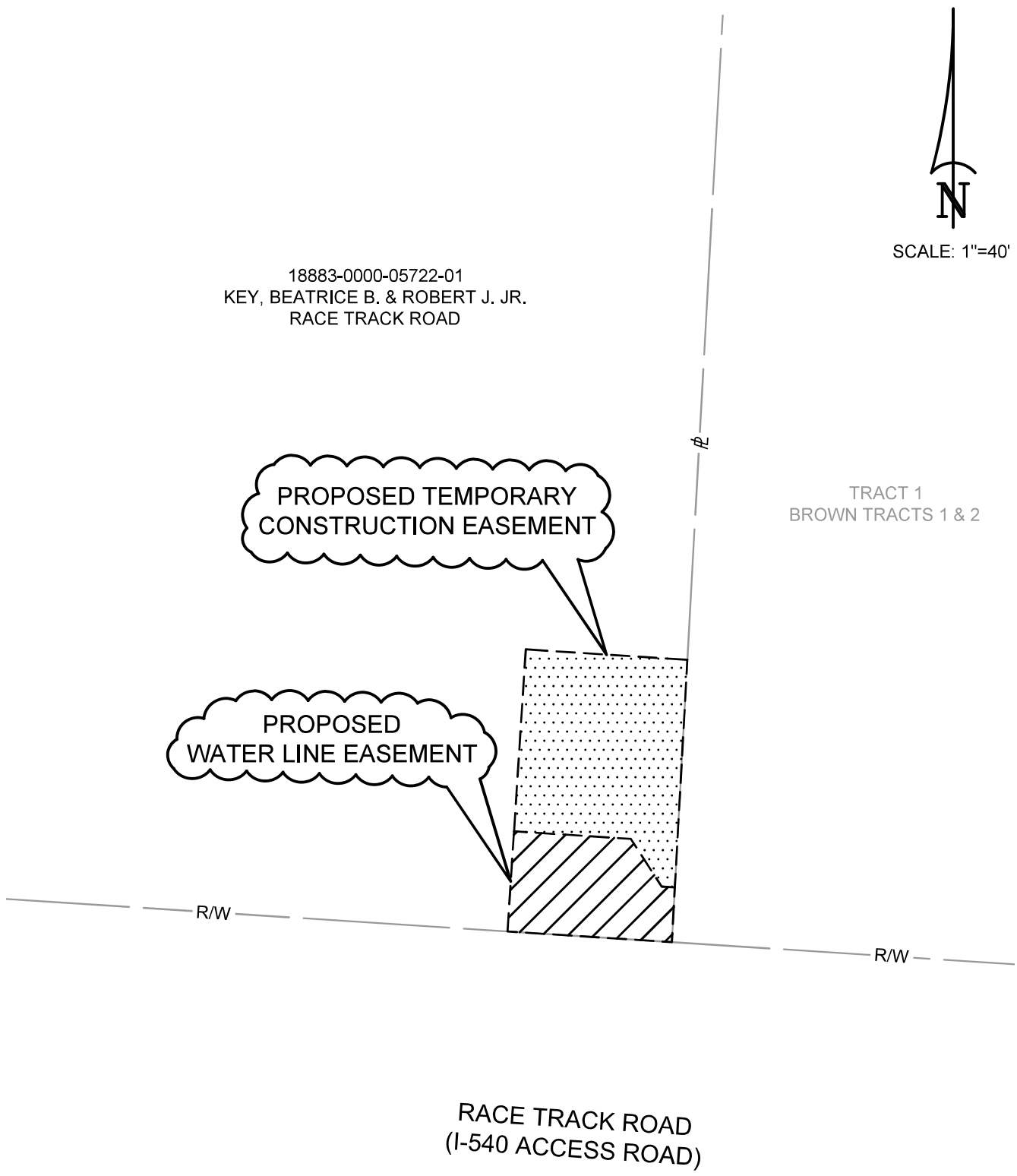
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named _____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



Z:\24\24-15-ED1 RACE TRACK ROAD WATER LINE IMPROVEMENTS\EASEMENTS\KEY EXHIBIT.DWG, 4/4/2025 10:36 AM, JOSH NICHOLS, LAYOUT1

HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
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EXHIBIT A
RACE TRACK ROAD WATER LINE IMPROVEMENTS
ROBERT & BEATRICE KEY and THE BOOKER LIVING TRUST

FOR: FORT SMITH UTILITY DEPARTMENT

DATE: APRIL 4, 2025	*SCALE: 1"=40'*	*JOB NO. 24-15-ED1*

Project Name: Race Track Road Water Line Improvements
Project #: 24-15-ED1
Date: March 19, 2025

WATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Schwarz Brothers Properties LLC, an Oklahoma Limited Liability Company, their heirs, successors, and assigns, GRANTORS, for and in consideration of the sum of one dollar ($1.00) and other good and valuable considerations, receipt 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, GRANTEES, a permanent easement for the construction, operation, and maintenance of public (GRANTEES owned) water 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 water utilities over, under and upon the following lands situated in Fort Smith, Sebastian County, Arkansas, to wit:

> A 25.00’ wide easement over part of the Southeast Quarter of the Northeast Quarter of Fractional Section 17, Township 7 North, Range 32 West Fort Smith, Sebastian County, Arkansas, the centerline of which being more particularly described as follows:
>
> Commencing at the Southeast corner of the Southeast Quarter of said Fractional Section 17; thence along the South line of said Southeast Quarter S89º57'11”W 967.93’; thence N00º32’57”W 2,643.70’ to the South line of the Southeast Quarter of the Northeast Quarter of said Fractional Section 17; thence along the South line of said Quarter-Quarter N89º54’04”W 254.31’; thence N00º29’52”E 401.15’ to a point 12.50’ South of the South right-of-way of Old Highway 271 (I-540 Access Road) and the Point of Beginning; thence continuing 12.50’ South of and parallel to said South right-of-way N78º32’39”E 251.51’ to the Point of Termination, containing 6,288 square feet or 0.14 acres more or less.
>
> 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 GRANTEES 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 GRANTEES, and further, GRANTORS shall not erect a permanent building or other structure within said easement, and further, GRANTORS shall provide gates acceptable to GRANTEES if said easement is fenced.

GRANTEE shall provide temporary access to the property during construction and shall coordinate any temporary drives or closures of driveways during construction with GRANTOR.

After completion of construction, GRANTEES shall restore the land in this permanent easement to as near its original condition as possible, subject to both parties acting in a reasonable manner.

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

GRANTORS do hereby covenant with GRANTEES 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 that party securing this grant in behalf of GRANTEES is without authority to make any covenant or agreement not herein expressed.

Witness our hands and seals on this _____ day of _____, 2025.

_____

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
SS)
County of _____)

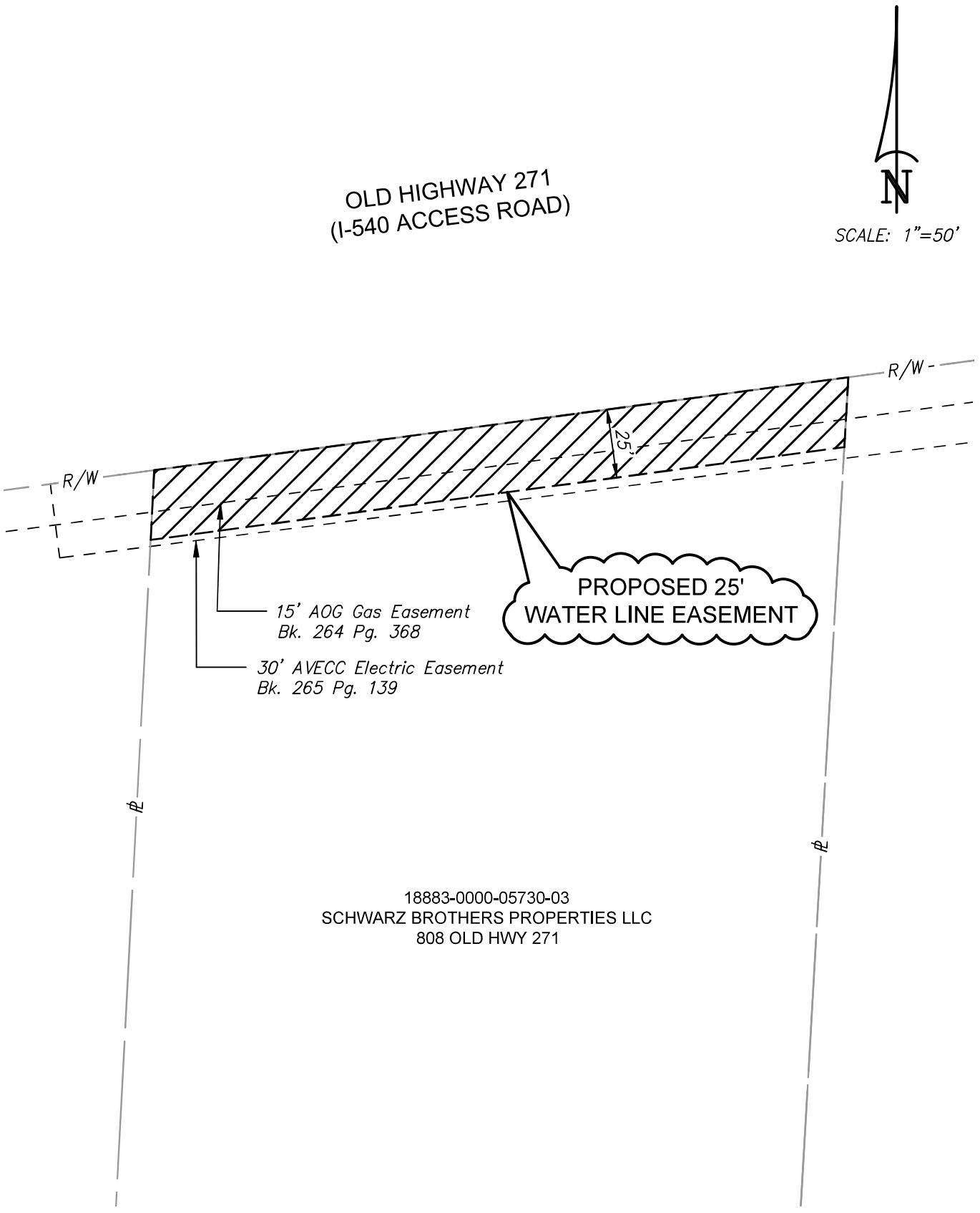
On this _____ day of _____, 2025, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of _____, Arkansas, appeared in person the within named _____, _____ to me personally well known or proven to be the persons whose names appear upon the within and foregoing instrument, and stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____



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www.hawkins-weir.com

EXHIBIT A
RACE TRACK ROAD WATER LINE IMPROVEMENTS
SCHWARZ BROTHERS PROPERTIES LLC
FOR: FORT SMITH UTILITY DEPARTMENT

DATE: MAY 20, 2025	SCALE: 1"=50'	JOB NO. 24-15-ED1

Z:\24\24-15-ED1 RACE TRACK ROAD WATER LINE IMPROVEMENTS\EASEMENTS\SCHWARZ BROTHERS PROPERTIES LLC EXHIBIT.DWG, 5/20/2025 10:52 AM, ANDREW MCCOLLUM, LAYOUT1

Property Valuation Report

Property Owner(s): Brown, Larry & Janie P - Tract 2

Property Address: 10104 S. Hwy 271
Fort Smith, AR

Type of Acquisition: Water Utility Easement
*Method of Property Valuation: Calculated at $0.32 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 5,409 sqft 0.32 per sqft
50% value equals $ 865.44

**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: **$ 865.44 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Key, Beatrice B & Robert J III - Tract 5

Property Address: PAR# 18883-0000-05722-01
Fort Smith, AR

Type of Acquisition: Water Utility Easement
*Method of Property Valuation: Calculated at $0.32 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement:

A. Permanent Easement: 1,136 sqft 0.32 per sqft
50% value equals $ 181.76

**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: **$ 181.76 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Key, Beatrice B & Robert J III - Tract 5

Property Address: PAR# 18883-0000-05722-01
Fort Smith, AR

Type of Acquisition: Temporary Construction Easement
*Method of Property Valuation: Calculated at $0.32 a sqft @ 20% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement: A. Temporary Easement: 2,335 sqft 0.32 per sqft
20% value equals $ 149.44

**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: **$ 149.44 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

Chad Bethel
Property Manager

Property Valuation Report

Property Owner(s): Schwarz Brothers Properties, LLC - Tract 9

Property Address: 808 Old Hwy 271
Fort Smith, AR

Type of Acquisition: Water Utility Easement
*Method of Property Valuation: Calculated at $0.32 a sqft @ 50% value for subsurface easement. Based off average property sales along Towson Ave, calculations attached.

Calculation of Value of Easement: A. Permanent Easement: 6,288 sqft 0.32 per sqft
50% value equals $ 1,006.08

**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: **$ 1,006.08 Permanent Access Easement**

Lance McAvoy
Director of Water Utilities

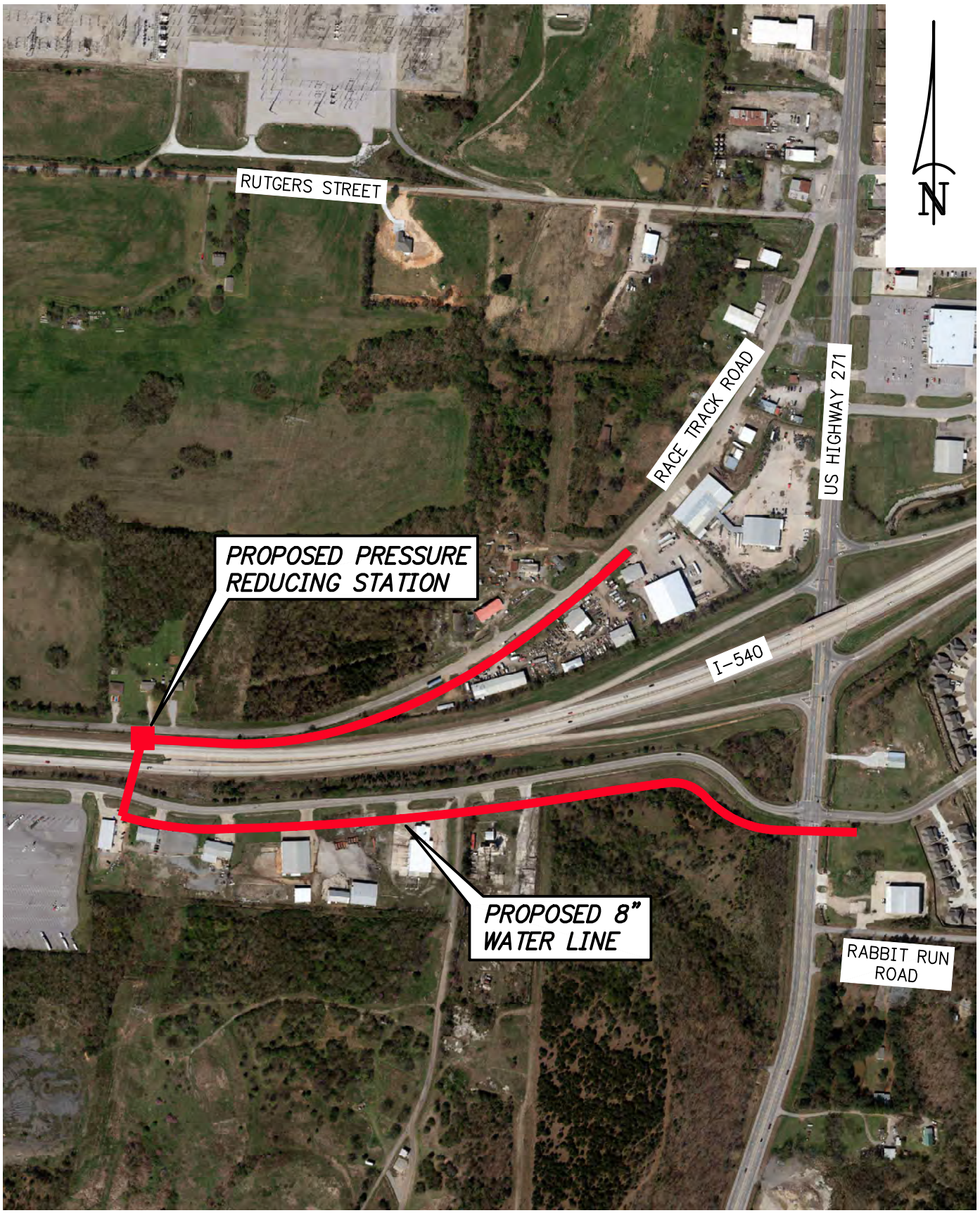
Chad Bethel
Property Manager

PVR CALCULATIONS

The property sales that have been used to calculate the PVR values are listed below.

1. 10551-0002-00000-00
   Sold 11/18/21 – 11.02 Acres for $150,000.00

I went with an average value of $0.32 a square foot. Sewer Easements are valued at 50% full value Temporary Construction Easements are set at 20% of total per-square foot value.



HAWKINS WEIR ENGINEERS, INC.
Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846
www.hawkins-weir.com

ATTACHMENT A
RACE TRACK ROAD WATER LINE IMPROVEMENTS

FOR: CITY OF FORT SMITH, ARKANSAS

NOVEMBER 2024	SCALE: 1"=500'	JOB NO. 24-15-ED1

W:\MWEIR\24-15-ED1-ATT-A.DWG, 11/7/2024 9:40 AM, MATT WEIR, LAYOUT1

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Sara Deuster, Director of Parks and Recreation

DATE: September 9, 2025

SUBJECT: Final Pay for Creekmore Park Pool Bathhouse and Diving Well Enclosure

SUMMARY

The above project consisted of the demolition of the 75-year-old bathhouse and diving well dome and construction of a new bathhouse and diving well enclosure. This renovation provides citizens with a quality, up-to-date municipal swimming facility and positions Fort Smith to serve as the premier swimming facility for outdoor long course swim meets. Additionally, the permanent enclosure of the diving well will allow for high school short course meets to be hosted and provide a quality training facility for several local organizations, such as Fort Smith Public Schools, Army National Guard, Fort Smith Fire Department, Parrot Island Waterpark, and Ocean Impact.

Despite many challenges throughout demolition and construction, Beshears Construction demonstrated professionalism, expertise, and delivered a premier facility. The final cost of this project came in at $5,567,279.22, which is $106,216.56 under the Guaranteed Maximum Price. The attached resolution accepts the project as complete and authorizes final payment to Beshears Construction, Inc. in the amount of $324,144.00. This project underage will be used to install controlled door access, security cameras, and network capabilities. At the direction of the ITS Department, this was not completed during construction. Coordination with ITS and their contractors is currently in process. Any underage remaining will go towards the replacement of the fiberglass grates around the swimming pool and diving well, as communicated to the public earlier this year.

This project is in alignment with the Comprehensive Plan Policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of structure and service provision), NCR-4.1 (Increase the use of parks, open space, and recreational programming to improve the health of Fort Smith residents), PFS-3.2.3 (Transition from ADA accessibility to inclusion of all abilities in the renovation & development of all facilities, parks, and trails), and PFS-5 (Improve the health and well-being of Fort Smith residents).

Please let me know should you have any questions or require additional information.

ATTACHMENTS

1. 9-16-25_Item_ID_2152_Resolution.pdf
2. 9-16-25 Item ID 2152 Project Summary.pdf
3. 9-16-25 Item ID 2152 Project Photos.pdf

FISCAL IMPACT: *$324,144.00*
BUDGET INFORMATION: *Budgeted / Parks and Recreation - Excess Sales Tax Revenue & 1/8% Sales and Use Tax*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION AND AUTHORIZING FINAL PAYMENT FOR PROVIDING CONSTRUCTION MANAGEMENT SERVICES FOR CREEKMORE PARK POOL BATHHOUSE AND DIVING WELL ENCLOSURE

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

Section 1: The City of Fort Smith hereby accepts construction manager services for Creekmore Park Pool Bathhouse and Diving Well Enclosure as complete.

SECTION 2: Final Payment is hereby authorized in the amount of $324,144.00 to Beshears Construction, Inc. for providing construction manager services for Creekmore Park Pool Bathhouse and Diving Well Enclosure.

This Resolution adopted this _____day of September, 2025.

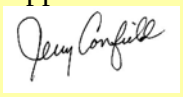
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

PROJECT SUMMARY

Creekmore Park Pool Bathhouse and Diving Well Enclosure

Owner:	City of Fort Smith, Arkansas
Contractor	Beshears Construction, Inc.

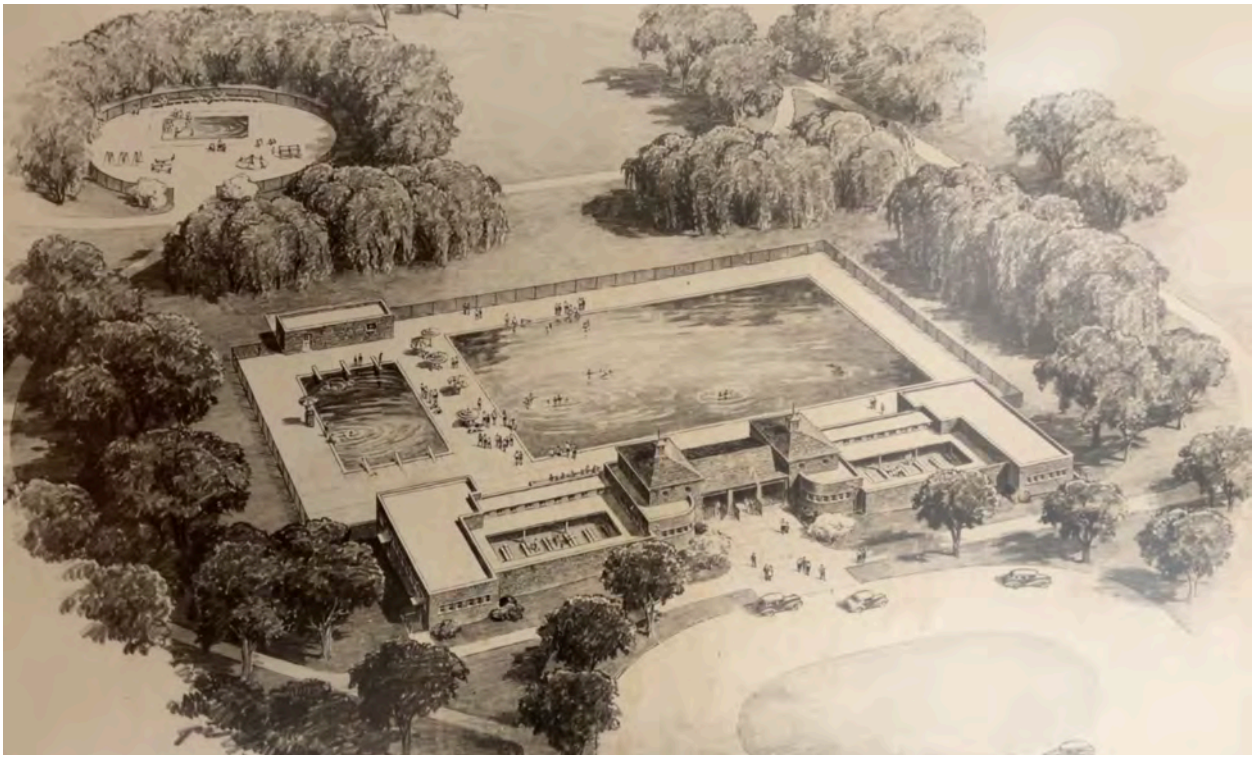
Project Description: Demolition of the 75-year-old bathhouse and diving well dome and construction of a new bathhouse and diving well enclosure. This renovation provides citizens with a quality, up-to-date municipal swimming facility and also positions Fort Smith to serve as the premier swimming facility for outdoor long course swim meets. The permanent enclosure of the diving well will allow for high school short course meets to be hosted and provide a quality training facility for several local organizations, such as Fort Smith Public Schools, Army National Guard, Fort Smith Fire Department, Parrot Island Waterpark, and Ocean Impact.

Guaranteed Maximum Price (GMP)	$	5,997,639.78
Work Completed to Date	$	5,891,423.22
Less Previous Payments	$	5,567,279.22
Final Payment Amount	$	324,144.00
Amount under GMP	$	(106,216.56)
Amount under GMP as a percent		-1.8%

<u>Summary of Change Orders</u>

None

Creekmore Park Pool Bathhouse & Diving Well Enclosure
Project Photos



1948 Bathhouse



2025 Bathhouse



Front Entrance to Bathhouse



Photo taken during the 2025 Arkansas Swimming, Inc. Long Course Championships



View from Northeast Corner of Creekmore Park Pool



View of East Side of Diving Well from the Competition Pool
Photo Credit: Beshears Construction, Inc.



Photo taken during the 2025 Arkansas Swimming, Inc. Long Course Championships



West Side of Diving Well – Iron Gates from 1948 Bathhouse
Photo Credit: Beshears Construction, Inc.



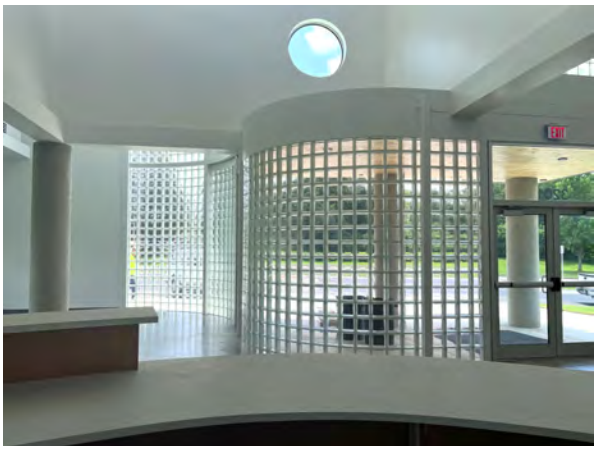
Interior of Diving Well Enclosure (looking southwest)
Photo Credit: Beshears Construction, Inc.



Interior of Diving Well Enclosure (looking northeast)



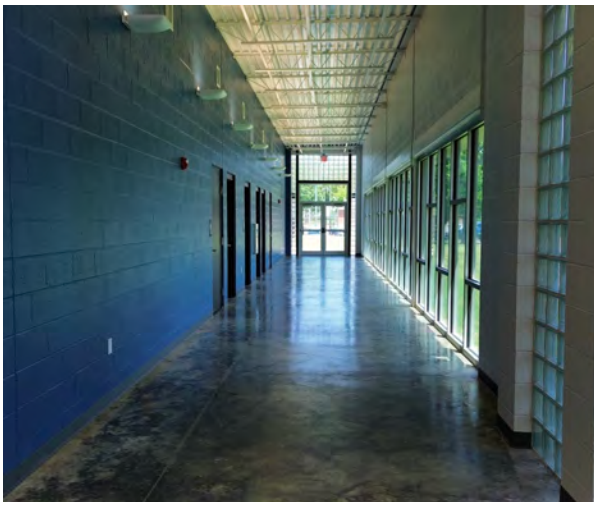
Lobby Desk – Brick from 1948 Bathhouse



Storefront Entrance – Glass Block



Showers/Changing Stations



Wet Corridor



Dry Corridor

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Sara Deuster, Director of Parks and Recreation

DATE: September 9, 2025

SUBJECT: Final Pay for Creekmore Park Parking Lot Improvements

SUMMARY

This project consisted of the resurfacing of the parking areas to the south and west of the pool, south of the fitness area located within the park, and the main parking area for the park and community center. In addition to repaving and re-striping these lots, certain areas were reconfigured to better accommodate the flow of traffic around the pool area during sporting events (ex. tennis and swimming), community gatherings, and park events. In addition to increased parking spaces (18 total), this project provides an unloading/loading zone at the entrance to the pool to better accommodate large groups who are transported in passenger vans and buses to the pool. This loading/unloading zone will also accommodate schools and organizations that bring large groups of citizens to Creekmore Park for field trips, park gatherings, tennis games, etc.

The final cost of this project came in at $653,369.66, which is $1,033.00 under the contract amount. The attached resolution accepts the project as complete and authorizes final payment to Beshears Construction, Inc. in the amount of $150,514.37.

This project is in alignment with comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of structure and service provision) and NCR-4.1 (Increase the use of parks, open space, and recreational programming to improve the health of Fort Smith residents).

Please let me know should you have any questions or require additional information.

ATTACHMENTS

1. 9-16-25_Item_ID_2002_Resolution.pdf
2. 9-16-25 Item ID 2002 - Project Summary.pdf
3. 9-16-25 Item ID 2002 Project Photos.pdf

FISCAL IMPACT: *$150,514.37*
BUDGET INFORMATION: *Budgeted / Parks and Recreation - 1/8% Sales and Use Tax*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION AND AUTHORIZING FINAL PAYMENT TO BESHEARS CONSTRUCTION, INC. FOR CONSTRUCTION OF CREEKMORE PARK PARKING LOT IMPROVEMENTS PHASE II

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

SECTION 1: The City of Fort Smith hereby accepts the construction of Creekmore Park Parking Lot Improvements Phase II Project ("Project") as complete.

SECTION 2: Final Payment is hereby authorized in the amount of $150,514.37 to Beshears Construction, Inc. for the Project.

This Resolution adopted this _____day of September, 2025.

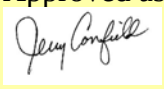
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

PROJECT SUMMARY

Creekmore Park Parking Lot Improvements Phase II

Owner:	City of Fort Smith, Arkansas
Engineer:	McClelland Consulting Engineers, Inc.
Contractor	Beshears Construction, Inc.

Project Description: Repaving/reconfiguring parking areas to the south and west of the pool and the main parking lot by the community center. An additional 18 parking spaces were incorporate into this project. Drainage and ADA improvements at the miniature golf course were also incorporated into this project.

Original Bid Award	$	653,369.66
Contract Revisions		
None	$	-
Adjusted Contract Amount	$	653,369.66
Work Completed to Date	$	652,336.66
Less Previous Payments	$	501,822.29
Final Payment Amount	$	150,514.37
Amount under original	$	1,033.00
Amount under original as a percent		-0.2%
Amount under amended as a percent		-0.2%

Summary of Change Orders

N/A

Creekmore Park Parking Lot Improvements Phase II





MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Ken Savage, Transit Director

DATE: September 2, 2025

SUBJECT: Time Fill Upgrade to the Transit Department CNG Station

SUMMARY

Attached is a resolution accepting bids and authorizing a contract for the addition of a time fill upgrade to the transit department's existing CNG fueling station. Nicosia Consulting International, LLC, provided the sole bid of $746,502. Although we hoped for more bidders, compressed natural gas improvements involves very specialized work. Staff was pleased the project bid came in within budget. Nicosia's bid also includes a new CNG dryer of which was listed as a deductible alternate for potential cost savings.

The project's major undertaking includes the installation of multiple stanchions, a priority panel and fuel supply lines to the existing fast fill CNG fueling station. Time fill will permit the buses to reach full capacity while the buses are out of service. The current fueling process takes each driver approximately 25 minutes. This process fuels each bus to roughly 50% of its capacity. Current fueling times and locations vary with the fast fill option due to the time required to replenish holding tanks. With the connect and go features of time fill, staff anticipates considerable timesaving's in personnel expenses that can be applied toward enhanced passenger transportation services.

Funds for the project are included in the General Fund from the 2025 budget. The Federal Transit Administration supports alternative fuel projects and provides reimbursement by 90% from a culmination of grant funds available to Fort Smith Transit. If the Board approves the project, the next step will involve a notice to proceed. The project requires 210 consecutive calendar days for completion.

This project aligns with the Future Fort Smith Comprehensive Plan goals: 1) NCR 2.3 Improve air quality, 2) NCR 2.3.2 Improve miles per gallon (MPG) for all vehicle miles traveled (VMT). Reduce any unnecessary mileage and increase usage of CNG where deemed appropriate, 3) TI-3 Improve public transportation

Please feel free to contact me for further information.

ATTACHMENTS

1. 20250813_Resolution_Accepting_Bid_-_Nicosia_Consulting.pdf
2. Bid Tab Time Fill CNG 1.pdf
3. Agreement between Owner and Contractor CNG Time Fill Upgrade.pdf

FISCAL IMPACT: *$746,502.00*
BUDGET INFORMATION: *Budgeted / Transit - 53150 Capital Outlay Improvements Other*

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE MAYOR TO EXECTUE A CONTRACT WITH NICOSIA CONSULTING INTERNATIONAL, LLC FOR THE CONSTUCTION OF A CNG TIME FILL UPGRADE TO THE EXISTING TRANSIT FAST FILL FACILITY
PROJECT NO. 24-62

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

SECTION 1: The City of Fort Smith hereby accepts the bid of Nicosia Consulting International, LLC for the construction of a timed fill upgrade to the existing fast fill facility.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Nicosia Consulting International, LLC in the amount of $ 746,502.00 , Project No. 24-62, which contract is incorporated herein by reference.

This resolution adopted this _____ day of September 2025.

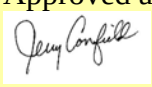
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

Project:
Time Fill Upgrade at CNG Station
Fort Smith Transit Authority
Fort Smith, Arkansas
Aplus Project No.: 24-62

Owner:
City of Fort Smith, Transity Authority Department
6821 Jenny Lind Road
Fort Smith, Arkansas

Architect:
Architecture Plus, Inc.
907 South 21st Street
Fort Smith, Arkansas 72901
T: (479) 783-8395; F: (479) 783-0935

Pre-Bid Meeting: 2:00PM June 17, 2025

Bid Date & Time: 2:00PM June 26, 2025

Michael G. Johnson, AIA, NAC 6/26/2025

Michael G. Johnson, AIA
Architecture Plus, Inc.
907 South 21st Street
Fort Smith, AR 72901

Contractor Name & License No.	Addenda #1	Bid Bond	Affidavit	Base Bid	Alternate #1 Delete Dryer	Sub-Contractors / > $50K
Nicosia Contracting Kevin Pratt 239-464-8445 / Dominic Nicosia kevin@nicosiallc.com / dominic@nicosiallc.com	✓	✓	✓	**$746,502.00** Cover Letter Statements: • $5,000 Permit Allowance Included • $5,900 Credit for 6 I.L.O. 11 ESDs • Electric Ground Loop - Included Above • 16-27 Weeks for Dryer	**$149,367.00** **Deduct**	Concrete: Self Perform / Nicosia Plumbing: Nicosia Electrical: AC/DC CNG Equipment : Nicosia
Mcore Energy Younes Rouissi 214-773-5394				**No Bid**	$ _____ **Deduct**	Concrete: _____ Plumbing: _____ Electrical: _____ CNG Equipment : _____
Nahbolz Alex Yoes 479-358-8022 alex.yoes@nabholz.com				**No Bid**	$ _____ **Deduct**	Concrete: _____ Plumbing: _____ Electrical: _____ CNG Equipment : _____
Freedom CNG James Mora 914-525-4655 jmora@freedom-cng.com				**No Bid**	$ _____ **Deduct**	Concrete: _____ Plumbing: _____ Electrical: _____ CNG Equipment : _____
						Concrete: _____ Plumbing: _____ Electrical: _____ CNG Equipment : _____
						Concrete: _____ Plumbing: _____ Electrical: _____ CNG Equipment : _____
						Concrete: _____ Plumbing: _____ Electrical: _____ CNG Equipment : _____

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fifth day of July in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Fort Smith
Transit Department
623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
Telephone Number: 479-783-6464

and the Contractor:
(Name, legal status, address and other information)

Nicosia Consulting International, LLC
1723 NE 10th Terrace
Cape Coral, Florida 33909
Telephone Number: 954-789-3013
Email: nathan@nicosiallc.com

for the following Project:
(Name, location and detailed description)

Time Fill Upgrade at Existing CNG Station
Fort Smith Transit
6801 Jenny Lind
Fort Smith, Arkansas

The Architect:
(Name, legal status, address and other information)

Architecture Plus, Inc.
907 South 21st Street
Fort Smith, Arkansas 72901
Telephone Number: 479-783-8395
Michael G. Johnson, AIA
Mobile Number: 479-883-6156
Email: michael@archplusinc.net

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:51:06 CDT on 08/19/2025 under Subscription No 20250115964 which expires on 04/03/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (67f56a45063abffcd05ca215)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Two Hundred Ten (210) calendar days from the date of commencement of the Work.

[ ] By the following date:

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User Notes: (67f56a45063abffcd05ca215)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N.A.	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Forty-Six Thousand Five Hundred Two Dollars and Zero Cents ($ 746,502.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N.A. (The Alternate stated on the "Proposal" is not accepted)	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N.A.		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
1. Miscellaneous Materials and Work	$ 20,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N.A.		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Three hundred dollars and no cents ($300.00) per day if substantial completion is not achieved as per ¶ 3.3.1.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N.A.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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User Notes: (67f56a45063abffcd05ca215)

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As stated above at 5.1.2 and as further clarified in Article 9 of both the General Conditions of the Contract for Construction and the Supplementary Conditions as contained within the Project Manual.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Tenth day of a month, the Owner shall make payment of the amount certified to the Contractor r not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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As per Article 9.3.1.3 of the Supplementary Conditions: Certificates for Payment will be issued for ninety (90) percent of the value of the materials properly stored at the site and work completed in full compliance with the Contract Documents during the preceding month. At the time the Work is fifty (50) percent complete and thereafter, the Architect will authorize remaining partial payments to be paid in full.

Retained percentages will be held for the sole protection and benefit of the Owner, and no other person, firm or corporation shall have or assert any lien, claims, right of priority herein or thereto or be entitled to receive any part thereof. The retained funds will be released only if there are no sureties on the project that have been filed as of said time and provided further that all required releases under the Cntract Docuemnts have been filed and furnished by the appropriate party.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)
N.A.
%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Initial Decision Maker shall be the Owner's Representative and as described in Article 15 of both the General Conditions

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

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[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Compensation shall be as per Article 14 of the General Conditions and Supplementary Conditions.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Ken Savage, Director
City of Fort Smith
Fort Smith Transit
6821 Jenny Lind Road
Fort Smith, Arkansas
Telephone Number: 479-783-6464
Email Address: ksavage@fortsmithAR.gov

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Nathan Pardue, Director of Operations
Nicosia Consulting International, LLC
1723 NE 10th Terrace
Cape Coral, Florida 33909
Telephone Number: 954-789-3013
Email: nathan@nicosiallc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Insurance and Bonds, and elsewhere in the Contract Documents. See attachments D and E.

§ 8.5.2 The Contractor shall provide bonds as set forth in attachments D and E , and elsewhere in the Contract Documents.

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§ 8.7 Other provisions:

Attachment "D" (Insurance), "E" and "F" (Performance and Payment Bonds) shall be supplied to the Owner upon execution of this Agreement, and shall meet requirements of "Article 11 - General Conditions and Supplementary Conditions" as contained in the Project Manual.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 See attachments D and E.

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Drawings

Number	Title	Date
Index of Drawings - See Attachment "B"		

.6 Specifications

Section	Title	Date	Pages
Table of Contents - See Attachment "C"			

.7 Addenda, if any:

Number	Date	Pages
One	June 19, 2025	1 Page, 1 Item

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages
N.A.		

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N.A.			

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders,

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sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

1. Instructions to Bidders with Supplementary Instructions to Bidders (Contained in the Project Manual)
2. Nicosia Consulting International, LLC Proposal, Bid Bond, Certificate of Compliance with all Laws and Regulations regarding workers who are non-citizens of the United States, (Special City of Fort Smith Requirements), and Contractors Licensing Board Verification - Attachment "A"
3. Index of Drawings - Attachment "B"
4. Project Manual Table of Contents - Attachment "C"
5. Contractor's Proof of Insurance - Attachment "D"
6. Arkansas Performance and Payment Bond (as contained in Project Manual) - Attachment "E". Along with verification that the Bond had been filed with the Sebastian County Clerk.
7. Special FTA Conditions - Attachment "F"
8. Buy America - Attachment "G"
9. Certificate of Owner's Attorney - Attachment "I"

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	CONTRACTOR *(Signature)*
BY: George McGill, Mayor Fort Smith, Arkansas	BY: Nathan Pardue, Director of Operations Nicosia Consulting International, LLC
(Printed name and title)	*(Printed name and title)*

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"A" (7 PAGES)

FORT SMITH TRANSIT AUTHORITY
Fort Smith, Arkansas

TIME FILL UPGRADE AT CNG STATION
Project No. 24-62

PROPOSAL

Proposal of NICOSIA CONSULTING INTL. LLC
a corporation organized and existing under the laws of the State of FLORIDA.
A Partnership consisting of _____.
An individual trading as _____.

To: CITY OF FORT SMITH, ARKANSAS
FORT SMITH, ARKANSAS

In compliance with your Invitation to Bid, the undersigned hereby proposes to furnish all labor, materials and equipment to perform all Work as required for Time Fill Upgrade at CNG Station at Fort Smith Transit Authority Facility, 6821 Jenny Lind Road, Fort Smith, Arkansas in strict accordance with the Project Manual and Drawings marked for identification as Architecture Plus No. 24-62 for the consideration of the following amount:

Bidder acknowledges receipt of the following addenda:

Addendum No. 1	Addendum No. 2	Addendum No. 3	Addendum No. 4
Date: 6/19/25	Date:	Date:	Date:

BASE BID: All work of the Construction Documents

The undersigned agrees to perform the Work described in the Bid Documents (Drawings and Project Manual) dated May 16, 2025 for the sum of

$ 746,502.00
Figures

CASH ALLOWANCES, PERMITS/FEES COSTS AND ALL OTHER COSTS KNOWN TO BE INCURRED BY THE WORK, AS OF THE BID DATE, MUST BE A PART OF THE BASE BID.

ALTERNATES
No. 1: Bidder shall state an amount that deletes furnishing and installing the New Dryer as shown/noted on the Drawings. This means that the existing Dryer shall remain in place and in service

$ 149,367.00
Deduct Cost

LIST OF SUBCONTRACTORS

The General Contractor hereby certifies that proposals from the following subcontractors were used in the preparation of his bid. The Contractor also hereby agrees that he cannot change any of these sub-contracts without the written consent of the Architect and the Owner.

Description of the Work:	Name of Sub-Contractor:	License No.:
Concrete Work	SELF PERFORM	—
Plumbing Work	SELF PERFORM	MP6189
CNG Equipment Work	SELF PERFORM	MP6189
Electrical Work	AC/DC CONTRACTING CO.	479.883.3631

The undersigned agrees, if awarded the Contract, to begin work within fifteen (15) days after the Award of Contract and to complete the entire project within the milestone dates of any phased work and within Two Hundred Ten (210) consecutive calendar days from the Date of Commencement. **The 210 days is allowing time for the purchase, assembling, and delivery of all materials including any / all CNG equipment to the project site.** Liquidated Damages of $300/day shall apply should the work not be completed within the 210 days. Bidder agrees that his Bid is to be good and may not be withdrawn for a period of Sixty (60) calendar days after the scheduled time for receiving Bids. It is understood that this Bid becomes a part of the Contract Documents upon the signing of the contract, and failing to comply with any part of the Bid will be taken as failure to comply with said Contract and will be just cause for the rejection of Work.

Upon receipt of Notice of Acceptance (Intent to Award) of bid, Bidder will execute the formal Contract.

The bid security (Certified Check), (Cashier's Check) (Bidder's Bond) attached in the sum of 5% of the amount of bid or

$ — SEE ATTACHED BID BOND.
(Figures)

which shall become the property of the Owner, as liquidated damages, if in case the undersigned fails, upon receipt of written notice of the acceptance of this bid, to execute a contract in accordance with the bid as accepted and give bond, with good and sufficient surety, or sureties for the faithful performance of he contract, within ten days after prescribed forms are presented for signature.

The Owner reserves the right to reject any or all bids and to waive any bidding informalities or formalities.

Respectfully submitted,

[signature]	Bidder Signature
NATHAN PAYNE – Dir. OPS	Printed Name & Title
1723 NE 10th TERRACE CAPE CORAL, FL 33909	Business Name & Business Address
MP6189	Arkansas Contractor's License No.
Tel: 954-789-3013 Fax: — Email: NATHAN@NICOSIALLC.COM	Business Telephone, Fax & E-Mail

Seal
(If Bid is by a Corporation)

NICOSIA CONTRACTING INTERNATIONAL, LLC.
1723 NE 10th Terrace, Cape Coral, FL 33909 Phone (239) 458-8181 Fax (239) 458-8883

To Whom it May Concern

We appreciate the opportunity to submit a bid. The below represent our pricing and qualifications for this bid.

Base Bid is $746,502.00

Dryer Deduct is 149,367.00

Qualifications:

- We have included a $5,000 allowance for the permit fee in the base bid
- We have included 11 ESD's in the base bid but can meet code with 6 or less units, which would result in a 5,900 credit
- We have included the cost for a grounding loop to the new time fill posts which will tie into the existing station grounding loop. The ground loop is required by code.
- Base bid dryer install assumes reusing existing power feeders from Panel.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Nicosia Consulting International, LLC
1723 Northeast 10th Terrace
Cape Coral, FL 33909

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

City of Fort Smith Transit Department
6821 Jenny Lind Road
Fort Smith, AR 72908

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Time Fill Upgrade at CNG Station / Fort Smith, Arkansas / 24-62

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th **day of** June, 2025

Nicosia Consulting International, LLC
(Principal) *(Seal)*

By: _____
(Title) Director of Operations

(Witness)

(Witness) Peter Alesci

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

By: _____
(Title) Kevin R. Wojtowicz Attorney-in-Fact

S-0054/AS 8/10

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG** , **Florida** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26** day of **June** , **2025** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATE OF COMPLIANCE WITH ALL LAWS AND REGULATIONS REGARDING WORKERS WHO ARE NON-CITIZENS OF THE UNITED STATES

The undersigned Contractor, as part of its contract with the City of Fort Smith, for the providing of services or construction of public works, certifies, under oath, that it will comply with all laws and regulations concerning work performed by persons who are not citizens of the United States as to any and all services and work performed for the City of Fort Smith under said contract. In executing this certification, the undersigned Contractor is fully cognizant that, pursuant to City of Fort Smith Resolution No. 121-08, the Contractor shall be subject to an administrative penalty of up to five hundred dollars ($500.00) for any violation related to this certification.

Signature of Contractor or Authorized Agent: _____

Print Name of Contractor or Authorized Agent: NATHAN PARDUE

Date: 6.25.25

"A"

License No. 0219460426

ID #27879

State of Arkansas

Commercial Contractors Licensing Board

NICOSIA CONSULTING INTERNATIONAL, LLC
1723 NE 10TH TERRACE
CAPE CORAL, FL 33909

This is to Certify That NICOSIA CONSULTING INTERNATIONAL, LLC

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
SPECIALTY
Plumbing

This contractor has an unlimited suggested bid limit.

from July 25, 2025 **until** April 30, 2026 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

July 25, 2025 - dsa

"B"

CONTRACT DRAWINGS

Accompanying this Project Manual are the following drawings which are to become a part of the Project Manual, and intended to coordinate the work of this contract. Any work included on one and not the other shall be executed as though included in both. The following drawings listed herinafter accompany the Project Manual as the contract drawings.

City of Fort Smith Transit Authority
Time Fill Upgrade at CNG Station
Transit Department Office Facility
6821 Jenny Lind Road
Fort Smith, Arkansas 72901
APlus No.: 24-62

INDEX TO DRAWINGS

A0.0 Coversheet

ARCHITECTURAL
A1.0 Architectural Site Plan & Floor Plan
A2.0 Elevations & Building Sections

CNG EQUIPMENT DESIGN
G0.0 Coversheet
C0.0 Spec's for Structural Requirements
C1.0 Site Plan
P0.0 CNG Piping & Mechanical Spec's
P1.0 Process & Instrumentation Diagram
P2.0 Safety Signage Plan
E0.0 Electrical Spec's
E1.0 Single Line Diagram

ELECTRICAL
E1.1 Electrical Lighting Plan

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Invitation to Bid
Instructions to Bidders - (City of Fort Smith Requirements)
Special City of Fort Smith Requirements
Davis-Bacon Wage Rates
Wage Rates and Statement of Compliance, Form WH-348
Proposal (Bid Form)
Bidders Affidavit of Compliance
Bid Bond - AIA Document A310
Contract Drawings
Contract Forms
- Standard Form of Agreement Between Owner and Contractor
- Arkansas Statutory Performance and Payment Bond
- Certificate of Owner's Attorney

GENERAL CONDITIONS

General Conditions - AIA Document 201
Supplementary Conditions
Special FTA Conditions
Special Conditions
Sample Certificate of Required Insurance

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 011520 - Applications for Payment
SECTION 011530 - Change Order Procedure
SECTION 012000 - Pre-Bid Meeting
SECTION 012010 - Pre-Construction Conference
SECTION 012100 - Cash Allowances
SECTION 012973 - Schedule of Values
SECTION 013400 - Submittals and Substitutions
SECTION 014100 - Testing Laboratory Services (Contractor Pays)
SECTION 015000 - Temporary Facilities and Controls
SECTION 015719 - Environmental Protection
SECTION 016400 - Product Handling
SECTION 017050 - Project Closeouts
SECTION 017400 - Cleaning
SECTION 017839 - Project Record Documents

TECHNICAL SPECIFICATIONS

DIVISION 2 - EXISTING CONDITION

None Required, or as noted on the Drawings

DIVISION 3 - CONCRETE

SECTION 033000 - Cast-in-Place Concrete

DIVISION 4 - MASONRY

None Required, or as noted on the Drawings.

DIVISION 5 - METALS

None Required, or as noted on the Drawings.

DIVISION 6 - WOOD, PLASTICS AND COMPOSITES

None Required, or as noted on the Drawings.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION 079200 - Sealants and Caulking

DIVISION 8 - OPENINGS

None Required.

DIVISION 9 - FINISHES

SECTION 099000 - Paint

DIVISION 10 - SPECIALTIES

None Required, or as noted on the Drawings.

DIVISION 11 - EQUIPMENT

See Division 43

DIVISION 12 - FURNISHINGS

None Required, or as noted on the Drawings

DIVISION 13 - SPECIAL CONSTRUCTION

None Required, or as noted on the Drawings.

DIVISION 14 - CONVEYING EQUIPMENT

"C"

None Required, or as noted on the Drawings.

DIVISION 22 - PLUMBING

None Required, or as noted on the Drawings.

DIVISION 23 - HVAC

None Required.

DIVISION 26 - ELECTRICAL

SECTION 260500 - General Electrical Requirements

DIVISION 31- EARTHWORK

None Required, or as noted on the Drawings.

DIVISION 32 - EXTERIOR IMPROVEMENTS

None Required, or as noted on the Drawings.

DIVISION 33- UTILITIES

None Required, or as noted on the Drawings.

DIVISION 43- PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT

CNG Fueling System: See Drawings

APPENDIX

A - Abbreviations

"D"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 1,000,000
	☐ DED ☐ RETENTION$							$ 10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	100,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 100,000

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

CERTIFICATE HOLDER

Sample Certificate of Liability

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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"D"

NICOCON-01 DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificates	
Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	PHONE (A/C, No, Ext): (727) 258-5774	FAX (A/C, No):
	E-MAIL ADDRESS: certs@cci-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURED	INSURER B : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	25674
Nicosia Consulting International, LLC 1723 NE 10th Terrace Cape Coral, FL 33909	INSURER C : Insurance Company of the West	27847
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	EPK-149435	11/15/2024	11/15/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Environmental Packag						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BA-1W583080-24-42-G	11/15/2024	11/15/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X	EFX-126343	11/15/2024	11/15/2025	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	X	WFL 5062877 03	11/15/2024	11/15/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability	X	X	EPK-149435	11/15/2024	11/15/2025	Each Occurence	1,000,000
B	XS Over Auto			EX-1W583172-24-42	11/15/2024	11/15/2025	Aggregate/Occurence	6,000,000

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

Dominic Nicosia is excluded from the Workers' Compensation policy.

When required by written contract, the certificate holder is listed as additional insured, on a primary non-contributory basis, with regard to the general liability, auto liability, and pollution policies. Separation of Insureds applies to the General Liability and Auto policies. A waiver of subrogation applies in favor of the certificate holder on the general liability, auto liability, pollution, and workers' compensation policies. Excess policy follows form. 30 day notice of cancellation applies; 10 days for non-payment of premium.

EX-1W583172-24-42 is excess liability over the Business Auto policy.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Fort Smith
Transit Department
623 Garrison Ave
PO Box 1908
Fort Smith, AR 72902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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"D"

AGENCY CUSTOMER ID: NICOCON-01 DASBURY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Construction Casualty Insurance, LLC	Nicosia Consulting International, LLC 1723 NE 10th Terrace Cape Coral, FL 33909
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
2nd Layer Excess over Policy #EFX-126343 ::
Carrier - Markel American Insurance Company
Policy Term - 7/16/25-11/15/25
Policy Number - MKLV4EFX106800
$1,000,000 Occurrence
$1,000,000 Aggregate

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"E"

2025-16840
Certificate of Record
FORT SMITH DISTRICT
SEBASTIAN COUNTY, ARKANSAS
SHARON BROOKS, CO CLERK & RECORDER
08/28/2025 02:36:40 PM
RECORDING FEE 40.00
Pages: 6

2025-15152
Certificate of Record
FORT SMITH DISTRICT
SEBASTIAN COUNTY, ARKANSAS
SHARON BROOKS, CO CLERK & RECORDER
08/06/2025 03:34:23 PM
RECORDING FEE 30.00
Pages: 4

Bond # 108296693

Doc ID:8305184
Tx:4181390

ARKANSAS PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) Nicosia Consulting International, LLC **a (2)** LLC **hereinafter called "Principal" and (3)** Travelers Casualty and Surety Company of America **of** ONE TOWER SQUARE, HARTFORD, CT 06183 **State of** Connecticut **, hereinafter called the "Surety", are held and firmly bound unto (4)** City of Fort Smith **, hereinafter called "Owner" in the penal sum of** Seven hundred forty six thousand five hundred two and 0/100 **Dollars ($** 746,502.00 **) in lawful money of the United States, for the payment of which sum well and truly to be made, said Principals 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 2 **day of** July **,** 20 25 **, a copy of which is attached and made a part hereof for the construction of:**

*Rerecorded to correct date

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract, including without limitation the maintenance warranty thereof, 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 he 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, all amounts due for but not limited to, materials, lubricants, oil, gasoline, repair on machinery, equipment and tools, consumed or used in connection with the construction of said work, fuel oil, premium for bonds, and liability and workman's compensation insurance, rentals on machinery and equipment; also for taxes or payments due the State of Arkansas or any political subdivisions thereof which shall have arisen on account of or in connection with the wages earned by workmen covered by the bond; and for all labor,

Bond # 108296693

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

The Surety agrees the terms of this bond shall cover the payment by the principal of not less than the prevailing hourly rate of wages as found by the Arkansas Department of Labor or as determined by the court on appeal to all workmen performing work under the contract.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract as to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this 30 day of July, 20 25

ATTEST:

Nicosia Consulting International, LLC
(PRINCIPAL)

SECRETARY (PRINCIPAL)

By Dominic Nicosia

(TITLE) Dominic Nicosia, President

(SEAL)

(ADDRESS) 1723 Northeast 10th Terrace
Cape Coral , FL 33909

Susan Lathrop
WITNESS AS TO PRINCIPAL

Travelers Casualty and Surety Company of America
(SURETY)

Bond # 108296693

(ADDRESS)

ATTEST:

By
ATTORNEY-IN-FACT
Kevin R. Wojtowicz

1000 Central Ave, Suite 200, St. Petersburg, Fl 33705
ADDRESS

SECRETARY (SURETY)

(SEAL)

WITNESS AS TO ATTORNEY-IN-FACT

1000 Central Ave, Suite 200, St. Petersburg, Fl 33705
ADDRESS

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

(1) Correct name of Contractor.
(2) A corporation, a partnership, 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.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30** day of **July**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

GENERAL SURETY RIDER

To be attached and form a part of

Bond No.	108296693
For	Time Fill Upgrade at Existing CNG Station / Fort Smith Transit / 6801 Jenny Lind, Fort Smith, Arkansas
Dated effective	07/30/2025 (MONTH, DAY, YEAR)
Executed by	Nicosia Consulting International, LLC, as Principal, (PRINCIPAL)
And by	Travelers Casualty and Surety Company of America, as Surety, (SURETY)
And in favor of	City of Fort Smith (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Contract Date	07/02/2025	07/25/2025

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective **07/30/2025**
(MONTH, DAY, YEAR)

Signed and Sealed **08/21/2025**
(MONTH, DAY, YEAR)

Nicosia Consulting International, LLC
PRINCIPAL

BY _____ President
TITLE

Travelers Casualty and Surety Company of America
SURETY

BY _____
Kevin R. Wojtowicz, ATTORNEY-IN-FACT

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21** day of **August**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

"F & G" - 11 PAGES

Special FTA Conditions
CNG Time Fill Upgrade

No Federal Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Access to Records and Reports

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes Requirement

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the *Master Agreement* between Fort Smith Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The latest Master Agreement can be provided upon request.

Civil Rights/EEO

The City of Fort Smith is an Equal Opportunity Employer. As such, the City of Fort Smith agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fort Smith agrees to

comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq*., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in *FTA Circular 4220.1E* are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fort Smith requests which would cause City of Fort Smith to be in violation of the FTA terms and conditions.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Veterans Employment

The Contractor will give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C Section 2108) who have the requisite skills and abilities to perform the construction work required under this contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or former employee.

Termination Provisions

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, the City of Fort Smith may terminate this contract for default. The City of Fort Smith shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Fort Smith may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Fort Smith resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Fort Smith in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of City of Fort Smith, acts of another contractor in the performance of a contract with City of Fort Smith, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies City of Fort Smith in writing of the causes of delay. If, in the judgment of City of Fort Smith, the delay is excusable, the time for completing the work shall be extended. The judgment of City of Fort Smith shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City of Fort Smith.

Debarment and Suspension

The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Contract. By signing this Contract, the Contractor certifies that neither it nor its principals, affiliates, or Sub-Contractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified

from participation in this contract by any Federal department or agency. This certification is a material representation of fact upon which the City of Fort Smith relies in entering this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of Fort Smith the Federal Government may pursue available remedies, including suspension and/or debarment. The Contractor shall provide to the City of Fort Smith immediate written notice if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor will include a provision requiring such compliance in its lower tier covered transactions.

Program Waste, Fraud and False or Fraudulent Statements and Abuse or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement is has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the Contractor, to the extent the Federal Government deems appropriate, further notification to FTA is required when:

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice. The Contractor must promptly notify the City of Fort Smith if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or

other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

The Contractor agrees to include the above language in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

Legal Remedies for Breach of Contract

Legal remedies to address violation of the contract will be provided for in the contract.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. section 661.7.

The bidder must submit to the City of Fort Smith the appropriate Buy America certification below with its bid. Bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements
The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: July 31, 2025
Signature: Nathan Pardue
Company: Nicosia Consulting International, LLC
Name: Nathan Pardue
Title: Director of Operations

Certificate of Non-Compliance with Buy America Requirements
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Lobbying

Certification of Restrictions on Lobbying; Disclosure:

The Contractor certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which the City of Fort Smith has relied to enter this Contract Number Project Number Supplemental Conditions 00710-9 Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. By its signature on this Contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801, *et seq.*, apply to this certification and disclosure, if any.

Clean Air Act Compliance

For any project of $150,000 or more, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401-7671q. The Contractor agrees to report each violation to the City of Fort Smith and understands and agrees that the City of Fort Smith will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water Act Compliance

For any project of $150,000 or more, the Contractor agrees to comply with all applicable standards, order, or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA. Flow Down the Federal Water Pollution Control Act requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Contractor agrees to report each violation to the

City of Fort Smith and understands and agrees that the City of Fort Smith will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding$150,000 financed in whole or in part with Federal assistance provided by FTA.

Probation on Certain Telecommunications Equipment

The Contractor agrees to prohibit contracting for certain telecommunications and video surveillance services or equipment as defined in FAR 52.204-25 and FAR 52.204-26, and require contractors to flow this down to their subcontractors.

Davis Bacon Action and Copeland Anti-Kickback

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. section 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. sections 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. section 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Fly America

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for

shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

Seatbelt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative.

Distracted Driving

The Contractor agrees to comply with: (1) Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the 4 January 2023 driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the contract, or when performing any work for or on behalf of the contract, (2) Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (3) Extension of Provision. The Contractor is encouraged to include the immediately preceding Provision of section (1) – (2) in each third-party sub-agreement (if applicable) at each tier supported with federal assistance.

Contract Work Hours and Safety Standards

For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or any subcontractor under any such contract or any other Federal contract with the Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or any subcontractor for unpaid wages and liquidated damages as provided in this section.
The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Bonding

By signature of this document the Contractor agrees to comply with the bond requirements that protect the federal interest in the project. The bond types include a bid guarantee, performance bond and payment bond as indicated in the bid specifications.

Special DOL & EEO Clauses

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Council setting forth the provisions of this nondiscrimination clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City of Fort Smith, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the City of Fort Smith and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor shall include the provisions of this Section 16 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. If the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the Regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

DBE

Pursuant to 49 CFR part 26, the Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Contract or such other remedy as the City of Fort Smith deems appropriate. The Contractor shall include this requirement in all subcontracts pursuant to this Contract.

DBE Good Faith Efforts:

During the term of this contract, the Contractor will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform under the contract, and that the Contractor meets its DBE commitment as set forth in its bid.

The DBE participation goal for Fort Smith Transit is set at 3%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises. The Contractor must reference ArDOT's Certified Disadvantaged Business Enterprises and Small Business directory search process in an effort to identify potential subcontractors to assist Fort Smith Transit in meeting its DBE participation goal.

Prompt Payment and Return of Retainage

The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractor's receipt of payment from the City of Fort Smith for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from the City of Fort Smith. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the City of Fort Smith. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this Section 14.2 may result in the City of Fort Smith finding the Contractor in noncompliance with the DBE provisions of this Contract.

The Contractor shall not, by reason of said payments, be relieved from responsibility for Work done by the subcontractor and shall be responsible for the entire Work under this contract until the same is finally accepted by the City of Fort Smith.

The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in the City of Fort Smith finding Contractor in noncompliance with the DBE provisions of this contract.

Solid Waste - Recovered Materials

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with all the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA") as amended (42 U.S.C. section 6962) and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

ADA Access

Must comply with applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and US:DOT/FTA impending regulations.

I hereby certify that I understand and will comply with the above FTA and City of Fort Smith requirements as it relates to the CNG Time Fill Upgrade Project for the City of Fort Smith Transit Department.

Name

July 31, 2025
Date

"I"

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned Colby T. Roe, the duly authorized and acting legal representative of The City of Fort Smith, Arkansas, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: 19 August 2025

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Ken Savage, Transit Director

DATE: September 2, 2025

SUBJECT: Large Transit Bus Purchase

SUMMARY

Attached is a resolution for the purchase of one (1) thirty-five foot (35') large heavy-duty transit bus with factory CNG. The new bus will replace a 2018 model Cut-away bus with approximately 225,000 miles. Staff will place this new bus in circulation with other large buses in the fixed route fleet. The bus acquired in this request will serve as a purchase option from an ArDOT contract the Fort Smith Board of Directors approved in 2020 by Resolution (R-55-20).

Enclosed is a quote from the manufacture for $724,700. The quote references the Producer Price Index (PPI) increases applied to the contract since the period of our last purchase. Funding is included in the budget and federal grant funds will reimburse the equipment at 85%. Approximately $108,700, or 15% local match will be the overall impact to the general fund following reimbursement. The manufacturer noted a period eighteen (18) to twenty-four (24) months for delivery. The price quoted reflects features identical to the first buses ordered, therefore staff anticipates the delivery to be more expeditious. Staff is requesting a purchase order at this time. The actual purchase amount could vary slightly for changes approved by staff during assembly.

Staff is considering one feature change such as the use of interior cameras in lieu of rear-view mirrors. Mirrors are the most vulnerable feature on the buses due to navigating beside large trucks of the same height. Features such as these will be determined at a preproduction meeting closer to the actual build of the bus. The large bus will further the department's mission to grow ridership, such as that anticipated with the upcoming pilot program. Large transit style buses are more costly but have a 14-year useful life according to FTA.

The project aligns with the comprehensive plan policies NCR 2.3 Improve air quality, TI 4 Improve public transportation, CCD 2 Increase local community identity within the City, and HN 1.7 Provide convenient safe connections between neighborhoods and improve destinations, such as downtown, employment centers, schools, parks, shopping areas and neighborhood services. Staff recommends approval of the Resolution. I'll be happy to answer any questions.

ATTACHMENTS

1. Resolution_Authorizing_Purchase_of_35_foot_Gillig_2025.pdf
2. Fort Smith AR (1) 35' CNG Low Floor Bus- ARKANSAS DOT CONTRACT- 8-8-25.pdf

FISCAL IMPACT:	*$724,700.00*
BUDGET INFORMATION:	*Budgeted / Transit - 01016550-53110 Capital Outlay Vehicles*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A LARGE HEAVY DUTY TRANSIT BUS FROM GILLIG LLC

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

SECTION 1: The quote received from Gillig LLC on August 11, 2025, for the purchase of one (1) 35 foot CNG low floor bus using options off the Arkansas Department of Transportation Contract RFP-21-001-R in the amount of $724,700 is hereby approved.

SECTION 2: The City Administrator, or his authorized agents, is hereby authorized to take any and all necessary action to complete the approved purchase from Gillig LLC for a large heavy duty transit bus, subject to the terms set forth in Section 1 above.

This resolution adopted this _____ day of September, 2025.

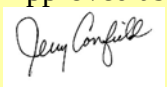
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____NPR

PRICE VARIANCE
8/8/2025
FORT SMITH, AR OFF OF ARKANSAS DOT - RFP-21-001-R
(1) 35' CNG LOW FLOOR BUSES, SN: TBD

ITEM	ARKANSAS DOT	FORT SMITH, AR	VARIANCE
STYLING PACKAGE	STANDARD LOW FLOOR	BRT FRONT CAP STYLING ONLY	9,790.00
ENGINE	CUMMINS L9N, 280 HP W/ (5) TYPE 4 CNG TANKS	CUMMINS L9N, 280 HP W/ (5) TYPE 4 CNG TANKS	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	STD FLEETGUARD	-
STARTER	DELCO MT-42	DELCO MT-42	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER RBX00-2277	DONALDSON INFORMER RBX00-2277	-
RADIATOR	EMP	EMP	-
E-COAT RAD/CAC	NOT INCLUDED	NOT REQUIRED	-
RADIATOR TANK GUARD	NOT INCLUDED	NOT REQUIRED	-
ALTERNATOR	NIEHOFF C803	NIEHOFF C803	-
ENGINE BLOCK HEATER	NOT INCLUDED	REQUIRED - PHILLIPS TEMRO	205.00
ENGINE OIL EXTRACTOR PORT	INCLUDED	NOT REQUIRED	(35.00)
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	MAGNETIC DRAIN PLUG	-
TRANSMISSION	ALLISON B400R	ALLISON B400R	-
ENGINE / TRANSMISSION / RADIATOR COOLANT TEST PORTS	INCLUDED	REQUIRED	-
FUELSENSE	INCLUDED (2.0)	REQUIRED (2.0 PLUS)	30.00
TRANS OIL EXTRACTOR PORT	INCLUDED	NOT REQUIRED	(35.00)
BRAKES	S-CAM DRUM	DISC BRAKES	4,059.00
AXLE HUB SEALS	GREASE SEALS	GREASE SEALS	-
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
AUTO TRACTION CONTROL	INCLUDED	NOT REQUIRED	(83.00)
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) STEEL, POWDER COATED	(7) STEEL, POWDER COATED	129.00
TIRES	CUSTOMER SUPPLIED	GILLIG SUPPLIED (7) GOODYEAR 315/80R22.5 G652	7,165.00
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
HYDRAULIC OIL EXTRACTION PORT	INCLUDED	NOT REQUIRED	(35.00)
FUEL MONITORING SMART GAUGE (INCLUDES TANK UPGRADE TO ELECTRIC SOLENOIDS)	NOT INCLUDED	NOT REQUIRED	-
DASH MOUNTED CNG FUEL GAUGE	NOT INCLUDED	REQUIRED	186.00
OIL PRESSURE & COOLANT TEMPERATURE GAUGES LOCATED IN ENGINE COMPARTMENT	FORSTER PROGRAMMABLE GAUGE	C-COM DIGITAL MULTI-DISPLAY GAUGE	-
REAR TOWING CONNECTION	INCLUDED	NOT REQUIRED	(35.00)
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	INCLUDED	REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
BATTERIES	(2) DEKA 8D	(4) DEKA GROUP 31	223.00
BATTERY JUMP START CONN	(1) ANDERSON 350 IN ENGINE COMPARTMENT (REAR)	(1) ANDERSON 350 IN ENGINE COMPARTMENT (REAR)	-
WHEELCHAIR RAMP	LIFT-U (LU-18)	LIFT-U (LU-18)	-
HVAC MOTORS (TK)	BRUSHLESS	BRUSHLESS	-
HVAC COMPRESSOR (TK)	X430	S616	2,715.00
REFRIGERANT	R134A	R134A	-
HVAC RETURN AIR FILTER	HOGS HAIR FILTER	AIRFILOPE FILTER	-
FRESH AIR MAKE-UP	NOT INCLUDED	REQUIRED	785.00
CLIMATE COMFORT TECHNOLOGIES CCT 24V-1 ELECTRONIC AIR CLEANER	NOT INCLUDED	REQUIRED	2,275.00
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
DRIVERS HEATER FRESH AIR INTAKE	NOT INCLUDED	REQUIRED	785.00
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	REQUIRED	463.00
EXIT DOOR HEATER	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
8/8/2025
FORT SMITH, AR OFF OF ARKANSAS DOT - RFP-21-001-R
(1) 35' CNG LOW FLOOR BUSES, SN: TBD

ITEM	ARKANSAS DOT	FORT SMITH, AR	VARIANCE
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
AUX DRIVERS FAN	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN / SPRING CLOSE	34" AIR OPEN / SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVERS CONTROL	FULL DRIVERS CONTROL	-
ELECTRICAL EQUIPMENT CABINET	44" TALL, W/2 COOLING FANS	44" TALL, W/2 COOLING FANS	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	NOT REQUIRED	651.00
PASSENGER SEATS	AMSECO INSIGHT PRIME+ W/ A.R.M SYSTEM	AMSECO INSIGHT PRIME+ W/ 3 ADA LOCATIONS W/ 2 ARM'S W/(2) Q'PODS	23,799.00
SEAT MOUNTED USB PORTS	NOT INCLUDED	(15) REQUIRED	3,459.00
FRONT WHEELWELL VERTICAL STANCHIONS	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SEAT	USSC G2A W/HEADREST & 2-PT BELT	USSC G2A W/HEADREST & 2-PT BELT	-
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
STOP REQUEST AT REAR DOOR	NOT REQUIRED	NOT REQUIRED	-
DRIVERS BARRIER	WRAP AROUND W/OUT SCHEDULE HOLDERS	WRAP AROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	AROWGUARD DRIVERS BARRIER W/ EXTENDED GLASS	5,193.00
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	NOT REQUIRED	-
STANCHIONS AND GRAB RAILS	SSTL	SSTL	-
OVERHEAD GRAB STRAPS	(14) INCLUDED	(6) REQUIRED	(136.00)
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
EXTERIRO AD FRAMES	NOT INCLUDED	STREET-SIDE: (1) 30" X 144" CURB-SIDE: (1) 30" X 88"	851.00
PASSENGER WINDOWS	RICON BONDED FRAME / UPPER TRANSOM	RICON BONDED FRAME / UPPER TRANSOM	-
HEADLAMPS	PETERSON LED LOW & HIGH BEAMS	PETERSON LED LOW & HALOGEN HIGH BEAMS	(561.00)
STOP/TAIL/TURN LAMPS	4" ROUND	4" ROUND	-
REAR CAP GRILLE LOWER CENTER AUX STOP LAMPS	(2) 4" RED LED	(2) 4" RED LED	-
BATTERY COMPARTMENT LIGHT	INCLUDED	NOT REQUIRED	(150.00)
INTERIOR LAMP KIT	I/O CONTROLS	PRETORIA	-
PLEASURE RADIO & ANTENNA	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	PRE-WIRE ONLY W/OUT ANTENNA	PRE-WIRE ONLY W/OUT ANTENNA	-
PA SYSTEM/VOICE ANNUCIATOR	STD REI	STD REI	-
BOOM MIC	INCLUDED	REQUIRED	-
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
HEATED FRONT GLAZING	NOT INCLUDED	NOT REQUIRED	-
DESTINATION SIGNS	HANOVER AMBER LED (FRONT & CURBSIDE)	HANOVER WHITE LED (FRONT & CURBSIDE)	557.00
REAR DESTINATION SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	POWER CIRCUIT & GROUDING STRAP ONLY	DIAMOND FAREBOX MODEL SV	3,506.00
FAREBOX GUARD	INCLUDED	INCLUDED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	REQUIRED	121.00
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FULL COMPOSITE FLOORING	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
ROOF HATCHES	REAR MANUAL OPEN/CLOSE	FRONT & REAR MANUAL OPEN/CLOSE	479.00
EXTERIOR MIRRORS	9 X 13, 2-PC, CONVEX W/REMOTE, HEATED, CLASS A	9 X 13, 2-PC, CONVEX W/REMOTE, HEATED, CLASS A	-
MIRROR HOUSING MOUNTED TURN SIGNAL INDICATOR	NOT INCLUDED	REQUIRED (EACH SIDE)	250.00
MULTIFUNCTIONAL DISPLAY (MFD)	NOT INCLUDED	NOT REQUIRED	-
DASH PANEL BACKLIGHTING	INCANDESCENT	FIBER OPTIC	879.00
FIRE SUPPRESSION SYSTEM	AMEREX V25	AMEREX SAFETY NET W/ METHANE DETECTION	1,698.00

PRICE VARIANCE
8/8/2025
FORT SMITH, AR OFF OF ARKANSAS DOT - RFP-21-001-R
(1) 35' CNG LOW FLOOR BUSES, SN: TBD

ITEM	ARKANSAS DOT	FORT SMITH, AR	VARIANCE
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	TOMAR - T972HL EMITTER	1,702.00
VIDEO SURVEILLANCE SYSTEM	SEON 8-CAMERA SYSTEM, PRE-WIRE ONLY (PER ARKANSAS DOT SPEC)	247 ZEUS PT, (3) 360 INT., (1) INT., (2) EXT CAMERAS, 2TB SSD, GPS, WLAN	6,849.00
BACK-UP CAMERA	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK	NOT INCLUDED	SPORTWORKS 2-POSITION VELO PORTER	1,160.00
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	AIR PRESSURE, SPEEDOMETER, OIL PRESSURE, COOLANT TEMPERATURE, & VOLTMETER	AIR PRESSURE, SPEEDOMETER, OIL PRESSURE, COOLANT TEMPERATURE, & VOLTMETER	-
CUP HOLDER	NOT INCLUDED	BIG GULP CUP HOLDER	35.00
WASTE CONTAINER	NOT INCLUDED	REQUIRED - AT FRONT CURB SIDE FRONT WHEEL WELL	81.00
ADJUSTABLE PEDALS	NOT INCLUDED	REQUIRED	1,130.00
TRANS LOCK-OUT SWITCH	NOT INCLUDED	NOT REQUIRED	-
CAD / AVL ITS SYSTEM	SYNCHROMATICS, PRE-WIRE ONLY (PER ARKANSAS DOT SPEC)	HANOVER HTC SYSTEM W/ 21.5" MONITOR	9,869.00
CRADLEPOINT IBR1700 ROUTER	NOT INCLUDED	REQUIRED - W/ ROOF MOUNTED ANTENNA	5,856.00
INTERIOR PASSENGER DECALS	ENGLISH & SPANISH	ENGLISH, SPANISH & VIETNAMESE	475.00
EXTERIOR PAINT	(2) COLORS	(2) COLORS	-
CLEAR COAT	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR GRAPHICS	NOT INCLUDED	FORT SMITH, AR CUSTOM GRAPHICS	6,795.00
ROOF NUMBERS	INCLUDED	NOT REQUIRED	(136.00)
WARRANTY (STRUCTURAL INTEGRITY/CORROSION)	84 MONTHS / 350,000 MILES	144 MONTHS / 500,000 MILES	2,000.00
WARRANTY (ENGINE - L9N)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
WARRANTY (ALLISON B400R)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
WARRANTY (THERMO KING HVAC)	36 MONTHS / UNL MILES	36 MONTHS / UNL MILES	-
WARRANTY (ALL OTHER COMPONENTS)	BASE COVERAGE PER CONTRAC	BASE COVERAGE PER CONTRAC	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL FORT SMITH, AR VARIANCES	104,999.00
ARKANSAS DOT 35' CNG LOW FLOOR BASE UNIT PRICE (5/5/2021)	457,446.00
DELIVERY	4,227.00
FORT SMITH, AR 35' LOW FLOOR BASE NON-ADJUSTED UNIT PRICE	566,672.00
PPI 1413 ADJUSTMENT 285.695 (DEC'21) / 269.5 (MAY'21) = 6.01% CAPPED AT MAX TOTAL OF 5% PER YR	28,334.00
PPI 1413 ADJ 329.801 (DEC'22) / 285.695 (DEC'21) = 15.44% CAPPED AT MAX TOTAL OF 5% PER YR	29,750.00
PPI 1413 ADJ 344.270 (DEC'23) / 329.801 (DEC'22) = 4.39%	27,427.00
2024 CONTRACT PRICE ADJUSTMENT= 5.00%	32,609.00
PPI 1413 ADJ 363.806 (JUN'25) / 347.194 (JUN'24) = 4.78%	32,733.00
FORT SMITH, AR 35' LOW FLOOR BASE ADJUSTED UNIT PRICE	717,525.00
SPARE / TOOLING BUDGET (1%)	7,175.00
FORT SMITH, AR 35' CNG LOW FLOOR CURRENT PRICE (8/8/2025)	**724,700.00**

CONFIDENTIAL
This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Jessica Underwood, Executive Assistant

DATE: September 9, 2025

SUBJECT: Appointment: Central Business Improvement District (3)

SUMMARY

Three terms on the Central Business Improvement District (CBID) are set to expire on September 30, 2025. Those terms are held by Mr. Bill Hanna, Mr. Trent Goins, and Mr. Keith Lau. Mr. Hanna and Mr. Goins are interested in reappointment. The other applicant is Mr. Eric Hartness.

The Board of Directors is responsible for appointing members to the CBID. Three appointments are needed, with the new terms set to expire on September 30, 2031

ATTACHMENTS

1. CBID - Appointment 20250916.pdf

CENTRAL BUSINESS IMPROVEMENT DISTRICT

State law provides that persons serving on the CBID shall be owners of real property in the district or officers or stockholders of a corporation owning real property within the district. Eight commissioners are appointed by the **Board of Directors** for six year terms.

	DATE APPOINTED	TERM EXPIRES
Bill Hanna Hanna Oil & Gas 4525 Park Avenue (03) 782-1534 (h) 782-8808 (w) bhanna@hannaiolandgas.com	04/15/08	09/30/25
Keith Lau Real Estate and Property Management 7100 South Q (03) 806-7700 Keithlau45@gmail.com	10/24/23	09/30/25
Trent Goins 4110 S 34th Street 461-8433 (h) 474-5036 (w) rtrentgoins@gmail.com	05/21/24	09/30/25
Sam Sicard First National Bank P.O. Box 7 (02) 782-2041 (w) samueltsicard@fnbs.com	01/20/09	09/30/27
Phil White 611 South 4 Street (03) 648-1225 (w) 452-2928 (h) phil@bakeryfs.com	09/18/07	09/30/27
Matthew G. Holland 112 Paddock Lane 782-3511 (w) matt@bellepoint.com	01/19/21	09/30/27

Lee Ann Vick 6900 Naples Way lavick@cox.net	08/18/15	09/30/27
Stuart Ghan 101 N 11th Fort Smith, AR 72901 478-6161 stuart@ghancooper.com	02/23/21	09/30/27

Application for Boards, Commissions, and Committees

Note: As an applicant for a City Board, Commission, or Committee, your name, address, and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Today's Date
8/4/2025

Name
Randall Goins

Date of Birth

Home Address
4110 South 34th Street, Fort Smith, Arkansas 72903

Home Phone
(479) 461-8433

Work Phone
(479) 461-8433

Email
rtrentgoins@gmail.com

Occupation
Self-Employed

Education
University of Arkansas

Professional and/or Community Activities:
Current CBID Board Member
Co-Founder Peacemaker Music Festival
Fort Smith Chamber Past President and Board Member

Additional Pertinent Information/References:

Upload additional files here (optional).

Do you reside within the corporate boundaries of the city of Fort Smith?
Yes

Are you a registered voter in the city of Fort Smith?
Yes

Attach a copy of your voter registration
Voter Registration.pdf

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
No

Drivers License Number:
[redacted]

Please select the board(s), committee(s), or commission(s) on which you would like to serve:
Central Business Improvement District

ACKNOWLEDGMENT

In the event I am appointed to a City of Fort Smith board, commission, or committee, submission of this application hereby conveys my agreement to comply with all requirements associated with the subject board, commission, or committee governed by either the City of Fort Smith and/or the State of Arkansas.

(Municipal and State references are provided on the linked Exhibit A. Regarding references to resolutions and/or ordinances, such are available in the City Clerk's Office, 623 Garrison Avenue, Room 303.)

EXHIBIT A IS LINKED HERE

I further agree to comply with all requirements of Robert's Rules of Order, and specifically noted sections of the State of Arkansas Code Annotated and Fort Smith Municipal Code provided below:

Robert's Rules of Order
The above is available online at http://robertsrules.com. A hard copy is also available for viewing in the City Clerk's Office, 623 Garrison Avenue, Room 303.

State of Arkansas Code Annotated (A.C.A.)

1. Title 14 Local Government
   Subtitle 3 Municipal Government
   Chapter 42 Government of Municipalities Generally
   Subchapter 1 General Provisions
   Section 14-42-106 Oath and bond required*
   **Requires appointees to take an Oath of Office within 10 days of being notified of said appointment. Failure to accomplish this could result in the appointed position being declared vacant.*

2. Title 25 State Government
   Chapter 19 Freedom of Information Act of 1967

The above are available via a link on the City of Fort Smith website: State of Arkansas Code A hard copy is also available for viewing in the City Clerk's Office, 623 Garrison Avenue, Room 303.

Fort Smith Municipal Code

1. Chapter 2 - Administration
   Article VI - Boards, Commissions, Etc.
   Section 2-232 - Appointment and removal of members of appointed boards, commissions or

CITY OF FORT SMITH

Application for Boards /Committees / Commissions

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 8/21/15

Name: William Hanna

Home Address: 1800 St. Francis

Zip: 72903

Home Telephone: 479-651-2194

Work Telephone: _____

Email: bhanna@hannaoil.com

Occupation: Oil & Gas Executive

(If retired, please indicate former occupation or profession)

Education: U of A College of Business

Professional and/or Community Activities: CBID - Several yrs (Not sure how many)

Additional Pertinent Information/References: _____

Do you reside within the corporate boundaries of the city of Fort Smith? Yes ✓ No _____

Are you a registered voter in the city of Fort Smith? Yes ✓ No _____

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes _____ No ✓ *Note: "Yes" will not automatically preclude you from consideration.*

If yes, please identify the offense and the approximate date.

Drivers License: [redacted] Date of Birth: [redacted]

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- ☐ Advertising & Promotion Commission
- ☐ Airport Commission
- ☐ Animal Services Advisory Board
- ☐ Arkansas Fair & Exhibition Facilities Board
- ☐ Audit Advisory Committee
- ☐ Building Board of Adjustment and Appeals
- ☒ Central Business Improvement District
- ☐ Civil Service Commission *(3 year residency required)*
- ☐ Community Development Advisory Committee
- ☐ County Equalization Board
- ☐ Electric Code Board of Appeal
- ☐ Fire Code Board of Appeals & Adjustments
- ☐ Fort Smith Municipal Employees Benevolent Fund Board of Advisors
- ☐ Future Fort Smith Committee
- ☐ Historic District Commission
- ☐ Housing Assistance Board
- ☐ Library Board of Trustees
- ☐ Mechanical Board of Adjustments and Appeals
- ☐ Parks & Recreation Commission
- ☐ Planning Commission
- ☐ Plumbing Advisory Board
- ☐ Port Authority
- ☐ Property Owners Appeals Board
- ☐ Public Facilities Board Advisory Committee
- ☐ Recycling Advisory Committee
- ☐ Sales Tax Review Committee
- ☐ Sebastian County Regional Solid Waste Management Board
- ☐ Transit Advisory Commission
- ☐ Water Advisory Committee

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov

CITY OF FORT SMITH

Application for Boards /Committees / Commissions

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 8-5-2025

Name: ERIC HARTNESS

Home Address: 813 GARRISON AVE

Zip: 72901 FT SMITH

Home Telephone: (650) 839-5041

Work Telephone: "

Email: EH.HARTNESS@GMAIL.COM

Occupation: (Former) VIDEO GAME MARKETING (Current) Marketing Consultant

(If retired, please indicate former occupation or profession)

Education: BSBA MARKETING - University of Arkansas, MBA HARVARD Business

Professional and/or Community Activities: FT Smith Museum of History School Board, FT Smith Razorback Club Board, Red Cross

Additional Pertinent Information/References: Referred by Matt Holland. I also know Phil White, Trent Gans, Bill Hanna, Lee Am Dick

Do you reside within the corporate boundaries of the city of Fort Smith? Yes X No ____

Are you a registered voter in the city of Fort Smith? Yes X No ____

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If yes, please identify the offense and the approximate date.

Drivers License: [redacted] Date of Birth: [redacted]

(This information will be used to conduct a criminal background check of all applicants).

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- ☐ Airport Commission
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- ☐ Arkansas Fair & Exhibition Facilities Board
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- ☐ Recycling Advisory Committee
- ☐ Sales Tax Review Committee
- ☐ Sebastian County Regional Solid Waste Management Board
- ☐ Transit Advisory Commission
- ☐ Water Advisory Committee

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