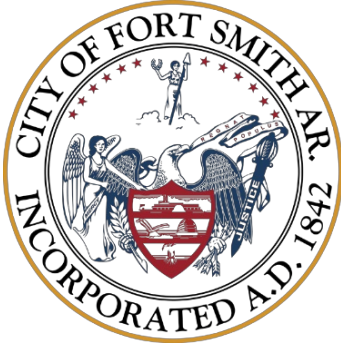




MAYOR

George B McGill

**INTERIM 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 ~ Revised

Fort Smith Board of Directors

REGULAR MEETING

July 21, 2026 ~ 6:00 p.m.

Blue Lion

101 North 2nd Street

Fort Smith, Arkansas

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

https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVE MINUTES OF THE JULY 7, 2026 REGULAR MEETING

PRESENTATION

➤ Recognize Fort Smith Police Officer Kyle Newman ~ G. Catsavis/Martin placed on future regular meeting agenda at the June 26, 2026 strategic workshop ~ (City Administrator)

CITIZENS FORUM

ITEMS OF BUSINESS

1. Ordinance repealing and replacing Section 2-44(b) of the Fort Smith Municipal Code ~ Settle/Rego placed on agenda at the July 14, 2026 study session ~ (City Administrator)

2. Items regarding real property of the Natural State Council of the Boy Scouts of America, Inc.:
 - 2A. Resolution accepting removing the reversion clause of ownership of described real property from Westark Area Council, Inc. Boy Scouts of America (*City Administrator*)
 - 2B. Resolution allowing lease of described real property from the Westark Area Council, Inc. Boy Scouts of America without triggering reverter clause (*City Administrator*)
 - 2C. Resolution approving agreement with Natural State Council of the Boy Scouts of America, Inc. regarding release of reverter clause on the property located at 1401 Old Greenwood Road (*City Administrator*)
3. Ordinance amending Section 6-153 of the Fort Smith Municipal Code (*Building Services*)
4. Resolution accepting and filing the external auditor's report on the City's Financial Statements, Uniform Guidance Audit, and report on the City's compliance with certain State Acts for the year ended December 31, 2025 (*Finance*)
5. Resolution authorizing partial payment to InLiner Solutions, LLC for the construction of the 2016 SSA Remedial Measures, Sub-Basin P005, Project No. 17-09-C1 (\$1,374,357.97 / *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*) (*Engineering*) ♦ ●
6. Consent Agenda
 - 6A. Resolution accepting award of funding assistance through the Outdoor Recreation Legacy Partnerships Program for May Branch Railroad Trail - Phase I (*City Administrator*) ♦
 - 6B. Resolution authorizing the Mayor to execute Amendment No. 1 with Hawkins-Weir Engineers, Inc. to provide professional engineering services for the Spradling Avenue Extension, Phase 2, Project No. 23-00-A (\$83,230.00 / *Budgeted / Engineering-Streets - Sales Tax Program*) (*Engineering*) ♦
 - 6C. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Goodwin & Goodwin, Inc. for construction of the Solid Waste Services Administration Building addition (\$934,518.00 / *Budgeted / Solid Waste Services - Solid Waste Services Sinking Fund*) (*Solid Waste Services*)

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

- Review City Administrator candidate applications
- Appointments:
 - Community Development Advisory Committee (4)
 - Electric Code Board of Appeal (1)
 - Fort Smith Municipal Employees Benevolent Fund Board of Advisors (1)
 - Historic District Commission (2)
 - Housing Assistance Board (1)
 - Port Authority (1)
 - Transit Advisory Commission (1)

ADJOURN



MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: July 16, 2026
SUBJECT: Amendment to Citizens Forum, incorporating Public Comment period into study session agendas

SUMMARY

At the April 21 regular meeting, the Board adopted Ordinance No. 22-26 directing that a citizen comment period be included prior to the items of business at every regular Board of Directors business meeting and affording citizens five minutes to speak on any topic they wish that is related to city business or operations.

At the July 14 study session, the Board requested that an ordinance changing the citizen comment period to every Board of Directors Study Session agenda instead of regular business meeting agendas as a means for the business item agenda at regular meetings to start on time.

As such, attached is a proposed ordinance that repeals and replaces the language in Section 2-44(b) of the Municipal Code with language that provides for citizens' comments related to city business or operations prior to consideration of agenda items at each regular study session meeting. Further, the ordinance maintains that citizens will have up to five minutes each for their comments during this period. The ordinance contains an emergency clause and will go into effect immediately upon adoption.

Please contact me with questions related to this agenda item.

ATTACHMENTS

1. [20260721 Ordinance - Amend Citizens Forum to Study Session.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING SECTION 2-44(b)
OF THE FORT SMITH MUNICIPAL CODE**

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

Section 1: Section 2-44(b) of the Fort Smith Municipal Code is hereby repealed in its entirety and replaced with the following language:

Prior to consideration of agenda items at each regular study session, there shall be an item on the agenda which shall permit citizens to address the board of directors on any topic of their choosing related to city business or operations. Each citizen shall have up to five (5) minutes to present his or her matters, which matters shall be limited to those involving city government. If a matter presented by a citizen requires consideration of possible action by the board of directors or the city administrator, the matter shall be handled in accordance with subsection 2-44(a).

Section 2: This ordinance shall become effective immediately upon adoption.

PASSED AND APPROVED THIS _____ DAY OF _____, 2026.

APPROVED:

ATTEST:

Mayor

City Clerk

Approved as to form:



Publish One Time



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Maggie Rice, Deputy City Administrator
DATE: July 1, 2026
SUBJECT: Boy Scouts of America – Reversionary Clause – 1401 Old Greenwood Road

SUMMARY

The Natural State Council, Boy Scouts of America, Inc. owns the property at 1401 Old Greenwood Road. The vacant land was conveyed to the Westark Area Council, Boy Scouts of America in 1962 by the Fort Smith Board of Commissioners. This deed included a reversionary clause requiring the land to revert to the city should it cease to be used for scouting purposes. The Council raised the funds and constructed the building. Over time, the need for scouting offices has declined and the Fort Smith office is no longer needed in its current configuration.

Mr. Jack Butts, attorney for the Natural State Council, has requested the reversionary clause be clarified or removed in its entirety. Included in the Board packet are three resolutions: Item A removes the reversionary clause releasing the city's interest; Item B allows the Council to lease the entirety of the building for a non-scouting purpose; and Item C removes the reversionary clause subject to the enclosed agreement with the following inclusions: (1) that the city receive first right of refusal should the property ever be listed for sale and should the Governing Body choose to purchase the property the price should be less the current market value of the land; (2) the Natural State Council reimburse the current market value of the land should the property be sold to a buyer other than the city. A fourth option is to take no action leaving the reversionary clause in place.

This property was rezoned in January 2026 to Transitional allowing for office related land uses. Additionally, it shares a parking lot with Girls, Inc (which is a city-owned structure) and is within a large recreational corridor spanning from Rogers Avenue to Country Club Avenue.

If you have any questions regarding this matter, please contact me.

ATTACHMENTS

1. [20260708_Boy_Scout_Remove_Reverter.pdf](#)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING REMOVING THE REVERSION CLAUSE OF OWNERSHIP
OF DESCRIBED REAL PROPERTY FROM THE WESTARK AREA COUNCIL, INC. BOY
SCOUTS OF AMERICA

WHEREAS, that certain deed from the City of Fort Smith, Arkansas to Westark Area Council, Inc. Boy Scouts of America, dated and signed October 2, 1962, and filed of record in the Sebastian County Circuit Clerk's office on October 5, 1962, at Deed Book 197, page 122 (herein the "Deed"), contains a reverter clause stating ". . . that should said lands cease to be used for Scouting purposes same shall revert back to the city of Fort Smith Arkansas;" and,

WHEREAS, the Westark Area Council has merged and become, with other Arkansas Scout Councils, the Natural State Council of the Boy Scouts of America, Inc., which as successor is now owner of the described property within the Deed ("Subject Property");

WHEREAS, the purpose and benefit of that reverter has been accomplished through more than 70 years of compliance therewith, and releasing said reverter will provide the scouting program with needed flexibility and effectiveness in its future ownership and use of the Subject Property for Scouting purposes; and,

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

It is herewith resolved that all of the conditions and rights of reverter in the Deed are herewith absolutely and forever released and rendered void and no effect and shall not bind nor limit the fee title thereto.

This Resolution adopted this ____ day of _____, 2026.

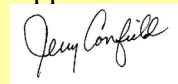
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

NPR

RESOLUTION NO. _____

A RESOLUTION ALLOWING LEASE OF DESCRIBED REAL PROPERTY FROM THE
WESTARK AREA COUNCIL, INC. BOY SCOUTS OF AMERICA WITHOUT
TRIGGERING REVERTER CLAUSE

WHEREAS, that certain deed from the City of Fort Smith, Arkansas to Westark Area Council, Inc. Boy Scouts of America, dated and signed October 2, 1962, and filed of record in the Sebastian County Circuit Clerk's office on October 5, 1962, at Deed Book 197, page 122 (herein the "Deed"), contains a reverter clause stating ". . . that should said lands cease to be used for Scouting purposes same shall revert back to the city of Fort Smith Arkansas;" and,

WHEREAS, the Westark Area Council has merged and become, with other Arkansas Scout Councils, the Natural State Council of the Boy Scouts of America, Inc., which as successor is now owner of the described property within the Deed ("Subject Property");

WHEREAS, ambiguity has arisen as to whether the leasing of the Subject Property to third party tenants for purposes other than scouting, while the rental proceeds therefrom would nevertheless be continuously used support scouting, would violate the reverter conditions.

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

The leasing of the Subject Property by Natural State Council of the Boy Scouts of America, Inc., to third parties for use within the zoned limitations, and using the rental therefrom continuously to support and accomplish scouting purposes, shall not offend, violate, nor trigger said reverter clause.

This Resolution adopted this ____ day of _____, 2026.

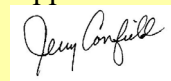
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

NPR

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT WITH NATURAL STATE COUNCIL OF THE
BOY SCOUTS OF AMERICA, INC. REGARDING RELEASE OF REVERTER CLAUSE ON
PROPERTY LOCATED AT 1401 OLD GREENWOOD ROAD

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

Section 1: The Agreement by and between the City of Fort Smith, Arkansas and Natural
State Council of the Boy Scouts of America, Inc., incorporated herein by reference and regarding
the City's release of the reverter clause within the deed described therein, is hereby approved.

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

This Resolution adopted this _____ day of July, 2026.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

AGREEMENT

This Agreement is made and entered into _____ day of July, 2026, by and between the City of Fort Smith, Arkansas (the “City”) and Natural State Council of the Boy Scouts of America, Inc. (the “Scouts”). The City and the Scouts may be referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, by deed from the City of Fort Smith, Arkansas to Westark Area Council, Inc. Boy Scouts of America, dated and signed October 2, 1962, and filed of record in the Sebastian County Circuit Clerk’s office on October 5, 1962, at Deed Book 197, page 122 (herein the “Deed”) the City conveyed the following real property:

Beginning at a point 40 feet East and 387 feet South of the Northwest (NW) corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), Section twenty-two (22), Township eight (8) North, Range thirty-two (32) West, thence South 200 feet, thence East 170.8 feet to the Missouri Pacific Railroad Company right-of-way, thence in a Northwesterly direction along the Missouri Pacific right-of-way to a point due East of point of beginning, thence West 135.5 feet to the point of beginning (the “Subject Property”);

WHEREAS, the Deed contains a reverter clause stating “. . . that should said lands cease to be used for Scouting purposes same shall revert back to the city of Fort Smith Arkansas;” and,

WHEREAS, the Westark Area Council has merged and become, with other Arkansas Scout Councils, the Natural State Council of the Boy Scouts of America, Inc. which as successor is now owner of the Subject Property; and,

WHEREAS, the purpose and benefit of that reverter has been accomplished through more than 70 years of compliance therewith, and releasing said reverter, pursuant to the terms set forth below, will provide the scouting program with needed flexibility and effectiveness in its future ownership and use of the Subject Property for scouting purposes; and,

WHEREAS, the Parties desire to set forth their agreement relative to the City’s release of the reverter within the Deed.

NOW THEREFORE, in exchange of the mutual terms and conditions set forth herein, which are acknowledged by the Parties to be sufficient to support the obligations set forth herein, the Parties agree as follows:

1. All of the conditions and rights of reverter in the Deed are herewith absolutely and forever released and rendered void and no effect and shall not bind nor limit the fee title thereto.
2. In the event the Scouts desire to sell the Subject Property, the Scouts agree to provide the City with a right of first offer (“Right”) before listing or offering the Subject Property to another for purchase. Upon written notice from the Scouts of its intent to sell the Subject

Property, the City shall have sixty (60) days to exercise its Right, which shall be made in writing to the Scouts. If the City exercise its Right, the sales price for the Subject Property to be paid by the City shall be the fair market value of the Subject Property, as determined by an Arkansas licensed appraiser, less the site value of the raw land of the Subject Property, without permits, grading, site work, infrastructure, landscaping or any other improvements. It is the Parties' intent that should the City exercise its Right, the purchase price to be paid by the City would not include the mere site value of the raw land (i.e., Subject Property less improvements).

If the City does not exercise its Right, the Scouts agree to pay to the City, at the time of the closing of the Subject Property to another purchaser, the fair market value of the site value of the raw land of the Subject Property, without permits, grading, site work, infrastructure, landscaping or any other improvements as determined by an Arkansas licensed appraiser.

The appraiser shall be agreed and paid equally by the parties, provided if the Parties cannot agree on an appraiser, each shall choose and pay their own Certified Appraiser and the average of values of those two shall control the price paid.

3. Any notice required or permitted to be given pursuant to this Agreement shall be provided to the other property at the addresses indicated:

City of Fort Smith
Office of City Administrator
P. O. Box 1908
Fort Smith, AR 72902

Natural State Council of the Boy Scouts of America, Inc.
3220 Cantrell Road
Little Rock, AR 72202

4. This Agreement and each and every provision herein are for the exclusive benefit of the City and the Scouts 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original. Such counterparts, when taken together, shall constitute but one Agreement.

10. Each Party cooperated in the drafting and preparation of this Agreement. In any construction of this Agreement, the same shall not be construed either for or against any Party.

THIS AGREEMENT EXECUTED as of the date first set forth above on behalf of the City of Fort Smith, Arkansas by the Mayor thereof and on behalf of Natural State Council of the Boy Scouts of America, Inc. by its _____.

CITY OF FORT SMITH, ARKANSAS

By: _____
Mayor

ATTESTED:

City Clerk

NATURAL STATE COUNCIL OF THE
BOY SCOUTS OF AMERICA, INC..

By: _____

Title: _____



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Jesse Bennett, Director of Building Services
DATE: July 9, 2026
SUBJECT: Amend Fort Smith Municipal Code regarding use of aluminum wiring

SUMMARY

The Building Safety Department has recently developed recommendations to amend the Fort Smith Municipal Code Section 6-153 Wiring Methods. The proposed amendment removes the minimum size of aluminum conductor inside a building from 4/0AWG wire to 1/0 AWG wire where permitted by the National and Arkansas Electrical Codes.

CURRENT: (6) The minimum size of aluminum conductor inside a building shall be 4/0 AWG wire.
PROPOSED: (6) The minimum size of aluminum conductor inside a building shall be 1/0 AWG wire.

Justification and Purpose: Why is this amendment necessary?

Aluminum conductor 4/0 AWG wire Service Entrance Cables are used in 4/0-4/0-4/0-2/0 SER configurations to bring utility power to a main 200-amp residential or commercial panel but Standard 100-amp panels which are most commonly used for housing cannot safely accept 4/0 AWG wire directly into their breaker lugs since it is too large. It will not fit and making modifications to force a fit, is hazardous. The NEC allows smaller aluminum wire sizes to be utilized in these applications, but since the City ordinance limits the size, the only other option is to use a copper wire equivalent which has become prohibitively expensive.

Public Benefit: How will this change/ benefit the City of Fort Smith and its residents?

- Provide for basic minimum provisions considered necessary to protect health, safety and general welfare of the citizens of The City of Fort Smith.
- Help to maintain superior affordability of local housing in Fort Smith as an excellent market for first-time homebuyers and renters, the elderly and those on fixed incomes.
- Support a reliable local workforce and attract new workers for the River Valley's growing job market who are seeking a lower cost of living during this severe nationwide housing affordability crisis.

ATTACHMENTS

1. [ORDINANCE_Aluminum.wpd.pdf](#)

ORDINANCE NO: _____

AN ORDINANCE AMENDING SECTION 6-153
OF THE FORT SMITH MUNICIPAL CODE

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

SECTION 1: Section 6-153(6) of the Fort Smith Municipal Code is amended to read as follows:

(6) The minimum size of aluminum conductor inside a building shall be 1/0
awg wire.

Section 2: The codifier shall codify the amendment made by this Ordinance in the identified
subsection of Section 6-153 of the Fort Smith Municipal Code.

Section 3: Emergency Clause. It is determined that the effective of the amended regulations
on July 22, 2026 is needed to better provide for the health, safety and welfare of
the inhabitants of the City. Therefor, an emergency is declared and this Ordinance
shall be in full force and effective as of July 22, 2026.

PASSED AND APPROVED THIS _____ DAY OF _____, 2026

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPROVED AS TO FORM:



CITY ATTORNEY
PUBLISH 1 TIME



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Andrew Richards, Chief Financial Officer
DATE: July 14, 2025
SUBJECT: Resolution to Accept the Final 2025 Annual Audit Report

SUMMARY

The proposed resolution for the Board to accept the 2025 Annual Comprehensive Financial Report (ACFR). The Audit Advisory Committee met July 9, 2026, to review the draft of the report and discuss the audit with the City's external audit firm. The audit firm is currently finalizing its engagement quality review of the audit. A final version will be distributed to the Board once available.

One of the reporting requirements which the ACFR fulfills is the City's annual financial disclosure requirements due June 30, 2026 via electronic submission through the Municipal Securities Rulemaking Boards' EMMA website. A draft of the 2025 ACFR was submitted on June 28, 2026 in order to comply with the annual financial disclosure requirements. The final ACFR will be submitted to the EMMA website and to other required agencies once the Board of Directors accepts the final 2025 audit.

Deana Infield, Audit & Advisory Committee Chairman, will present the results of the 2025 Audit to the Board of Directors at the meeting.

Please call with any questions.

ATTACHMENTS

1. [7-21-2026_Item_ID_2906_Finance_Resolution.pdf](#)

RESOLUTION ACCEPTING AND FILING THE EXTERNAL AUDITOR'S REPORT ON THE
CITY'S FINANCIAL STATEMENTS, UNIFORM GUIDANCE AUDIT, AND REPORT ON
THE CITY'S COMPLIANCE WITH CERTAIN STATE ACTS FOR THE YEAR ENDED
DECEMBER 31, 2025

WHEREAS, the City of Fort Smith, Arkansas ("City") is a public corporation created in 1842, operating since 1967 under the City Administrator Form of Municipal Government, as authorized in Title 14, Chapter 48 of the Arkansas Code of 1987 Annotated; and

WHEREAS, § 14-48-123 of the Arkansas Code of 1987 Annotated, states, "The board of directors shall have the financial affairs of the city audited annually by the Division of Legislative Audit of the State of Arkansas or by an independent certified public accountant who is not otherwise in the service of the city"; and

WHEREAS, the City's External Auditor, Forvis Mazars, is finalizing the audit and is prepared to issue its Audit Report on the City's Financial Statements for the year ended December 31, 2025 ("Audit Report"), its report on the City's compliance with requirements for each of the City's major federal programs ("Uniform Guidance Audit"), and its report on the City's compliance with certain state acts for the year ended December 31, 2025 ("State Compliance Report"); and

WHEREAS, on July 9, 2026, the Audit Advisory Committee ("Committee") met, reviewed, accepted, and recommended that the Board accept and file the External Auditor's Audit Report either in draft or final; and

WHEREAS, staff recommends the Board accept and file the External Auditor's Audit Report, the Uniform Guidance Audit, and the State Compliance Report.

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

That the Board of Directors of the City of Fort Smith, Arkansas, hereby accepts and approves the filing of the External Auditor's Audit Report, the Uniform Guidance Audit, and the State Compliance Report, copies of which are on file with the Office of the City Clerk.

THIS RESOLUTION ADOPTED THIS ____ DAY OF JULY 2026.

APPROVED:

Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:



City Attorney



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: July 13, 2026
SUBJECT: Partial Payment No.3 to InLiner Solutions, LLC for the 2016 SSA Remedial Measures-Sub-Basin P005, Project No. 17-09-C1

SUMMARY

This Consent Decree project consists of the remediation or replacement of approximately 12,782 linear feet of sanitary sewer mains 8-inches and 10-inches in diameter by open cut, pipe burst, or Cured-In-Place (CIPP) liner methods, and the remediation or replacement of approximately 64 manholes. An exhibit showing the location of the project is attached.

The Board of Directors approved the bid of InLiner Solutions, LLC, in the amount of \$5,316,733.00 on November 4, 2025, (R-179-25). A Project Information sheet and Project Summary are attached for your review.

A Resolution authorizing the approval of Pay Application No. 3 as a partial payment to InLiner Solutions, LLC, in the amount of \$1,374,357.97 is attached. Funding for this project is available from the 2025 Sales and Use Tax Bonds.

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

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

ATTACHMENTS

1. [7-21-26_Item_ID_2899_Resolution_Engineering-Utilities.pdf](#)
2. [7-21-2026 Item ID 2899 Attachment Engineering-Utilities.pdf](#)

FISCAL IMPACT: \$1,374,357.97
BUDGET INFORMATION: Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PARTIAL PAYMENT TO INLINER SOLUTIONS,LLC
FOR THE CONSTRUCTION OF THE 2016 SSA REMEDIAL MEASURES,
SUB-BASIN P005, PROJECT NO. 17-09-C1

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

Payment in the amount of \$1,374,357.97 for Periodic Pay Estimate Three to InLiner Solutions LLC is hereby approved for the construction of the 2016 SSA Remedial Measures, Sub-Basin MC06, Project No.17-09-C1.

This Resolution adopted this _____ day of _____, 2026.

APPROVED:

Mayor

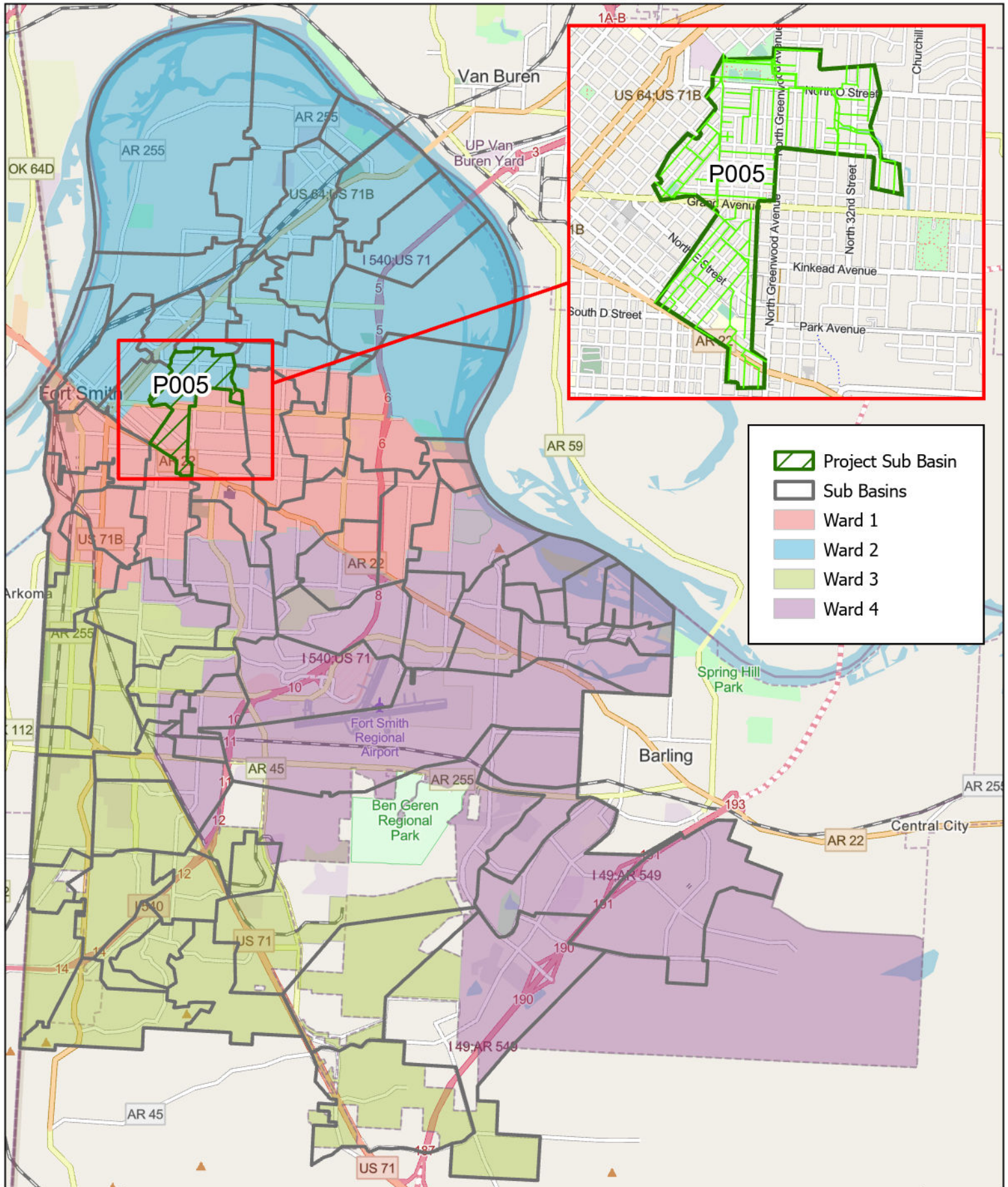
ATTEST:

City Clerk

Approved as to form:



npr



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

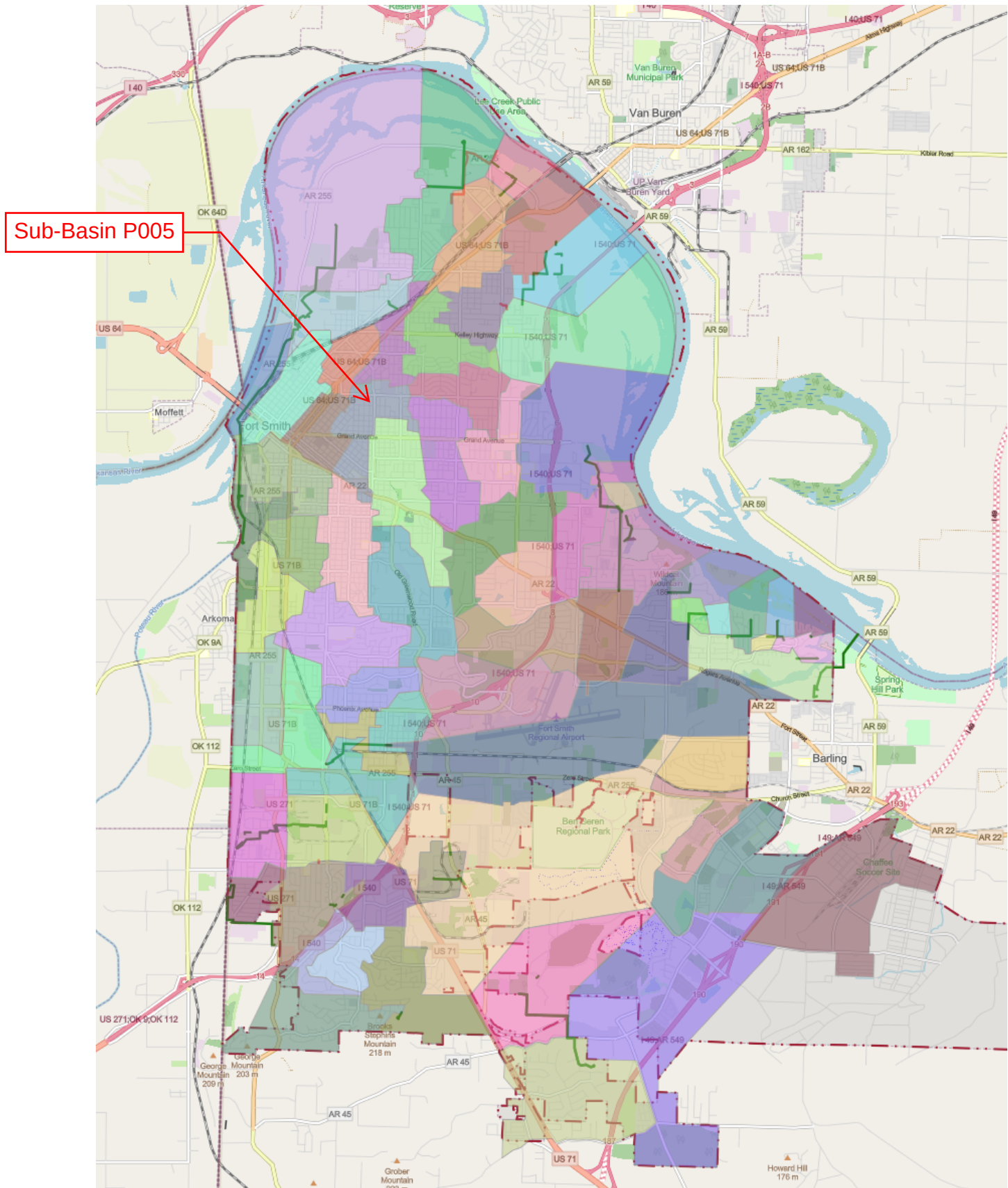


Sub-Basin
P005

24-14 - Basin 12 SSA Remedial Measures - Sub-Basin P005



Project Location Map



Project Summary

Project Name:

2016 SSA Remedial Measures - Sub-Basin
P005

Project Status:

In Progress

Project Number:

17-09-C1

Today's Date:

July 15, 2026

Project Engineer:

Richard Hamrick

Staff Contact Name:

Todd Mittge

Project Contractor:

InLiner Solutions, LLC

Staff Contact Phone:

479-784-2247

Notice to Proceed Issued:

March 02, 2026

Contract Breakdown		
	Dollar Amount	Contract Time (Days)
Original Contract Amount:	\$5,316,733.00	305
Change Order(#1):		
Change Order(#2):		
Total Change Orders:	\$0.00	0
Adjusted Contract:	\$5,316,733.00	305

Contract Payment Breakdown		
	Dollar Amount	
Adujusted Contract Amount	\$5,316,733.00	
Previous Payments	\$1,557,651.62	
Final Payment Amount:	\$0.00	
Contract Balance Remaining	\$3,759,081.38	70.70%

Final Payment Breakdown	
Total Work Installed This Payment	\$1,446,692.60
Retainage Withheld This Payment	-\$72,334.63
Liquidated Damages	\$0.00
Progress Payment Amount	\$1,374,357.97

Final Comments:

Progress payment due for work completed June 01-30, 2026.

**2016 SSA Remedial Measures - Sub-Basin P005
Project No. 17-09-C1**

Information Sheet

- Project Cost & Schedule:
 - Construction Contract Amount: \$5,316,733.00
 - Spend To Date: \$1,557,651.62
 - Amount of Pay App 03: \$1,374,357.97 (Requires Board of Directors Approval)
 - Notice To Proceed: March 02, 2026
 - Estimated Final Completion Date: January 04, 2027

- Scope of Work:
 - This Consent Decree project consists of the remediation or replacement of approximately 12,782 linear feet of sanitary sewer mains 8-inches and 10-inches in diameter by open cut, pipe burst, or Cured-In-Place (CIPP) liner methods, and the remediation or replacement of approximately 64.

- Project Information:
 - Design Engineer – Halff Associates, Inc.
 - Construction Contractor – InLiner Solutions, LLC
 - Inspection Services – Halff Associates, Inc. (\$452,830.00)



Installing New Manhole



Installing Cured-In-Place Pipe (CIPP) Liner



Alley Restoration Following Pipe Bursting



Lateral Service Line Installation



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator; Dr. Sara Deuster, Director of Parks and Recreation

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: July 14, 2026

SUBJECT: Acceptance of Outdoor Recreation Legacy Partnerships Program Funds

SUMMARY

On July 24, 2018, the Board of Directors approved Resolution No. R-112-18 expressing the City's willingness to make application to the [Outdoor Recreation Legacy Partnerships](#) (ORLP) program through the U.S. Department of Interior for the May Branch Railroad Trail - Phase I (now referred to as Maybranch Greenway). This project consists of an approximate 1.7 mile, 10ft-wide concrete multi-purpose greenway that connects the Greg Smith River Trail to Martin Luther King, Jr. Park.

The National Parks Service (NPS) announced the awarded projects of the 2018 ORLP program funding cycle on December 27, 2019. May Branch Railroad Trail - Phase I was awarded funding in the amount of \$750,000.00.

The Arkansas Department of Parks, Heritage, and Tourism (ADPHT), the State Lead Agency for the ORLP program, provided a grant agreement to the City on July 14, 2026. To account for the significant delay in getting this agreement, the award amount was amended to \$2,440,937.55. The ORLP program is a dollar-for-dollar match, meaning acceptance of these funds requires a local match of \$2,440,937.55. The required matching funds will come from the Parks and Recreation 1/8% Sales and Use Tax.

The attached resolution authorizes the Mayor to execute an agreement with ADPHT to accept \$2,440,937.55 in funding assistance for May Branch Railroad Trail - Phase I at a dollar-for-dollar cost-share. Acceptance of the awarded program funds will allow the City to begin seeking reimbursement for eligible costs incurred to date and future eligible costs as they are expensed.

Please contact me should you have any questions.

ATTACHMENTS

1. [7-21-26_Item_ID_2902_Resolution.pdf](#)
2. [7-21-26_Item_ID_2902 ADPHT Contract Agreement.pdf](#)
3. [7-21-26_Item ID 2902 Trail Route.pdf](#)

<i>GRANT AMOUNT:</i>	<i>\$2,440,937.55</i>
<i>GRANT NAME:</i>	<i>Outdoor Recreation Legacy Partnerships Program</i>
<i>GRANT AGENCY:</i>	<i>U.S. Department of the Interior</i>

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AWARD OF FUNDING ASSISTANCE THROUGH THE
OUTDOOR RECREATION LEGACY PARTNERSHIPS PROGRAM FOR MAY BRANCH
RAILROAD TRAIL – PHASE I

WHEREAS, the City of Fort Smith Board of Directors passed Resolution No. R-112-18 expressing the willingness of the City to make application to the Outdoor Recreation Legacy Partnerships Program with the U.S. Department of the Interior for May Branch Railroad Trail Phase I; and

WHEREAS, the Outdoor Recreation Legacy Partnerships Program is funded by the Land and Water Conservation Fund; and

WHEREAS, Outdoor Recreation Legacy Partnerships Program Funds are available at a dollar-for-dollar non-federal match; and

WHEREAS, the National Parks Service announced the awarded recipients of the 2018 Outdoor Recreation Legacy Partnerships Program funding cycle on December 27, 2019; and

WHEREAS, the May Branch Railroad Trail – Phase I project was awarded funding in the amount of \$750,000.00; and

WHEREAS, due to substantial delays to receive a grant agreement for execution, the federal funding award was increased to an amount of \$2,440,937.55; and

WHEREAS, acceptance of this award requires a Local Match in the amount of \$2,440,937.55; and

WHEREAS, the Local Match will be provided through the Parks and Recreation 1/8% Sales and Use Tax Program; and

WHEREAS, the Arkansas Department of Parks, Heritage, and Tourism is the State Lead Agency (Pass-Through Entity) for the Outdoor Recreation Legacy Partnerships Program; and

WHEREAS, to accept Outdoor Recreation Legacy Partnerships Program Funds for the May Branch Trail Railroad – Phase I project, the City of Fort Smith must execute an agreement with the Arkansas Department of Parks, Heritage, and Tourism; and

WHEREAS, the May Branch Railroad Trail is now commonly referred to as Maybranch Greenway; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained as such for the life of the project.

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

The Mayor, his signature being attested by the City Clerk, is hereby authorized and directed to execute the Contract Agreement with the Arkansas Department of Parks, Heritage, and Tourism, incorporated herein by reference, to initiate action to implement the May Branch Railroad Trail – Phase I project.

This Resolution adopted this _____ day of July, 2026.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

**CONTRACT AGREEMENT
STATE OF ARKANSAS
DEPARTMENT OF PARKS, HERITAGE, AND TOURISM**

Applicant: City of Fort Smith

Project No. 05-00836/P24AP00043-00

Project Title: May Branch Railroad Trail – Phase 1

Period covered by this agreement: February 1, 2024 – January 31, 2029

Project Scope (Description of Project):

With Land and Water Conservation Fund (LWCF) assistance through the Outdoor Recreation Legacy Partnerships (ORLP) Grants Program, and in partnership with the Arkansas Department of Parks, Heritage and Tourism, the city of Fort Smith seeks to develop a pedestrian trail, the May Branch Railroad Trail, connecting Martin Luther King Jr. Park to the greater levee trails system along the Arkansas River in Sebastian County.

Completion of this project will benefit the community and visitors of all ages and abilities, and particularly economically disadvantaged communities in the city of Fort Smith.

Project Costs

Grant Amount: \$2,440,937.55

Applicant Match: \$2,440,937.55

Total Cost: \$4,881,875.10

Attachments:

- 1. Budget Narrative**
- 2. Special Award Conditions**

Page 1 of 2

**CONTRACT AGREEMENT
STATE OF ARKANSAS
DEPARTMENT OF PARKS, HERITAGE, AND TOURISM**

Applicant: City of Fort Smith
Project Number: 05-00836/P24AP00043-00

STATEMENT OF AGREEMENT

Granting Agency: National Park Service CFDA #15-916

The State of Arkansas, represented by the State Liaison Officer (Arkansas Department of Parks, Heritage and Tourism) and the undersigned applicant named above (hereinafter referred to as "Applicant") mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto.

The State of Arkansas hereby promises, in consideration of the promises by the Applicant herein, to obligate to the Applicant the amount of money (see p.1), that which has been received by the State of Arkansas from the United States of America, and to tender to the Applicant that portion of the obligation which is required to pay the United States of America's share of the costs of the above project stage, based upon the above percentage of assistance, and also based upon receipt of those funds from the National Park Service. The Applicant hereby promises, in consideration of the promises made by the State of Arkansas herein, to execute the project or project stage described above in accordance with the terms of this agreement.

The Applicant may not deviate from the scope of the project without the concurrence of the State Liaison Officer. When one of the conditions in the agreement changes, such as change project scope, a revised estimate of costs, a deletion or addition of items, or a need to extend the project period, the participant will submit in writing a formal request to the State Liaison Officer for approval.

Recipient of this grant must comply with all applicable provisions set forth in the attached Land and Water Conservation Fund (LWCF) State Assistance Program Notice of Award and Grant Agreement including all attachments referenced in part XII of the Grant Agreement.

The Applicant agrees to comply with the requirements of the United States of America and the Arkansas Department of Parks, Heritage, and Tourism. The Applicant agrees to install a project sign at the earliest appropriate opportunity, to erect a permanent sign acknowledging Land and Water Conservation Fund assistance, and to bury all project-related and future overhead utility lines at all project sites described herein. The Applicant agrees to be responsible for operation and maintenance of project(s) and project site(s) described herein in perpetuity. The Applicant does hereby agree and accept the same responsibility and obligations as set out in this Agreement, and to the same extent and in the same manner, including all requirements, as does the State of Arkansas. The Applicant further understands, agrees, and accepts that until this project agreement has been duly executed by the United States of America and by the State of Arkansas and the Applicant is notified accordingly, that no work shall be initiated and/or undertaken by the Applicant on the project described herein.

In witness whereof, the parties have executed this agreement as of the date entered below.

THE STATE OF ARKANSAS

APPLICANT

By _____
(signature)

By _____
(signature)

Terrance Youngblood, Director
Outdoor Recreation Grants Program /
Alternate State Liaison Officer
Arkansas Dept. of Parks, Heritage, & Tourism

The Honorable George McGill, Mayor
City of Fort Smith

Date: _____

Date: _____

Budget Narrative

Recipient	Arkansas Department of Parks, Heritage & Tourism				
Subrecipient	City of Fort Smith				
Indirect Cost Rate:	N/A				
Project Name:	Fort Smith May Branch Railroad Trail Phase 1 (ORLP)				
Project Number:	05-00836.2				
FAIN:	P24AP00043		THIS ACTION:		
Item	Initial Award	Amendment 2	New Award Total	Difference	
1	Architectural & Engineering Fees	\$ 122,727.00	\$ 612,308.00	\$ 735,035.00	\$ 612,308.00
2	Construction	\$ 1,673,864.00	\$ 2,472,976.10	\$ 4,146,840.10	\$ 2,472,976.10
Subtotal	\$ 1,796,591.00	\$ 3,085,284.10	\$ 4,881,875.10	\$ 3,085,284.10	
Indirect Cost	\$ -	\$ -	\$ -	\$ -	
Total	\$ 1,796,591.00	\$ 3,085,284.10	\$ 4,881,875.10	\$ 3,085,284.10	
	Federal share of project costs	\$ 712,500.00	\$ 1,728,437.55	\$ 2,440,937.55	\$ 1,728,437.55
	Federal share of indirect costs	\$ -	\$ -	\$ -	\$ -
	Total Federal Share	\$ 712,500.00	\$ 1,728,437.55	\$ 2,440,937.55	\$ 1,728,437.55
	% Federal Share	39.658442016018100%	56.021990000856000%	50.00%	
	State share of indirect costs	\$ -	\$ -	\$ -	\$ -
	Sponsor share of project costs	\$ 1,084,091.00	\$ 1,356,846.55	\$ 2,440,937.55	\$ 1,356,846.55
		\$ 1,084,091.00	\$ 1,356,846.55	\$ 2,440,937.55	\$ 1,356,846.55
	% Match Share	60.34%	43.98%	50.00%	
	Increased Federal share of project costs THIS ACTION =		\$ 1,728,437.55		

SF424C Initial Award		
4. Architectural and engineering fees	\$	122,727.00
9. Construction	\$	1,673,864.00
Subtotal	\$	1,796,591.00
Total project costs	\$	1,796,591.00
Fed assistance requested	40%	\$ 712,500.00

SF424C Amendment 2		
4. Architectural and engineering fees	\$	612,308.00
9. Construction	\$	2,472,976.10
Subtotal	\$	3,085,284.10
Total project costs	\$	3,085,284.10
Fed assistance requested	56%	\$ 1,728,437.55

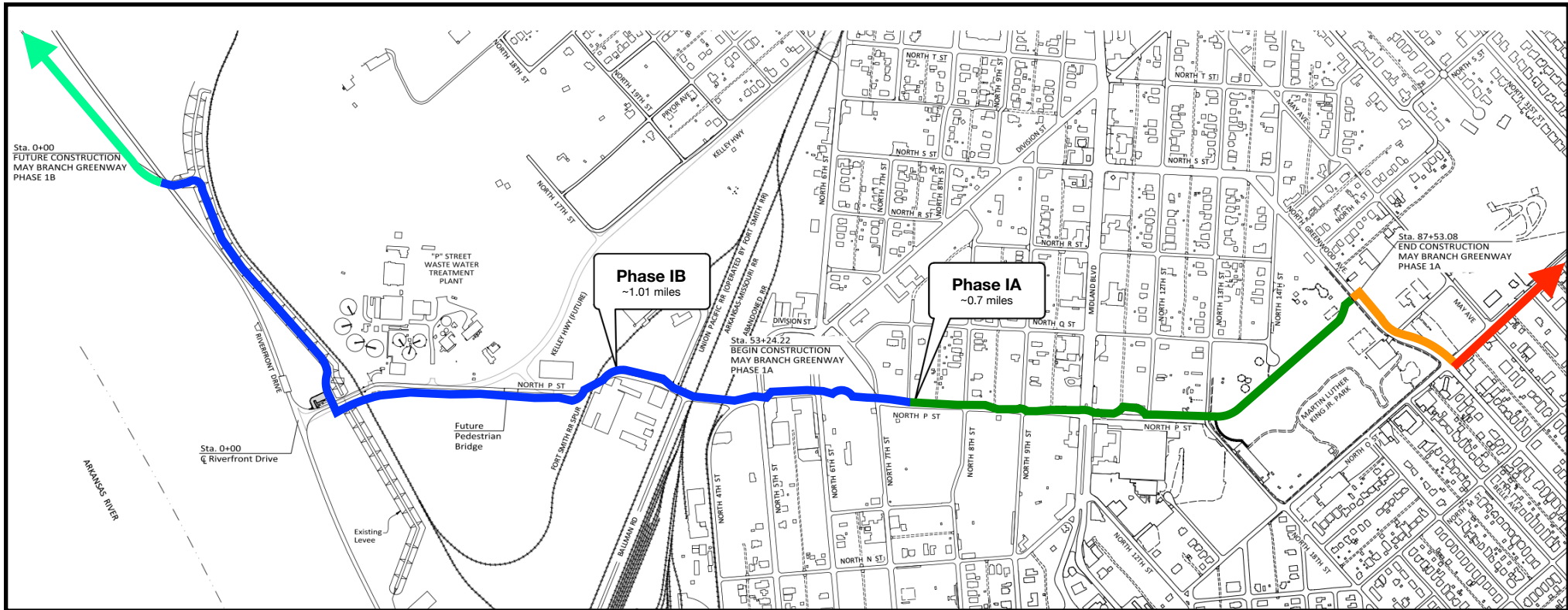
SF424C Grant Total (Initial + Amendment 2)		
4. Architectural and engineering fees	\$	735,035.00
9. Construction	\$	4,146,840.10
Subtotal	\$	4,881,875.10
Total project costs	\$	4,881,875.10
Fed Match Share	50%	\$ 2,440,937.55

Please note that this grant has Award Specific Conditions (ASC):

Award Specific Terms and Conditions

- A. The initial performance and federal financial reports shall specifically identify and report on activities performed, and costs incurred during the pre-award period before award issuance as identified in Article VII.
- B. Because this grant project was selected through an ORLP Program competition, scope and budget revisions may be limited as they could affect the basis on which the project was selected for funding. Changes must be consistent with ORLP Program requirements. Prior approval is required per Article XI.5.
- C. Because this trail crosses three separate parcels of private property not owned by the recipient or subrecipient, it is being approved with a Special Award Condition that the **Recipient will produce signed permanent recreation easements for each parcel prior to the first grant reimbursement.**
- D. Because of concerns raised during the Tribal Consultation Process, this grant project is being approved with a Special Award Condition that **an archeological monitor who meets the Secretary of the Interior's standards be present for all ground disturbing activities that will occur along the levee.**
- E. Because this grant is being approved without a finalized and signed boundary map and the exact acreage of the trail to be encumbered is unknown at the time of award, it is being approved with a Special Award Condition that the **Recipient will produce a finalized, mutually acceptable boundary map and DNF form prior to final reimbursement.**
- F. In accord with Article XI and Attachment A, the NPS reserves the right to terminate the grant in the event the Recipient breaches this special award condition or otherwise fails to perform under these Agreement requirements. If the project scope or budget changes in any way after approval as a result of the compliance process, revised final versions must be submitted to the NPS for approval once the condition placed on the agreement has been met.

Maybranch Greenway



- Greg Smith River Trail (Existing)
- Maybranch Greenway Phase IB (Final Design)
- Maybranch Greenway Phase II (Under Design)
- Maybranch Greenway Phase IA (Complete)
- Maybranch Greenway Phase II Spur (Complete)



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, P.E., Director of Engineering
DATE: July 16, 2026
SUBJECT: Spradling Avenue Extension, Phase 2, Project No. 23-00-A Engineering Services Agreement

SUMMARY

On November 7th, 2025, the Board of Directors approved an agreement with Hawkins-Weir Engineers, Inc. for the Spradling Avenue Extension, Phase 2 (R-201-23). This project extends Spradling Avenue east of its current terminus adjacent to John Bell Jr. Park. This second phase will extend the street approximately 2,000 feet to connect to the existing section of Spradling Avenue at North 23rd Street. This street extension will provide a direct connection to John Bell Jr. Park and all its amenities for the neighborhoods in this area. A location exhibit is attached.

Originally, the engineering services agreement included the preparation of the preliminary design documents for the project with final design services to be addressed in a future amendment. The proposed route will cross an area considered to be a wetland and will require environmental permitting from the Corps of Engineers. This amendment will enable the engineer to proceed with the environmental permitting process, develop right-of-way acquisition documents, and finalize construction plans and specifications for the Spradling Avenue Extension. A detailed scope of work is provided in Exhibit A of the engineering services agreement. Construction is anticipated to begin in 2027 following completion of the environmental permitting process.

The engineering services will be provided on a time and materials basis with a maximum not to exceed fee as identified in the attached resolution. Payment will be based on the actual hours worked in accordance with the agreement.

A Resolution authorizing the Mayor to execute Amendment 1 to the agreement with Hawkins-Weir Engineers, Inc. in the amount of \$83,230.00 is attached.

This project aligns with the goals of the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-4.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems) and TI-4.2 (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. [7-21-26_Item_ID__2901_Resolution_-_Amendment_Engineering.pdf](#)
2. [7-21-26 Item ID #2901 23-00-A Spradling Ext Ph 2 Area Engineering Exhibit.pdf](#)
3. [7-21-26_Item_ID__2901_23-00-A__Spradling_Ext_Ph_2_Amendment_1_Agreement_Engineering.pdf](#)

FISCAL IMPACT: \$83,230.00

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER
ONE WITH HAWKINS-WEIR ENGINEERS, INC. TO PROVIDE PROFESSIONAL
ENGINEERING SERVICES FOR THE SPRADLING AVENUE EXTENSION, PHASE 2,
PROJECT NO. 23-00-A

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

SECTION 1: Amendment Number One to the Agreement with Hawkins-Weir Engineers,
Inc. for Engineering Services for the Spradling Avenue Extension,
Phase 2, Project No. 23-00-A, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is
hereby authorized to execute Amendment Number One approved by Section 1 hereof in the
amount of \$83,230.00 adjusting the Agreement referenced in Section 1 to a total of \$191,290.00.

This Resolution adopted this _____ day of July 2026.

APPROVED:

ATTEST:

Mayor_____
City Clerk

APPROVED AS TO FORM:



npr



PROPERTY LOCATION MAP
SPRADLING AVE EXTENSION PHASE 2
FORT SMITH, ARKANSAS



Project:

Date: AUGUST 2023

Scale: NONE

Drawn By: RBR

AMENDMENT NUMBER ONE
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
HAWKINS-WEIR ENGINEERS, INC.

In accordance with the **AGREEMENT** for **PROFESSIONAL SERVICES** dated November 7, 2023, (hereinafter called **AGREEMENT**) between the City of Fort Smith, Arkansas (hereinafter called **OWNER**) and **HAWKINS-WEIR ENGINEERS, INC.** (hereinafter called **ENGINEER**) in connection with the **Spradling Avenue Extension, Phase 2 (Project Number 23-00-A)** (hereinafter called **PROJECT**), OWNER hereby authorizes ENGINEER to proceed with the following services:

SECTION 1 – SCOPE

Prepare Final Design Plans for the Spradling Avenue Phase 2 Extension.

Detailed services are included in the attached **Exhibit A, Amended Scope of Services**.

OWNER shall pay ENGINEER for services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER's Hourly Rates as shown on the attached **Exhibit C, Amended Engineer's Hourly Rates**, plus approved reimbursable expenses and ENGINEER's Consultant charges, if any. ENGINEER's charges for this Amendment shall be as provided as shown on the attached **Exhibit B, Amended Scope of Service Fee Proposal**.

SECTION 2 – COMPENSATION

OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of the AGREEMENT. Total compensation shall be increased with this Amendment by **EIGHTY-THREE THOUSAND TWO HUNDRED THIRTY AND 00/100 DOLLARS (\$83,230.00)**. The total compensation from the original AGREEMENT plus Amendment Number One described herein shall not exceed **ONE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED NINETY AND 00/100 DOLLARS (\$191,290.00)** without written approval of OWNER.

It is acknowledged that ENGINEER may choose to update their Hourly Rates on an annual basis. If ENGINEER proposes an update of the Hourly Rates in attached **Exhibit C, "Amended Engineer's Hourly Rates"**, or of the Consultant charges in attached **Exhibit B, "Amended Scope of Services Fee Proposal"**, ENGINEER will provide those updates prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in **SECTION 2 - COMPENSATION** shall not be exceeded without written approval of the Owner.

SECTION 3 - EXECUTION

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

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

(SEAL)

ATTEST:

City of Fort Smith, Arkansas

(Owner)

(City Clerk), Sherri Gard

By: _____
George McGill, Mayor

Date Signed: _____

(SEAL)

Hawkins-Weir Engineers, Inc.

(Engineer - Company Name)

(Corporate Secretary)

By: _____

(Witness)

Larry Yancey, P.E., Vice President
(Printed Name)

110 South 7th Street
(Mailing Address)

Van Buren, Arkansas 72956
(City) (State) (Zip)

Certificate No. 101 State of: Arkansas

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

END OF AUTHORIZATION



EXHIBIT A
AMENDED SCOPE OF SERVICES
FINAL DESIGN AND CONSTRUCTION PHASES
SPRADLING AVENUE EXTENSION – PHASE 2
PROJECT NO. 23-03-A
JUNE 2026



Further Description of Basic Engineering Services and Related Matters.

Scope

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

TASK A Supplemental Topographic Surveys

1. Perform supplemental topographical surveying to locate all existing structures, streets, driveways, storm drains, fences, trees, landscaping and other features within 25 feet of proposed improvements

TASK B Right-of-Way Surveys

1. Prepare land descriptions and exhibits for right-of-way permanent and temporary construction Easement Documents (based on an assumed maximum of 12 easements)
2. All surveys and related right-of-way work shall conform to the Arkansas Minimum Standards for Property Boundary Surveys and Plats, Revised May 21, 2009
3. Survey control shall be based upon the City of Fort Smith Coordinate System

TASK C Environmental Permitting Phase

1. Assist the Owner in requesting an Approved Jurisdictional Determination from the USACE for the effected wetland areas
2. Assist the Owner in preparation and submission of a Section 404 Nationwide Permit for Linear Transportation Projects
3. Assist the Owner in soliciting pricing for wetland mitigation credits

TASK D Final Design Phase

1. Prepare final design calculations, plans, profiles, details, cross sections, street crossings, traffic detours and other items
2. Prepare construction details which depict all typical items including, but not limited to, drainage inlets and junction boxes utilizing the City of Fort Smith format and standard detail drawings where applicable.



EXHIBIT A
AMENDED SCOPE OF SERVICES
FINAL DESIGN AND CONSTRUCTION PHASES
SPRADLING AVENUE EXTENSION – PHASE 2
PROJECT NO. 23-03-A
JUNE 2026



3. Prepare final stormwater and erosion control measures on plans. As needed, prepare stormwater pollution prevention plan in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4
4. Prepare final special provisions (Special Conditions) to the construction contract
5. Calculate construction quantities in accordance with the City of Fort Smith standard construction specifications and format and submit copy of calculations. Calculations should be itemized by plan sheet and show any assumptions or contingencies used
6. Provide construction bid proposal form. Provide a digital file containing the bid proposal form in accordance with City of Fort Smith format(s)
7. Prepare a recommendation of construction contract time
8. Prepare schedule of construction quality control testing
9. Prepare construction cost estimate
10. Prepare final Design Report to include complete calculations and data

TASK E Construction Phase

1. Establish survey line (with references) along existing drainageway or other reference line. Set temporary benchmarks at approximately 300 foot intervals, if necessary, at intervisible points between, with a minimum of 2 monuments per site

General

1. Engineer is prohibited from entering into an agreement with the Contractor for providing construction staking services in relation to this project.
2. All work designed as part of this contract shall comply with the following documents, including any revisions or errata: City of Fort Smith “Minimum Street Standards” (June 1985), City of Fort Smith “2011 Storm Drainage Standards” (October 2011), City of Fort Smith “Standard Specifications for Public Works Construction” (October 2018), and City of Fort Smith “Standard Drawings” (November 2012).
3. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One (1) set of reproducible plans will be provided along with plans on a computer disk in AutoCAD 2000 or earlier, format. Computer generated plans, and submitted disk, shall follow acceptable standards of drafting.



EXHIBIT A
AMENDED SCOPE OF SERVICES
FINAL DESIGN AND CONSTRUCTION PHASES
SPRADLING AVENUE EXTENSION – PHASE 2
PROJECT NO. 23-03-A
JUNE 2026



4. Record drawings will be provided by the Owner.
5. Attend meetings with Owner and Agencies for plan review project coordination, and right-of-way.
6. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER within the following specified times following written authorization to proceed with that phase of services.

<u>Phase</u>	<u>Calendar Days After Receipt of Notice</u>
Final Design Phase	180

7. The ENGINEER should anticipate a 30-calendar day review period by the City's staff between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
8. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one (1) construction contract with the exception of demolition of building structures which will be handled as a separate construction contract. Provision of any plans or specifications needed for the demolition contracts will be handled under the Additional Services provision of this contract.
9. OWNER will provide construction administration including obtaining bids for construction and resident inspection of the project(s).
10. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

Exclusions

1. Deed and easement research
2. Construction staking
3. As-Built survey of final improvements
4. No-Rise analysis



Exhibit B
Scope of Services Fee Proposal
Amended Final Design and Construction Phases
Spradling Avenue Extension, Phase 2
City of Fort Smith, Arkansas
Project No. 23-00-A
June 2026



TASK A - Supplemental Topographic Surveys

Spradling Avenue Extension, Phase 2 HWEI No. 23-00-A

Task Billing Rate (2026)	Engr VII \$275	Engr V \$225	Engr II \$150	CAD/GIS Tech III \$135	GPS Survey \$200	Document Processor \$75	Total Hours	Total Cost
1. Perform supplemental topographical surveying to locate all existing structures, streets, driveways, storm drains, fences, trees, landscaping and other features within 25 feet of proposed improvements		2			16		18	\$ 3,650
Total Hours	0	2	0	0	16	0	18	
Total Cost - Task A - Supplemental Topographic Surveys	\$0	\$450	\$0	\$0	\$3,200	\$0		\$ 3,650

TASK B - Right of Way Surveys

Spradling Avenue Extension, Phase 2 HWEI No. 23-00-A

Task Billing Rate (2026)	Engr VII \$275	Engr V \$225	Engr II \$150	CAD/GIS Tech III \$135	GPS Survey \$200	Document Processor \$75	Total Hours	Total Cost
1. Prepare land descriptions and exhibits for right of way permanent and temporary construction Easement Documents (based on an assumed maximum of 12 easements)		4	12	12		12	64	\$ 9,420
2. All surveys and related right-of-way work shall conform to the Arkansas Minimum Standards for Property Boundary Surveys and Plats, Revised May 21, 2009							2	\$ 350
3. Survey control shall be based upon the City of Fort Smith Coordinate System					2		4	\$ 750
Total Hours	0	4	12	12	2	12	70	
Total Cost - Task B - Right-of-Way Surveys	\$0	\$900	\$1,800	\$1,620	\$400	\$900		\$ 10,520

TASK C - Environmental Permitting Phase

Spradling Avenue Extension, Phase 2 HWEI No. 23-00-A

Task Billing Rate (2026)	Engr VII \$275	Engr V \$225	Engr II \$150	CAD/GIS Tech III \$135	GPS Survey \$200	Document Processor \$75	Total Hours	Total Cost
1. Assist the Owner in requesting an Approved Jurisdictional Determination from the USACE for the effected wetland areas		8	8	4		4	24	\$ 3,840
2. Assist the Owner in preparation of a Section 404 Nationwide Permit for Linear Transportation Projects	4	32	16	4		8	64	\$ 11,840
3. Assist the Owner in soliciting pricing for wetland mitigation credits	4	8	16			4	32	\$ 5,600
Total Hours	8	48	40	8	0	16	120	
Total Cost - Task C - Right-of-Way Surveys	\$2,200	\$10,800	\$6,000	\$1,080	\$0	\$1,200		\$21,280



Exhibit B
Scope of Services Fee Proposal
Amended Final Design and Construction Phases
Spradling Avenue Extension, Phase 2
City of Fort Smith, Arkansas
Project No. 23-00-A
June 2026



TASK D - Final Design Phase

Spradling Avenue Extension, Phase 2 HWEI No. 23-00-A

Task Billing Rate (2026)	Engr VII \$275	Engr V \$225	Engr II \$150	CAD/GIS Tech III \$135	GPS Survey \$200	Document Processor \$75	Total Hours	Total Cost
1. Prepare final design calculations, plans, profiles, details, cross sections, street crossings, traffic detours and other items	16	40	40	24			120	\$ 22,640
2. Prepare construction details which depict all typical items, including but not limited to, drainage inlets and junction boxes utilizing the City of Fort Smith format and standard detail drawings where applicable		4	8	4			16	\$ 2,640
3. Prepare final stormwater and erosion control measures on plans. As needed, prepare stormwater pollution prevention plan in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4			4			2	6	\$ 750
4. Prepare final special provisions (special conditions) to the construction contract		8	8			4	20	\$ 3,300
5. Calculate construction quantities in accordance with the City of Fort Smith standard construction specifications and format and submit copy of calculations. Calculations should be itemized by plan sheet and show any assumptions or contingencies used		4	8			2	14	\$ 2,250
6. Provide construction bid proposal form. Provide a digital file containing the bid proposal form in accordance with City of Fort Smith format(s)		2	2			2	6	\$ 900
7. Prepare a recommendation of construction contract time		2	2				4	\$ 750
8. Prepare schedule of construction quality control testing		2	4				6	\$ 1,050
9. Prepare construction cost estimate		2	4				6	\$ 1,050
10. Prepare final Eesign Report to include complete calculations and data	8	16	24			6	54	\$ 9,850
Total Hours	24	80	104	28	0	16	252	
Total Cost - Task D - Final Design Phase	\$6,600	\$18,000	\$15,600	\$3,780	\$0	\$1,200		\$ 45,180

TASK E - Construction Phase

Spradling Avenue Extension, Phase 2 HWEI No. 23-00-A

Task Billing Rate (2026)	Engr VII \$275	Engr V \$225	Engr II \$150	CAD/GIS Tech III \$135	GPS Survey \$200	Document Processor \$75	Total Hours	Total Cost
1. Establish survey line (with references) along existing drainageway or other reference line. Set temporary benchmarks at approximately 300-foot intervals, if necessary, at intervisible points between, with a minimum of 2 monuments per site					8		8	\$ 1,600
Total Hours	0	0	0	0	8	0	8	
Total Cost - Task E - Construction Phase	\$0	\$0	\$0	\$0	\$1,600	\$0		\$ 1,600



Exhibit B
Scope of Services Fee Proposal
Amended Final Design and Construction Phases
Spradling Avenue Extension, Phase 2
City of Fort Smith, Arkansas
Project No. 23-00-A
June 2026



F. Reimbursable Expenses

Spradling Avenue Extension, Phase 2 HWEI No. 23-00-A

Item	Description	Total
1. Fort Smith Blue Print	Reporduction Consts	\$ 1,000
Total Estimated Reimbursable Expenses		\$ 1,000

ENGINEERING SERVICES SUMMARY

Spradling Avenue Extension, Phase 2 HWEI No. 23-00-A

TASK A - Supplemental Topographic Surveys	\$ 3,650
TASK B - Right of Way Surveys	\$ 10,520
TASK C - Environmental Permitting Phase	\$ 21,280
TASK D - Final Design Phase	\$ 45,180
TASK E - Construction Phase	\$ 1,600
Reimbursale Ezpenses	\$ 1,000
Total Engineering Fee - Not to Exceed	\$ 83,230



Hawkins-Weir Engineers, Inc.
Amended Hourly Rate Schedule: 2026

Description	Billing Rate/Hour
Engineer VII	\$275
Engineer VI	\$250
Engineer V	\$225
Engineer IV	\$200
Engineer III	\$175
Engineer II	\$150
Engineer I	\$125
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer III	\$145
Designer II	\$135
Designer I	\$120
Civil Eng. Assistant II	\$100
Civil Eng. Assistant I	\$90
Digital Design Manager	\$150
BIM Modeler III	\$145
BIM Modeler II	\$135
BIM Modeler I	\$125
CAD/GIS Technician III	\$135
CAD/GIS Technician II	\$125
CAD/GIS Technician I	\$115
Construction Manager II	\$150
Construction Manager I	\$130
Construction Observer IV	\$140
Construction Observer III	\$120
Construction Observer II	\$110
Construction Observer I	\$100
Surveyor	\$175
GPS Survey	\$200
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Administrative	\$75
Reimbursable Expenses	
Mileage	\$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
FROM: Duane McDonald, Director of Solid Waste Services
DATE: July 16, 2026
SUBJECT: Contract for Construction of Administrative Building Addition

SUMMARY

An addition to the Solid Waste Administration Building was approved by the Board of Directors on December 2, 2025, as part of the Department's 10-Year Capital Improvement Plan, with a budget of \$1,000,000. Design of the addition has been completed, bids requested, and 4 competitive bids were received by the July 2 deadline:

Carrington Studio	\$1,086,450
Goodwin & Goodwin, Inc.	\$934,518
Milestone Construction Co.	\$957,057
Nabholz Corp.	\$976,523

The attached contract for \$934,518 has been prepared for the qualified low bidder, Goodwin & Goodwin Contractors of Fort Smith. This important project will allow us to consolidate workspace for divisional management staff who are currently spread across 4 buildings with a few in spaces intended for other purposes. It will improve communication, allow us to properly organize and store landfill plans and records, and increase reliability of critical service functions.

The planned addition of 1,500 square feet includes 6 offices, a restroom, document storage, a row of parking, and an emergency generator for the purpose of keeping the site's data network and phones operational during power outages. Three old HVAC units in the existing building will be replaced and an existing office split into two. Fixtures and finishes will match the existing building. Work is expected to be completed within 330 days.

Funding for this project will be provided by the Solid Waste Sinking Fund, set aside from landfill and solid waste service revenues for capital needs such as this.

Staff recommends approval of this contract. Please contact me if you have any questions or require further information.

ATTACHMENTS

1. [07-21-2026_Item_ID_2885_Solid_Waste_Services.pdf](#)
2. [7-21-2026 ITEM ID 2885 Contract.pdf](#)
3. [7-21-2026 ITEM ID 2885 Certified Bid Tab.pdf](#)
4. [7-21-2026 ITEM ID 2885 Floor Plan - Planned Addition Highlighted.pdf](#)
5. [7-21-2026 ITEM ID 2885 Photograph of Current Administration Building.pdf](#)

FISCAL IMPACT: \$934,518.00

BUDGET INFORMATION: Budgeted / Solid Waste Services - Solid Waste Services
Sinking Fund

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO
EXECUTE A CONTRACT WITH GOODWIN & GOODWIN, INC. FOR THE
CONSTRUCTION OF THE SOLID WASTE SERVICES ADMINISTRATION BUILDING
ADDITION**

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

SECTION 1: The bid of Goodwin & Goodwin, Inc. for the Solid Waste Services
Administration Building addition is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby
authorized to execute a contract with Goodwin & Goodwin, Inc. in the amount of
\$934,518.00 and for a contract period of 11 months, for performing said construction.

This Resolution adopted this _____ day of July, 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



NPR

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 Eighth day of July in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Fort Smith, Arkansas
623 Garrison Avenue
Fort Smith, AR 72901
479-784-2262

and the Contractor:
(Name, legal status, address and other information)

Goodwin & Goodwin Inc.
3503 Free Ferry Road
Fort Smith, AR 72903
479-651-7321

for the following Project:
(Name, location and detailed description)

Sanitation Administration Building Addition & Renovation
5900 Commerce Road
Fort Smith, AR 72916
Approximately 1,500 SF addition of office and storage space, with miscellaneous minor improvements in the existing building.

The Architect:
(Name, legal status, address and other information)

Guest + Reddick, Inc. dba Studio 6 Architects
1120 Garrison Ave., Ste. 1A
Fort Smith, AR 72901
479-782-4085

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.

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.
- ☒ 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.)

- ☒ Not later than Three Hundred Thirty (330) calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 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
-----------------	-----------------------------

§ 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 Nine Hundred and Thirty-Four Thousand Five Hundred Eighteen Dollars and Zero Cents (\$ 934,518.00), 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
------	-------

§ 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
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 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)
Unit Price #1: Removal of unsatisfactory soil and replacement with satisfactory soil material.	One cubic yard, based on in-place surveys of volume before and after removal.	45.00
Unit Price #2: Rock excavation and replacement with satisfactory soil material.	One cubic yard, based on in-place surveys of volume before and after removal.	150.00
Unit Price #3: Trench rock excavation and replacement with satisfactory soil material.	One cubic yard, based on in-place surveys of volume before and after removal.	200.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$250.00 under the conditions described in the INSTRUCTIONS TO BIDDERS.

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.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five (45) 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.)

5%

§ 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.)

General Conditions, Insurance, Permits

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User Notes:

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§ 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.)

Upon reaching 75% completion, if the Work is progressing to the satisfaction of the Owner, the Contractor may with the approval of the Owner cease withholding retainage on the remaining progress payments.

§ 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.)

None.

§ 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.

§ 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.)

%

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.)

§ 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

☒ 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.)

None.

§ 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)

Terry Rankin
Solid Waste Department
5900 Commerce Rd
Fort Smith, AR 72916
(479) 784-2350
trankin@FortSmithAR.gov

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Bryan Goodwin
Goodwin & Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, AR 72903
479-651-7321
pipedude08@yahoo.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, Article 11 of AIA Document A201-2017, General Conditions of the Contract for Construction, the Supplementary General Conditions, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the INSTRUCTIONS TO BIDDERS, and elsewhere in the Contract Documents.

§ 8.7 Other provisions:

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
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Drawings- as listed in Section 000115 - LIST OF DRAWING SHEETS of the PROCUREMENT & DIVISION 00 DOCUMENTS manual.
- .6 The complete PROCUREMENT & DIVISION 00 DOCUMENTS manual dated 06-10-2026, with sections as listed in the Table of Contents.
- .7 Addenda, if any:

Number	Date	Pages
009113.01 - ADDENDUM NO. 01	06-26-2026	2 pages (8-1/2 x 11)

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.)

☒ [X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary General Conditions	Included in the PROCUREMENT & DIVISION 00 DOCUMENTS manual.	06-10-2026	1-8

- .9 Other documents, if any, listed below:

The Invitation to Bid, Instructions to Bidders, sample forms, and the Contractor's Bid Proposal.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: George McGill, Mayor

(Printed name and title)

Bryan Goodwin

CONTRACTOR (Signature)

BY: Bryan Goodwin, President

(Printed name and title)

OWNER (Signature)

BY: Sherri Guard, City Clerk

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:31:56 CDT on 07/10/2026.

Changes to original AIA text

PAGE 3

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1: Removal of unsatisfactory soil and replacement with satisfactory soil material.	One cubic yard, based on in-place surveys of volume before and after removal.	45.00
Unit Price #2: Rock excavation and replacement with satisfactory soil material.	One cubic yard, based on in-place surveys of volume before and after removal.	150.00
Unit Price #3: Trench rock excavation and replacement with satisfactory soil material.	One cubic yard, based on in-place surveys of volume before and after removal.	200.00

PAGE 4

§ 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:~~

PAGE 5

§ 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:~~

PAGE 6

§ 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, Article 11 of AIA Document A201-2017, General Conditions of the Contract for Construction, the Supplementary General Conditions, ~~Exhibit A, Insurance and Bonds~~, and elsewhere in the Contract Documents.

PAGE 7

§ 8.5.2 The Contractor shall provide bonds as set forth in the INSTRUCTIONS TO BIDDERS AIA Document A101™-2017 ~~Exhibit A~~, and elsewhere in the Contract Documents.

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in~~

electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

- ~~.2~~ AIA Document A101™ 2017, Exhibit A, Insurance and Bonds
- ~~.4~~ Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)
- .5 Drawings- as listed in Section 000115 - LIST OF DRAWING SHEETS of the PROCUREMENT & DIVISION 00 DOCUMENTS manual.
- .6 ~~Specifications~~ The complete PROCUREMENT & DIVISION 00 DOCUMENTS manual dated 06-10-2026, with sections as listed in the Table of Contents.

Number	Date	Pages
009113.01 - ADDENDUM NO. 01	06-26-2026	2 pages (8-1/2 x 11)

- ~~[] 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:~~

Document	Title	Date	Pages
<u>Supplementary General Conditions</u>	<u>Included in the</u> <u>PROCUREMENT &</u> <u>DIVISION 00 DOCUMENTS</u> <u>manual.</u>	<u>06-10-2026</u>	<u>1-8</u>

- .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, 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.)

Variable Information

PAGE 1

AGREEMENT made as of the Eighth day of July in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

City of Fort Smith, Arkansas

623 Garrison Avenue
Fort Smith, AR 72901

479-784-2262

Goodwin & Goodwin Inc.

3503 Free Ferry Road
Fort Smith, AR 72903

479-651-7321

Sanitation Administration Building Addition & Renovation

5900 Commerce Road
Fort Smith, AR 72916

Approximately 1,500 SF addition of office and storage space, with miscellaneous minor improvements in the existing building.

Guest + Reddick, Inc. dba Studio 6 Architects

1120 Garrison Ave., Ste. 1A
Fort Smith, AR 72901

479-782-4085

PAGE 2

- ☐ The date of this Agreement.
- ☒ 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.)
- ☒ Not later than Three Hundred Thirty (330) calendar days from the date of commencement of the Work.
- ☐ By the following date:

PAGE 3

§ 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 Nine Hundred and Thirty-Four Thousand Five Hundred Eighteen Dollars and Zero Cents (\$ 934,518.00), subject to additions and deductions as provided in the Contract Documents.

\$250.00 under the conditions described in the INSTRUCTIONS TO BIDDERS.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

5%

PAGE 5

General Conditions, Insurance, Permits

Upon reaching 75% completion, if the Work is progressing to the satisfaction of the Owner, the Contractor may with the approval of the Owner cease withholding retainage on the remaining progress payments.

None.

PAGE 6

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (*Specify*)

None.

Terry Rankin

Solid Waste Department
5900 Commerce Rd
Fort Smith, AR 72916

(479) 784-2350

trankin@FortSmithAR.gov

Bryan Goodwin

Goodwin & Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, AR 72903

479-651-7321

pipedude08@yahoo.com

PAGE 7

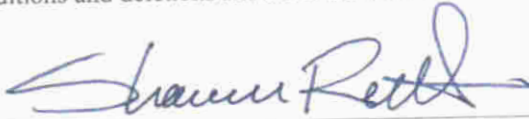
- ☒ Supplementary and other Conditions of the Contract:

The Invitation to Bid, Instructions to Bidders, sample forms, and the Contractor's Bid Proposal.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Shannon Reith, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:31:56 CDT on 07/10/2026 under Order No. 20250147017 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRESIDENT

(Title)

7/10/26

(Dated)

TABULATION OF BIDS

CITY OF FORT SMITH SOLID WASTE DEPARTMENT
Administration Building Addition
FORT SMITH, ARKANSAS

July 02, 2026

2:00 P.M.

NOTE:
 INVITATION TO BID WAS ADVERTISED JUNE 14 & 21, 2026.
 PUBLICATIONS: THE TIME RECORD & NWA DEMOCRAT GAZETTE.

ARCHITECTS' PROJECT NO.: 24-025

TIME OF COMPLETION = 330 CALENDAR DAYS

CONTRACTOR		Carrington	Goodwin & Goodwin	Nabholz	Milestone	
BID SECURITY	Certified Check					
	Cashier's Check					
	Bid Bond	5%✓	5%✓	5%✓	5%✓	
ADDENDA	Addendum No. 1	✓	✓	✓	✓	
BASE BID		\$1,086,450.00	\$934,518.00	\$976,523.00	\$957,057.00	
UNIT PRICES	UNIT PRICE 1	\$38.00	\$45.00	\$40.00	\$65.00	
	UNIT PRICE 2	\$245.00	\$150.00	\$250.00	\$480.00	
	UNIT PRICE 3	\$285.00	\$200.00	\$325.00	\$600.00	
BID RANK		4	1	3	2	

Notes: Four bid packages were received in sealed envelopes prior to the bid opening time. The Bid opening began on-time at 2:00 PM local. All four bid packages were opened and read aloud. Bid opening was concluded at 2:25 PM local time. Bids are recorded above as in received bid forms.

Bid Validity - 60 Days

STUDIO6ARCHITECTS
 1120 Garrison Avenue, Suite 1A
 Fort Smith, AR 72901

Certified By: 
 Shannon Reith, AIA

Date: **07/02/2026**

NOTICE TO BIDDERS
CITY OF FORT SMITH SOLID
WASTE DEPARTMENT
ADMINISTRATION BUILDING
ADDITION

Sealed proposals for the City of Fort Smith SOLID WASTE DEPARTMENT ADMINISTRATION BUILDING ADDITION, Fort Smith, Arkansas, will be received by the City of Fort Smith Department of Solid Waste until 2:00 p.m. local time, July 02, 2026, at the Solid Waste Department conference room, Solid Waste Administration Building, 5900 Commerce Rd., Fort Smith, Arkansas, at which time they will be publicly opened and read aloud. Any bids received after the stated time will be returned unopened. Bids may be mailed to the City of Fort Smith Solid Waste Department, Attention: Duane McDonald, Director, at 5900 Commerce Rd., Fort Smith, Arkansas 72916. Bids will be based on a single lump sum and will incorporate all required work. The project consists of a wood framed building addition to the existing administration building, and associated site and utility work.

Physical copies of the Contract Documents, consisting of bid documents, contract forms, project drawings, and the project manual, may be examined after June 15, 2026, at the following locations:

Studio 6 Architects, 1120 Garrison Avenue, Ste. 1A, Fort Smith, AR 72901

Fort Smith Blueprint Inc., 2001 Rogers Ave. Suite B, Fort Smith, AR 72901

No physical copies of the Contract Documents will be provided. Electronic copies of the Contract Documents will be available for downloading from an online file sharing site June 15, 2026. Prime Bidders only should contact Studio 6 Architects, by emailing shannon@gostudio6.com AND jodi@gostudio6.com, to request the download link. All such requests should reference the project title listed above and identify a Point of Contact to receive notifications of addenda, which will also be made available on the online file sharing site. It is the responsibility of each plan holder to obtain necessary software to view PDF files, and to have the capability to download electronic documents from the internet file sharing site.

Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. The Owner reserves the right to reject any and all bids and to waive informalities and irregularities. All Bidders must be licensed in the State of Arkansas under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

City of Fort Smith
Solid Waste Department
Terry Rankin,
Fleet & Grounds Maintenance Manager
5900 Commerce Rd., Fort Smith, AR 72916
Studio 6 Architects
1120 Garrison Ave., Ste. 1A
Fort Smith, AR 72901
(479) 782-4085

This advertisement is scheduled for June 14 and June 21, 2026.
June 14, 21 2026
LFTS0536569

USA TODAY CO.



PO Box 631826 Cincinnati, OH 45263-1826

AFFIDAVIT OF PUBLICATION

Studio 6 Architects
1120 Garrison Ave, Suite 1A
Fort Smith AR 72901

STATE OF ARKANSAS, COUNTY OF SEBASTIAN

The Times Record, a daily newspaper having a second class mailing privilege, published at a fixed place of business and at fixed daily intervals continuously in the City of Fort Smith, Sebastian County, Arkansas, for more than a period of twelve months, circulated and distributed from an established place of business to subscribers and readers generally of all classes, in the city and county aforesaid. The Times Record is circulated in the Counties of Crawford, Franklin, Johnson, Logan, Polk, Scott and Sebastian in Arkansas. It is further stated that the legal notice hereto attached was published in the regular issues of said newspaper on the issues dated:

FTS Ft Smith SW Times Record 06/14/2026, 06/21/2026
FTS swtimes.com 06/14/2026

Sworn to and subscribed before on 06/21/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$600.00
Tax Amount: \$0.00
Payment Cost: \$600.00
Order No: 12403975
Customer No: 1198567
PO #: LFTS0536569

of Copies:
0

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin



CURRENT ADMIN BUILDING



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 15, 2025
SUBJECT: Appointment: Community Development Advisory Committee

SUMMARY

There are several vacancies on the Community Development Advisory Committee. The terms of Carolyn Mosley and Heather O'Hara expired on June 30, 2026, and both are interested in reappointment. The other applicants are Tiffany Maurer, Abby McCollum, and Emily Treadaway.

Appointments are made by the Board of Directors; five appointments are needed. The terms expire as follows: one on June 30, 2027; one on June 30, 2028; and three on June 30, 2029.

ATTACHMENTS

1. [CDAC - Appointments 07.21.26 updated.pdf](#)

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

The purpose of the Community Development Advisory Committee is to serve in an advisory role in the planning, implementing, and assessing of the Community Development Program, and to ensure continuity of the involvement of citizens throughout all stages of the Community Development program. The Community Development Advisory Committee is authorized to review and recommend to the Board of Directors projects to be considered for Community Development Block Grant Funding; to review and assess Community Development Program performance; to prepare and recommend a Citizen Participation Plan; to hold meetings and workshops to disseminate information to citizens and to receive views and opinions and relate these to the setting of priorities for the city.

The Community Development Advisory Committee consists of seven members, appointed by the **Board of Directors**. The committee shall contain substantial representation of low and moderate income families, members of minority groups, the elderly, the handicapped, the business community and civic groups. Initially four members will serve two-year terms and three will serve three year-terms, thereafter all terms will be three years or until the expiration of the Community Development Program. The committee meets on call.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Marcus Johnson Plant Manager 10908 Old Harbor Rd, 4D 479-353-8356 Marcusjj24@gmail.com	06/16/26	06/30/27
Vacant		06/30/28
Vacant		06/30/29
Christopher Smith Director of DEI, ACHE 9505 Chad Colley Blvd., #4202 (16) 479-883-3085 (cell) christopher.smith@achehealth.edu	06/20/23	06/30/26
Carolyn Mosely Retired 1812 South 70 th Street (03) 504-427-4013 (cell) Cmosley112@sbcglobal.net 7/15/2026	06/20/23	06/30/26

Heather O'Hara
Principal – O'Hara Properties
4011 Hunter Way (03)
214-597-3377 (work)
brookingproperties@gmail.com

06/20/23

06/30/26

Vacant

06/30/27

7/15/2026

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: 7-8-26
Name: Abigail McCallum - "Abby"
Home Address: 9000 Massad Rd #207
Zip: 72916
Home Telephone: 918-913-8726
Work Telephone: 479-308-2223
Email: ms.abby80@gmail.com

Occupation: Institutional GME manager - ARCOM
(If retired, please indicate former occupation or profession)

Education: MBA - Northeastern State Univ. Univ of Phoenix
Professional and/or Community Activities: Member of AHME,

Additional Pertinent Information/References:

Sherry Turner, DO - 601-520-9533

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 | ☒ Historic District Commission |
| ☐ Airport Commission | ☒ Housing Assistance Board |
| ☐ Animal Services Advisory Board | ☐ Library Board of Trustees |
| ☐ Arkansas Fair & Exhibition Facilities Board | ☐ Mechanical Board of Adjustments and Appeals |
| ☐ Audit Advisory Committee | ☐ Parks & Recreation Commission |
| ☐ Building Board of Adjustment and Appeals | ☐ Planning Commission |
| ☐ Central Business Improvement District | ☐ Plumbing Advisory Board |
| ☐ Civil Service Commission (3 year residency required) | ☐ Port Authority |
| ☒ Community Development Advisory Committee | ☐ Property Owners Appeals Board |
| ☐ County Equalization Board | ☐ Public Facilities Board Advisory Committee |
| ☐ Electric Code Board of Appeal | ☐ Recycling Advisory Committee |
| ☐ Fire Code Board of Appeals & Adjustments | ☐ Sales Tax Review Committee |
| ☐ Fort Smith Municipal Employees Benevolent Fund Board of Advisors | ☐ Sebastian County Regional Solid Waste Management Board |
| ☐ Future Fort Smith Committee | ☐ 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

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Date: 07/14/2026

Name: Tiffany Maurer

Home Telephone: 870-784-6483

Home Address: 6201 Olivia St. Fort Smith, AR

Work Telephone: 479-434-4025

Zip: 72916

Email: tiffmaurer13@gmail.com

Grants Pre-Award Specialist I - Arkansas Colleges of Health Education, Owner - Still Branding LLC

Occupation: _____ (If retired, please indicate former occupation or profession)

Education: Bachelor of Science - University Studies, Business

Professional and/or Community Activities: Completed Years 1& 2 of Community Development

Institute, served as Economic/Community Development Director for Sevier County, Arkansas

Additional Pertinent Information/References: Renee Dycus, SWAPDD; Dana Poindexter, Regional Manager, Arkansas Economic Development Commission

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: _____ Date of Birth: _____

(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 | ☐ Historic District Commission |
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| ☐ Audit Advisory Committee | ☐ Parks & Recreation Commission |
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| ☐ Central Business Improvement District | ☐ Plumbing Advisory Board |
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| | ☐ Water Advisory Committee |
| | ☐ Utility Advisory Committee |

**Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov**

CITY OF FORT SMITH

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Date: July 13, 2026

Name: Carolyn Mosley

Home Address: 1812 South 70th Street

Zip: 72903

Home Telephone: 479-478-6867

Work Telephone: 504-427-4013 (cell)

Email: cmosley112@sbcglobal.net

Occupation: Retired, Dean of College of Health Sciences, UAfS

(If retired, please indicate former occupation or profession)

Education: PhD

Professional and/or Community Activities: Boards Court Appointed Special Advocate, Comprehensive Juvenile Service
Election Commissioner, Baptist Health Advisory Board, Board SJMBC, River Valley Dr. MLK Jr Commission

Additional Pertinent Information/References:

Do you reside within the corporate boundaries of the city of Fort Smith? Yes XX No _____

Are you a registered voter in the city of Fort Smith? Yes XX 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 XX **Note:** "Yes" will not automatically preclude you from consideration.

If yes, please identify the offense and the approximate date.

Drivers License: _____ Date of Birth: _____

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Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- | | |
|---|---|
| ☐ Advertising & Promotion Commission | ☐ Historic District Commission |
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| | ☐ Utility Advisory Committee |

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junderwood@fortsmithar.gov**

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 State of Arkansas. (Municipal and State references are provided on the attached Exhibit A. Regarding references to resolutions and/or ordinances, such are available in the City Clerk's Office, 623 Garrison Avenue, Room 303.)

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 hardcopy 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 could result in the appointed position being declared vacant.*

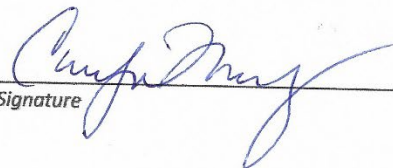
2. Title 25 State Government
Chapter 19 Freedom of Information Act of 1967

The above are available via a link on the City of Fort Smith website, i.e. www.fortsmithar.gov / Government / City Clerk / State of Arkansas Code. A hardcopy 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 committees
2. Appendix B - Code of Business Conduct

The above are available on the City of Fort Smith website, i.e. www.fortsmithar.gov / Government / Code of Ordinances. A hardcopy is also available for viewing in the City Clerk's Office, 623 Garrison Avenue, Room 303.


Signature

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junderwood@fortsmithar.gov

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

6/29/2026

Name

Heather OHara

Date of Birth**Home Address**

4011 Hunter Way, Fort Smith, Arkansas 72903

Home Phone

(214) 597-3377

Work Phone**Email**

brookingproperties@gmail.com

Occupation

Tax preparer

Education

Bachelors Degree

Professional and/or Community Activities:

I am the Treasurer of my POA in addition serving on the CDAC

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

OHara Voter registration.pdf

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

No

Drivers License Number:

Please select the board(s), committee(s), or commission(s) on which you would like to serve:
Community Development Advisory Committee

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Application for Boards, Commissions, and Committees

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Today's Date

7/2/2026

Name

Emily Treadaway

Date of Birth**Home Address**

2208 Brigadoon Drive, Fort Smith, Arkansas 72908-0909

Home Phone

(479) 926-1257

Work Phone**Email**

emily.treadaway@gmail.com

Occupation

Director, UAFS Center for Nonprofits

Education

BS Marketing, 2009 and currently enrolled in Master's of Nonprofit Leadership and Management

Professional and/or Community Activities:

Sustaining Member of Junior League of Fort Smith, 2016-2024

Restore Hope, 100 Families original member and Connection Committee Chair, 2019-2023.

Leadership Crawford County, Class of 2022

Leadership Fort Smith, Class of 2024

Work Group Member with the Arkansas Strategic Plan for Foster Care Placement under Executive Order 23-18, established under Governor Sanders, 2023

Member of Shield Our Youth, under the direction of Chief Baker and the FSPD, 2023-present.

Additional Pertinent Information/References:**Upload additional files here (optional).**

Emily Treadaway Resume.pdf

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:

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

Community Development Advisory Committee

ACKNOWLEDGMENT

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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

EMILY TREADAWAY



479.926.1257



emily.treadaway@gmail.com

Strategic nonprofit leader with a proven record of developing community partnerships, leading cross-functional teams, and securing significant grant and donor funding. Expertise in nonprofit operations, program development, and public engagement. Collaborative and mission-driven, with deep ties to the River Valley and a strong understanding of the nonprofit ecosystem. Extensive experience in event management and fund development.

EXPERTISE

- Strategic Leadership
- Public Speaking/Engagement
- Fundraising/Grant Writing
- Salesforce, MS Suite, Social Media & Email Marketing
- Trauma Informed/Trained
- Advocating/Networking
- Results Minded
- Mission & Vision-Driven

EXPERIENCE

DIRECTOR Center for Nonprofits, University of Arkansas Fort Smith

2025 - Present

- Spearheading the creation of the UAFS Center for Nonprofits, aligning it with the broader mission of the Center for Economic Development.
- Building and maintaining relationships with nonprofit leaders, local government officials, and other key stakeholders.
- Developing and implementing a strategic plan that addresses the needs of nonprofits.
- Managing the center's day-to-day operations, ensuring programmatic and fiscal accountability.
- Overseeing all initiatives, including events, grant programs, and community engagement efforts, ensuring alignment with the center's mission.
- Identifying and addressing emerging needs within the nonprofit community through innovative programs and services.
- Collaborating with other divisions to provide cross-functional support to nonprofits.
- Leveraging discretionary funds to adapt to evolving community needs.
- Pursuing additional funding opportunities, including grants and partnerships, to sustain and grow the center's impact.

AFFILIATE DIRECTOR The CALL in Crawford & Sebastian Counties

2017- 2025

- Spearheaded strategic planning, aligning annual goals with mission-critical initiatives to drive measurable community outcomes.
- Researched and wrote grants to achieve annual fundraising goals.
- Raised and managed annual operating budget, ensuring integrity in financial practices.
- Lead stakeholder engagement efforts cultivated long-term partnerships with 30+ churches, 20+ nonprofits and key community leaders and state legislators.
- Managed a cross-functional team of staff and volunteers to execute high-impact programming and ensure delivery of key services.

EXPERIENCE (CONT.)

EQUIPMENT PLANNING CLERK

ArcBest Freight

2015-2016

- Coordinated the nationwide distribution of product to ensure necessary quantities were available for customer use.
- Reported directly to the Senior Manager and helped with special projects.

EXECUTIVE ASSISTANT

Golden Living

2010-2015

- Coordinated 500 educational events annually.
- Supported Regional Clinical Directors with projects.
- Direct report to Clinical Vice President and National Clinical Director, coordinating purchases, moves and repairs of capital equipment.

EDUCATION

MASTERS PROGRAM

Arizona State University - Masters of Nonprofit Leadership and Management, Expected Dec. 2027

MYTE

Managing Youth Trauma Effectively - Certified Trainer, 2024

A TO Z GRANT WRITING

Certification - University of Arkansas-Fort Smith, 2024

EQUIP TRAINING

State Mandated Foster and Adoptive Parent Curriculum - Certified Trainer, 2016

BACHELORS OF SCIENCE

University of Arkansas, Fort Smith - BS in Marketing, 2009

ACTIVISM & COMMUNITY INVOLVMENT

- Sustaining Member of Junior League of Fort Smith, **2016-present**
 - Designed and implemented leadership development workshops.
 - Three years as a Board Member, overseeing Membership Engagement, Community Relations, and Communications.
- Restore Hope, 100 Families original member and Connection Committee Chair, **2019-2023.**
 - Created to reduce silos and create synergy between various nonprofits.
- Leadership Crawford County, **Class of 2022**
- Work Group Member with Arkansas Strategic Plan for Foster Care Placement under Executive Order 23-18, established under Governor Sanders, **2023**
 - Focused on applying research collaboration to the community challenges within the foster care system. Every Child Arkansas (ECA) Initiative was created from this state-wide working group.
- Member of Every Child Arkansas, **2023-2025**
- Leadership Fort Smith, **Class of 2024**
- Member of Shield Our Youth, under the direction of Chief Baker and the Fort Smith Police Department, **2023-present.**
- First Generation Student Success Committee, UAFS, **2025-present**



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 13, 2026
SUBJECT: Appointment: Electric Code Board of Appeal

SUMMARY

Mr. Mitchel Hughes' term on the Electric Code Appeals Board expired on March 31, 2026. Mr. Hughes is interested in reappointment.

The Board of Directors makes the appointment; one appointment is needed. The new term will expire on March 31, 2031.

ATTACHMENTS

1. [Electric Code Appeals - Appointment 20260721.pdf](#)

ELECTRIC CODE APPEALS BOARD

The Electric Code Appeals Board has the authority to hear appeals from anyone who wishes to appeal the decision of the city official enforcing the city's electrical code. Upon hearing the appeal, the board of appeals may modify or reverse the interpretation of the electrical inspector.

The board consists of five members who are qualified by experience and training to pass on matters pertaining to electrical installation and materials and who are actively engaged in a business related to the building industry, and two members who are citizens at large. The members are appointed by the Board of Directors and serve five year terms. The board meets on call.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Glenda Wallace Electrician 4723 South 34 th Street (03) 414-4293 (h) 414-6730 (w)	09/20/22	03/31/27
(Vacant)		03/31/28
Kenneth Wallace Electrician 4723 South 34 Street (03) 414-6730 (w) Kennethwallace01@gmail.com	07/20/21	03/31/29
Vacant		03/31/31
Mitchel Hughes Electrician 2205 Ramsgate Way (08) 646-6571 mitchelchughes@aol.com	06/01/21	03/31/26
<u>Citizens At Large</u>		
(vacant)		03/31/28
(vacant)		03/31/29

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: 6-17-26

Name: MITCHEL C. HUGHES

Home Telephone: 479-651-8228

Home Address: 2205 RAMSGATE WAY

Work Telephone: 479-646-6571

Zip: 72908

Email: mitche1chughes@aol.com

Occupation: ELECTRICAL CONTRACTOR

(If retired, please indicate former occupation or profession)

Education: GRADES 1-12; UCA; UCA; WESTARK

Professional and/or Community Activities: OWNER - HUGHES ELECTRIC CO. INC.

GRADE COMM. CHURCH MEMBER, FORT SMITH ELECTRICAL - IATC, CHAIRMAN

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: _____ Date of Birth: _____

(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 | ☐ Historic District Commission |
| ☐ Airport Commission | ☐ Housing Assistance Board |
| ☐ Animal Services Advisory Board | ☐ Library Board of Trustees |
| ☐ Arkansas Fair & Exhibition Facilities Board | ☐ Mechanical Board of Adjustments and Appeals |
| ☐ Audit Advisory Committee | ☐ Parks & Recreation Commission |
| ☐ Building Board of Adjustment and Appeals | ☐ Planning Commission |
| ☐ Central Business Improvement District | ☐ Plumbing Advisory Board |
| ☐ Civil Service Commission (3 year residency required) | ☐ Port Authority |
| ☐ Community Development Advisory Committee | ☐ Property Owners Appeals Board |
| ☐ County Equalization Board | ☐ Public Facilities Board Advisory Committee |
| ☒ Electric Code Board of Appeal | ☐ Recycling Advisory Committee |
| ☐ Fire Code Board of Appeals & Adjustments | ☐ Sales Tax Review Committee |
| ☐ Fort Smith Municipal Employees Benevolent Fund Board of Advisors | ☐ Sebastian County Regional Solid Waste Management Board |
| ☐ Future Fort Smith Committee | ☐ Transit Advisory Commission |
| | ☐ Water Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 13, 2026
SUBJECT: Appointment: Fort Smith Municipal Employees Benevolent Fund Board of Advisors

SUMMARY

Mary Moore's term on the Fort Smith Municipal Employees Benevolent Fund Board of Advisors expired on June 30, 2026. Ms. Moore is interested in reappointment. This position is for a citizen representative.

The Board of Directors makes the appointment; one appointment is needed. The new term will expire June 30, 2029.

ATTACHMENTS

1. [Fs Benevolent Fund -Appointment 20260721.pdf](#)

FORT SMITH MUNICIPAL EMPLOYEES BENEVOLENT FUND BOARD OF ADVISORS

The Fort Smith Municipal Employee's Benevolent Fund Board of Advisors was established December 23, 1991. The fund provides for a trust fund to be used to provide emergency assistance to the employees of the city of Fort Smith and their immediate families, including immediate families of deceased employees of the various city departments whenever such employees or their immediate families sustain extraordinary expenses (including, but not limited to: housing, clothing, food, educational, medical and dental expenses). Distributions from the fund shall be at the discretion of the "Board of Advisors" of the fund.

The "Board of Advisors" consists of nine persons as follows: two members of the police department, two members of the fire department, two members of other city departments, and two other adults who are citizens of the city of Fort Smith. The Mayor serves as a member. Ex-officio, and presides at meetings of the "Board of Advisors." Appointments are by the **Board of Directors** for three year terms.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
<u>Police Department Representatives</u>		
Dewey Young 3030 Edinburgh Drive (08) 709-5161 (w) deyoung@fortsmithpd.org	11/19/19	06/30/28
Bradley Marion 1216 Burnham Rd (03) 709-5134 Bradmarion1030@gmail.com	09/21/21	06/30/27
<u>Fire Department Representatives</u>		
Darrell Clark 1952 Kilgore Lane (72956) 629-4515 (h) 719-9156 (w) dclark@fortsmithar.gov	02/24/21	06/30/28

Ryan Rains 2409 South N Street (01) 883-7926 (h) 308-3350 (w) rrains@fortsmithar.gov	06/19/18	06/30/27
--	----------	----------

Other City Department Representatives

Maria Miller 6600 Fieldcrest Drive 784-2254 (w) Maria.miller@fortsmithar.gov	04/20/21	06/30/28
---	----------	----------

Bonie Byers 479-709-5143 bonita.byers@fortsmithpd.org	06/16/26	06/30/29
---	----------	----------

Citizen Representatives

Mary Moore UAMS 618 Williams St (08) 479-572-1311 Maryspeaking2u@gmail.com	06/21/11	06/30/26
--	----------	----------

(vacant)		06/30/29
----------	--	----------

Jessica Underwood
junderwood@fortsmithar.gov
784-2201

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: June 16 2026
Name: Mary Moore Home Telephone: 479 572 1311
Home Address: 618 Williams St. Work Telephone: ---
Zip: 72908 Email: maryspeaking24@gmail

Occupation: Retired
(If retired, please indicate former occupation or profession)

Education: [REDACTED]
Professional and/or Community Activities: Same as before

Additional Pertinent Information/References: Nothing has changed
Pastor Tim Sullivan of The Pentecostal Church
is my Pastor.

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: --- 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 | ☐ Historic District Commission |
| ☐ Airport Commission | ☐ Housing Assistance Board |
| ☐ Animal Services Advisory Board | ☐ Library Board of Trustees |
| ☐ Arkansas Fair & Exhibition Facilities Board | ☐ Mechanical Board of Adjustments and Appeals |
| ☐ Audit Advisory Committee | ☐ Parks & Recreation Commission |
| ☐ Building Board of Adjustment and Appeals | ☐ Planning Commission |
| ☐ Central Business Improvement District | ☐ Plumbing Advisory Board |
| ☐ Civil Service Commission (3 year residency required) | ☐ Port Authority |
| ☐ Community Development Advisory Committee | ☐ Property Owners Appeals Board |
| ☐ County Equalization Board | ☐ Public Facilities Board Advisory Committee |
| ☐ Electric Code Board of Appeal | ☐ Recycling Advisory Committee |
| ☐ Fire Code Board of Appeals & Adjustments | ☐ Sales Tax Review Committee |
| ☒ Fort Smith Municipal Employees Benevolent Fund Board of Advisors | ☐ Sebastian County Regional Solid Waste Management Board |
| ☐ Future Fort Smith Committee | ☐ Transit Advisory Commission |
| | ☐ Water Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov





MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 15, 2026
SUBJECT: Appointment: Historic District Commission

SUMMARY

The terms of Nate Deason and Robert Clock on the Historic District Commission expire on July 31, 2026. Mr. Deason and Mr. Clock are interested in reappointment. The other applicants are Terry Reese and Abby McCollum

Appointments are made by the Mayor; two appointments are needed. The new terms will expire on July 31, 2029

ATTACHMENTS

1. [Historic District Commission - Appointment 20260715.pdf](#)

HISTORIC DISTRICT COMMISSION

The commission is authorized to make an investigation and report on the historic significance of the buildings, structures, features, sites or surroundings included in any proposed historic district. The commission is also authorized to recommend an area or areas to be included in a historic district or districts and from time to time recommend amendments to established districts or additional districts.

Fort Smith has been designated a Certified Local Government (CLG) by the United States Department of Interior. One of the benefits of being a CLG is to be eligible for various grant funds each year. CLG's are required to attempt to appoint preservation related professionals to their Historic District Commissions, to extent available in the community.

The commission has five members, who are electors of the city, appointed by the **Mayor** subject to confirmation by the Board of Directors and each serves alternate three year terms.

Members shall be electors of the city and hold no salaried or municipal office. Regular meetings are the first Thursday of each month at 6:00 p.m. at the Darby Community Center. The study sessions are held the last Thursday of each month at 5:30 p.m., at the Darby Community Center, 220 North 7 Street.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Jessica Blanz Admin Assistant 700 N 6 th St 479-459-3572 Jiblanzy21@gmail.com	06/16/26	07/31/28
Nathaniel (Nate) Deason Architect 6310 Maplefield Dr (16) 479-200-2962 (h) ndeason@mahgarch.com	09/20/22	07/31/26
Robert J. Clock CPA 2710 South 80 Street (03) (562)-213-7332 clockcpa@gmail.com	07/16/19	07/31/26
Jacque Cialone Senior Sales Executive 1700 Crestview Lane (03) 479-651-5092 (cell) sjcialone@gmail.com	01/20/26	07/31/27

Mila Masur
Executive Director
414 North 7 Street (01)
717-386-1551 (h)
783-3000 (w)
Milaanddan@yahoo.com

07/24/18

07/31/27

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

6/25/2026

Name

Robert Clock

Date of Birth

7/12/1963

Home Address

2710 S 80th St, FORT SMITH, Arkansas 72903-5117

Home Phone

(562) 213-7332

Work Phone**Email**

clockcpa@gmail.com

Occupation

CPA

Education

college 4 yr BS Business finance, some master level MBT

Professional and/or Community Activities:

Current Vice Chair fort smith historical commission

CPA licensed in Arkansas and California

Additional Pertinent Information/References:

Involved with federal and state tax credits for the rehabilitation of historic structures.

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

rjc voter proof Arkansas Secretary of State _ VoterView.pdf

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

No

Drivers License Number:
930265092

Please select the board(s), committee(s), or commission(s) on which you would like to serve:
Historic District Commission

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 committees
2. Appendix B - Code of Business Conduct

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

6/19/2026

Name

Nathaniel Deason

Date of Birth**Home Address**

6310 Maplefield Drive, Fort Smith, Arkansas 72916

Home Phone

(479) 200-2962

Work Phone**Email**

ndeason@mahgarch.com

Occupation

Architect

Education

Bachelors of Architecture, Drury University

Professional and/or Community Activities:

Vice President / President Elect for American Institute of Architects - Arkansas Chapter (past roles include Treasurer, Secretary, Convention Chair, Emerging Professionals Chair, Public Relations Committee Chair, Fort Smith Section Chair, Fort Smith Program Chair)

Current Belle Grove Historic District Commissioner

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.jpeg

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
No

Drivers License Number:

Please select the board(s), committee(s), or commission(s) on which you would like to serve:
Historic District Commission

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.

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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: 7-8-26 "Abby"
Name: Abigail McCollum Home Telephone: 918-913-8726
Home Address: 9000 Massard Rd #207 Work Telephone: 479-308-2223
Zip: 72916 Email: ms.abby80@gmail.com

Occupation: Institutional GME manager - ARCOM
(If retired, please indicate former occupation or profession)

Education: MBA - Northeastern State Univ. Univ of Phoenix
Professional and/or Community Activities: member of AHME,

Additional Pertinent Information/References:

Sherry Turner, DO - 601-520-9533

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 | ☒ Historic District Commission |
| ☐ Airport Commission | ☒ Housing Assistance Board |
| ☐ Animal Services Advisory Board | ☐ Library Board of Trustees |
| ☐ Arkansas Fair & Exhibition Facilities Board | ☐ Mechanical Board of Adjustments and Appeals |
| ☐ Audit Advisory Committee | ☐ Parks & Recreation Commission |
| ☐ Building Board of Adjustment and Appeals | ☐ Planning Commission |
| ☐ Central Business Improvement District | ☐ Plumbing Advisory Board |
| ☐ Civil Service Commission (3 year residency required) | ☐ Port Authority |
| ☒ Community Development Advisory Committee | ☐ Property Owners Appeals Board |
| ☐ County Equalization Board | ☐ Public Facilities Board Advisory Committee |
| ☐ Electric Code Board of Appeal | ☐ Recycling Advisory Committee |
| ☐ Fire Code Board of Appeals & Adjustments | ☐ Sales Tax Review Committee |
| ☐ Fort Smith Municipal Employees Benevolent Fund Board of Advisors | ☐ Sebastian County Regional Solid Waste Management Board |
| ☐ Future Fort Smith Committee | ☐ Transit Advisory Commission |
| | ☐ Water Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov

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

6/16/2026

Name

Terry Reese

Date of Birth**Home Address**

5500 Painter Lane, Fort Smith, Arkansas 72903

Home Phone

(479) 285-0306

Work Phone

(479) 783-0353

Email

terry@midsouthpaint.com

Occupation

Business Owner

Education

High School

Professional and/or Community Activities:

Commercial Painting and Drywall Finishing, Multi-Purpose Property Owner

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

Terry Reese Voter Registration.pdf

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

No

Drivers License Number:

Please select the board(s), committee(s), or commission(s) on which you would like to serve:
Historic District Commission

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.

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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 committees
2. Appendix B - Code of Business Conduct



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 13, 2026
SUBJECT: Appointment: Housing Assistance Board

SUMMARY

There are two vacancies on the Housing Assistance Board. The application received is from Abby McCollum.

The Board of Directors makes the appointment; one appointment is needed. The term will expire on April 30, 2028.

ATTACHMENTS

1. [Housing Assitance - Appointment 20260721.pdf](#)

HOUSING ASSISTANCE BOARD

The Housing Assistance Board was established by the Board of Directors April 6, 1976 to review applications and approve grants to owners of housing units to repair and rehabilitate private residential structures. Grants are available through the Community Development Program.

The board consists of seven person serving two year terms. The Board of Directors make the appointments from names submitted to them by various citizens, community groups, etc. The board meets on call monthly.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Barbara Turner Retired 2321 S. 25 th Street (01) 479-653-4104 Bigt1945@gmail.com	04/19/22	04/30/27
(vacant)		04/30/28
(vacant)		04/30/28
Omar Portillo Banker 5322 Labelle Ct. 459-0745 Omarportillo25@yahoo.com	04/19/22	04/30/28
Bruce Shaw Civil/Mechanical Engineer (Retired) 2623 South M Street 406-697-8000 (h) Shawnuf2@yahoo.com	05/16/23	04/30/27
Mike Jacimore Banker 8300 Avalon Way (16) 755-6893 (h) 573-1424 (w) mjacimore@arvest.com	03/18/14	04/30/27

Jim Rose

05/20/03

04/30/27

Retired

2204 Carleton Place (08)

648-9120

Jands5@cox.net

✓

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: 7-8-26
Name: Abigail McCollum - "Abby"
Home Address: 9000 Massad Rd #207
Zip: 72916
Home Telephone: 918-913-8726
Work Telephone: 479-308-2223
Email: ms.abby80@gmail.com

Occupation: Institutional GME manager - ARCOM
(If retired, please indicate former occupation or profession)

Education: MBA - Northeastern State Univ. Univ of Phoenix
Professional and/or Community Activities: Member of AHME,

Additional Pertinent Information/References:

Sherry Turner, DO - 601-520-9533

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 | ☒ Historic District Commission |
| ☐ Airport Commission | ☒ Housing Assistance Board |
| ☐ Animal Services Advisory Board | ☐ Library Board of Trustees |
| ☐ Arkansas Fair & Exhibition Facilities Board | ☐ Mechanical Board of Adjustments and Appeals |
| ☐ Audit Advisory Committee | ☐ Parks & Recreation Commission |
| ☐ Building Board of Adjustment and Appeals | ☐ Planning Commission |
| ☐ Central Business Improvement District | ☐ Plumbing Advisory Board |
| ☐ Civil Service Commission (3 year residency required) | ☐ Port Authority |
| ☒ Community Development Advisory Committee | ☐ Property Owners Appeals Board |
| ☐ County Equalization Board | ☐ Public Facilities Board Advisory Committee |
| ☐ Electric Code Board of Appeal | ☐ Recycling Advisory Committee |
| ☐ Fire Code Board of Appeals & Adjustments | ☐ Sales Tax Review Committee |
| ☐ Fort Smith Municipal Employees Benevolent Fund Board of Advisors | ☐ Sebastian County Regional Solid Waste Management Board |
| ☐ Future Fort Smith Committee | ☐ Transit Advisory Commission |
| | ☐ Water Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Session
DATE: July 16, 2026
SUBJECT: Appointment: Port Authority

SUMMARY

Eddie Norman's term on the Port Authority expires on July 31, 2026. Mr. Norman is interested in reappointment. No other applications were submitted.

The Mayor makes the appointments; one appointment is needed. The new term will expire on July 31, 2031.

ATTACHMENTS

1. [Port Authority Appointment 20260716.pdf](#)

PORT AUTHORITY

The Port Authority consists of five qualified electors of the city, appointed by the **Mayor** and each serves alternate five year terms. The authority meets on call.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Charles Lane Assistant Treasurer 1219 Elizabeth Lane (03) 430-0711(c) 471-6680 (w) chadlane@carcotrans.com	07/18/17	07/31/27
Dustin Collyge 2321 Skye Road (08) 462- (h) 800-688-0616 (w) dcollyge@maverickusa.com	02/19/13	07/31/28
Phillip W. Doss EVP/Commercial Lending 6311 Hickory Lane (16) 739-8782 (h) 478-4311 (w) Philip.doss@ozk.com	07/15/14	07/31/29
Larry J. Combs 3016 Royal Scots Way (08) 806-4771 (h) 788-6343 (w) Larry.combs@apac.com	06/21/11	07/31/30
Eddie Norman Sales 3415 South 29 Circle (01) 479-651-7980 sportsfaneddie@att.net	08/21/01	07/31/26

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

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.

Applicant information

Date

06/12/2026



Name

Eddie Norman

Home telephone

Work telephone

555-555-5555

Home address

8205 Cleburne Court

Zip

72903

Email

Sportsfaneddie@att.net

Phone numbers may be shared with the press and the public.

Occupation

Retired

(If retired, please indicate former occupation or profession)

Education

MA

Professional and/or community activities

Port Authority since 2001

Additional pertinent information/references

Optional: Include any additional information or references you would like to share

Residency and voter information

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.

Criminal history

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.

Describe the offense(s) and approximate date(s)

Background check information

Drivers license

917557823

Date of birth



(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



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 15, 2026
SUBJECT: Appointment: Transit Advisory Commission

SUMMARY

Ms. JoAnne Elsken's term on the Transit Advisory Committee expired July 15, 2025. Ms. Elsken is interested in reappointment. No other applications received.

Appointments are made by City Administration and confirmed by the Board of Directors; one appointment is needed. The term will expire

ATTACHMENTS

1. [Transit Advisory Commission Appointment 20260715.pdf](#)

TRANSIT ADVISORY COMMISSION

The Transit Advisory Commission is responsible for maintaining and improving public transit in Fort Smith and to direct efforts regarding marketing/advertising, shelters, special projects, bus zones, stops and routes as well as other related issues.

The commission was established on April 7, 1998. The Transit Advisory Commission consists of five members appointed by the City Administration and confirmed by the Board of Directors. Each member serves three-year terms. Meetings are quarterly at noon at Blue Lion, 101 N 2nd Street.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Ann-Gee Lee Professor 3122 S 56 th St (03) 419-819-7722 (h) 479/788/7363 (W) ann-gee.lee@uafs.edu	12/14/2021	06/15/24
Melissa Woodall Manager 2210 South S Street 561-2610 melissadwoodall@gmail.com	07/16/19	07/15/25
Bradley Martin Realtor 2121 Wolfe Lane 783-0415 (home) 650-5456 (cell) bradleymartin@sbcglobal.net	04/19/22	07/15/25
JoAnne Elsen Retired 5700 Hardscrabble Way 479-461-1822 jmelsken45@gmail.com	04/19/22	07/15/26

Marian Azab
Assistant Professor
530 N Albert Pike Ave
479-788-7588 (work)
714-235-1504
Marian.azab@uafs.edu

04/15/25

07/15/27

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

6/12/2026

Name

Jo Anne Elsken

Date of Birth

7/11/1947

Home Address

5700 Hardscrabble Way, Fort Smith, Arkansas 72903

Home Phone**Work Phone****Email**

jmelsken45@gmail.com

Occupation

Retired educator

Education

BS English; MLA Theatre

Professional and/or Community Activities:

Taught for 44 years and substituted/volunteered in Fort Smith schools for 4 years.

Co-lead CCL and Chair ACL (both environmental nonprofits)

VP Transit Commission

Monthly attend (9 or more)nonprofit and city committee/advisory meetings to be informed and able to volunteer.

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

IMG_7392.jpeg

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
No

Drivers License Number:

Please select the board(s), committee(s), or commission(s) on which you would like to serve:
Transit Advisory Commission

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 - Director Request to Remove an Item from the July 21, 2026 Regular Meeting Agenda

Fort Smith, Arkansas sent this bulletin at 07/17/2026 05:24 PM CDT



Director Request to Remove an Item from the July 21, 2026 Regular Meeting Agenda

MEDIA NOTIFICATION **~~April 27, 2026~~ July 17, 2026**

At approximately 12:00 noon, Director Jarred Rego contacted the City Clerk's Office and pursuant to Section 2-31(4) of the Fort Smith Municipal Code, requested the below item be removed from the July 21, 2026 regular meeting agenda:

2. Resolution of intent to acquire additional cemetery property ~ *Rego/Good placed on August 19, 2025 regular meeting agenda at the July 15, 2025 study session; TABLED pending study session discussion at the August 19, 2025 regular meeting; Discussed at the September 23, 2025 study session whereby the Board continued discussion to a later study session; Discussed at the December 16, 2025 special study session whereby the Board directed Administration to facilitate conversation between Fort Smith Cemeteries, Inc. and potential buyer, Broylman Memorial Group; G. Catsavis/Rego placed update on future study session agenda at the June 9, 2026 study session; Rego/C. Catsavis placed resolution on July 21, 2026 regular meeting agenda at the July 14, 2026 study session ~ (City Administrator)*

All remaining members of the Board were contacted whereby several members were not immediately available.

Ultimately, Directors Kevin Settle, Neal Martin, and Andre' Good concurred with the request for removal; however, Director George Catsavis did not concur.

Although concurrence was already attained, Directors Lee Kemp and Christina Catsavis indicated they, too, concurred with the request.

Due to the concurrence of four (4) directors, the above referenced item has been removed from the July 21, 2026 regular meeting agenda as requested.

Additionally, pursuant to Section 2-31(3) of the Fort Smith Municipal Code, Director Rego further requested the same item be placed on the September 1, 2026 regular meeting agenda for consideration.

Ultimately, Directors George Catsavis, Kevin Settle, and Andre' Good concurred with the request. Directors Neal Martin and Lee Kemp did not concur.

Although concurrence was already attained, Director Christina Catsavis indicated that she, too, concurred with the request.

Due to the above noted concurrences, the subject item has been removed from the July 21, 2026 regular meeting agenda and placed on the September 1, 2026 regular meeting agenda for consideration.

The Agenda Board Packet for the July 21, 2026 regular meeting will be revised accordingly and uploaded to the City of Fort Smith's website as soon as possible. Once uploaded, notice of same will be provided in like-manner.

Sherri Gard, MMC
City Clerk
479-784-2207
sgard@fortsmithar.gov