Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors
Ward 1 – Keith Lau
Ward 2 – Andre' Good
Ward 3 – Mike Lorenz
Ward 4 – George Catsavis
At Large Position 5 – Pam Weber
At Large Position 6 – Kevin Settle
At Large Position 7 – Philip H. Merry Jr.

AGENDA

Fort Smith Board of Directors
REGULAR MEETING
December 16, 2014 ~ 6:00 p.m.
Fort Smith Public Schools Service Center
3205 Jenny Lind Road

5:30 p.m. – Reception for outgoing elected officials

THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT ACCESS CHANNEL 214 AND ONLINE AT http://www.ustream.tv/channel/city-of-fort-smith-board-of-directors-meetings

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
(Section 2-37 of Ordinance No. 24-10)

APPROVE MINUTES OF THE DECEMBER 2, 2014 REGULAR MEETING AND DECEMBER 9, 2014 SPECIAL MEETING

ITEMS OF BUSINESS:

1. Presentation: Recognition to outgoing elected officials

2. Ordinance to adopt the fiscal year 2015 Operating Budget and to provide other matters related thereto ** *Third and Final Reading* **

3. Ordinance establishing prices and fees for grave spaces and services at Oak Cemetery ~ *Discussed at the November 25, 2014 budget hearing* ~

4. Resolution adopting the Fort Smith Comprehensive Plan ~ *Weber/Merry placed on the agenda at the December 16, 2014 regular meeting* ~

5. Resolution approving and authorizing execution and delivery for filing of a precedent for a consent decree in litigation brought against the City by the United States of America and the State of Arkansas

6. Consent Agenda

   A. Ordinance to abandon a public utility easement located in Horseshoe Ridge, an addition to the City of Fort Smith, Sebastian County, Arkansas

   B. Resolution granting a temporary revocable license for the placement of stationary gates, pedestrian gates, brick gate posts, gate footings, and brick wall within a public right-of-way and public utility easement and authorizing the Mayor to execute agreement *(Horseshoe Ridge)*

   C. Resolution authorizing the Mayor to execute an operating agreement with American Resort Management, LLC for the aquatics center at Ben Geren Regional Park *($96,772.00 / Parks Department / Budgeted – 1/8% Sales and Use Tax)*

   D. Resolution accepting the bid and authorizing a contract with Dixon Contracting Inc. for the construction of the West River Front Trail *($1,893,210.00 / Parks Department / Budgeted – 1/8% Sales and Use Tax)*

   E. Ordinance authorizing purchase of Compass Park fountain equipment from Fountain People, Inc., authorizing installation services contract with Creative Design Pools, LLC and declaring exceptional situations and waiving the requirements of competitive bidding *($334,465.00 / Parks Department / Budgeted - 1/8% Sales and Use Tax, Downtown Development Capital Outlay and CBID donation)*

   F. Resolution authorizing execution of utility easement granted to Oklahoma Gas and Electric Company (OG&E) for Fort Smith Fire Training Facility Project located on Fort Smith Department of Sanitation property

   G. Ordinance authorizing the Mayor to execute an agreement with Beautify Fort Smith for certain services for inhabitants of the City of Fort Smith

   H. Resolution authorizing the acquisition of real property interests for the Town Branch Drainage Improvements, Phase III, Project No. 11-06-B *($14,000.00 / Engineering Department / Budgeted – Sales Tax Program Fund)*

   I. Resolution authorizing execution of aerial and underground electric easements in favor of Oklahoma Gas and Electric Company *("P" Street Pump Station)* *~ MOVED TO ITEM NO. 7, PER CITY ATTORNEY ~*

J. Resolution accepting completion of and authorizing final payment for the construction of May Branch Outfall Culvert Replacement, Project No. 12-06-E *($148,793.98 / Engineering Department / Budgeted – Sales Tax Program Fund)*

K. Resolution authorizing a time extension for the construction of May Branch Outfall Culvert Replacement, Project No. 12-06-E *(88 days)*

L. Resolution accepting completion of and authorizing final payment for the construction of Drainage Improvements, Phase C2, Project No. 12-06-C2 *($69,431.17 / Engineering Department / Budgeted – Sales Tax Program Fund)*

M. Resolution approving and authorizing execution of agreement for construction of improvements to public street, water and sanitary sewer facilities and for development and construction of private parking facilities with The Degen Foundation

N. Resolution authorizing an engineering services agreement for the design of a project in the 2015 Sales Tax Program *($300,000.00 / Engineering Department / Budgeted – Sales Tax Program Fund)*

7. Resolution authorizing execution of aerial and underground electric easements in favor of Oklahoma Gas and Electric Company *("P" Street Pump Station)*

8. Resolution naming the aquatic center at Ben Geren Regional Park, Parrot Island Waterpark

OFFICIALS FORUM ~ presentation of information requiring no official action

(Section 2-36 of Ordinance No. 24-10)

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments: Central Business Improvement District (1) and Parking Authority (1)

ADJOURN

2

ORDINANCE NO._____

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2015
OPERATING BUDGET AND TO PROVIDE OTHER
MATTERS RELATING THERETO

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

Section 1: The City of Fort Smith fiscal year 2015 Operating Budget is approved and authorized as on file in the City Clerk's office.

Section 2: The City Administrator is hereby authorized to transfer appropriated monies among and within authorized programs.

Section 3: The 2014 year end encumbrances are hereby appropriated in the 2015 Budget.

Section 4: All ordinances and resolutions in conflict with the budget hereby are amended to conform with the budget hereby approved.

PASSED AND APPROVED THIS 2nd DAY OF DECEMBER 2014.

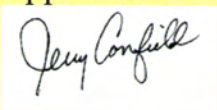
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
Publish One Time

City of Fort Smith
FY15
Budget Comparison Summary-General Fund

	Estimated FY14	Budget FY15	Increase (Decrease)	Projected FY16
Revenues				
Intergovernmental	$ 4,354,652	$ 3,202,314	$ (1,152,338)	$ 3,253,514
Taxes and Assessments	33,873,096	34,345,838	472,742	34,919,898
Court Fines and Forfeitures	2,270,000	2,225,000	(45,000)	2,225,000
Licenses and Permits	1,335,120	1,462,400	127,280	1,470,000
Service Charges and Fees	639,851	663,623	23,772	665,623
Miscellaneous	922,467	1,076,069	153,602	1,083,293
Transfers	2,918,633	2,991,310	72,677	3,064,600
Total	$ 46,313,819	$ 45,966,554	$ (347,265)	$ 46,681,928
Expenditures				
Policy and Administration Services	$ 2,719,327	$ 2,706,370	$ (12,957)	$ 2,737,673
Management Services	2,585,295	2,775,376	190,081	2,785,791
Development Services	2,879,953	2,832,896	(47,057)	2,863,162
Police Services	15,495,608	16,443,600	947,992	16,516,700
Fire Services	15,455,967	13,457,850	(1,998,117)	13,811,870
Operation Services	8,747,312	7,501,930	(1,245,382)	8,189,524
Non-Departmental	2,884,517	2,396,860	(487,657)	2,510,525
Total	$ 50,767,979	$ 48,114,882	$ (2,653,097)	$ 49,415,245
Excess (Deficiency) Revenues Over Expenditures	$ (4,454,160)	$ (2,148,328)	$ 2,305,832	$ (2,733,317)
Fund Balance, Beginning of Year	10,065,932	5,611,772	(4,454,160)	3,463,444
Fund Balance, End of Year	$ 5,611,772	$ 3,463,444	$ (2,148,328)	$ 730,127

City of Fort Smith
FY15
Budget Comparison Summary-Street Maintenance Fund

	Estimated FY14	Budget FY15	Increase (Decrease)	Projected FY16
Revenues				
Intergovernmental	$ 5,603,585	$ 5,612,206	$ 8,621	$ 5,612,206
Taxes and Assessments	2,056,000	2,097,120	41,120	2,139,000
Licenses and Permits	170,448	165,000	(5,448)	165,000
Miscellaneous	8,355	8,500	145	8,500
Total	$ 7,838,388	$ 7,882,826	$ 44,438	$ 7,924,706
Expenditures				
Policy and Administration Services	$ 162,574	$ 160,119	$ (2,455)	$ 165,214
Management Services	410,351	425,934	15,583	428,503
Development Services	75,164	77,807	2,643	77,877
Operation Services	6,589,748	6,673,440	83,692	6,641,806
Non-Departmental	739,982	492,185	(247,797)	577,400
Total	$ 7,977,819	$ 7,829,485	$ (148,334)	$ 7,890,800
Excess (Deficiency) Revenues Over Expenditures	$ (139,431)	$ 53,341	$ 192,772	$ 33,906
Fund Balance, Beginning of Year	1,572,231	1,432,800	(139,431)	1,486,141
Fund Balance, End of Year	$ 1,432,800	$ 1,486,141	$ 53,341	$ 1,520,047

City of Fort Smith
FY15
Budget Comparison Summary-Water and Sewer Operating Fund

	Estimated FY14	Budget FY15	Increase (Decrease)	Projected FY16
Revenues				
Services Charges and Fees	$ 36,766,429	$ 37,366,120	$ 599,691	$ 38,023,284
Miscellaneous	114,317	117,000	2,683	117,000
Total	$ 36,880,746	$ 37,483,120	$ 602,374	$ 38,140,284
Expenses				
Policy and Administration Services	$ 390,318	$ 391,356	$ 1,038	$ 404,472
Management Services	2,776,997	2,747,129	(29,868)	2,776,445
Development Services	282,218	269,807	(12,411)	271,312
Operation Services	35,363,124	35,384,300	21,176	34,464,920
Non-Departmental	337,100	363,610	26,510	367,400
Total	$ 39,149,757	$ 39,156,202	$ 6,445	$ 38,284,549
Excess (Deficiency) Revenues Over Expenditures	$ (2,269,011)	$ (1,673,082)	$ 595,929	$ (144,265)
Working Capital, Beginning of Year	9,384,941	5,685,930	(3,699,011)	3,562,848
Working Capital, End of Year	$ 7,115,930	$ 4,012,848	$ (3,103,082)	$ 3,418,583
Adjustment for CIP Transfers	(1,430,000)	(450,000)	980,000	(850,000)
Adjusted Working Capital, End of Year	$ 5,685,930	$ 3,562,848	$ 2,123,082	$ 2,568,583

City of Fort Smith
FY15
Budget Comparison Summary-Sanitation Operating Fund

	Estimated FY14	Budget FY15	Increase (Decrease)	Projected FY16
Revenues				
Service Charges and Fees	$ 12,982,378	$ 13,071,000	$ 88,622	$ 13,117,000
Miscellaneous	20,131	32,300	12,169	32,300
Total	$ 13,002,509	$ 13,103,300	$ 100,791	$ 13,149,300
Expenses				
Policy and Administration Services	$ 204,771	$ 202,425	$ (2,346)	$ 208,940
Management Services	791,649	804,671	13,022	811,421
Operation Services	10,854,403	9,802,350	(1,052,053)	9,298,000
Non-Departmental	1,815,479	1,810,146	(5,333)	1,822,400
Total	$ 13,666,302	$ 12,619,592	$ (1,046,710)	$ 12,140,761
Excess (Deficiency) Revenues Over Expenditures	$ (663,793)	$ 483,708	$ 1,147,501	$ 1,008,539
Working Capital, Beginning of Year	3,122,590	1,758,797	(1,363,793)	1,542,505
Working Capital, End of Year	$ 2,458,797	$ 2,242,505	$ (216,292)	$ 2,551,044
Adjustment for CIP Transfers	(700,000)	(700,000)	0	(700,000)
Adjusted Working Capital, End of Year	$ 1,758,797	$ 1,542,505	$ (216,292)	$ 1,851,044

MEMORANDUM

December 1, 2014

TO: Ray Gosack, City Administrator

FROM : Kara Bushkuhl, Director of Finance

SUBJECT: 2015 Budget Hearing and Approval

During the budget review sessions with the Board, the following adjustments to the proposed 2015 Budget were made:

1. The reductions to the Transit program budget have an impact upon the reimbursement from the government. The net decrease in grant funding is $76,200.
2. The latest review of franchise fee revenue in 2014 to date indicates that an additional $50,000 will be received during 2014. This same increase is estimated for 2015 as well.
3. The adjustment for the Street Maintenance Fund ad valorem taxes for 2014 carries over to 2015 in the amount of $91,800 in additional revenue.
4. The estimated amount of revenue from amending the city's alcohol related permits and fees is $89,000 for 2015. The city's ordinances will need to be updated to reflect that the city will follow state law by charging the amounts authorized by the state.
5. Increased fees for cemetery plots are anticipated to generate an additional $25,000 for 2015.
6. The net effect of changes in expenditures for the District Court programs impacts the reimbursement from Sebastian County. The net increase in reimbursement is $6,829.
7. The transfer in from the Water and Sewer Fund to the Street Maintenance Fund of $60,000 for 2015 has been eliminated.
8. The 1% COLA and implementation of step/merit pay have been added to each program at a total cost of $1,425,808.
9. The positions eliminated include: 1 Police Records Clerk; 2 Patrol Officers; 2 parks positions – a lifeguard and a seasonal laborer; 1 Transit Dispatcher; and 1 Cross Connection Technician in Utilities. This reduces the total number of positions authorized for 2015 from 943.83 FTE to 936.83 FTE. This compares to the authorized positions in 2014 of 943.33 FTE. The net decrease to appropriations in 2015 is $309,790.
10. The 1% reduction in the operating costs in all General Fund programs totaled $468,818 among all four operating funds. Due to the cost allocation for various General Fund programs, the Street Maintenance Fund and the Water & Sewer Operating Fund reflect reductions as well as the General Fund.

The attached summary schedule provides the details of the above adjustments to the 2015 Budget. The schedules attached to the 2015 Budget adoption ordinance have been amended to reflect all of these changes.

I recommend the approval of the 2015 Budget, as amended.

If you have any questions or require more information, please do not hesitate to contact me.

pc: Jeff Dingman

3

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING PRICES AND FEES FOR
GRAVE SPACES AND SERVICES AT OAK CEMETERY

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

SECTION 1: The following prices for grave spaces and fees for services are hereby established for Oak Cemetery:

(a) The price of all grave spaces in Oak Cemetery shall be $550.00 per space.

(b) The fee for making a grave space opening and closing shall be the sum of $550.00 on any weekday, Monday through Friday, and shall be the sum of $700.00 on Saturday, Sunday, or holiday observed by the City of Fort Smith.

(c) The fee for making an inurnment of niches shall be the sum of $200.00 on any weekday, Monday through Friday, and shall be the sum of $300.00 on Saturday, Sunday, or holiday observed by the City of Fort Smith.

(d) The fee for making a grave space opening and closing for cremated remains and for infants shall be the sum of $200.00 on any weekday, Monday through Friday, and shall be the sum of $300.00 on Saturday, Sunday or holiday observed by the City of Fort Smith.

(e) The fee for the disinterment of any person shall be the sum of $1,000.00 and any additional costs directly related to the disinterment. The fee for the disinurnment of any cremains shall be the sum of $300.00 and any additional costs directly related to the disinurnment. The fee for

the disinterment of any infant shall be the sum of $300.00 and any additional costs directly related to the disinterment.

SECTION 2: All ordinances and parts of ordinances in conflict with the provisions of Section 1 of this Ordinance are repealed.

SECTION 3: Although referred to by Fort Smith Municipal Code Section 7-30(a), the codifier of the Fort Smith Code shall not codify the prices and fees established by Section 1 of this Ordinance. The codifier shall delete the provision of Section 7-30(b) from the Fort Smith Municipal Code.

SECTION 4: This Ordinance, not being of a general or permanent nature, shall be of full force and effect from its passage and approval.

Passed and approved this _____day of December, 2014.

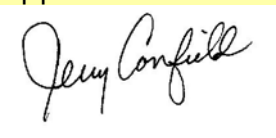
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney
No Publication Required

PARKS RECREATION
FORT SMITH

Memo:

December 12, 2014

To: Ray Gosack, City Administrator
From: Jeff Dingman, Deputy City Administrator
Re: Oak Cemetery proposed rate increase

In response to the Board of Directors' discussion of cemetery rates as additional revenue to augment the FY2015 city budget, the attached ordinance increases the Oak Cemetery rates to the level recommended by the Oak Cemetery Commission in February 2013. The Oak Cemetery Commission recommend increases in rates for grave spaces, opening and closing graves, inurnment of cremains, and disinterments. In a survey of cemetery rates done in 2013 in Fort Smith, we found that the cemeteries in the city had raised their rates since our last survey and rate increase of 2004.

	Proposed Rate	Current Rate	Comparable Rates
Grave Space	550	400	750
Opening/Closing	550	400	675
Weekend & Holiday	700	600	775
Opening/Closing Infants, Cremains	200	100	275
Weekend & Holiday	300	200	375
Inurnment	200	100	Not Provided
Weekend & Holiday	300	200	Not Provided
Disinterment	1,000	600	Not Provided
Disinterment - Cremains	300	200	Not Provided
Disinterment – Infant	300	100	Not Provided

In the six (6) years prior to 2010, the revenues accounted for an average of thirty percent (30%) of the budgeted expenses. From 2010 to 2012, revenues accounted for an average of forty-six percent (46%). Increased revenues may have been a reaction to increased rates charged at other Fort Smith cemeteries. Oak Cemetery's rates are lower than the other cemeteries.

Summary	2013	2012	2011	2010
Spaces and Niches Sold	122	104	110	126
Interments, Inurnments	71	64	70	77
Revenue	$80,712	$60,600	$65,494	$59,474
Expense	$146,132	$135,895	$154,174	$139,304
	55.23%	44.59%	42.48%	42.69%

Comparison using proposed increase of $550	2013	2012	2011	2010
Spaces and Niches Sold, $550	67,100	57,200	60,500	69,300
Interments, Inurnments, $550	39,050	35,200	38,500	42,350
Revenue	106,150	92,400	99,000	111,650
	72.63%	67.99%	64.21%	80.14%

Please call if you have any questions regarding the proposed rate increase.

4.

RESOLUTION NO._____

A RESOLUTION ADOPTING THE FORT SMITH COMPREHENSIVE PLAN

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

WHEREAS the Mayor and Board of City Directors recognized the need for an update to the 2002 Comprehensive Plan to guide the growth and progress of the City of Fort Smith, and;

WHEREAS the Mayor and Board of City Directors decided to meet this need through the development of a comprehensive planning process with the goal of involving all groups and individuals within the community, and;

WHEREAS the citizen participation was hugely successful and the Mayor and Board of City Directors wish to thank all of the Comprehensive Plan Steering Committee members as well as the citizens of Fort Smith, and;

WHEREAS this process has resulted in the creation of an updated Comprehensive Plan document known as Future Fort Smith that will guide decision and policy making for the City of Fort Smith, and;

WHEREAS the updated document was unanimously recommended for approval by the City Planning Commission and the Comprehensive Plan Steering Committee;

NOW THEREFORE BE IT RESOLVED that the Board of City Directors hereby adopt this document as the official Comprehensive Plan for the City of Fort Smith.

This Resolution is adopted this _____ day of December, 2014.

APPROVED:

_____

Mayor

ATTEST:

_____

City Clerk

Approved as to Form:

_____

City Attorney

PHASE I - 1 MONTH

Mobilization

Project Scoping

Organizational Plan

Data Book

Kickoff Events

Board of Directors / Planning Commission Briefing

Open House # 1

"Introduction to the Process"

PHASE II - 10 MONTHS

Vision / Community Assessment (5 months)

Articulating the Vision

Forum Series #1

"Issues and Aspirations"

Community Assessment

- Land Use / Development Pattern
- Demographics
- Economics / Market Analysis
- Housing & Neighborhoods
- Community Character
- Transportation / Infrastructure
- Public Facilities / Services
- Natural / Cultural Resources

Dynamics of Growth & Change / Future Scenarios (5 Months)

Dynamics of Growth

- Growth Projections
- Susceptibility to Change
- Factors for Change
- Trend Scenario Development

Forum Series #2

"Imagining Alternative Futures"

Open House #2

"Selecting a Preferred Future"

Board of Directors / Planning Commission Briefing

PHASE III - 6 MONTHS

Plan Development

Strategic Directions

- Goals
- Policies
- Strategies and Actions

Implementation Plan

Draft Plan Document

Open House #3

"Public Plan Review"

Final Plan Document

Board of Directors / Planning Commission Review and Adoption

A COMPREHENSIVE PLAN FOR THE CITY OF FORT SMITH, ARKANSAS

December, 2014

Comprehensive Plan Steering Committee Endorsement

December 8, 2014

Fort Smith Planning Commission Adoption

December 9, 2014

Fort Smith Board of Directors Adoption

December 16, 2014

Prepared by WRT for The City of Fort Smith

With Support From Ricker Cunningham, Williams/Crawford, and Mindmixer

ACKNOWLEDGEMENTS

Citizens of Fort Smith

Fort Smith Board of Directors 2013-14

Sandy Sanders, Mayor
George Catsavis
André Good
Keith Lau
Mike Lorenz
Philip H. Merry, Jr.
Kevin Settle
Pam Weber

Planning Commission 2013-14

Bob Cooper, Jr.
Brandon Cox
Steve Griffin
Michelle Hood
Rett Howard
John Huffman
Don Keesee
Walton Maurras
Vicki Newton
Jennifer Parks
Michael Redd
Marshall Sharpe
Richard Spearman

Comprehensive Plan Technical Resource Team

Ray Gosack - City Administrator
Jeff Dingman - Deputy City Administrator
Mike Alsup – Director of Parks and Recreation
Wally Bailey – Director of Development Services
Russell Gibson – Director of Information and Technology
Claude Legris – Director of the Fort Smith Convention and Visitors Bureau
Kevin Lindsey – Chief of Police
Baridi Nkokheli - Director of Sanitation
Steve Parke – Director of Utilities
Mike Richards – Fire Chief
Greg Riley – Director of Streets and Traffic Control
Ken Savage – Director of Transit
Stan Snodgrass – Director of Engineering
Tracy Winchell – Communications Manager

Comprehensive Plan Steering Committee 2013-14

Bobby Aldridge
Donna Bragg
Rob Coleman
John Cooley
Dr. Leroy Cox
Joel Culberson
Rham Cunningham
Ed Devero
Jack Green
Pete Hanham
Michelle Hood
Galen Hunter
Matt Keep
Teresa Keller
Bruce King
Zena Marshall
Mitch Minnick
Alex Nguyen
Megan Raynor
Alex Sanchez
Sam Sicard
Jeff Smith
Jim Spears
Sherry Toliver
Rocky Walker
Ulysses Washington
Phil White
Whitney Yoder

City of Fort Smith Planning & Zoning

Sincere thanks to all other organizations and participants throughout the planning process.

TABLE OF CONTENTS

EXECUTIVE SUMMARY.....01
Executive Summary 02

BACKGROUND + PLANNING PROCESS.....07
Background 08
Planning process 09
Existing Conditions 14

AREAS OF COMMUNITY CONSENSUS.....51
Defining common ground 52
Future Fort Smith Vision 58
by 2035... 59
by 2035... 61
The Current Trend 62
Alternative Futures 66
The Preferred Future 70

PLAN ELEMENTS.....75
How to Use This Section: 76
Future Land Use 78
Economic Development 90
Housing & Neighborhoods 104
Community Character & Design 112
Transportation & Infrastructure 126
Public Facilities & Services 134
Natural & Cultural Resources 140

IMPLEMENTATION STRATEGY.....151
Implementing The Plan 152
Implementation Matrix 155

CHAPTER I

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The City of Fort Smith stands at an important juncture in its history. Like many former manufacturing centers across the U.S., the city experienced substantial economic losses over the past two decades. Between 2000 and 2010, the community grew by less than 6,000 people and shed thousands of jobs.

During the same period, Fort Smith's land area expanded by nearly 12 square miles by annexing a portion of the decommissioned area of Fort Chaffee. With future population projections indicating the continuation of modest growth rate trends, the community faces the conundrum of how to appropriately balance population and investment among the various sectors of the city, with limited fiscal resources.

The response to this challenge is that Fort Smith must exert influence on where and how future growth occurs, to maintain and increase investment in downtown and avoid obsolescence in existing neighborhoods, while continuing to support new development at Chaffee Crossing.

To do so, it is necessary to start with a new comprehensive plan that provides the "big new picture" for Future Fort Smith –an over-arching vision and a set of strategic directions to set a new course, founded on the long-term vision of the city's residents.

The Existing Plan

Fort Smith adopted its first citywide Comprehensive Plan in 2002 as both a physical plan for future growth and development, as well as a day-to-day decision-making guide for city staff and elected and appointed officials.

The 2002 plan was intended to be a working document that would be reviewed, amended, and updated as needed and as elements of the plan are implemented. Although the document effectively served to guide decisions and municipal functions, no amendments to the plan were adopted over the subsequent ten years, and the first comprehensive analysis of its implementation occurred in October of 2011. At the time, the Board of Directors decided to undertake a Plan Update with the assistance of a consultant team to facilitate a public engagement strategy and produce an updated Fort Smith Comprehensive Plan.

Following a rigorous solicitation process, a team led by WRT Planning and Design was selected based on their extensive experience, technical competence, and a record of successful action-oriented comprehensive planning.

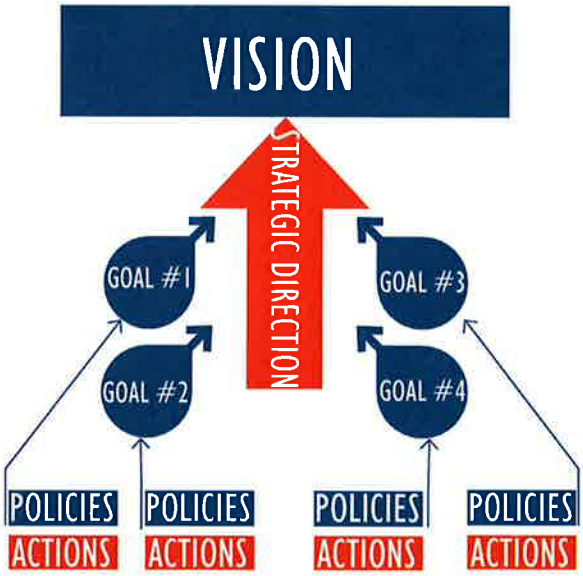
The Purpose of a Comprehensive Plan

The Future Fort Smith Comprehensive Plan is a document containing goals, policies, and actions that define and support a common vision and purpose. The Plan sets a direction that will be used by the city of Fort Smith to proactively manage future change. While the present document is an update, the original purpose of the Comprehensive Plan remains as stated below:

"The Comprehensive Plan provides goals, policies, and land planning principles for guiding the future development of the City. It is used to assist the Planning Commission, the Board of Directors and City Staff as they make decisions on land use and zoning issues, capital improvement programming, transportation, and coordination efforts with other jurisdictions and agencies. It also serves as a guide to creating the future Fort Smith envisioned by the community as a whole."

The Future Fort Smith Comprehensive Plan is comprehensive in the topics that it addresses and in its geographic scope, encompassing the city as a whole. The legal authority to implement and track the progress of the Plan, stated in Title 14 of the Arkansas Statutes and Codes, resides with the Planning and Zoning Commission.

The overarching goal that guides the comprehensive plan is the community-based Vision Statement and supporting Strategic Directions. The plan document is organized consistent with this framework, with each goal and policy identified with the Strategic Direction it is intended to support. Although the content of the plan is formatted to align with specific topic-based elements, this connection to the Vision Statement ties each specific action directly back to the community's Vision for the Future of Fort Smith.



Key Challenges & Opportunities

As part of the process to update the 2002 Fort Smith Comprehensive Plan, a Community Assessment was developed to characterize the challenges and opportunities currently facing the city of Fort Smith. The Community Assessment focused on using available data to analyze existing conditions, trends, deficiencies, and key challenges. This document provided the information necessary to develop policy recommendations for the plan, and established a baseline to measure progress in implementation.

Based on key findings from the Community Assessment, the five greatest challenges and opportunities facing the Fort Smith over the next two decades include:

1. **Promoting Economic Diversification:** While the Fort Smith MSA lost over one third of its manufacturing workforce during the last decade, employment in sectors such as Health, Education and Government grew apace and will continue to do so in the future, along with the Professional and Business Services, Financial Activities, Leisure and Hospitality sectors. When combined with a high educational attainment, the presence of the University of Arkansas Fort Smith, and a younger and more diverse population offer great potential for the city's economic growth and diversification.

2. **Capitalizing on Location:** Fort Smith is strategically located just south of I-40, which links North Carolina to California and the many employment hubs and tourist destinations in between. Interstate 540 (Hwy 71) connects the city to I-40. With I-49 now under construction–its easternmost bridge bisecting Chaffee Crossing next to Fort Chaffee–Fort Smith will be at the crossroads of two of the nation's most traveled interstates, along with major rail and waterway transportation connections, creating tremendous opportunities for becoming a regional transportation hub for future commerce.

3. **Integrating the Riverfront:** The city is uniquely situated at a sweeping bend of the Arkansas River which wraps three sides of the city as the river flows from Oklahoma to the southeast. Although the amphitheater and several other civic facilities exist or are planned to enjoy a riverfront location, the connection to the river remains largely unfulfilled.

4. **Maintaining Neighborhood Livability:** Fort Smith has numerous well established stable neighborhoods, however, as these neighborhoods age and the areas around them transition, there is a need for both preservation and neighborhood stabilization efforts, as well as redevelopment strategies to introduce mixed-use development and to diversify housing types in response to changing housing preferences. There are also opportunities for new neighborhood nodes to target redevelopment into certain areas of the city.

5. **Enhancing Community Character:** Fort Smith has a proud, colorful heritage dating back to the days of Judge Parker on the edge of the old west frontier. The present day image is one of perseverance and resiliency; stability and change; movement and balance. There are challenges and opportunities in celebrating this image of Fort Smith–in looking back on the city's historic roots while looking forward to sustainable development solutions.

Strategic Directions

The plan update process started with the creation of a community-based Vision Statement that describes what "we, the citizens" want our community to be like in the future. At its core, the vision of Future Fort Smith is one where the city is recognized throughout the region and the nation as an exceptional community, characterized by its authenticity and proud frontier heritage, its outstanding quality of life, home town character, vibrant downtown, and scenic riverfront.

The Vision Statement was adopted in October of 2013. Subsequently, the community selected a Preferred Future based on the Vision.

Together, the Vision and Preferred Future served to establish the plan's foundation of Strategic Directions – four key courses of action designed to lead Fort Smith to the achievement of the community's Vision and Preferred Future. These Strategic Directions are:

- Retaining and Enhancing Community Character and Quality of Life
- Promoting Sound Growth and Development
- Growing and Diversifying Our Economy
- Uniting or People, Institutions and Government

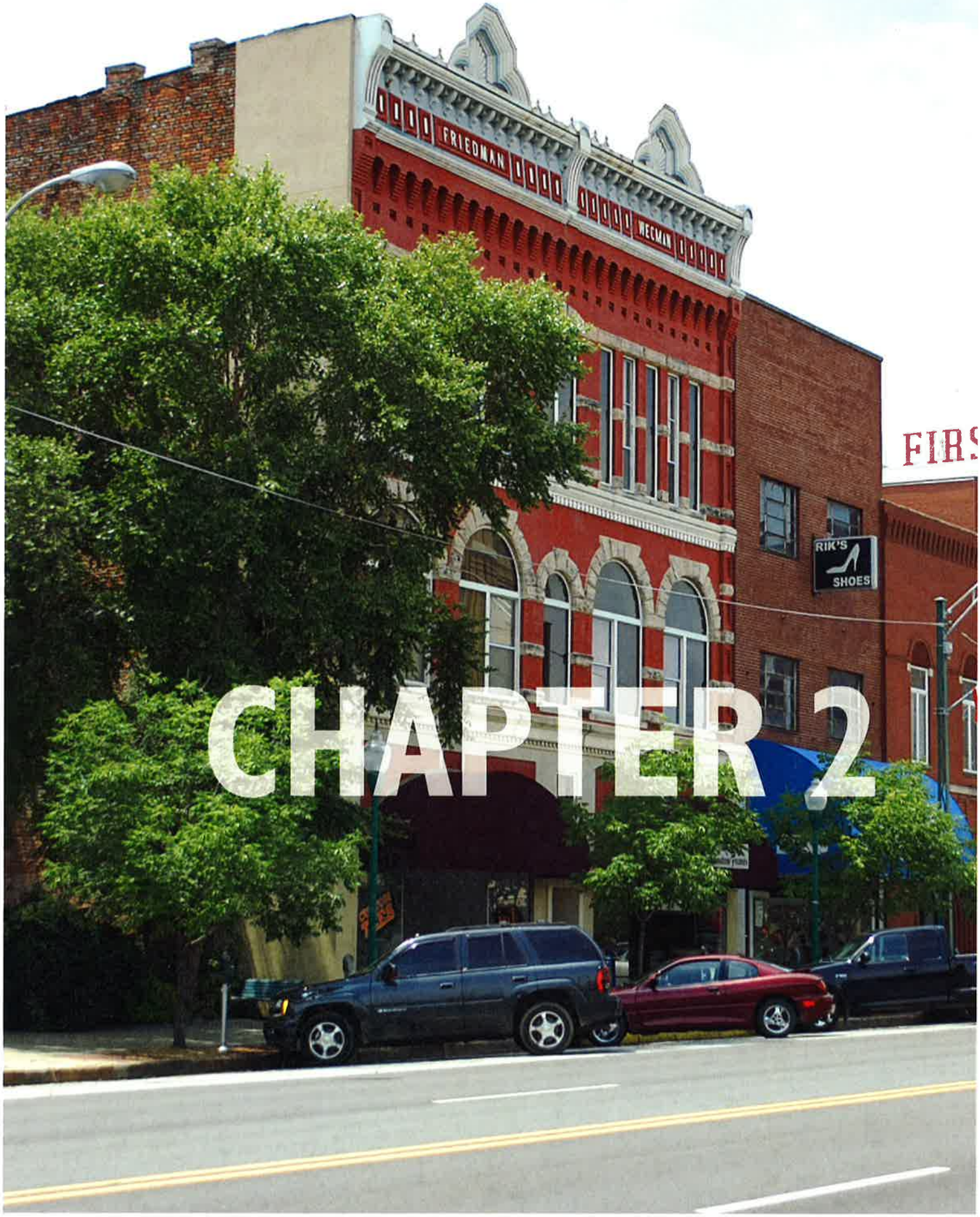
A Focus on Action

A comprehensive plan is meant to provide a framework for decision-making by elected officials, but if it mostly sits on a shelf, all it will ever be is a nice reference document. The success of the plan can only really be measured through the evidence of results. In turn, results are only achieved through persistent, incremental action.

The Fort Smith Comprehensive Plan Update is an action-oriented plan. It translates the Plan's goals and policies into

nearly 200 actions that the community intends to undertake over the next 20 years to advance the vision of Future Fort Smith established by residents through the planning process. The Plan's Implementation Strategy establishes the roadmap to get the city "from here to there" by identifying the metrics, anticipated timeframes and entities responsible for implementation of each action. Many of the Plan's actions will necessitate partnerships between several groups, including institutions, private sector, and nonprofit organizations.

This document is designed to be consulted and applied by city staff, Planning Commission, and elected officials on a daily basis when making decisions to accommodate change. As a measure of success, the Plan's recommendations should guide development processes, be built into programs and initiatives, and inform budgeting, capital improvements financing and fiscal strategies over time.



CHAPTER 2

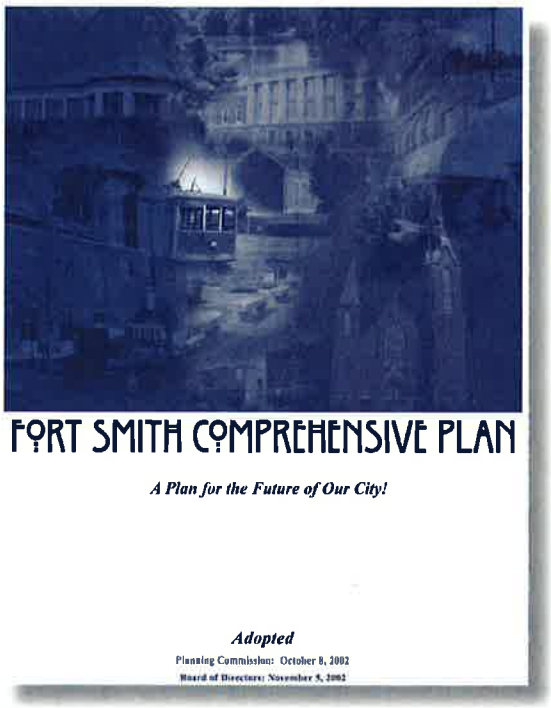
BACKGROUND + PLANNING PROCESS

BACKGROUND

The Existing Plan

The City of Fort Smith adopted its first Comprehensive Plan in 2002 as both a physical plan for future growth and development, as well as a day-to-day decision-making guide for City staff and elected and appointed officials. The need for a comprehensive plan was identified by the Fort Smith Board of Directors in 1999 based on several factors, including; the demilitarization and annexation of Fort Chaffee; new tourism and service industry development; a renewed focus on downtown; the evolution of the Westark Community College into the University of Arkansas-Fort Smith; and the consensus that the City lacked a common focus and documented direction to effectively reach its full potential. The plan was completed and adopted in 2002.

The 2002 plan was identified as a living document, with a long range focus, general in nature, and comprehensive in scope. Through the direction of a broad-based citizen Steering Committee, the consultant team and City staff worked with the community to identify key issues, examine alternative growth scenarios, and develop a policy framework with specific goals and recommended actions.



The City of Fort Smith's Existing Comprehensive Plan

The original plan was intended to be a working document that would be reviewed, amended, and updated as needed and as elements of the plan are implemented. Although the document effectively served to guide decisions and municipal functions, no amendments to the plan were adopted over the subsequent ten years. The first comprehensive analysis of its implementation occurred in October of 2011. City staff prepared a status update of the Plan's priorities and actions, and outlined potential options to make the plan more relevant by bringing it up to date. The Board of Directors ultimately decided to undertake a Plan Update with the assistance of a consultant team to facilitate a public engagement strategy and produce an updated Fort Smith Comprehensive Plan.

A request for proposals was issued in September of 2012, inviting planning firms to submit qualifications and proposed strategies to update the City's comprehensive plan. The request outlined the Board of Director's expectations that the plan update process include significant community engagement, and focus on innovative planning strategies. Following a review of proposals and a series of interviews, the final consultant team led by WRT was selected, with sub consultants specializing in interactive web-based community engagement, economic development, community outreach, and public relations. The team was selected based on their experience, technical competence, and a record of successful action-oriented comprehensive planning. The City of Fort Smith Board of Directors executed an agreement with the consultant team in January of 2013.

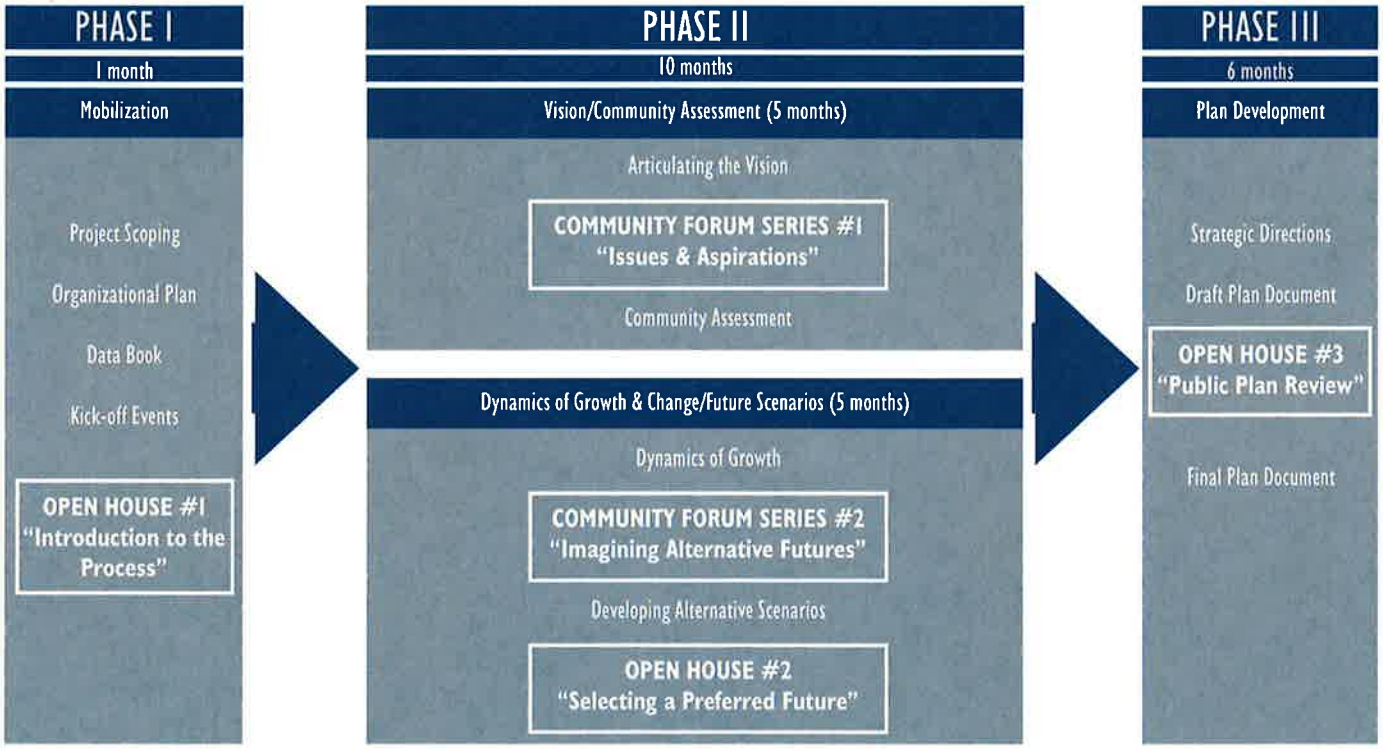
PLANNING PROCESS

Public Engagement Strategy

City staff and the consultant team focused on implementing a consistent and ongoing public engagement strategy to provide opportunities for meaningful community input throughout the entire plan update process. This strategy consisted of establishing a three phase planning process (outlined below) with a citizen-led advisory group, setting up an online forum for discussion, and convening community meetings at key points in the planning process.

The central component of this strategy was the appointment by the Board of Directors of a citizen-based Comprehensive Plan Steering Committee (CPSC) that would be tasked with working directly with the consultant team and City staff to guide, develop, and review plan content as well as serve as a link between residents at large and the Plan. Members of the CPSC were identified to represent a diverse range of residents from a variety of neighborhoods, economic sectors and business interests. In addition to their role of guiding the direction of the Plan update, it is the goal of the CPSC to remain engaged throughout the Plan's implementation and assist with tracking future progress.

With the CPSC established, community outreach efforts commenced by March of 2013 with the development of the "Future Fort Smith" logo and a new web-based citizen input platform managed by MindMixer on the FutureFortSmith.com website. This website served as a central location and ongoing communication platform for residents to remain continuously engaged in throughout planning process, particularly in between public meetings. Steering Committee members were identified along with the City's department heads and the consultant team on the site's "Who is listening" page. Over the course of the planning



process, over 400 residents registered through the site, which was linked to the City's Facebook page and a new Future Fort Smith Facebook page with over 850 "Likes." Online discussion topics ranged from community aesthetics and character, to economic development and education, with over 250 ideas posted, 4,150 unique site visits, and over 30,000 viewed discussions.

Kick-Off Event

The Comprehensive Plan update launched with a Kick-Off Open House on April 30th, 2013 as an opportunity to introduce residents to the planning process, provide background about the Comprehensive Plan, and invite everyone to participate at future meetings and on the MindMixer site. Members of the CPSC were present, along with City staff and the consultant team to ask residents about their "Fort Smith Story," and identify some of the key issues that should be addressed through a plan update.

A resident identifies "Cooperation" as his idea to improve the future in the Fort Smith Story exercise at the Kick-off Open House

Residents in attendance were also asked to think of a big and bold idea to improve the future of Fort Smith. Outcomes from the Kick-Off Open House were recorded and transcribed to the FutureFortSmith.com site to initiate the online discussions, establish the context for future community forum series, and the production of a Community Assessment.

The public meetings following the Open House were organized as a series of Community Forum events to provide multiple opportunities for resident input during different times of the day and/or different days of the week. This strategy also included the development and distribution of "Meetings-in-a-Box" and "Meetings-to-Go" as a resource for City staff and CPSC members to facilitate smaller scale meetings with local community groups and organizations.

Community Forum Series 1: Issues and Aspirations

The first Community Forum Series was held July 29th-30th, 2013 with the primary goal of establishing a shared community vision while encouraging an interactive dialogue about the City of Fort Smith today, and more importantly what it could become in the future. Participants were organized into small groups to engage in discussions facilitated by CPSC members, City staff, and the consultant team. Each group discussed the City's existing strengths and weaknesses, as well as projected opportunities and potential threats that the City will face in the near and long term future. Each resident had the opportunity to voice their ideas and work within the group to come to a consensus about their priorities.

The results of these meetings, and subsequent local "Meetings-in-a-Box," as well as input received through an online survey, were tabulated and synthesized to identify areas of consensus and establish common ground as the basis of an overall vision for the update to the Fort Smith Comprehensive Plan. A diverse mix of over 415 residents were directly involved in this visioning process, each identifying their priorities for the future of Fort Smith. The themes identified through this effort shaped the Vision Statement and provided direction throughout the remainder of the comprehensive planning process, including the development of the Policy Framework and Implementation Strategy.

Residents discuss opportunities for the future of Fort Smith at Community Forum Series 1

These meetings and discussions successfully explored the community's values and expectations for the future of Fort Smith, leading to a Vision Statement that says: "this is what we, the citizens want our City to be like in the future," and a series of Strategic Directions necessary to achieve that vision. The Vision Statement was then used to articulate the City's intended destination, comparing where Fort Smith stands today to where it is going in the future based on the dynamics of expected growth and change uncovered through the Community Assessment, or existing conditions analysis, (described in the following section.)

Community Forum Series 2: Imagining Alternative Futures

The second Community Forum Series was held on November 18th and 19th, 2013; with community members invited to participate in a "Chip Exercise" that involved coming to a consensus about where future development should occur in the city. Alternative futures, or potential scenarios, were developed by residents working in groups to distribute a fixed amount of projected growth across a fixed area, but in varying configurations.

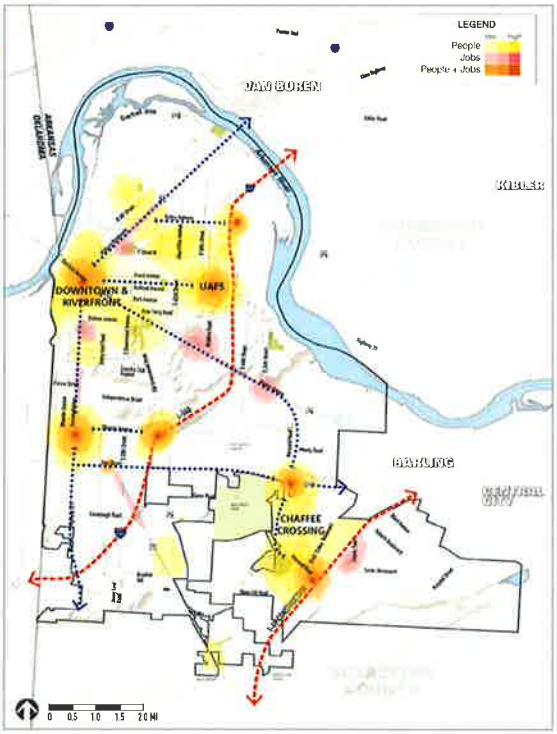
This process was initiated in Fort Smith by presenting the Trend Scenario to the community and asking what alternative patterns of growth residents want to see over the next twenty years that would help achieve the Future Fort Smith Vision Statement. Working in small groups, participants in these community meetings and subsequent Meetings-in-a-Box were asked to review the growth trend, compare it to the Vision Statement, and illustrate on a map where and how they would prefer to see Fort Smith grow in the future. Each group of participants were given a set of stickers representing a variety of land use types (mixed-use corridors, neighborhood

centers, high density residential, low density residential, retail/services, etc) and densities and worked together to place their development in their preferred patterns. Each participant had the opportunity to offer their ideas about the future density and location of people and jobs throughout Fort Smith and discuss how that growth would move the city toward achieving its vision. Over one hundred residents participated in these forum events and the results of this effort were synthesized to produce a series of alternatives that represented the concepts developed by residents.

Selecting a Preferred Future Open House

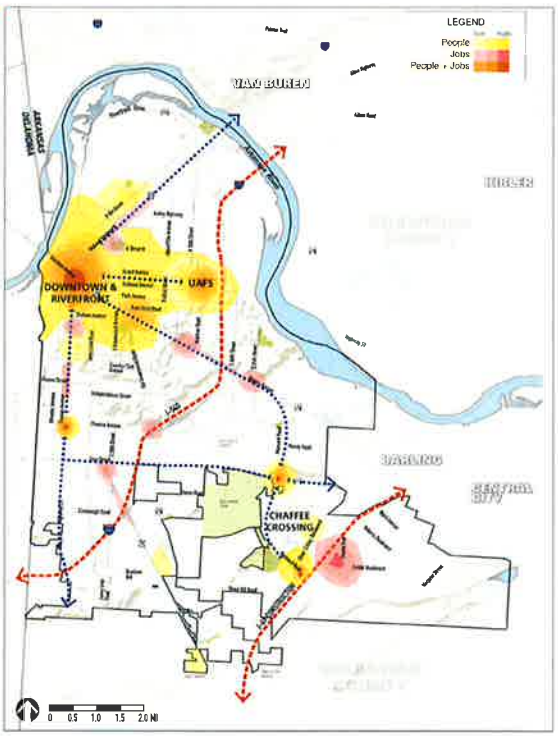
Once three distinct Alternative Scenarios were developed based on the outcomes of the Community Forum Series 2 Chip Game, residents were invited to an Open House on March 17, 2014 to review the information and asked to vote for their preferred future.

ALTERNATIVE A



GROWTH TREND

ALTERNATIVE B



In addition to the Trend Scenario, participants had two compact alternatives to select from as their preferred future; one with the majority of future development concentrated in the Downtown and Riverfront areas, and the other with growth clustered in centers at key intersections throughout the city. The results of the Alternative Futures Open House, and subsequent online voting through FutureFortSmith.com were tabulated and synthesized to develop a Preferred Future. This Preferred Future represents a citywide growth framework that will serve as Fort Smith's blueprint to achieve the community's vision.

Strategic Directions

With a community-based Vision Statement adopted and a Preferred Future established by residents, the CPSC held a joint workshop on May 12, 2014 with the City's department heads to confirm the plan's Strategic Directions and begin the development of a framework of policies and actions for the plan. By utilizing the Strategic Directions, or the four main elements of the Vision Statement;

- **Retaining and Enhancing Community Character and Quality of Life**
- **Promoting Sound Growth and Development**
- **Growing and Diversifying Our Economy**
- **Uniting or People, Institutions and Government**

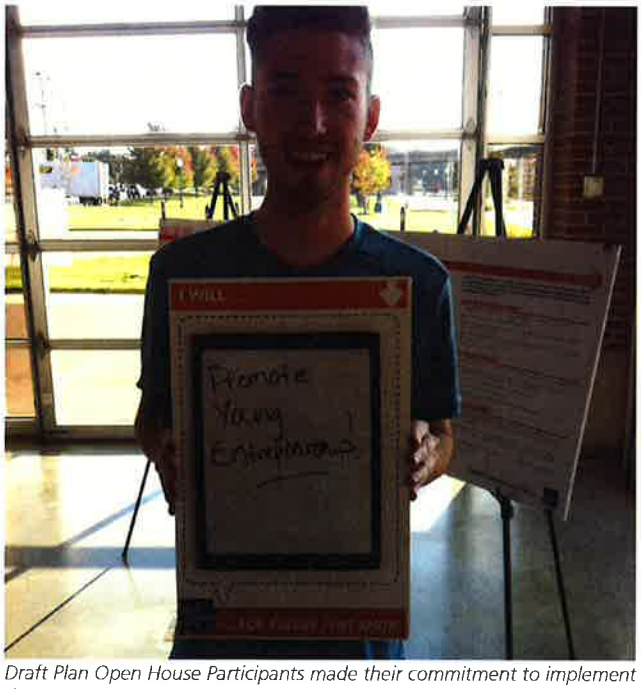
CPSC members were able to focus on identifying additional goals and policies to include with the plan update.

Policy Framework

A draft Policy Framework was developed collectively by the CPSC over the summer months of 2014, with input from City staff, the consultant team, and recommendations based on public input received throughout the planning process. The framework consists of specific Goals, Policies, and Actions that were identified under each of the Comprehensive Plan Elements, intended to achieve the over-arching goals of the Strategic Directions. A final draft of the Policy Framework was approved by the CPSC on September 8th, 2014, and presented to the Board of Directors for their direction to move forward on September 9th, 2014. This framework established the content outline for the updated Comprehensive Plan Elements and provided the consultant team with the direction needed to prepare a Draft Plan and Final Plan Update.

Draft and Final Plan Development

With direction from the CPSC and the Fort Smith Board of Directors, a Draft Plan was prepared and presented to the public for review at an Open House on October 21st, 2014. A series of stations at the event were hosted by CPSC members and the consultant team to provide an opportunity for residents to review the content in the Draft Plan, and ask any questions. Through this process, participants were able to see how the plan was developed, how it impacts them as residents, and more importantly what they can do as individuals to help implement the plan.



Draft Plan Open House Participants made their commitment to implement the Future Fort Smith Plan

EXISTING CONDITIONS

A Community Assessment was developed to provide the context to characterize the challenges and opportunities currently facing the city of Fort Smith. As part of the process to update the 2002 Fort Smith Comprehensive Plan, this report focused on using available data to analyze existing conditions, trends, deficiencies, and key challenges. In addition to providing the information necessary to develop policy recommendations, this analysis drove the development of the scenarios and the allotment of land use types in the Community Forum Series.

The report, available online, is organized according to comprehensive plan elements, with contextual data and analysis, in addition to the identification of key findings.

Population and Households

Fort Smith remains the largest city in the Fort Smith Metropolitan Statistical Area (MSA), growing at a 0.7% average annual rate over the period 2000 to 2010. The larger MSA, as well as the State of Arkansas, grew at comparable, if slightly higher, rates over the same period. Despite the losses in manufacturing jobs over the last decade, the City has continued to exhibit steady and slow growth. Current projections show slightly lower population growth rates for all three areas over the next 5 to 10 years (Figure 2.1). Growth in households shows a similar trend for the City, MSA and the State, although average annual growth rates for households are slightly higher than for population, assuming a slight decrease in household sizes over time (Figure 2.2).

Ethnicity & Race

Race data, summarized in Figure 2.3, shows greater diversity in the City, with slightly more non-white residents, including African-Americans, compared to the MSA. The portion of the population identifying as non-white increased by 46.3% while the population identifying as "some other race" increased by over 100%.[1] The Hispanic population is 18% in

1 City of Fort Smith; US Census Bureau

FIGURE 2.1: POPULATION GROWTH

INDICATOR	CITY OF FORT SMITH	FORT SMITH MSA	STATE OF ARKANSAS
1990 Population	72,798	234,078	2,350,725
2000 Population	80,617	273,173	2,673,400
2010 Population	86,209	298,592	2,915,918
2015 Population*	89,400	309,400	3,018,300
2020 Population*	91,900	321,685	3,139,300
2025 Population*	94,400	333,700	3,260,400
2035 Population*	100,200	357,676	3,506,900
Annual Growth Rates**			
2000-2010	0.7%	0.9%	0.9%
2010-2015	0.7%	0.7%	0.7%
2015-2025	0.6%	0.8%	0.8%
2015-2035	0.6%	0.7%	0.8%

**Projected*
***Compound Average Annual Growth Rate*
Source: US Census Bureau; UALR Institute for Economic Advancement; Frontier MPO; Oklahoma Dept. of Commerce; Claritas, Inc; and Ricker I Cunningham

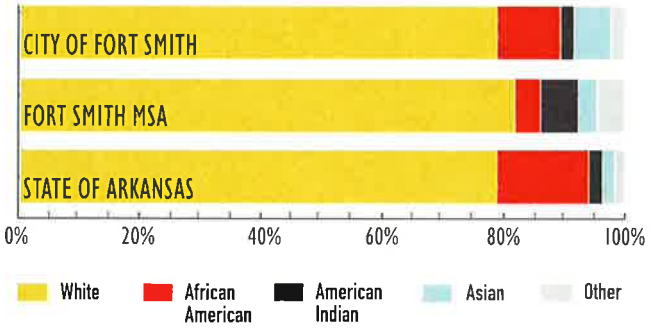
FIGURE 2.2: HOUSEHOLD GROWTH

INDICATOR	CITY OF FORT SMITH	FORT SMITH MSA	STATE OF ARKANSAS
2000 Households	32,582	104,614	1,042,696
2010 Households	34,352	115,169	1,147,084
2015 Households*	35,700	119,200	1,189,600
2025 Households*	38,200	129,800	1,292,800
2035 Households*	41,000	139,800	1,395,100
Annual Growth Rates**			
2000-2010	0.5%	1.0%	1.0%
2010-2015	0.8%	0.7%	0.7%
2015-2025	0.7%	0.8%	0.8%
2015-2035	0.7%	0.8%	0.8%

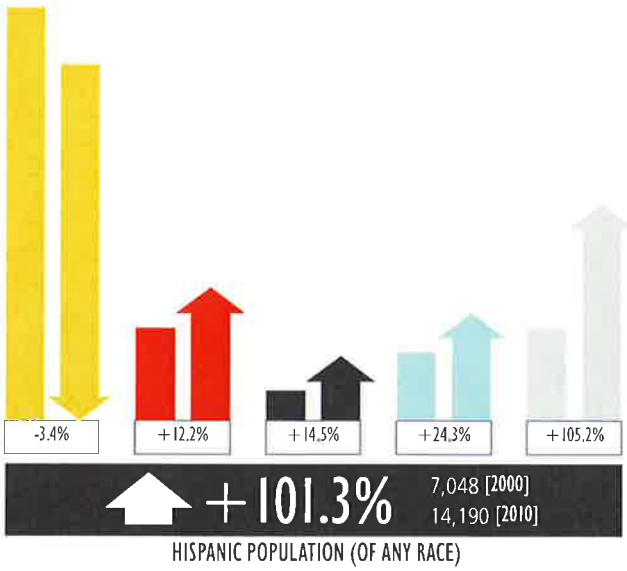
**Projected*
***Compound Average Annual Growth Rate*
Source: US Census Bureau; UALR Institute for Economic Advancement; Frontier MPO; Oklahoma Dept. of Commerce; Claritas, Inc; and Ricker I Cunningham

the City, compared to 6% in the state, and 9% in the MSA. Over the decade between 2000 and 2010, as has happened throughout many U.S. cities, the Hispanic population in the City grew at an average annual rate of 7.3%, over ten times faster than the total population. Without the increase in the Hispanic or Latino population between 2000 and 2010, the city would have experienced a population loss of over 1,000. The increase in diversity is even more apparent in school enrollment demographics with 28.6% of school children identifying as Hispanic or Latino and 11.5% identifying as African American. Although the city is becoming increasingly

FIGURE 2.3: RACE & ETHNICITY



Source: US Census Bureau, Claritas, Inc., And Ricker | Cunningham



Source: US Census Bureau for the City of Fort Smith; Percent Change between 2000 and 2010.

WHAT HAS CHANGED?

- **FORT SMITH GREW BY LESS THAN 6,000 BETWEEN 2000 AND 2010.**
- **THE CITY'S LAND AREA EXPANDED BY ALMOST 12 SQUARE MILES.**
- **CHAFFEE CROSSING IS A CENTER OF RESIDENTIAL, INDUSTRIAL, AND COMMERCIAL ACTIVITY.**
- **THE FORT SMITH MSA HAS LOST OVER A THIRD OF ITS MANUFACTURING WORKFORCE AND ABOUT 13,000 JOBS TOTAL.**
- **EMPLOYMENT IN OTHER SECTORS, SUCH AS HEALTH AND EDUCATION AND LOCAL GOVERNMENT GREW APACE.**

racially diverse, whites still make up almost 70% of the population followed by African Americans at 9% and Asians at 5.3% of the population.

Household Characteristics

The U.S. Census defines a "family" household as two or more related persons living together in the same dwelling. As shown in Figure 2.4, over one-third of City residents live in non-family household arrangements (either single or unrelated roommates). In comparison, the MSA has 31 percent, and the State has 32 percent of their households living in non-family situations. This is also reflected in the

FIGURE 2.4: HOUSEHOLD CHARACTERISTICS

INDICATOR	CITY OF FORT SMITH	FORT SMITH MSA	STATE OF ARKANSAS
% Non-Family Households	38%	31%	32%
Average Household Size (2010)	2.45	2.55	2.47
% Renter (2010)	46%	31%	33%

Source: US Census Bureau, Claritas, Inc., And Ricker | Cunningham

lower average household size in the City and higher percent of renters. These figures likely show the impact of the University of Arkansas Fort Smith (UAFS), as cities with a strong university presence typically show a significantly higher share of renters.

Household Income Distribution

As shown in Figure 2.5, median household incomes in the MSA (Figure 2.7) and the State are slightly higher than those in the City, although the City has a number of households in high-income categories ($100,000+) that is comparable to the MSA.

FIGURE 2.5: HOUSEHOLD INCOME DISTRIBUTION

HOUSEHOLD INCOME RANGE	CITY OF FORT SMITH	FORT SMITH MSA	STATE OF ARKANSAS
$0 - 25,000	36%	34%	30%
$25 - 35,000	15%	14%	13%
$35 - 50,000	17%	16%	17%
$50 - 75,000	15%	19%	18%
$75 - 100,000	8%	8%	9%
$100 - 150,000	6%	7%	9%
$150,000 +	3%	2%	6%
Average Household Income	**$50,186**	**$47,581**	**$57,745**
Per Capita Income	**$17,462**	**$18,443**	**$24,265**

Source: US Census Bureau, Claritas, Inc., And Ricker | Cunningham

FIGURE 2.6: EMPLOYMENT GROWTH (FORT SMITH MSA)

INDUSTRY CATEGORY	2000	2013	% AVERAGE ANNUAL GROWTH
Mining and Construction	5,600	7,100	1.8%
Manufacturing	31,300	18,600	-3.9%
Trade, Transportation, and Utilities	22,500	25,600	1.0%
Information	1,900	1,400	-2.3%
Financial Activities	4,100	4,400	0.5%
Professional and Business Services	11,700	11,700	0%
Educational and Health Services	12,900	17,800	2.5%
Leisure and Hospitality	8,000	9,500	1.3%
Other Services	3,200	4,600	2,8%
Government	14,800	16,700	0.9%
Total	**116,000**	**117,400**	**0.1%**

Source: US Census Bureau, Claritas, Inc., And Ricker | Cunningham

Employment Growth

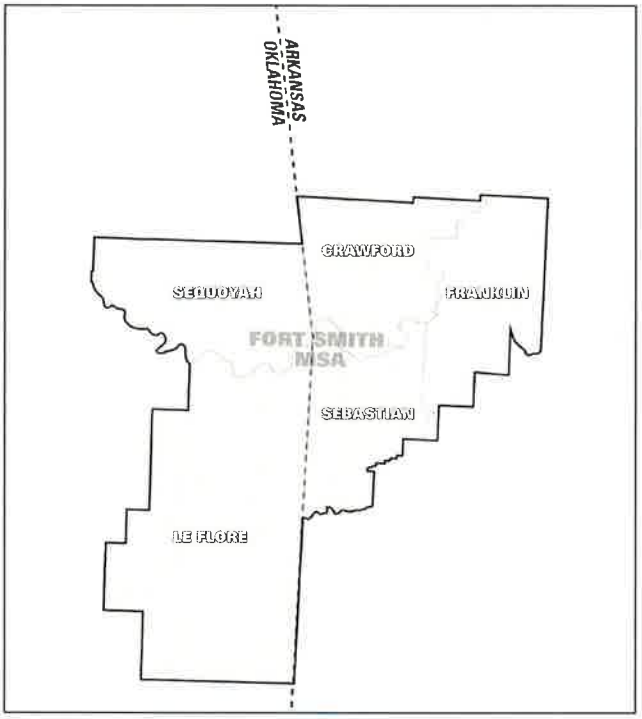
Figure 2.6 summarizes growth in employment for the Fort Smith MSA over the past 13 years. As shown, total employment in the MSA increased at a relatively flat rate of 0.1 percent annually, from 116,000 jobs in 2000, to 117,400 jobs in 2013 (as of July). The fastest growing industries over that time period included: Other Services; Educational and Health Services; and Mining and Construction. Industries which lost employees or remained constant included: Manufacturing; Information; and Professional and Business Services.

Market and Economic Conditions

The market analysis described below, focused on identifying market opportunities within a project trade area representative of multiple land uses. A trade area is a geographic region from which a project or specific area will draw the majority of its residents (housing), patrons (retail) and employees (office). The identified trade area will likely be a source of competition and demand. The boundaries of the trade area are often irregular as they are influenced by the following conditions:

- Physical Barriers – the presence of certain physical barriers including highways, arterials, and significant structures which influence driving and shopping patterns;
- Location of Possible Competition – inventory of potentially competitive project which could diminish the market share available to the project;
- Proximity to Population and/or Employment Concentrations –concentrations in an area which could translate into more population and households to support the project (density and "rooftops");
- Zoning – restrictive or favorable regulatory environment which will influence a developer's interest in delivering projects in one location vs. another;

FIGURE 2.7: FORT SMITH MSA MAP



- Market Factors – conditions which will set sale and lease prices, influence a developer's interest, or impact the project's revenue potential (value);
- Drive Times, Spending and Commuting Patterns – habits and patterns that have been established which could impact the project's ability to capture market share (or require re-education).

Development Climate

During the latter part of 2008, new real estate development throughout the United States nearly ceased to exist. In the years that followed, among those markets that have seen modest levels of activity, the nature of real estate evolved from what it was in earlier decades. Successful real estate development now requires a paradigm shift in underlying evaluation metrics. This, the new face of real

estate, is being driven by multiple factors including: limited development capital; technology; changing demographics and psychographics (lifestyle segmentation data); and more informed municipal policies.

Every year, the Urban Land Institute (ULI) and Pricewaterhouse Coopers release their Emerging Trends in Real Estate publication, an annual forecast of commercial real estate based on interviews with developers and investors. The following are trends and opportunities identified in the 2012 publication that could influence real estate development over the near- and mid-terms in and around the Fort Smith MSA.

Development Trends

- 'Generation Y', individuals aged 15 to mid-30s, a larger group than Baby Boomers, are more frugal, comfortable in smaller spaces, and desiring of living units convenient to work, shopping and recreation / entertainment districts supporting continued growth in mixed-use environments.
- Generation "X", now between 31 and 46, are redefining the "givens" of the past several decades. These individuals want equal parts traditionalism, work and leisure, but gravitate toward smaller, higher-quality homes.
- Individuals and couples ages 18 to 34 as well as empty nesters age 55 and over are two age segments who prefer low-maintenance housing options (e.g., downtown apartments and condos, townhomes and rowhouses, flats and co-ops). These two segments comprise 46% of the Trade Area population.
- Over the last several years and into the near term, consumers will seek ways to save on gas, shortening the desire to commute to work and shopping. This will generate more opportunities in urban infill and downtown markets.

FIGURE 2.8: RESIDENTIAL DEMAND BY TENURE (MSA)

TENURE	NEW UNITS	PERCENT
Rental	3,320	33%
Ownership	6,629	67%
Total	**9,949**	**100%**

Source: US Census Bureau, UALR Institute for Economic Advancement, and Ricker I Cunningham

FIGURE 2.9: RESIDENTIAL DEMAND BY TYPE ($15K+)

TYPE	NEW UNITS	PERCENT
Single Family Detached	3,979	65%
Single Family Attached	2,143	35%
Total	**6,122**	**100%**

Source: US Census Bureau, UALR Institute for Economic Advancement, and Ricker I Cunningham

- Ethnic retailing, non-store brick and mortar (smart phones) concepts, and experience show rooms will dominate the retail field.
- Big box retailers will continue to deliver new boutique stores, particularly in inner-city locations.

Market Demand

An analysis of the current performance of real estate products within an overall market, as well as competitive projects within a trade area, provides an indication of whether a property or area may be ready for new redevelopment. It also helps to identify potential gaps in the market—niches that new development and/or redevelopment could fill. In order to identify potential future market opportunities given the City's competitive position and prevailing market conditions, market demand estimates were prepared for residential, retail, and office land uses over the next 10 years. The information which follows presents a summary of current

demand conditions for competitive land uses within the Fort Smith Trade Area (Fort Smith MSA).

Residential Demand

Demand for residential units in Fort Smith is a function of projected household growth across a wider geography—in this case, the Fort Smith MSA. In other words, Fort Smith will compete with other locations in the MSA as a potential home for newly formed households, whether they arise through natural increase or net in-migration. The following residential demand is for the next ten years.

The 2013 base of 117,600 households is expected to grow at 0.8 percent annually to arrive at 127,354 households by 2023 – an addition of 9,754 units. Applying a 2 percent factor to account for a vacancy/turnover buffer, demolition and a modest amount of second-home purchase activity, results in an adjusted 10-year demand for approximately 9,949 units for the Fort Smith MSA. Based on current home ownership and rental rates, there should be demand for 3,320 additional rental units and 6,629 additional ownership housing units by 2023.

Figure 2.8 and Figure 2.9 show reasonable attainable demand for single family detached units in the Fort Smith MSA for households earning at least $15,000 per year. This analysis assumes that detached homes will account for around 65 percent of all ownership demand, with the balance coming in the form of attached products (condominium, townhome, rowhome, loft, patio home, etc.). Therefore, over the next ten years, the Fort Smith MSA could support approximately 3,979 new single family detached units.

This gross unit demand is further allocated into approximate income-qualified rent and home price groups. The analysis assumes a moderate increase in household incomes over time (using constant 2013 dollars), as employment conditions gradually improve over time. In other words, new households are expected to be somewhat more affluent than existing households.

Generally speaking, infill neighborhood areas are more suitable to attached ownership housing, particularly near a downtown or central business district. Neighborhoods in and around Downtown Fort Smith, which include significant areas of detached residential development, vacant land and marginal housing, would be potential candidates for this type of infill housing. For vacant areas, detached development could be relatively dense, with patio homes, bungalow courts and other small-lot development working within this relatively urban setting. Redevelopment of existing single-family home sites, however, would likely need to conform to current zoning and lot sizes. Demand for this type of ownership attached housing, shown in Figure 2.8, should total approximately 2,143 units, MSA-wide, over the next 10 years.

While condominium-type construction has been adversely impacted nationally by the mortgage lending crisis and over-building in recent years, the low-maintenance and potentially pedestrian-friendly aspects of attached housing should grow in share as it finds appeal among an aging Baby Boomer population as well as young professionals. This absorption could take the form of loft condominiums within upper floor commercial buildings, as well as in new townhome or rowhome construction on underutilized parcels scattered around Fort Smith.

The projected rental apartment demand for the Fort Smith MSA is 2,136 new units by 2023 (for households earning over $15,000). Fort Smith is well-positioned to attract prospective renters with its proximity to major employers and activity centers (e.g., UAFS).

Retail Demand

Future demand for retail space (including restaurant, entertainment, service, etc.) is determined by the potential level of retail expenditures in a given trade area from two sources: those dollars spent by trade area residents outside the trade area, or "leakage;" and those generated by new household growth. For each major retail category, current household retail expenditures (demand) were compared to current retail sales (supply) in the Trade Area to determine if there is a retail "surplus" (supply exceeds demand) or "leakage" (demand exceeds supply). Figure 2.10 shows that "leakage" exists in the following retail categories:

- Furniture and home furnishings;
- Food and beverage (grocery);
- Health and personal care;
- Clothing and accessories;
- General merchandise;
- Miscellaneous stores; and
- Food service and drinking.

The remaining categories currently have retail surpluses, i.e., supply exceeds demand. Projected demand from new household formation over the next ten years is determined by multiplying growth in households with that portion of household income typically spent on general retail and service purchases.

Office Demand

Demand for new office space is derived from two primary sources: expansion of existing industry; and the relocation of new companies into the market. Employment projections by

FIGURE 2.10: RETAIL LEAKAGE/VOID FORT SMITH MSA

Source: US Census Bureau, Urban Land Institute (ULI), and Ricker | Cunningham

industry classification for the Fort Smith MSA were used to estimate demand over the next 10 years. Applying current growth rate estimates by industry category nets an overall 0.5% sustained annual employment growth rate, resulting in demand for approximately 1,682 new office employees over the next 10 years. Assuming differing levels of office space needed across various industry categories, the analysis revealed demand for over 300,000 square feet of new office space over this period.

Industrial Demand

As with office, demand for new industrial space is derived from two primary sources: expansion of existing industry; and the relocation of new companies into the market. Employment projections by industry classification for the Fort Smith MSA were used to estimate demand over the next 10 years. Applying current growth rate estimates by industry category nets an overall 0.5% sustained annual employment growth rate, resulting in demand for approximately 1,241 new industrial employees over the next 10 years. Assuming differing levels of industrial space needed across various industry categories, the analysis revealed demand for nearly 500,000 square feet of new industrial space over this period.

FIGURE 2.11: SUMMARY OF MARKET DEMAND

LAND USE TYPE	MSA DEMAND (10-YEAR)
Residential (Units)	
Single Family Detached	3,979 Units
Single Family Attached	2,143 Units
Rental Apartments	2,136 Units
Residential Total	**8,258 Units**
Non-Residential (SF)	
Retail	3,207,619 SF
Office	302,788 SF
Industrial	496,372 SF
Non-Residential Total	**4,006,779 SF**

Source: Ricker I Cunningham

Fort Smith Housing

Market Demand Summary

Figure 2.11 summarizes potential Fort Smith MSA absorption of land uses over the next 10 years.

Housing

Between 1990 and 2010, housing in Fort Smith increased by 15%, or 4,845 housing units, while the population increased by just over 18% during the same period. Of the 35,341 housing units in the city, 49.1% are owner-occupied, 41.5% are renter-occupied, and 9.4% are vacant. The housing in Fort Smith is generally older with 34.8% of housing stock built before 1940 and only 12.25% constructed since 1990. While many of the pre-1940 structures have been well maintained, especially those within the City's three historic districts, there are pockets of blight and disinvestment in older neighborhoods north of Downtown Fort Smith. The city reported that more than 365 residential lots were being developed in 2012, pointing to an increased investment in housing.

The median value for owner-occupied houses in 2010 was $113,700, which was higher than the $105,100 median value for the state. However, median home value varies greatly between neighborhoods in the city. Some neighborhoods have median house values of twice the median for the city, while others have median house values of less than half that of the city.

The median rent for the city was seemingly affordable at $578 per month in 2010. However, 46.7% of renters in the city paid 30% or more of their household income in rent each month, which is considered unsustainable by federal standards. Subsidized and assisted housing is provided through 288 units in the Nelson Hall Homes public housing development, 1,239 Section 8 vouchers, and 172 low-income tax credit financed single-family and duplex homes at North Pointe and Clayton Heights.

While the exact number of homeless individuals is not known, a survey of the homeless population in Fort Smith revealed a 57% increase between 2007 and 2012. Both surveys, conducted by the Old Fort Homeless Coalition, documented the point-in-time count of Fort Smith's homeless population. The 2007 survey recorded 200 homeless persons while the 2012 survey recorded 314 homeless persons.[2] In addition to the voluntary surveys conducted by the Old Fort Homeless Coalition, Fort Smith Public Schools reports the status of homeless children. During the 2012-2013 school year, 343 Fort Smith children were homeless including those living in shelters, unsheltered, living in hotels, and unaccompanied youth.[3]

According to population projections and anticipated home ownership and rental rates, there will be an anticipated demand for 3,642 new single family housing units, and 1,819 new multi-family units by 2035. The city is in a position to both capture a larger portion of the growth from the MSA, as well as determine the most appropriate pattern to accommodate this growth over the next twenty years.

Neighborhoods

Fort Smith, recently named by Forbes as the number one city for cost of living in the United States, can be described as a city of neighborhoods. The neighborhoods in the southeast portion of the city south of I-540, have the highest median home values, the most affluent residents and the greatest access to amenities such as parks, recreation space, and local retail. The residential neighborhood located in the southeast of the city north of the airport, is typified by large houses in secluded subdivisions with a median house value of $221,388, the highest in the city. This neighborhood is also home to wealthier residents, with a median household income of over $70,000. Alternately, the neighborhoods in the northwest portion of the city have the lowest median home values, the highest concentrations of poverty, fewer amenities, and more industrial and commercial land uses. The North 11th Street / North L Street neighborhood in the north central portion of the city has a median income of less than $22,000 and is characterized by higher-density subdivisions with older, less maintained housing stock. The median home value in this neighborhood, the lowest for any neighborhood in the city, is $47,454.

Existing Land Use and Development

COMMUNITY STRUCTURE

Fort Smith is a city of neighborhoods; some with higher median incomes and home values to the southeast, and others with higher concentrations of poverty, lower median home values adjacent to more industrial and commercial land uses to the Northwest. As the City's population grows and continues to diversify over the next twenty years, these neighborhoods will be in a position to adapt in order to maintain and enhance the quality of life enjoyed by residents.

2 2011-2015 Consolidated Plan for Housing and Community Development; City of Fort Smith, Arkansas
3 Old Fort Homeless Coalition

Mercy Hospital Fort Smith

Clayton House

Downtown Fort Smith, Garrison Avenue

CORRIDORS & CENTERS

Fort Smith has a variety of commercial corridors and centers each with a unique character and identity. With the exception of Midland Boulevard, the majority of the commercial clusters within the city are located south of Garrison and Rogers Avenue, including Towson Avenue, Waldron Road, Zero Street, Highway 71, South 74th Street, and the emerging Phoenix Avenue, Massard Road, Kelley Highway, and Massard & Chad Colley Centers.

The oldest, most compact, and concentrated commercial center is located downtown within the Central Business Improvement District (CBID) along Garrison Avenue in the northwest section of the city. In 2012, sixteen new businesses opened in Downtown Fort Smith and private investments along the corridor reached over $3 million[4].

The Midland Boulevard corridor, located north of downtown, includes a mix of commercial, industrial, and recreational uses including the fairgrounds. To the south, Rogers Avenue is a major gateway and thoroughfare that provides connections to the northern and southern sections of the city including Chaffee Crossing, however, the quality of the landscape and the development along this corridor is substantially lacking. Significant challenges facing Rogers Avenue include growing commercial obsolescence as retail moves to new centers, an absence of landscaping, dangerous pedestrian crossings, and traffic congestion.

The Towson Avenue commercial corridor, extending from Rogers Avenue south to Zero Street, contains a mix of strip suburban retail, big box stores, car dealerships, and industrial office parks, becoming less dense as the corridor stretches south. The city plans to begin construction in early 2014 on the continuation of the Garrison Avenue Streetscape Project along Towson Avenue south to South A Street. The streetscaping project on Garrison Avenue was a twelve-year,

4 City of Fort Smith, "2013 Accomplishments"

$5.8 million project to stimulate investment in downtown by creating an inviting pedestrian environment with enhanced sidewalks and landscaping.[5]

The Waldron Road commercial center, located along Rogers Avenue, consists of Central Mall surrounded by smaller shopping centers, such as the Quarry and Waldron Square, and a number of restaurants. Central Mall, opened in 1972, has over 90 stores, representing 861,929 square feet of leasable area, and a trade area that covers two states.[6]

The South Zero Street Corridor, stretching from Towson Avenue to I-540, contains a mix of dispersed, suburban-style strip retail, big box stores, and industrial buildings. The corridor performs a dual function as major freight route for the city. Commercial development along the Highway 71 corridor, from Zero Street to the city limits, consists of low-density supply stores and car dealerships.

The South 74th Street center is located along Rogers Avenue north of the Fort Smith Regional Airport. Medical and health center facilities such as Gentiva Health Service, Mercy Hospital, the River Valley Musculoskeletal Center, as well as a number of banks and restaurants are located within the center.

In addition to established commercial corridors and centers, a number of centers are beginning to emerge along major thoroughfares (Figure 2.12). The Phoenix Avenue corridor, extending from Towson Avenue to South 21st Street, contains a mixture of restaurants, strip malls, and grocery stores with the potential for mixed use development in the future. Further down the corridor, near Old Greenwood Road, is an emerging center focused on the Fort Smith Pavilion shopping center. Other emerging centers with plans for future development include the Massard Road Center, the Massard & Colley Center, and the Kelley Highway Center.

The northern part the city has fewer commercial strips. Instead, smaller, more dispersed neighborhood retail occurs along Grand Avenue, North O Street, and Phoenix Avenue. New centers are emerging at key intersections, including Massard Road and Zero Street, Massard Road, 1-49 and Chad Colley Boulevard, and along the Phoenix Avenue Corridor.

SPECIAL USE DISTRICTS

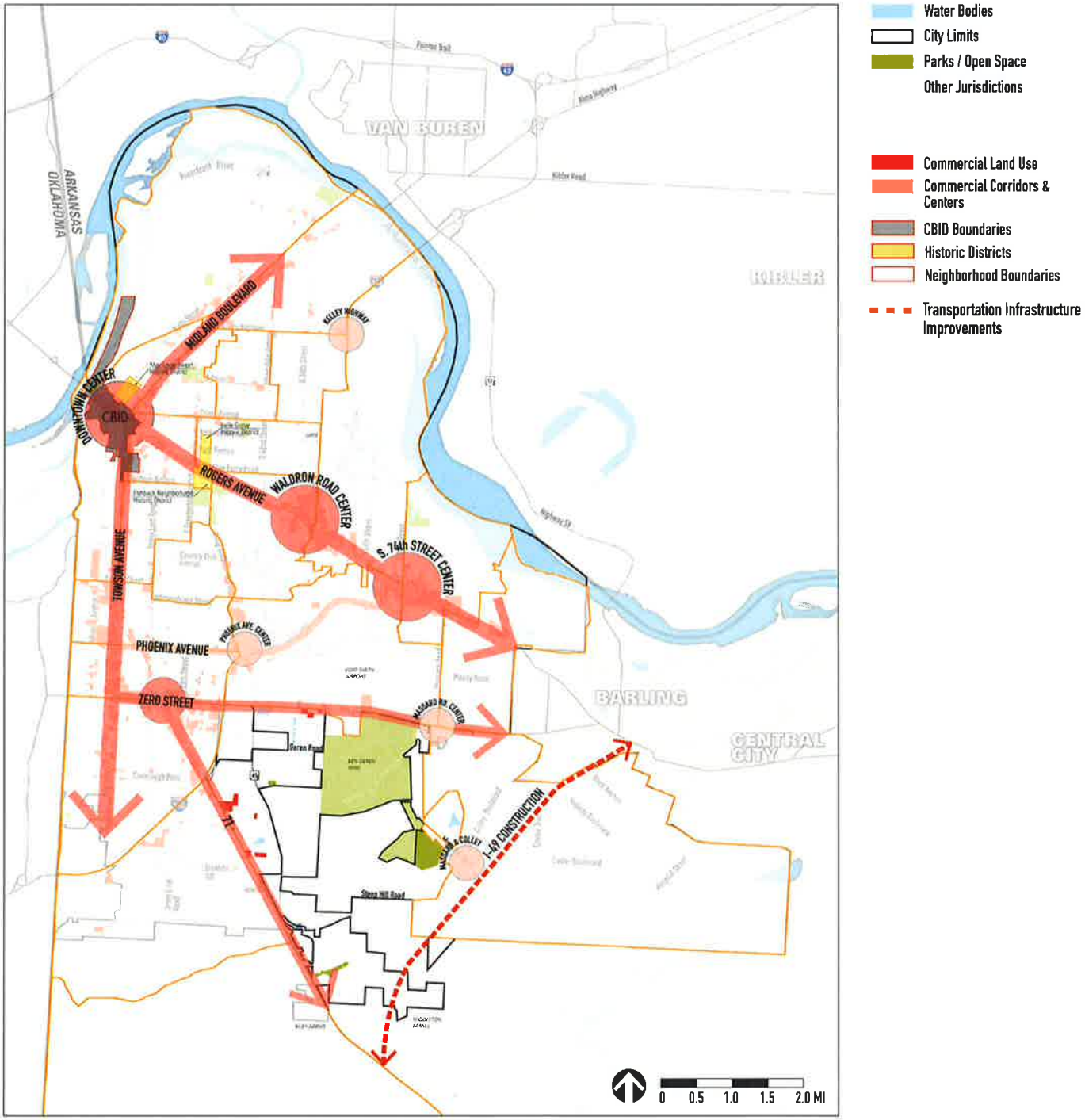
In addition to the city's two, primarily commercial historic districts, Garrison Avenue and Fort Chaffee, Fort Smith is home to three residential historic districts. The rich architectural history of the city is highlighted in each of these districts: the Belle Grove Historic District, the Fishback Neighborhood Historic District, and the May-Lecta-Sweet Historic District.

The Belle Grove Historic District, located just northwest of downtown, is comprised of 22 blocks with Romanesque Revival, Queen Anne, Eastlake Victorian Renaissance, Gothic Revival, Craftsman, Prairie, Federal and Neoclassical architecture spanning over 150 years. One of the District's most notable homes is The Darby House, an 1850s Victorian Renaissance Baroque mansion formerly owned by William O. Darby, the founder and leader of "Darby's Rangers," who fought in Italy in World War II. Two of the District's homes—The Bonneville House and the W.H.H. Clayton House—are listed separately in the National Historic Register.

The Fishback Historic District, located south of Rogers Avenue, developed as a middle and upper class residential neighborhood between 1910 and 1930. It contains a large collection of historic Colonial Revival, Tudor Revival, and Craftsman-style homes from the early 20th Century.

5 City of Fort Smith, "2013 Accomplishments"
6 www.centralmallfortsmith.com

FIGURE 2.12: DEVELOPMENT PATTERNS



The May-Lecta-Sweet Historic District is adjacent to the Fishback Neighborhood Historic District along Rogers Avenue extending north to Kinkead Avenue. The majority of the historic structures are Craftsman or Colonial Revival homes built between the early 1900s and the late 1950s. These neighborhoods are stable and have the potential to exert a positive impact on surrounding areas with depressed home values and pockets of blight.

Downtown Fort Smith

Downtown Fort Smith is the historic and current center of commercial and government activity. The Central Business Improvement District (CBID) was created in 1976 to support and promote new and existing businesses in Downtown Fort Smith by encouraging investment and building partnerships. The district begins on Garrison Avenue, follows the river to the north to just past P Street, and then extends south along Towson Avenue to Dodson. Additionally, a portion of the CBID falls within the Garrison Avenue Historic District.

Over 38% of the land within the CBID is commercial with Office Research/Light Industrial following close behind with 27% of the District's land. Public and Institutional land use, including many of the City of Fort Smith's government offices, makes up 15% of land within the District. Residential land use, making up 10% of land use within the District, is primarily downtown apartments and condominiums.

In the 37 years since its founding, the CBID has lobbied for State and Federal Historic Tax Credits to restore historic structures, created a branding strategy for the Downtown business corridor, developed a series of design guidelines for downtown, and facilitated and executed a number of public – private partnerships to construct both residential and commercial developments including a new parking lot at North 2nd and North B Streets.[7] Downtown Fort Smith has seen a resurgence in investment over the last 10 years and the CBID continues to take proactive measures to ensure the long-term success of the area. Since 2006, $60 million of public and private investment has been funneled into the CBID. In 2012 alone, private investment in the CBID was estimated at over $3 million which included sixteen new businesses. Future plans are in place to build a U.S. Marshals Museum along the riverfront and a recently completed water and sewer infrastructure project along Riverfront Drive is expected to further support private investment and development. Despite recent investments, there are still some vacant buildings in the Downtown district. Furthermore, large assemblages of industrial and vacant land, more than 6% of land within the CBID have constrained downtown Fort Smith's development potential.

7 www.GoDowntownFS.com

Garrison Avenue Downtown Streetscape

Aerial View: Downtown Fort Smith

Chaffee Crossing

In addition to the city's established neighborhoods, Fort Smith annexed a portion–6,000 acres–of the decommissioned area that was released from Fort Chaffee (once a 76,000 acre military base) in 2002. The Chaffee Crossing Redevelopment Plan was adopted in 2009 by the Fort Chaffee Redevelopment Authority (FCRA). The FCRA, formed as a state-chartered public trust through Legislation, was established to regulate and promote development of the 7000+ acres in Chaffee Crossing. The Authority was responsible for managing existing buildings and removing and disposing of obsolete structures. The FCRA's mission statement is to "Direct and implement the development of Chaffee Crossing in a manner that promotes economic growth and enhances the quality of place for the region."[8] The Authority's goal is to "maximize the value of Chaffee Crossing by creating an attractive, upscale development that includes sound infrastructure, quality housing, recreational and community facilities, retail establishments and businesses that provide above–average paying jobs."[9]

The FCRA's 2009 Strategic Plan set forth the following objectives for the Chaffee Crossing area:

- Optimize all available resources to attract quality developers to Chaffee Crossing.
- Develop and promote Chaffee Crossing's historic and recreational facilities.
- Promote public awareness of Chaffee Crossing as a mixed use community.
- Develop and implement a plan for building, demolition and infrastructure improvements.
- Create one stop shop regulatory process.

8 Fort Chaffee Redevelopment Authority (FCRA)
9 Fort Chaffee Redevelopment Authority (FCRA)

THE FORT CHAFFEE REDEVELOPMENT PLAN

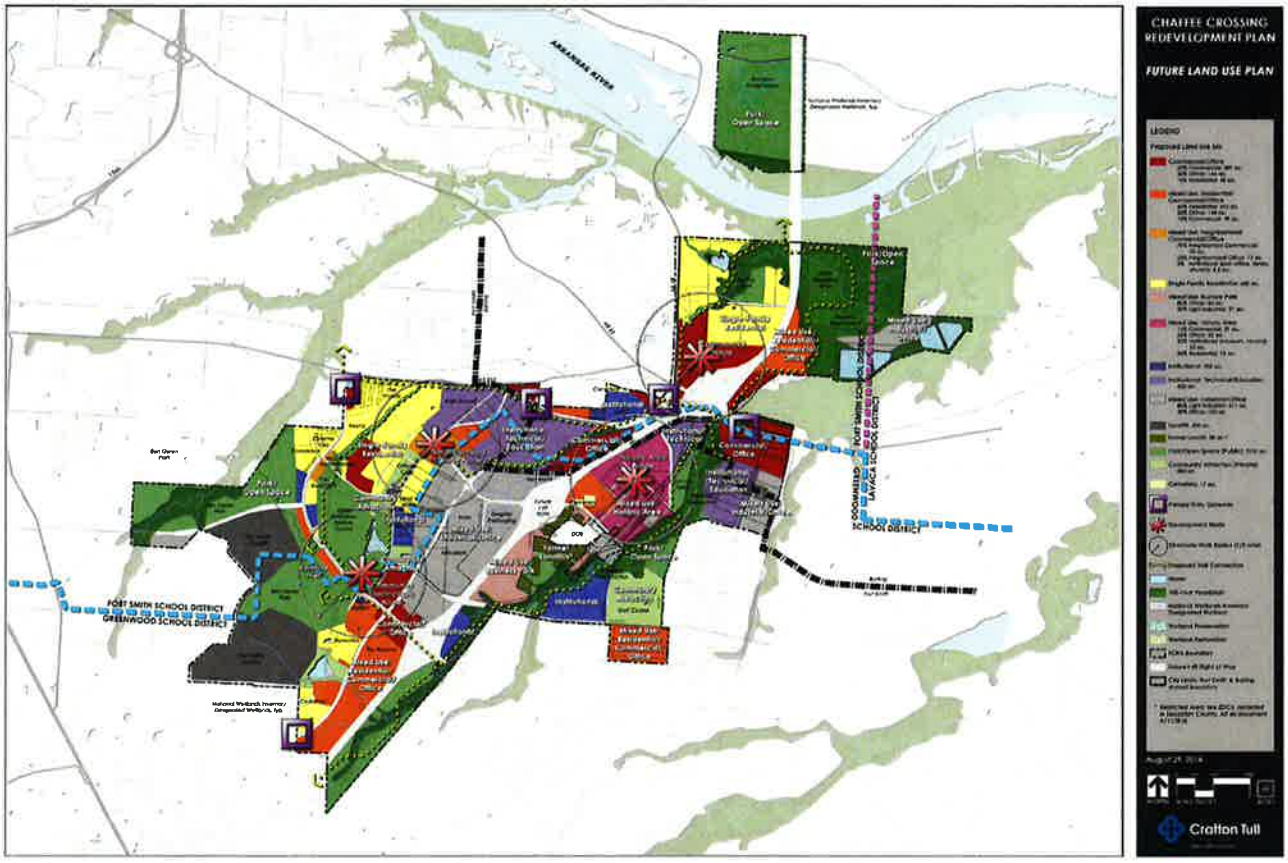
The FCRA has positioned Chaffee Crossing as a sustainable, smart-growth community that will honor Fort Chaffee's military history. According to the FCRA, the theme for Chaffee Crossing: Honoring the Past – Preserving for the Future (army green becomes sustainable green) is pervasive throughout the land use plan (Figure 2.13) and design guidelines. The master plan for the community incorporates sustainable solutions in all aspects of development. Sustainable planning is achieved through the use of "complete streets" and the establishment of "walkable" nodes with a more compact development pattern. The plan also accounts for green stormwater management through the use of bio-swales in parking areas and recycled rainwater for irrigation. Sustainable buildings and the use of locally sourced building material are encouraged. Mars Petcare, a LEED certified project, is a good example of a new sustainable facility in Chaffee Crossing.

In order to make Chaffee Crossing a model development for the region, a vision and a set of goals were created to provide direction and reinforce its identity. As the development process moves forward at Chaffee Crossing, a key ingredient for the success of the project is flexibility. One recurring theme that was heard throughout the planning process was the need to create a master plan that allows for development phases or "nodes" so growth can be flexible, based on the market trends in the area, available infrastructure, and needs of the community.

VISION STATEMENT

"Create a development that serves as a smart growth model for the region by utilizing growth trends that respond to the market, the context of the area and the community's varied needs."

FIGURE 2.13: CHAFFEE CROSSING FUTURE LAND USE PLAN



FCRA Future Land Use Plan (August 2014)

DEVELOPMENT GOALS

- Environmentally sensitive to context
- Market-based development with implementation sequenced in nodal phases.
- Create a development that serves as a model for the county and builds consistency across city limit lines.
- Provide varied zoning uses within mixed use classifications to promote flexibility.
- Encourage mixed use development to create a draw for marketability.
- Provide various types of recreation amenities to complete a live/work/play environment.
- Link Chaffee Crossing's nodes to both cities via a trail system.
- Protect and enhance public/private investments.

Community Dynamics

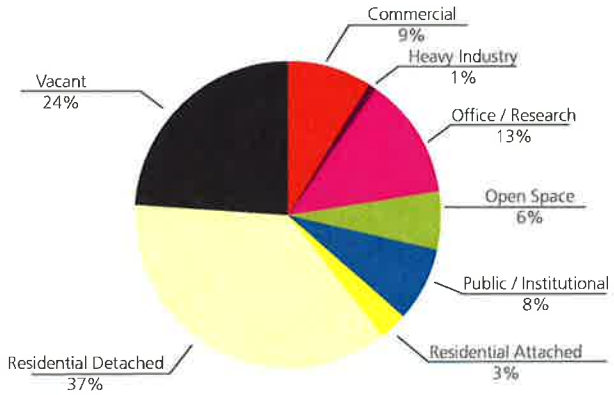
DEVELOPMENT PATTERNS—PHYSICAL GROWTH

As the city has grown, commercial and industrial uses have developed along major transportation corridors throughout the city, often leaving obsolete buildings underutilized or vacant as new centers emerge. In residential neighborhoods, zoning inconsistencies have resulted in incompatible adjacent uses, and multi-family developments in predominantly single family areas. Existing Land Uses are identified in Figure 2.14, and Figure 2.15: Existing Land Use Map.

Residential land use accounts for 40% (Attached-3%; Detached-37%) of existing land use in the city. A majority of the residential development within Fort Smith, over 17,000 acres, is detached single family housing. However, some of the older housing stock has been retrofitted as multi-family boarding houses and apartment buildings. Medium density housing is typically dispersed within low-density neighborhoods. These dwellings, either single family or multi-family, are often duplexes or townhouses. Most of the high-density housing is located in the city's northernmost neighborhoods. These neighborhoods also have the highest levels of vacancy and disinvestment. Multi-family development, other than conversions in single-family neighborhoods, typically consist of suburban-style apartment complexes.

Commercial land uses occupy 22% of land within Fort Smith. Of this, 9% is consumer-commercial and 13% is office research. Most of the commercial land is located within well-established corridors and centers such as downtown, Towson Avenue, Highway 71, and Rogers Avenue. The majority of the commercial uses take the form of suburban shopping centers and automobile-oriented strip retail with the exception of downtown retail in the CBID. Most of the Office/Research land use in the city is in the form of office parks, detached single-businesses, and light industrial

FIGURE 2.14: EXISTING LAND USE



Source: City of Fort Smith, 2012

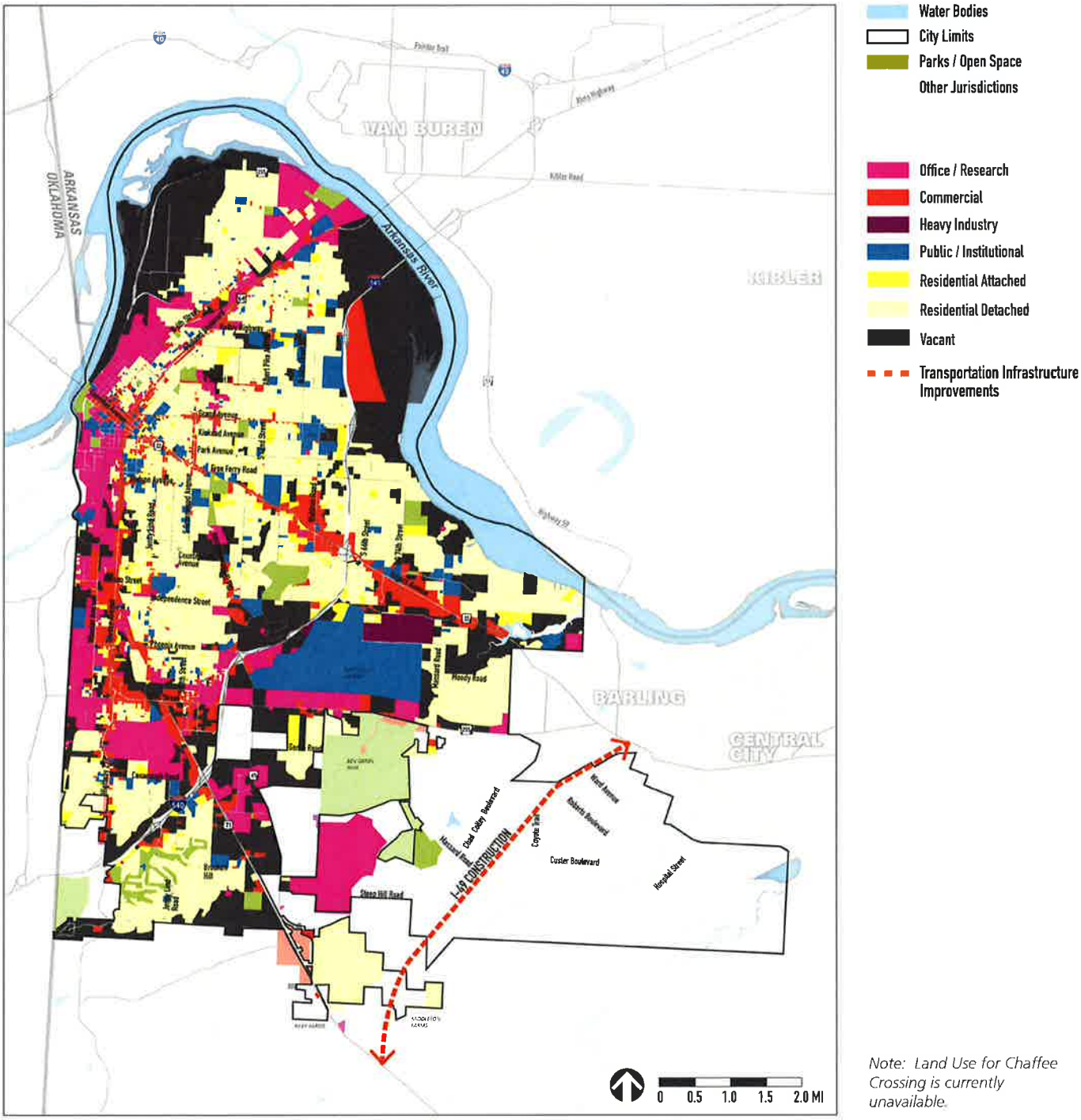
warehouses along major thoroughfares. The majority of this land use is concentrated in downtown and in the eastern portion of the city along Rogers Avenue and Old Greenwood Road.

Heavy Industrial land use comprises 1% of existing land use in the city . Much of the light industrial uses are incorporated in the Office/Research land use category. The city's location along major rail lines and the Arkansas River increases the efficiency of transporting goods throughout the region which has made and continues to make the city an ideal location for many manufacturing companies. Vacant land accounts for 24% of all land in Fort Smith. While a portion of this land falls within established floodplains, a majority of the land holds the potential for targeted and strategic future development within the city.

DEVELOPMENT PATTERNS—ZONING

Most properties identified as having a vacant land use are currently zoned as industrial or transitional. Only 1% of land is not currently zoned for any use. The majority of land is zoned as industrial (34%) or single family (30%). The city's decision to zone a large percentage of land as industrial speaks to both the city's history as an industrial center along

FIGURE 2.15: EXISTING LAND USE MAP



Note: Land Use for Chaffee Crossing is currently unavailable.

the Arkansas River and rail line and its continued commitment to expanding and improving intermodal transportation to increase manufacturing capacity. The Transitional zoning classification, 2% of all zoned land, refers to small scale areas with residential neighborhoods for limited office, professional service, and medial services that are designed in scale with surrounding uses. Additionally, the City of Fort Smith has Extraterritorial Jurisdiction zoning rights to areas that fall outside of the city limits. Since the inclusion of these areas, the City has exercised limited control and review over this area. The city's proportion of existing zoning classifications are identified in Figure 2.16, and identified in Figure 2.17: Zoning Map.

DEVELOPMENT PATTERNS—ANNEXATION

Since 2002, Fort Smith annexed the Chaffee Crossing area bringing the total land area for the city to 65 square miles and increasing its capacity for industrial and commercial development. The Fort Chaffee area has been transformed into a growing hub of commercial, industrial, and residential activity called Chaffee Crossing. Development within this area is subject to the Fort Chaffee Redevelopment Authority's Future Land Use Plan, and must apply for zoning from the City of Fort Smith.

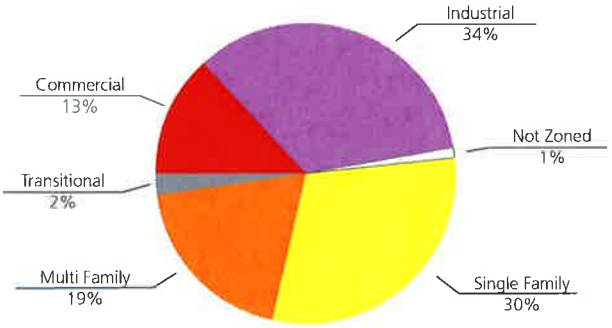
The city, in a joint partnership with the City of Fort Smith and Sebastian County, has annexed a portion of the county's Ben Geren Park for the construction of a new aquatic center to be opened in 2015. The new center will cover almost five acres and feature a lazy river, multiple water slides, and a children's play pool.[10]

INDUSTRIAL & COMMERCIAL OBSOLESCENCE & RE-INVESTMENT

While employment rates and the number of jobs created in the city as a whole are expected to steadily increase through 2018, many industries are estimated to lose jobs during this time period, potentially impacting the city's future land

10 Times Record, Online Edition

FIGURE 2.16: ZONING



Source: City of Fort Smith, 2012

use patterns. Natural resources and mining, construction, manufacturing, information, and other service industries are expected to, in some cases, lose over 19% of their market share in the city. The unemployment rate for the city, 8.7% in January of 2013, is more than the national average. This can be partially attributed to the closures and layoffs by major employers in the area. Whirlpool Corporation recently closed a plant that left 934 workers out of job. Similarly, Rheem Manufacturing Company recently laid-off 250 workers.

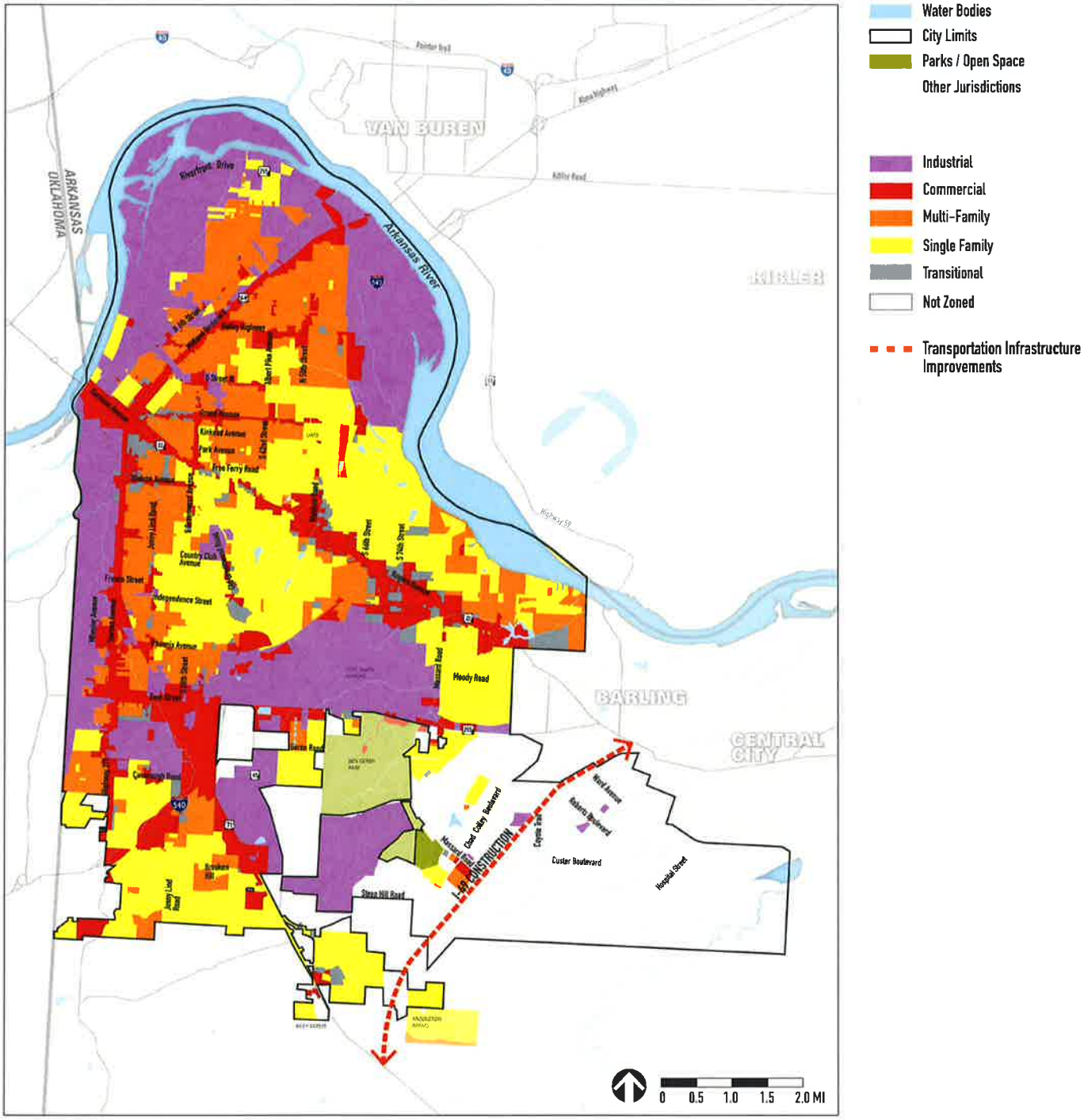
While some major businesses have closed, trade, transportation and utilities, financial activities, professional and business services, education and health services, leisure and hospitality and government sectors are all expected to add jobs which would result in an over 17% increase in market share for some industries, and additional demands for institutional, office, and commercial land uses throughout the city.

Transportation and Infrastructure

TRANSPORTATION

Fort Smith has access to all modes of transportation including air, road, rail, and water allowing for the movement of people and goods within the city and throughout the region. The continued functioning of this circulation system is essential

FIGURE 2.17: ZONING MAP



to the long-term economic growth of Fort Smith. Each individual system has a specific role to play in the functioning of the city's economy and the daily life of its residents. Fort Smith's Regional Airport connects the city to the world, freight transportation along waterways, roadways, and railways is a key cog in the City's economic machine, and the over 580 miles of roadways connect people to jobs and centers of activity.

AIR

The Fort Smith Regional Airport provides regional passenger air transportation via American and Delta Airlines with service to Dallas/Fort Worth and Atlanta. The airport is crucial to both the transportation system and the economic future of the city by providing convenient regional and national travel for residents, business travelers, and tourists. In addition to passenger transportation, the airport houses more than 90 private and general aviation aircraft and the 188th Fighter Wing, Arkansas Air National Guard, the only fighter base in the state. To ensure the continued success of the airport, the Airport Master Plan Update highlighted the need for better signage, improved access along I-540, and the future use of Intelligent Transportation Systems (ITS) projects. A major renovation to the airport in 2002 included the construction of a new $12.8 million terminal complex and access road.[11]

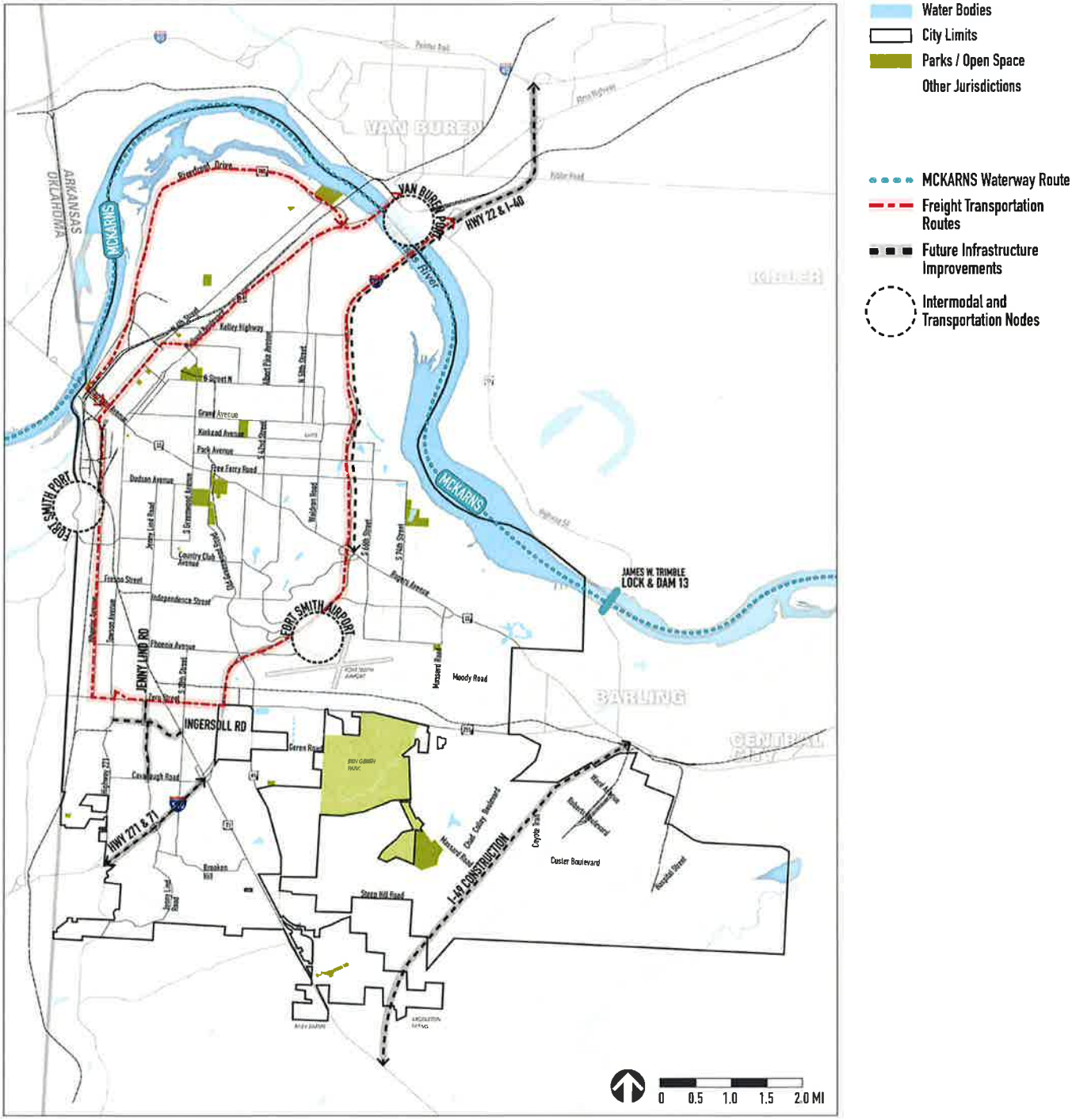
FREIGHT – RAIL, WATER & ROAD

The American Association of State Highway and Transportation Officials (AASHTO) recently published that freight movement along interstates, railways, and ports is projected to increase in the next 25 years. Fort Smith, situated at the crossroads of national freight routes along the Arkansas River, is particularly well suited for additional intermodal transportation investment. Intermodal transportation to support manufacturing capabilities continues to be a point of interest for Fort Smith, Sebastian County, and Crawford County, and recently led to the formation of the Western Arkansas Intermodal Authority, also known as the Regional Intermodal Transportation Authority (RITA). Freight transportation in Fort Smith is facilitated through railways, roadways, and waterways. Three Class 1 and two Class 3 rail lines serve the region. These five lines connect the region to all major East-West and North-South freight transportation routes and were responsible for the development of many of the city's industrial corridors. One of the most developed and highly trafficked industrial corridors lies along the city's border with Oklahoma. In addition to the city's five regional rail lines, Fort Smith's waterway transportation system is an essential key to the city's economic development as it provides an efficient and safe route for the regional transportation of freight. The Arkansas River system, known as the Kerr-McClellan Arkansas River Navigation System (MCKARNS), includes the White River in Arkansas and the Verdigris River in Oklahoma (Figure 2.18). The route opened in the 1970s and facilitates traffic from the Mississippi River in Desha County, Arkansas and the Port of Tulsa in Catoosa, Oklahoma year-round. Two commercial ports, one in Fort Smith on the Poteau River and the other in Van Buren on the Arkansas River near the I-540 Bridge, provide barge and shipment needs. A 1999 study selected a site adjacent to the Van Buren Port as the preferred location for a much needed truck-rail transloading facility to serve the region. Future enhancements to the water transportation system include increasing the channels current depth from nine feet to twelve feet to increase the freight capacity of the system by 43%.

In 2012, Fort Smith Mayor Sanders and Fayetteville Mayor Jordan forged a strategic partnership, which includes community members from both cities, to work on increasing the depth of the Arkansas River channel. Major roadway freight movements by a number of trucking lines, located within the city, are made along the numerous state and federal highways that cross through Fort Smith. East-West travel is facilitated through national highways I-40, I-540, US 64 and state highways 22, 10, and 255. North-South travel

11 Fort Smith Airport www.fortsmithairport.com/history

FIGURE 2.18: FREIGHT & TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS



is provided through national highways I-540, US 71, 271 and state highways 59, 255, 45, and 253. Primary truck routes include Wheeler Avenue and Zero Streets both of which provide access to US 71 and I-540 as seen in Figure 2.18. However, since a number of industries and trucking lines are located within downtown or to the north, the challenge of routing trucks out of smaller city streets onto major highways is still partially unresolved.

ROADS

Many of the existing roadways in the city radiate from historic Downtown Fort Smith. The city is connected to the region by three bridge crossings over the Arkansas River via US Highway 64 west to Oklahoma, and US Highway 64 and I-540 east to Van Buren. The completion of the I-49 corridor will mean an increase in traffic and development to the southeast near Chaffee Crossing. The introduction of interstate highways to Fort Smith opened up more land for development and altered the land use patterns along older state highways. These older state highways like Midland Boulevard, historically served regional through traffic but now cater mostly to local traffic. Some existing arterial roads from the late 1950s with heightened commercial activity corridors could be adapted to function as collectors in order to alleviate high traffic volume. Many of these roads are heavily trafficked by more than 62,000 daily commuters including over 40,000 non-Fort Smith residents. Highways running in and out of the city have all seen an increase in daily use over the last ten years. A number of regional road infrastructure projects will reduce congestion on major thoroughfares (Figure 2.18). Some of these projects include the relocation of Highway 71 and construction of I-49 and the widening of Jenny Lind Road and Ingersoll Avenue. As demand for trips along major roads increases, the road system will need to adapt to accommodate the needs of motorists and provide for alternative modes of transportation by improving travel via public transit, trails, and greenways.

TRANSIT

Fort Smith Transit provides public transportation through fixed route and curb-to-curb bus services (Figure 2.19). Buses along fixed routes travel on major thoroughfares—Rogers Avenue, Towson Avenue, Midland Boulevard, and Grand Avenue—to and from the downtown area. Fixed routes have timed stops between 7:00 a.m. and 6:00 p.m. and run six days a week from Monday to Saturday. Curb-to-curb service is offered to passengers who need additional mobility assistance.

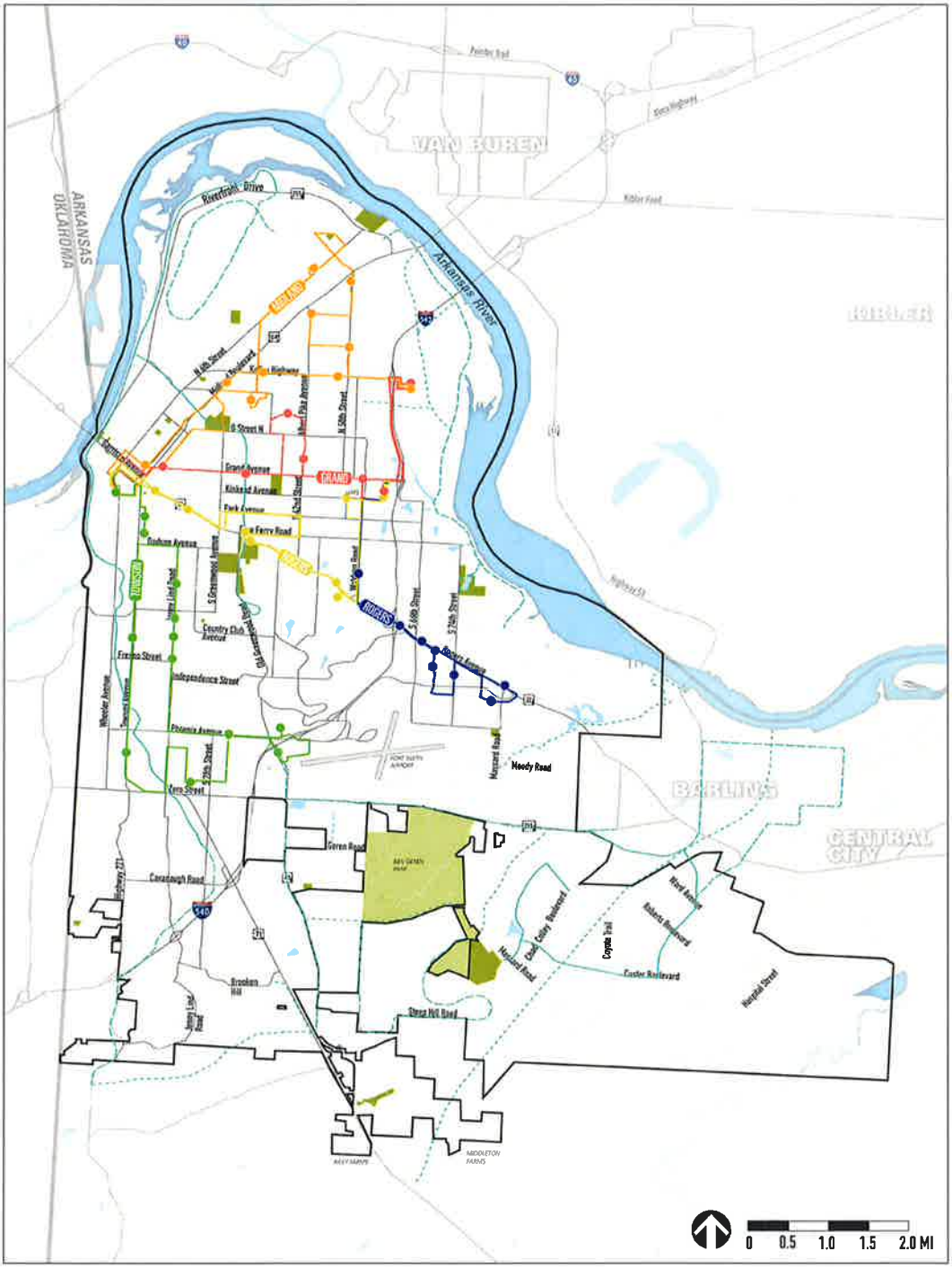
Future investments by Fort Smith Transit are set to focus on information packets for new riders, ADA access through elevators, and route modifications to ensure access to future park locations. Some of these improvements have already been completed, including the new Fort Smith Transportation Center, using $1.2 million in federal stimulus funds.[12] The system, including fixed and curb-to-curb service, recorded an average of 17,194 trips per month in 2012, up from 16,513 trips the previous year. In Crawford and Sebastian Counties, human service agencies like the Arkansas Department of Human Services and Medicaid programs, provide transportation for clients to a variety of locations throughout the River Valley.

BICYCLE / TRAILWAYS

Fort Smith has developed bikeway, trails and greenway systems as part of a complete transportation system and a healthy environment (Figure 2.19). When completed, the bikeway system will connect cyclists to key destinations in the city including parks, institutions, and timed bus stops. The current bikeway system consists primarily of sharrows, or Class III bikeways, that could easily be accommodated on the existing street network. However, newly planned bikeways will include separated lanes and bike paths apart from existing roadways. Over 80 miles of trails within the city have been identified by the trails and greenway system

12 City of Fort Smith "2013 Accomplishments"

FIGURE 2.19: PUBLIC TRANSPORTATION & TRAILS MAP



Water Bodies
City Limits
Parks / Open Space
Other Jurisdictions

FIXED-ROUTE TRANSIT

- Midland Route & Timed Stops
- Grand Route & Timed Stops
- Rogers Route 1 & Timed Stops
- Rogers Route 2 & Timed Stops
- Towson Route & Timed Stops

PROPOSED BIKEWAYS & TRAILS

- 0-5 Years
- 5-10 Years
- 10+ Years

plan to be completed within three phases over the next 15 years. Once complete, this system will link to other regional trailway systems currently being developed by neighboring municipalities. The trails and greenways will be multi-purpose bike, pedestrian, and recreational pathways.

Infrastructure

Fort Smith is served by two water sources—the Frog Bayou Watershed and the Lee Creek Watershed. Frog Bayou, located within the Boston Mountains in Crawford County, is a 74-mile wide watershed. The water in Lake Fort Smith is treated by the Lake Fort Smith water treatment plant. The Lee Creek watershed encompasses 634 square miles within parts of Arkansas and Oklahoma. Water within the Lee Creek Reservoir is treated by the Lee Creek water treatment plant. The Lake Fort Smith water treatment plant, initially constructed in the 1930s, recently underwent a $35 million upgrade in 2012 that increased its treatment capacity to 40 million gallons per day. The treatment plants serve 160,000 customers in Fort Smith, portions of Crawford, Franklin, Washington, Sequoyah, Leflore, and Sebastian Counties. According to forecasted demand, average daily demand will increase two fold by 2060. However, a recent study concluded that the water supply, with the further expansion of the Lake Fort Smith water treatment plant, will still cover the needs of the city through 2060. While the water supply can meet the average daily demand and the treatment plants can meet the maximum daily demands, the city has instituted water conservation measures to curb the wasteful use of water on an on-going basis.

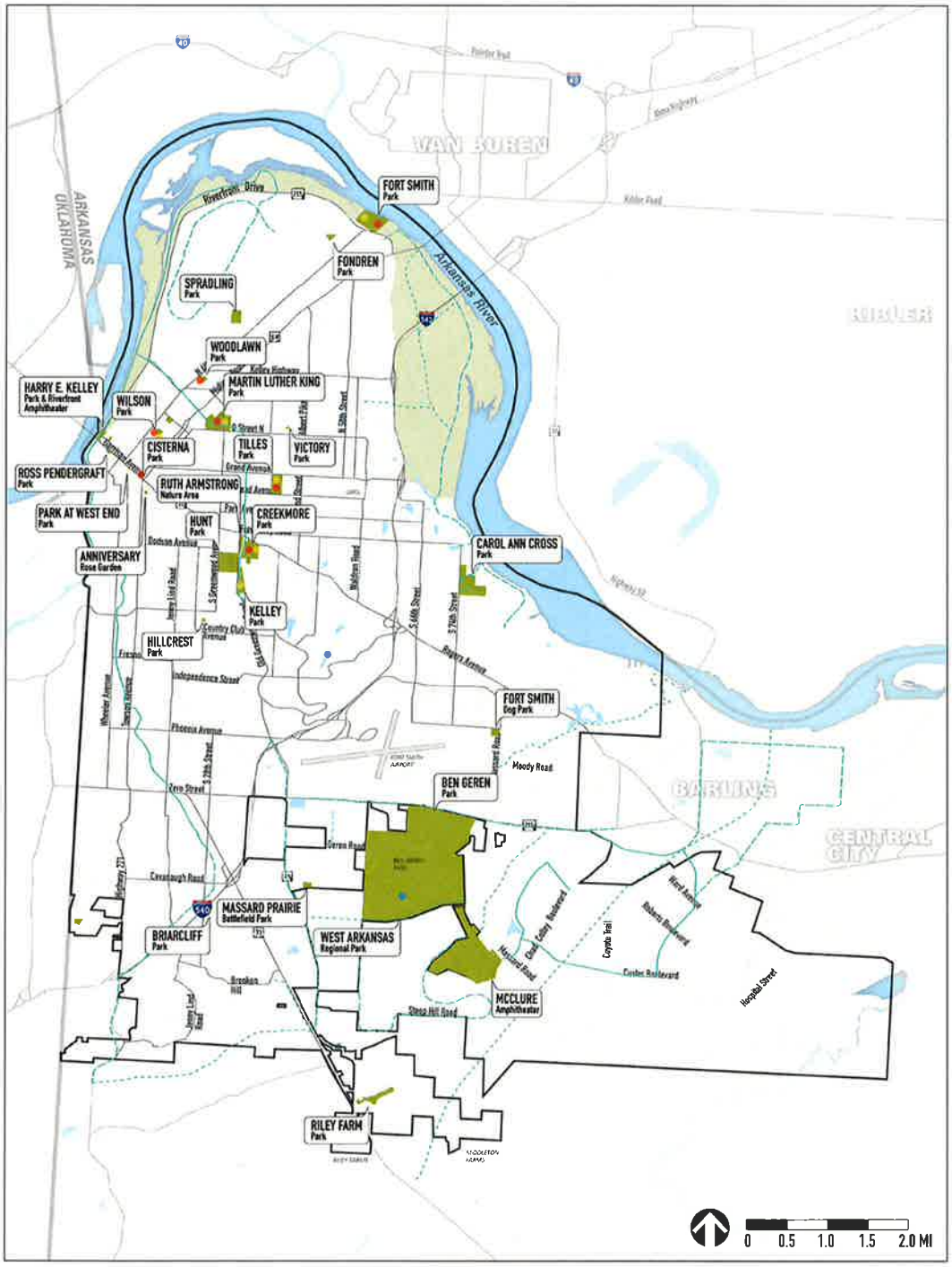
The P Street facility and the Massard facility provide for Fort Smith's wastewater treatment needs. The P Street facility has a higher peak flow capacity than the Massard facility, however, they both operate at a similar average daily flow of 8 MGD and 7 MGD, respectively. An increase in local sales taxes and sale of municipal bonds will fund some $71 million in improvements to the city's sewer system to increase conveyance capacity and rehabilitate the collection system. Improvements are expected to eliminate sewer backups, overflows, and untreated wastewater discharges during wet weather events. In addition to these improvements was the construction of a $2.1 million sewer and water infrastructure project along River Front Drive in 2013 along with $12 million in water transmission improvements in the southeastern portion of the city to support its southern growth area.

Parks, Recreation & River Access

Fort Smith residents have access a variety of recreational facilities including community parks, river front parks, downtown parks, specialty parks, and neighborhood parks (Figure 2.20). The city's parks add up to almost 273 acres, all maintained by the Fort Smith Parks and Recreation Department. Each of the city's parks contains a different set of amenities for residents to enjoy including multi-use trails, soccer fields, baseball and softball fields, picnic areas, and children's playgrounds.

The city's larger community parks—Carol Ann Cross Park, Creekmore Park, Martin Luther King Park, and Tilles Park—include spaces for active and passive recreation. Carol Ann Cross Park, located on 74th Street near the Arkansas River, is centered on Wildcat Mountain Lake with open lawns and a walking trail. In 2012, 10 additional acres were donated by a local family, resulting in a 20% expansion of the park. Creekmore Park, located on Rogers and South 31st Street, contains a public swimming pool, a sprayground area, walking trails, miniature golf, and is home to the Creekmore Express Train ride. Martin Luther King Park, located at the intersection of Greenwood Avenue and North O Street, is home to a skatepark and a sprayground as well as softball fields and walking trails. Tilles Park, located off of Grand Avenue at North 37th Street, provides visitors with access to a wading pool, a disc golf course, and basketball and tennis courts.

FIGURE 2.20: PARKS & TRAILS MAP



Water Bodies
City Limits
Parks / Open Space
Other Jurisdictions

Riverfront Access
Sports Fields
Picnic Locations
Golf Courses

PROPOSED BIKEWAYS & TRAILS
0-5 Years
5-10 Years
10+ Years

Riverfront parks in Fort Smith including Fort Smith Park, Harry E. Kelley Park, and the Riverfront Amphitheater, have helped link the city back to the river by expanding access. Future investment would help to ensure that residents and visitors feel connected to the river. Fort Smith Park, located on Riverfront Drive just northwest of the Highway 64 Bridge, is a naturally landscaped park with picnic and performance areas. Harry E Kelley Park, located near the Highway 64 Bridge to Oklahoma near the Belle Grove Historic District, has a naturally landscaped riverfront walking trail. The Riverfront Amphitheater, part of Harry E Kelley Park, is a large outdoor performance and event space that can hold 1,200 people and a stage area that can accommodate 5,000 more.

Downtown parks include Cisterna Park, Park at West End, and the Ross Pendergraft Park. Cisterna Park, named after Fort Smith's sister city Cisterna, Italy, is a small triangular plaza with a fountain and benches at the intersection of North 10th Street and Garrison Avenue. The Park at West End, located at North 2nd Street and Garrison Avenue, contains a small seasonal amusement park with concessions and benches year-round. The amusement park includes an original working 1930s Ferris wheel used in the World's Fair, a hand-painted Italian carousel, and a double-decker London bus. The Ross Pendergraft Park, located across from The Park at West End

Wells Lake Trail

Fort Smith Dog Park

on Garrison Avenue adjacent to the Fort Smith Museum of History, has pavilion for performances, a seasonal Christmas Light display, and is home to the Bass Reeves Monument.

Specialty parks, ranging from gardens to historic and cultural sites, include the Anniversary Rose Garden, Fort Smith Dog Park, Kelly Park Ballfields, Massard Prairie Battlefield, McClure Amphitheater, and Ruth Armstrong Nature Area. The Anniversary Rose Garden, just east of downtown on South 12th Street, is home to a variety of rose bushes cultivated by the Fort Smith Rose Society. Fort Smith Dog Park, in the Massard neighborhood just east of the Airport, is a large, fenced, off-leash park with a pond. The Kelley Park Ballfields, at the intersection of Old Greenwood Road and O Street, have a total of eight regulation-sized baseball fields for both organized league play and recreation. The Massard Prairie Battlefield, at Red Pine Drive and Morgans Way, is a Civil War battlefield and campsite listed on the Arkansas Register of Historic Places. The site contains a plaque marking the locations of the camps. The McClure Amphitheater, located in the southeast portion of the city near Barling along Massard Road, is an outdoor performance site originally located within Fort Chaffee. Ruth Armstrong Nature Area, at the intersection of Rogers Avenue and Old Greenwood Road near the Fort Smith Public Library, is an area reserved for conservation and includes a walking trail to view birds and wildlife.

Neighborhood parks, located in predominately residential areas, include Harley A. Wilson Park, Hillcrest Park, Riley Farm Park, Spradling Park, Victory Park, and Woodlawn Park. Harley A. Wilson Park, at the intersection of North 8th and H Streets, has places for picnics, a playground, and basketball courts. Hillcrest Park, a circular green located near the intersection of Girard Street and Vista Boulevard, is a well-manicured park with a playground surrounded by single-family homes. Riley Farm Park, located just off Maple Park Drive, contains a children's playground and nature walk area. Spradling Park, at the intersection of North 29th Street and Spradling Avenue, contains a playground, pavilion, and a quarter-mile walking trail. Victory Park is a small triangular green located in a single-family residential neighborhood. Woodlawn Park, located at the intersection of North 6th and S Streets, has a variety of activities available for residents including a wading pool, playground, and basketball courts.

Fort Smith residents currently have access to eight multi-use trails—Ben Geren Trail, Chad Colley Trail, Fort Chaffee West Trail, Massard Road North Trail, Mill Creek Trail, Rice Carden Levee Trail, Chaffee Ridge Trail, and Sunnymede Trail. However, with the implementation of the city's trail and greenway plan, over 88 new miles of trails and bikeways will be added to the city opening up more recreational and linkage opportunities for city residents and visitors. Dedicated funding from the Sales and Use Tax will support implementation of the Trails and Greenways Plan starting in 2014. The River West Trail, the trail with the highest priority for funding, will connect River Park with the Rice Carden Levee Trail.

In addition to the parks and trails operated by the Fort Smith Parks and Recreation Department, residents and visitors have access to the Fort Smith National Historic Site, maintained by the National Park Foundation. The 75 acre park, established in 1961, contains the remains of two frontier forts and the Western District of Arkansas Federal Court.

Fort Smith Main Library

City Government & Facilities

The City of Fort Smith was incorporated in 1842 and was organized as a City Administrator form of government in 1967.[13] Governing of the City is the responsibility of seven elected members of the Board of Directors and the Mayor. There are additional volunteer boards and commissions that inform and advise the Board and the Mayor. Five service divisions—Police, Fire, Operation, Management, and Development—develop on-going plans and implementation programs for the city's long-range plan[14]. Some of the Fort Smith's City department offices are currently housed in the Steven's Building, a seven story structure on Garrison Avenue in Downtown Fort Smith.

Libraries

The Fort Smith Public Library has four branches throughout the city. The Main Library, opened in 2001 on Rogers Avenue, is the largest of all four branches with meeting rooms, a computer classroom and lab, expanded children's rooms, and a used book stand. The Dallas Street Library, The Miller Branch, and the Windsor Street Branch are neighborhood centers that provide books, research resources, and computer access to city residents. The number of

13 Fort Smith Comprehensive Plan 2002
14 Fort Smith Comprehensive Plan 2002

registered borrowers in the Fort Smith Public Library system increased by 30% between 2008 and 2012 while the number of library visits decreased by 27% during the same time period. However, circulation of books and media materials increased by 39% suggesting fewer and more high-volume users.

Public Safety

The mission of the Fort Smith Police Department is to serve the public in partnership with the community, to protect life and property, prevent crime, and resolve problems. The Fort Smith Police Department is a full-service agency which provides services in a variety of division: Patrol, Criminal Investigations, Narcotics, K-9, SWAT, Professional Standards, 911 Communications, Reserve Unit, and community services such as Beat Health Officers and School Resource Officers. The Fort Smith Police Department enjoys a great partnership with all facets of the community, including citizens, school districts, businesses, and visitors.

A total of 166 officers and 57 civilian staff are currently authorized for the police department. While the number of calls handled by the police department decreased between 2002 and 2012 from 79,042 to 74,883, calls are projected to increase to 81,000 by 2025. Arrests for drug-related offenses in the city increased by 53% between 2000 and 2011. However, the total number of violent and property crimes decreased by 23% between 2002 and 2012.

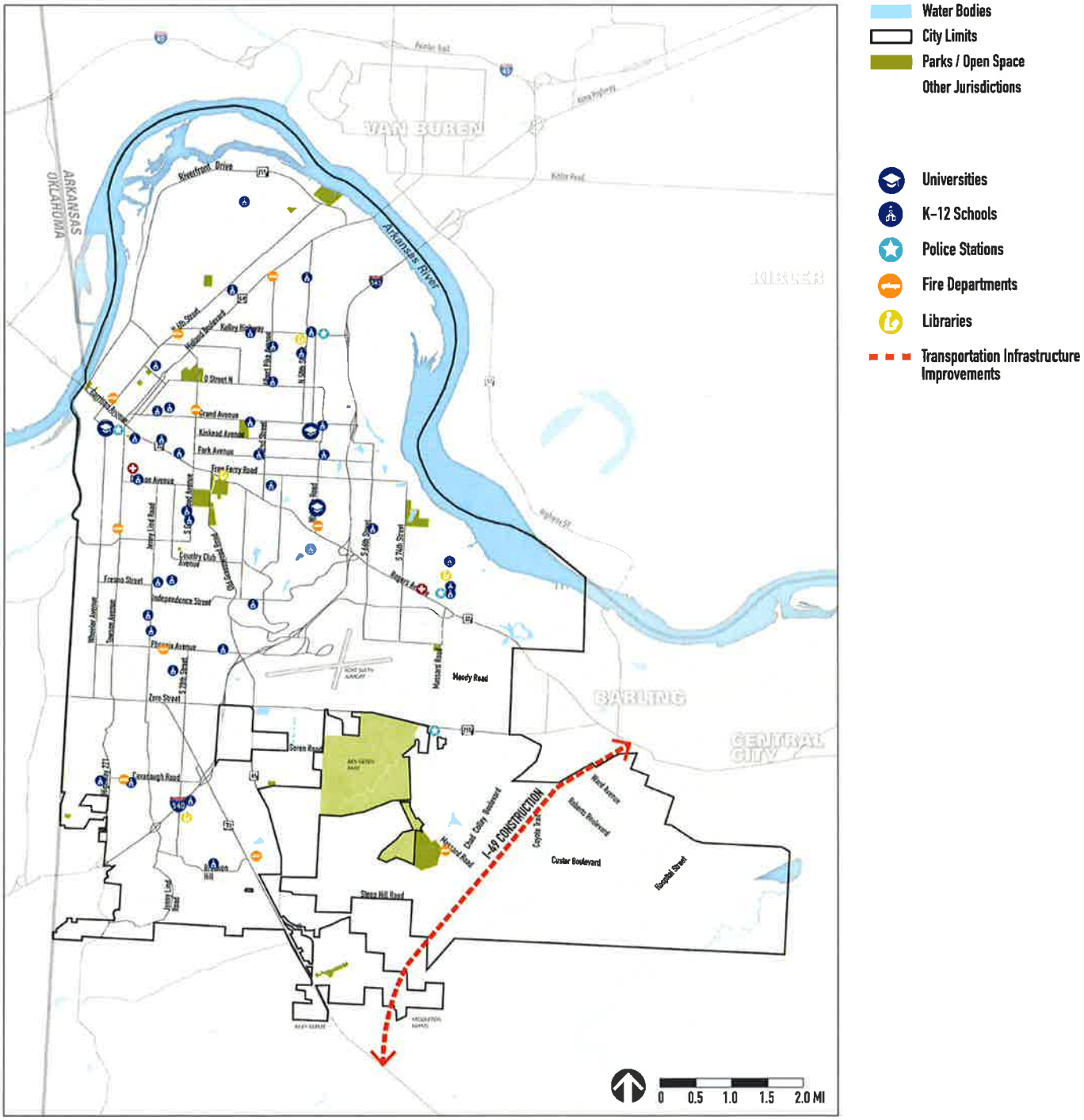
The Fort Smith Fire Department (FSFD) provides a number of services to the city including firefighting and emergency medical, natural disaster and other emergency response. 152 personnel are employed by the FSFD in eleven stations throughout the city including the Chaffee Crossing area station currently under construction that was completed and went into service in February of 2014. The city is currently also modernizing modernized ten fire stations in 2014 to improve service as most of the city's fire stations are approximately forty years old. The National Insurance Services Office (ISO) gave the FSFD a Class 2 fire ratin on a scale of 1-10, with 1 meaning highest response and protection, and 10 meaning no protection available. The department's average response time of 3 minutes 13 seconds and the accessibility of resources are contributing factors to the high rating by the ISO. However, given the shift in population and hazards, such as industrial manufacturing, a strategic realignment of fire station locations will need to be considered within the next ten years.

Education

The City of Fort Smith has a range of public and private educational options available for residents from Kindergarten to Post-Secondary Education. The city is home to a number of public schools including two high schools, four junior high schools, nineteen elementary schools, and one alternative school with a total enrollment of 14,049. The Fort Smith School District, one of the largest districts in the state, contains schools fully accredited by the Arkansas Department of Education and the North Central Association. A majority

UA Fort Smith

FIGURE 2.21: COMMUNITY FACILITIES MAP



of public schools within the district report high performance, with 77% of seniors exceeding the state average score on the ACT (American College Test). In addition to sixteen public schools, the city is served by eleven private schools including eight Kindergarten-6th grade, one junior high, one Montessori, and one combined middle / high school, with a total of 1,985 students. Public school enrollment is projected to rise slightly with an increase of just 0.4% between 2013 and 2023.

Fort Smith is home to three institutions of higher education– Webster University, John Brown University, and the University of Arkansas at Fort Smith (UAFS),. Webster University, located downtown near the Fort Smith Convention Center, has an enrollment of 50 students and offers Masters of Business Administration (MBA) and graduate degrees in Human Resource Management. The John Brown University offers an undergraduate course of study in organizational management and master's degrees in Business Administration, counseling, and therapy. The University of Arkansas at Fort Smith (UAFS), a campus within the larger University of Arkansas System, offers programs of study for bachelor's and associate's degrees as well as certificates and technical training for its 7,337 students. The UAFS campus started as a commuter technical school and has grown into a comprehensive university offering a number of student life facilities. In 2013, thirteen percent (940) of UAFS students lived on-campus, compared to zero percent just eight years before.[15] Enrollment for UAFS is expected to increase by 23 percent to 9,000 students by 2033.[16] However, as the University continues to increase enrollment, the campus will need to expand and the University will need to upgrade outdated facilities. In 2013, the University released a master plan to address future physical expansion and renovation needs. The master plan has a horizon date of 2028, when UAFS will celebrate its centennial. The vision for the campus focuses on transforming the former commuter campus into

15 UAFS Master Plan
16 UAFS Master Plan

Artist's Rendering of UAFS Campus Master Plan

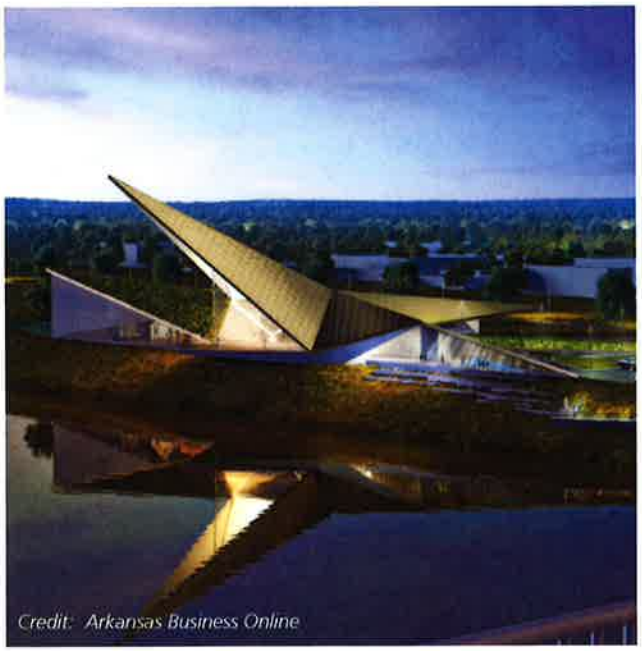
a "beautiful, functional, and vibrant space" where students can relax, play, and learn. Additionally, the master plan vision highlights the need to create a new face for the campus that represents UAFS's regional academic leadership. The plan strives to be mission-based, strategic, inclusive, flexible, immediate and long-range, environmentally sustainable, compact and integrated, distinctive and memorable, and community-focused guiding document. The plan lays out five major initiatives for the future of the campus: 1) a Grand Facade; 2) Extend the Campus Green; 3) a Campus on the Move; 4) Making Ourselves at Home; and 5) Pride of the Lions. A Grand Facade includes transforming the entrance to the campus by replacing aging academic buildings with modern facilities, similar in scale to the Pendergraft Health Sciences Center, and constructing a new Alumni Center. Extend the Campus Green is an effort to create a physical space where the academic and social heart of the campus meet. A Campus on the Move involves the continued transformation of the campus into a pedestrian-focused realm where vehicular traffic and surface parking are relegated to the edges. Making Ourselves at Home is an initiative to increase the amount of students living on campus by building new on-campus residential halls, off-campus affiliated housing, and a student center. Pride of the Lions is an initiative to expand athletic and recreational facilities including new locker rooms, playing fields, and parking lots. The master plan, and associated projects and initiatives, will guide UAFS in the expansion of its campus over the next two decades.

As the need for technical and job training increases with the rise of medical, education, and transportation sector jobs, the city's three universities could play a substantial role in preparing the next generation workforce. Additionally, there is a perception in the community that graduates from the three institutions of higher education leave the area after graduation leading to a "brain drain."

Cultural Resources

Fort Smith has rich history and cultural legacy. A number of monuments to the city's past remain as attractions for both tourists and residents. Many of these points of interest are located in Downtown Fort Smith, the historic and present-day center of commercial and government activity.

The Bass Reeves Monument, located within the Ross Pendergraft Park, is a tribute to Bass Reeves, a former slave who overcame adversity to become the first African-American U.S. Deputy Marshals. The monument honors not only Reeves' legacy, but also salutes the city's historic and continuing relationship with the U.S. Marshals Service. The Oak Cemetery, listed on the National Register of Historic Places since 1995, is the final resting place of many deputy U.S. Marshals. The City is continuing to strengthen its commitment to honoring past and present members of the U.S. Marshals by moving forward with plans to construct a U.S. Marshals Museum on the banks of the Arkansas River near the amphitheater. Plans for the U.S. Marshals Museum



Artist's Rendering of the U.S. Marshals Museum

were the result of a multi-year campaign that lobbied for the United States Marshals Service (USMS) to select Fort Smith as the location for the museum as the City was historically the location where many U.S. Marshals were killed in the line of duty.[17] In the fall of 2013, the City will dedicate the cornerstone for the Hall of Honor, as a memorial to all USMS fallen officers since 1789. Adding to the city's military history is the 21-acre Fort Smith National Cemetery, which is one of two cemeteries in the country with both Union and Confederate soldiers.

Other historic structures and sites include Zachary Taylor's Chimney, a relic from the destroyed home of President Zachary Taylor when he was the commander of Fort Smith's military garrison before becoming president. The old Knoble Brewery is a three-story cobblestone building complete with an underground cellar constructed in 1848 by German-born immigrant Joseph Knoble. The Brewery, listed on the National Register of Historic Places, once supplied over 35 saloons in Fort Smith and is now home to Doe's Eat Place. The Fort Smith Visitors Center, formerly Miss Laura's Social Club, is the only former bordello listed on the National Register of Historic Places. The building, located in Downtown Fort Smith, was constructed in 1896 and converted into a brothel by 1903 by Laura Ziegler. It was considered the premier brother on "The Row," Fort Smith's red light district, until 1910 when the business began to decline. Eventually, the building was abandoned and purchased by a local investor before demolition in 1963. In 1973, Miss Laura's was listed on the National Register of Historic Places and fully restored in 1983. By 1992, Miss Laura's was the home of the official Fort Smith Visitors Center.

In addition to the numerous monuments and historic structures, the City has a variety of museums with exhibits

Bass Reeves Monument

focusing on Fort Smith's rich civilian and military history. The Fort Smith Museum of History is located in the Atkinson-Williams Warehouse Building circa 1907, which is listed on the National Register of Historic Places. The museum is home to relics from Fort Smith's past including an old-fashioned soda fountain, an exhibit on Black History in Fort Smith, and a variety of historic tools and local goods.

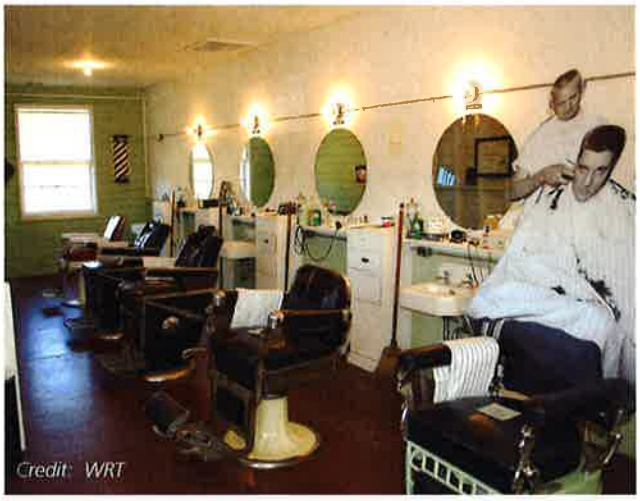
The Fort Smith Trolley Museum, curated by the Fort Smith Streetcar Restoration Association, operates four of the City's original 58 streetcars through downtown to raise public awareness about the loss of historic Downtown streetcars. The museum has plans to extend the trolley route by laying more tracks on Downtown streets for a total of 1.5 miles. At completion, the trolley route will make stops at the Fort Smith Convention Center and the Holiday Inn-City Center. In addition to the streetcar, the museum serves as a part-time station for the A&M Scenic Excursion train rides, operated by the Arkansas and Missouri Railroad. The train runs from Fort Smith to Winslow and gives visitors the opportunity to spend an afternoon riding on a fully restored 1920s-style passenger train. The Fort Smith Air Museum, located at the Fort Smith

17 Entertainment Fort Smith Magazine, Online, 2013

Regional Airport, features exhibits on the 188th Fighter Wing, Arkansas National Guard, the Fort Smith Civil Air Patrol, and the growth of general aviation.

Chaffee Crossing's museum district, a tourist destination, is home to the Chaffee Barbershop Museum, the Enchanted Chapel and Doll Museum, the Fort Chaffee Barracks Museum, the Maness School House, and the Vietnam Veterans Museum. The Chaffee Barbershop Museum, opened in 2008, is the barbershop where Elvis Presley had his first G.I. haircut. In addition to Elvis memorabilia, the barbershop contains historical artifacts from Fort Chaffee's 70-year history. The Enchanted Chapel is the historic Fort Chaffee military chapel while the Enchanted Doll Museum contains a large private collection of dolls. The Fort Chaffee Barracks Museum was home to Elvis during his time at Fort Chaffee and features a series of exhibits about the service members who lived at the barracks. The Maness School House, listed on the National Register of Historic Places, was constructed in 1937 and is the only surviving building from that era that was not moved or destroyed when the Department of Defense built Camp Chaffee. Finally, the Vietnam Veterans Museum was constructed by local veterans to serve as a tribute to all those who served.

In addition to historic attractions, residents and visitors have access to a number of arts and culture including the Fort Smith Symphony, the oldest orchestra in the state, the Second Street Live Theater, and the Fort Smith Little Theater, in operation since 1947. The Fort Smith Regional Art Museum (RAM) has been in operation since 1948. In January of 2013, RAM opened a newly renovated museum in Downtown on Rogers Avenue. The museum, designed by Polk, Stanley Wilcox, features exhibition space, a lecture hall, and space for artist-led workshops. UAFS conducts a yearly Season of Entertainment with shows, concerts, and other entertainment from local and national artists. As of 2013, UAFS renamed



Fort Chaffee Barbershop Museum

its downtown entertainment venue The Blue Lion at UAFS Downtown. The building, renovated at a cost of $2 million in 2009, was formerly known as Second Street Live. The venue has 20,000 square feet of space for concerts, exhibits, meetings, and workshops. Outside of Downtown, UAFS has plans to construct a $15.5 million visual arts building by the fall of 2015 that will include a 150-seat film theater. The new facility will be funded, in part, by a $2.5 million matching grant from the Windgate Charitable Foundation. UAFS aspires to have the building function as a "center for the arts" that will enhance the education of their students and contribute to the regional art community.[18]

The Fort Smith Convention Center, opened in 2001, features 40,000 gross square feet of flexible exhibit and event space, eight meeting rooms, and 1,300 seat theater with full production capabilities which serves as the home of the Fort Smith Symphony and the UAFS Season of Entertainment. The Convention Center was owned and operated by the City until the summer of 2011 when the City entered into a management agreement with the Advertising and Promotion

18 The City Wire, 2013

(A&P) Commission. In the first full year of operation by the A&P, the number of hosted events increased from 214 to 256, an increase of 19.6%. According to Destination Marketing Association International, events that generated out of town attendance brought an estimated $15,084,848 into the Fort Smith Economy in 2012.

Natural Resources

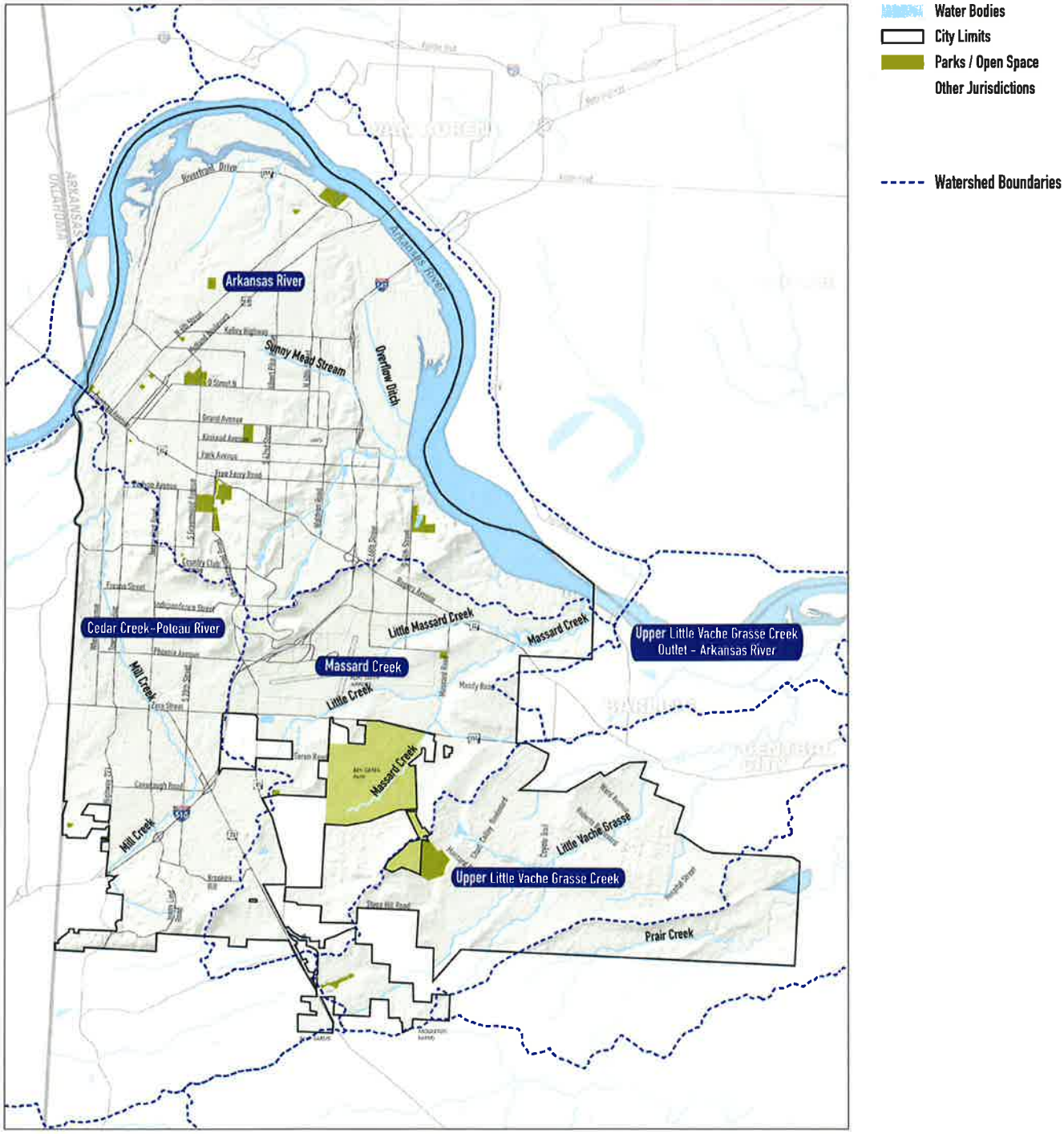
Fort Smith, located within the Arkansas Valley, is predominately flat and green. Residents and visitors enjoy almost 350 acres of parks and open spaces including the Fort Smith National Historic Site. One of the most significant environmental features that defines the city is its location next to the Arkansas River. In addition to the river, seven watershed sub-basins (Figure 2.22) run through the city including Little Massard, No Name, May Branch, Mill Creek, Sunnymede, Oak Park, Massard Creek, and the Spivey Creek. While the presence of waterways in the city provides enjoyment for residents and is an asset to the region, flooding and drainage issues continue to be an area of concern. Investments in stormwater management and control have helped mitigate some structure and street flooding, and more is being done to reduce the negative impact from stormwater events.

The river not only plays an important role in the movement of freight throughout the region, but also its biological diversity by providing a migration route for birds in their yearly southern migration. Ducks, Canada Geese, and Swallows are often seen moving along the river course during migration periods in the spring and the fall. The movement of a variety of bird species throughout the region has in part given the city its reputation as a bird-watching destination and sanctuary. Many bird-watchers flock to the 170-acre Janet Huckabee Arkansas River Valley Nature Center, located on the former site of Fort Chaffee, to see not only a variety of migrating birds, but also a number of small mammals

Arkansas River

and turtles. The center includes an educational facility with exhibits, opportunities for canoeing and fishing, and access to a number of nature trails. Only four species, out of the 23 on the Arkansas Endangered or Threatened species list, are located within the county. The Least Tern and the Piping Plover, one threatened and one endangered bird species, are generally found near water resources. The endangered American Burying Beetle is located within grasslands and forested areas, while the endangered Gray Bat, the only mammal of the list, is found within caves.

FIGURE 2.22: NATURAL RESOURCES



CHAPTER 3

AREAS OF COMMUNITY CONSENSUS

DEFINING COMMON GROUND

Synthesizing Public Input

The quality of public engagement and the input received throughout the visioning efforts of Community Forum Series 1, developing alternative futures in Community Forum Series 2, and ultimately selecting the City of Fort Smith's a preferred growth scenario at the Preferred Future Open House has added value to the plan update process, and will ultimately result in a sense of citizen "ownership"of, and support for the updated Comprehensive Plan. From the onset, and throughout the update process, the community remained the primary source of direction and input that has shaped the content of the plan.

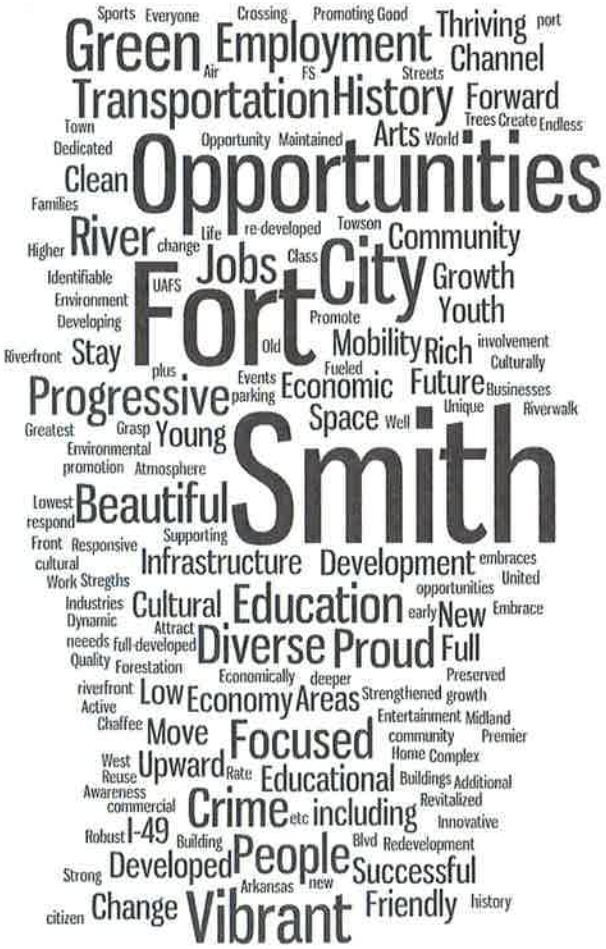
With a variety of input methods ranging from online discussions, to community forum events, and smaller focus group efforts, the Comprehensive Plan Steering Committee (CPSC) maintained a consistent and direct connection between the citizens and the planning team. This group of residents met regularly with the consultant team. In addition, a Technical Resource Team (TRT) consisting of the City's department heads met with planning staff and the consultant team to review and discuss public input. One of the goals of the CPSC was to identify common priorities based on community input, and provide the consultant team with the direction necessary to put together a community-based Vision Statement, Preferred Future, and Plan Framework. These primary components represent the foundation of the Comprehensive Plan update and are based directly on the results of the public engagement strategy.

Community Visioning

Three public forum visioning events were organized at different locations within the City, and different times over a two-day period to make sure residents had a variety of options to accommodate on their personal schedules. The format of each Community Forum event included a welcome by Mayor Sandy Sanders, followed by a brief introduction to the planning process by the consultant team. Following the presentation, each participant from the public joined a group of eight to ten fellow residents to engage in a round-table discussion facilitated by representatives from the Comprehensive Plan Steering Committee (CPSC), City staff, or the consultant team. The goal of the engagement at these forums was to solicit issues and aspirations from residents around the topics of Fort Smith's Strengths, Weaknesses, Opportunities, and Threats (SWOT) with the goal of developing a community-based Vision Statement.

In a facilitated discussion lasting about 15 minutes for each topic, every participant had the opportunity to offer their individual ideas. All of the ideas were recorded on a board so the group could see each other's ideas, discuss consolidating similar ideas, and prioritize the ideas that were the most important to them as individuals. At the end of each 15 minute topic discussion session, the group voted on which priorities were most important to them as a group. This process not only resulted in identifying a range of issues and aspirations that are important to residents as a basis for developing a Vision Statement, it also provided an opportunity for participants to hear a diverse range of ideas from other community members with whom they may not ordinarily interact.

Following the idea recording and prioritization process, each group worked on developing a draft Vision Statement that collectively addressed their priorities. At the end of each meeting, a representative from each group had the opportunity to report how the discussions at their table went, and share their group's Vision Statement. All of the ideas and Vision Statements were recorded, along with the list of priorities for each group. Over 1,000 ideas were collected directly from residents about Fort Smith's, strengths, weaknesses, opportunities, and threats. Each idea was recorded and transcribed into a spreadsheet, and grouped by topics to organize ideas into common themes. The ideas that were voted on as priorities were grouped to identify areas of consensus and form the basis of a common ground for a draft Vision Statement. The draft Vision Statements that each



group prepared were also recorded and transcribed to inform the development of a Vision Statement for the City. The statements were analyzed for common language or themes and compared to identify any areas of potential divergence.

Once all of the ideas were collected and synthesized, the results were tabulated to identify common themes and priorities. Where several groups came to similar conclusions on priorities, common themes were identified in order to create a Vision Statement. Within each theme are several specific concepts that represent the variety of values held by the community members who participated. These tabulations are shown in the following figures and discussion.

Community Forum Visioning Events

STRENGTHS:

- **What present conditions of Fort Smith do we value? What are our most important assets? What community qualities and values do we share and cherish?**

The most frequent theme to emerge from the community input related to Strengths was the quality of life enjoyed by residents of Fort Smith (Figure 3.1). This category included priorities such as a low cost of living, and public safety, in addition to other general positive aspects of living in the area. Many groups came to the consensus that the education system in Fort Smith was also strong, including the K-12 public schools, as well as UAFS. Other common priorities are related to Fort Smith's unique location, with rich natural and historic resources. Noticeably at the bottom of the list, are many issues that were raised as weaknesses, or potential threats; a lack of mobility, limited diversity, and recent or future demographic changes.

Out of the priorities that fell under the theme of quality of life, 33% related to the affordable cost of living, followed by 26% related to the level of safety in the area, 22% related to the character of the community.

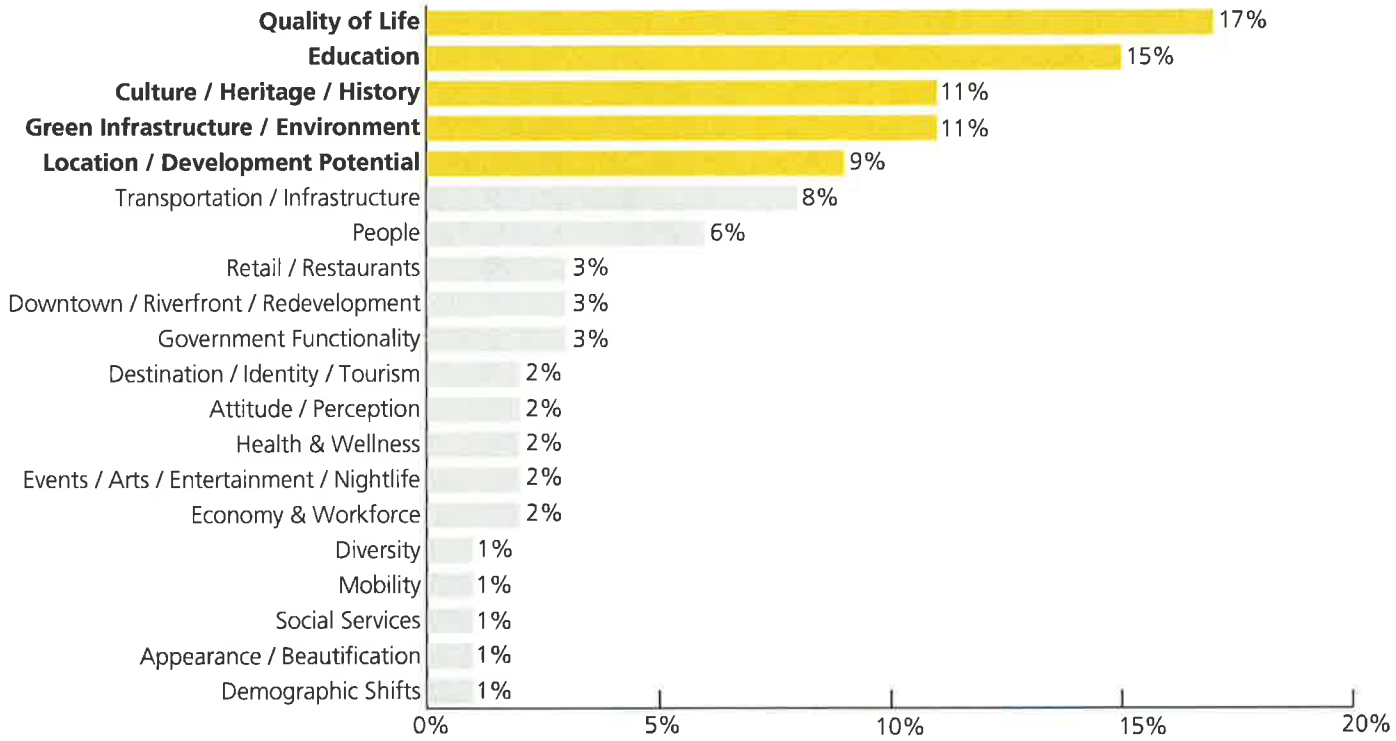
"GREAT QUALITY OF LIVING"

"A FRIENDLY TOWN WITH GREAT CHURCHES, AND BEAUTIFUL SCENERY"

"A STRONG COMMUNITY SPIRIT"

" A HOMETOWN ATMOSPHERE"

FIGURE 3.1: COMMON STRENGTH PRIORITIES:



WEAKNESSES:

- **What present conditions of our community do we characterize as problems requiring resolution? What negative aspects of our life here would we change?**

Most groups identified economic and workforce issues as significant weaknesses for the City of Fort Smith (Figure 3.2). These discussions included concerns raised by residents regarding a lack of employment opportunities, difficulty retaining a qualified workforce in Fort Smith, and making a transition from the former manufacturing based economy. There was also a consensus among groups that there may be functional problems, fiscal issues, or a failure of leadership within local government that could limit Fort Smith's future potential for growth. Another common priority that was seen as a weakness by the community was the absence of activities for young adults, particularly related to events and entertainment within the Downtown and riverfront areas. Residents see these lack of opportunities as contributing to a potential for future economic decline.

At the lower end of the list of weaknesses are aspects of Fort Smith that most groups found to either be strengths, or opportunities; including the people of Fort Smith, access to healthcare, and the City's unique historic and cultural heritage.

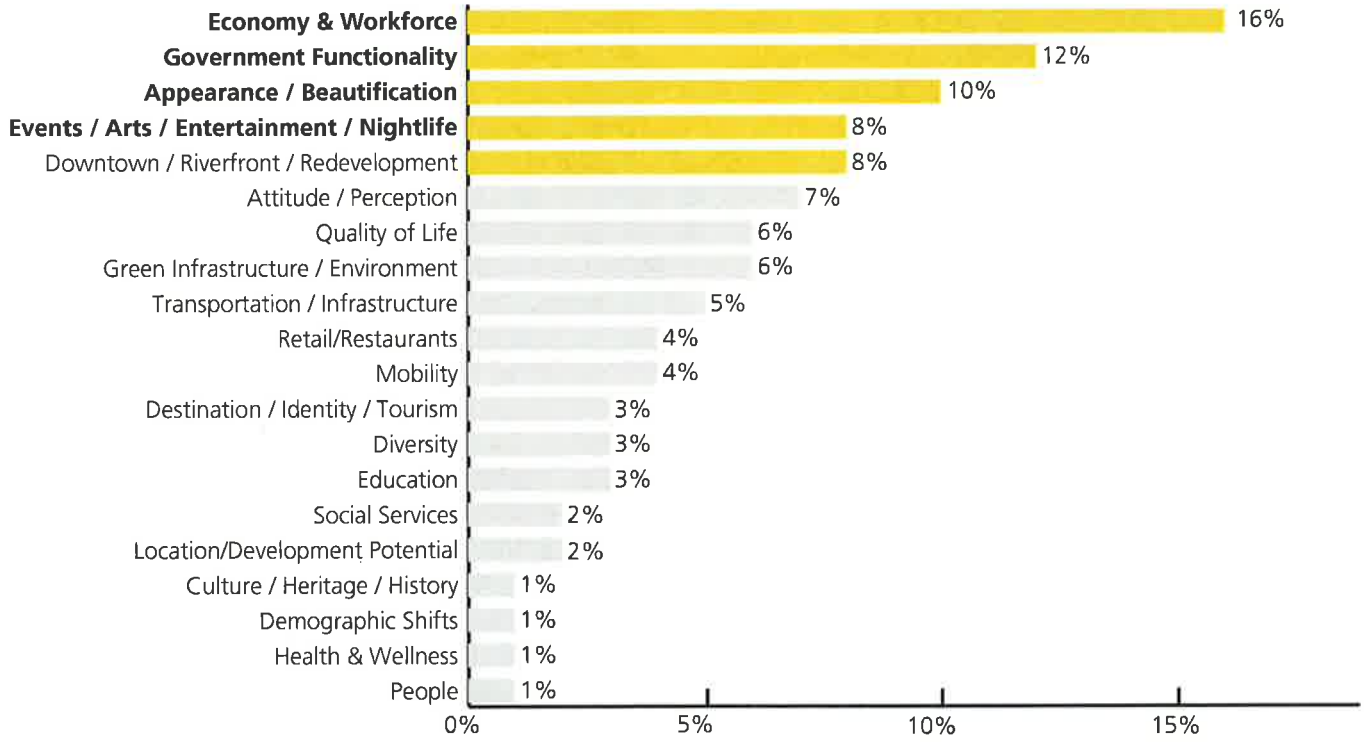
"NEGATIVE APPEARANCE AT CITY GATEWAYS"

"LACK OF QUALITY ENTERTAINMENT"

"DECLINING JOB OPPORTUNITIES"

"NOT ENOUGH WALKING, BIKING AND RUNNING PATHS"

FIGURE 3.2: COMMON WEAKNESS PRIORITIES:



OPPORTUNITIES

- **What circumstances, conditions or trends should we capitalize on to make our community better in the future? How do we leverage such opportunities?**

A significant majority of groups identified redevelopment and growth opportunities in Downtown Fort Smith and along the Riverfront as a common priority. Discussions within this theme included the opportunity for infill and re-use of vacant buildings, the potential to draw development along with the future U.S. Marshals Museum, and capitalize on the existing momentum already underway in the area. Residents suggested the rebuilding, refurbishing, revitalizing, and renewal of Downtown and the Riverfront, with denser living, and daily needs accessible within walking distance. On the other end of the discussion, both in respect to location and physical development type, many groups identified transportation investments, particularly Interstate I-49 as a major opportunity for development in the area around Chaffee Crossing.

Although the current economic downturn was identified as a weakness, specifically related to unemployment, many groups agreed that this also represents an opportunity for job growth and business development.

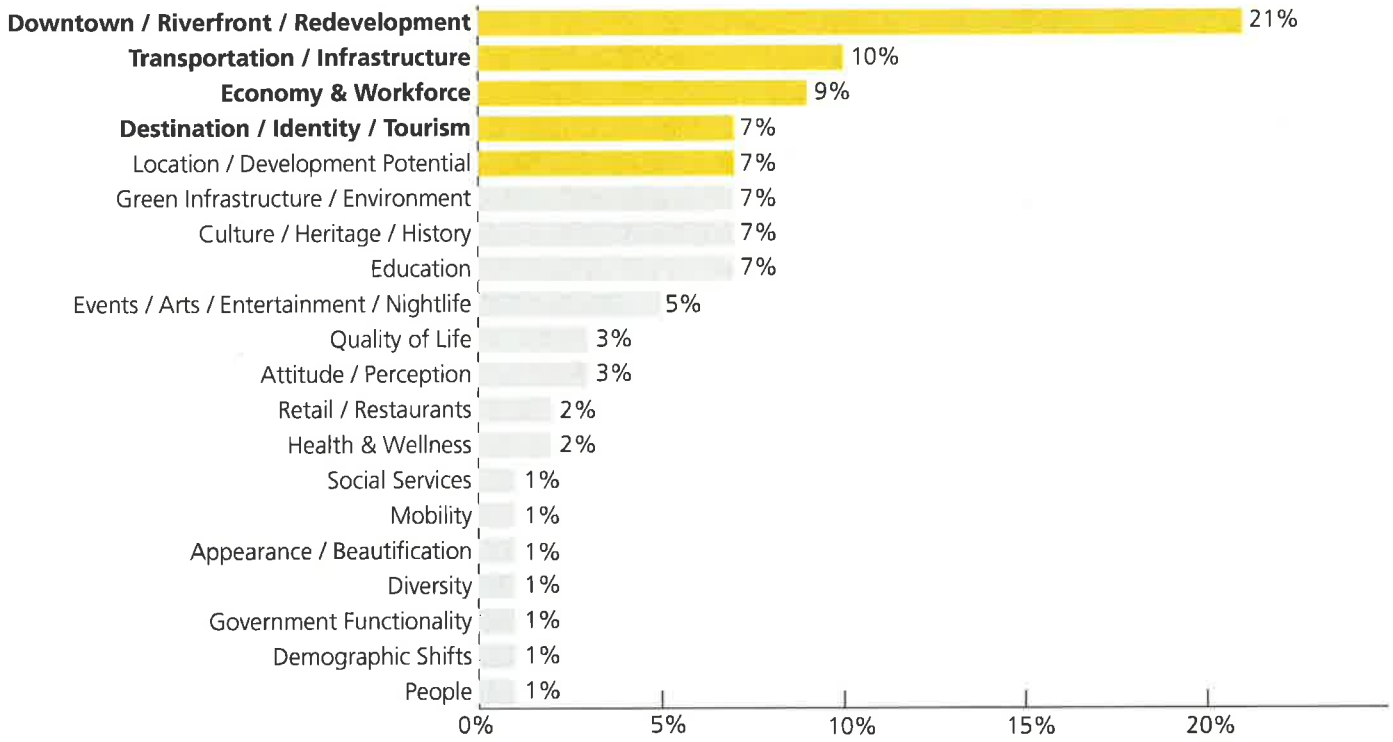
"CAPITALIZE ON THE CITY'S WATERFRONT"

"DOWNTOWN REVITALIZATION"

"PROMOTE TOURISM AND ATTRACT PEOPLE"

"GREEN INDUSTRIES"

FIGURE 3.3: COMMON OPPORTUNITY PRIORITIES:



THREATS

- **What potential challenges do we face in realizing the future we want? How will they impact us? How do we prepare for them - or prevent them?**

The economy was the most frequent theme to come out of community discussions about potential threats facing Fort Smith. Many groups came to the consensus that there are not sufficient job opportunities, and that even more jobs may be leaving the area in the future. An inability to retain a skilled and educated workforce was also seen as a direct threat to the economy, with young people leaving Fort Smith. Many priorities expressed within this category are also directly related to current demographic shifts that many also saw as a potential threat; an aging population, loss of youth, and an increase in Hispanic population without an increase in jobs. Another common theme identified as a potential challenge to realizing a better future was the existing perceptions of Fort Smith, and negative attitudes of residents. Many groups agreed that complacency, apathy, and fear of change are current problems that will continue to pose a threat moving forward. The functionality of local government was also identified as a threat, particularly related to the financial constraints and funding challenges facing the City. Many groups agreed that there will be a lack of capacity to increase revenues in the future.

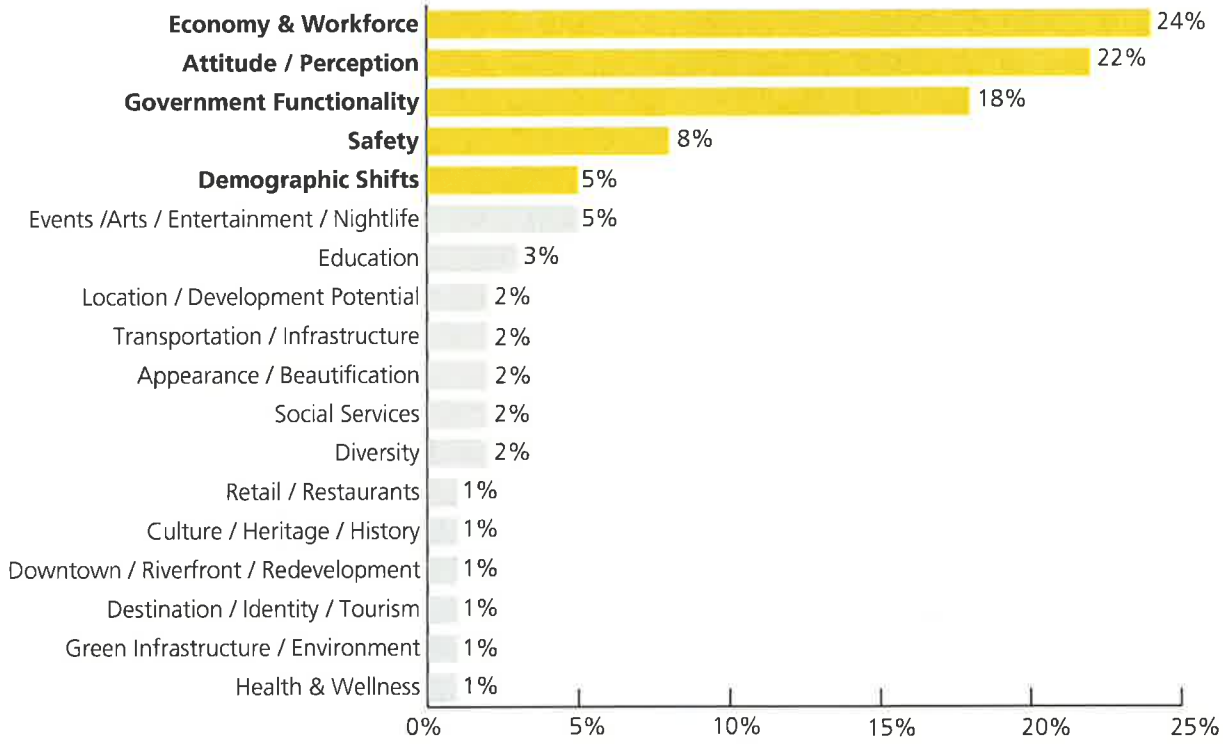
The Strengths, Weaknesses, Opportunities and Threats led to the formation of the Vision Statement, illustrated in the following discussion.

"FINANCIAL CONSTRAINTS AND LACK OF CAPITAL"

"LOSING YOUNG PEOPLE"

"CONTROLLING SPRAWL"

FIGURE 3.4: COMMON THREAT PRIORITIES:



FUTURE FORT SMITH VISION

What is a Vision Statement

The Vision Statement is an expression of the community's collective values and aspirations in the form of a description of what the community wants to become in the future. It answers the question "Where do we want to be?" Ultimately, it is the destination for the Comprehensive Plan; the Vision Statement sets the stage for defining "How we get there."

Vision Statement Framework

The common themes identified through the first Community Forum Series laid the foundation for the development of the Vision Statement, which was refined and ultimately approved by the CPSC.

The Vision Statement for Fort Smith expresses aspirations for the future of the community as citizens would like it to exist twenty years from now. It has been written from a perspective of what the City aims to accomplish through the influence of an update to the Comprehensive Plan.

BY 2035...

THE CITY OF FORT SMITH is recognized throughout the region and the nation as an exceptional community, characterized by its authenticity and proud frontier heritage, its outstanding quality of life, home town character, vibrant downtown and scenic riverfront. This outstanding livability, coupled with our strategic location, affordability and skilled workforce, has fueled growth, investment and the diversification of our economy. Our success is a result of purposeful and coordinated actions to leverage our assets and overcome our shortcomings, motivated by our vision and guided by our comprehensive plan. With "True Grit" perseverance, a united front of local government, citizens, businesses, institutions and civic groups acting in partnership, realized our vision by advancing progress on four fronts:

1. **RETAINING AND ENHANCING COMMUNITY CHARACTER AND QUALITY OF LIFE**
2. **PROMOTING SOUND GROWTH AND DEVELOPMENT**
3. **GROWING AND DIVERSIFYING OUR ECONOMY**
4. **UNITING OUR PEOPLE, INSTITUTIONS AND GOVERNMENT**

BY 2035...

Retaining and Enhancing Our Community Character and Quality of Life

- Fort Smith retains its authentic home-town atmosphere of safe, livable and well-maintained neighborhoods which provide a range of housing choices and convenient access to schools, parks, shopping and community facilities.
- We value the "green" in Fort Smith: our trees, river and streams and other irreplaceable natural scenic and recreational resources.
- Our network of parks, greenways and trails provide quality recreational opportunities, enhancing quality of life and property values, connecting neighborhoods and supporting healthy active lifestyles.
- We retain our proud frontier heritage and identity, protecting and promoting our historic districts, landmarks and cultural assets.
- Fort Smith enjoys enhanced community aesthetics achieved by raising the bar of expectations for appearance and upkeep; and through beautification efforts along our corridors and gateways, neighborhoods and activity centers.
- We promote our thriving cultural life – our museums, entertainment venues, festivals and special events, engage our youth, young adults and young at heart.

Promoting Sound Growth and Development

- Downtown Fort Smith and its scenic riverfront is activated with new housing, retail and entertainment attractions supporting day and nighttime activity and a vibrant urban lifestyle, one with a distinct flavor of historic Fort Smith.
- Fort Smith has responded to changing demographics and a diversifying population with a greater array of housing and lifestyle choices to serve our aging population and to attract and retain young adults and families.
- Our infrastructure systems: water, sewer, drainage and solid waste, are provided in a coordinated manner that ensures adequate capacity to meet long term needs, supports desired development patterns and conserves both natural and fiscal resources.
- We have reversed blight and obsolescence by promoting infill, redevelopment and adaptive re-use of buildings in downtown, and our older neighborhoods and commercial areas.
- Mobility has been enhanced with key linkages such as I-49, a deeper river channel, greater road network efficiency and connectivity and expanded mobility choices including transit, bicycle and pedestrian friendly streets and trails.
- The completion of I-49 has triggered and supported new investments, including development in Chaffee Crossing and new commercial, industrial, and residential development in strategic locations.

Growing and Diversifying Our Economy

- Our economy has grown and prospered by taking advantage of our strategic location within the region and our crossroads position with multiple modes of travel on our interstate highways, railroads, river and airport.
- We have improved our workforce skills, readiness and retention by linking curricula in our Fort Smith School District high schools and the technical and industrial training programs at the University of Arkansas – Fort Smith with the workforce needs of present and desired future employers.
- We have retained our traditional manufacturing base, while transitioning to a more diversified economy by promoting home grown entrepreneurs, leveraging the research and brainpower at the University of Arkansas - Fort Smith and by maintaining the trained and motivated work force and the technology infrastructure necessary to attract new employers.
- Our expanded array of challenging and well-paying employment opportunities allows Fort Smith to retain its best and brightest youth and attract new families to make Fort Smith their home.
- The addition of the U.S. Marshals Museum, along with a transformed riverfront and the many historic and cultural attractions, festivals and entertainment venues in downtown, has placed our city on the national map as a heritage tourism destination.

Uniting Our People, Institutions and Government

- We are a friendly, welcoming and caring community of citizens who embrace their diversity and who are actively engaged with their schools, houses of worship, civic organizations and their local government.
- We are a community with a shared identity, where pride and confidence in a bright future has overcome complacency.
- We have a business-friendly and citizen-friendly government, one with fair and transparent codes and regulations and with policies that align government priorities to reflect the needs and aspirations of the community.
- Fort Smith government prides itself on transparency and open communication, fiscally sound and resourceful funding of public facilities and services and its exercise of leadership to realize the vision of Fort Smith's future.

THE CURRENT TREND

Growth Projections

Planning for a Future Fort Smith that represents the resident's vision requires a discussion about the trend that the City is currently on, as well as potential alternatives to that trend. The first step in this process was determining what the implications of the City's existing policies and patterns of growth will be over the next twenty years. This Trend Growth Scenario represents a projection of how Fort Smith will grow over the next twenty years without any significant changes in current land use or strategic economic development. The result is a picture of what the City can expect to be by 2035, and an understanding of how that image compares to the Vision Statement developed by residents. This Trend Growth Scenario served as the baseline and context to evaluate potential alternative scenarios developed by residents through their "Chip Game" allocations. (See Chip Game under the public engagement strategy.)

Growth projections for the City include population and household estimates, as well as projected demand for nonresidential uses and future employment by the year 2035. Fort Smith is the largest city within its Metropolitan Statistical Area (MSA) growing at a 0.7% average annual rate over the period from 2000 to 2010; however baseline projections for the City's population prepared by the Frontier MPO estimate a 2035 population of 100,200 residents, representing an average annual growth rate of 0.6%, with an additional 13,991 in 41,000 new households by the year 2035. These population estimates correspond to a projected increase of 6,720 retail/office jobs and 1,680 industrial jobs by 2035, representing a 0.62% annual growth rate from current employment estimates.

Within the context of the Future Fort Smith Comprehensive Plan update, these baseline projections represent a future without a strategic approach to economic development or land use planning--essentially a result of "business as usual" moving forward. Taking into account the City's commitment to undertake and implement an update to the Comprehensive Plan as well as additional development potential within Chaffee Crossing, it is reasonable to assume a modest increase in annual population growth from 0.6% to 0.8%, and employment growth from 0.62% to 0.75%. These adjusted baseline projections are consistent with Fort Smith's slow and steady growth rates, as well as the residents' vision for economic development and revitalization.

Trend Scenario Development

A Trend Scenario was developed to represent the pattern of development that is likely to occur over the next 20 years if nothing changes in Fort Smith's current trends. The amount and location of development in the trend scenario was determined by using a susceptibility to change analysis (See Trend Memo) and current zoning (Figure 2.17). For each type of land use, areas zoned for that use with the highest susceptibility to change were the first projected to be developed—at the density allowed under current zoning. Following existing trends, 95% of growth was projected to be new development on currently vacant land and 5% of growth was projected to be redevelopment in already developed areas.

This process was completed independently for Chaffee Crossing and the remainder of Fort Smith using the population and employment projections for each because of the unique nature of their market conditions, and specific growth assumptions for these areas. Although some additional growth generation can be anticipated due to the unique development opportunities associated with Chaffee Crossing that do not exist elsewhere within Fort Smith, there is little evidence to indicate that all growth in this area would represent a net increase for the city above existing baseline growth projections. The future demand

FIGURE 3.5: FUTURE DEMAND BY TYPE

	FORT SMITH				CHAFFEE CROSSING		TOTAL	
	NEW DEVELOPMENT		REDEVELOPMENT		NEW DEVELOPMENT			
Single Family Residential	2,244 Units	663 Acres	118 Units	13.1 Acres	1,600 Units	427 Acres	3,962 Units	1,102 Acres
Multi-Family Residential	990 Units	44.1 Acres	52 Units	1.62 Acres	960 Units	77.6 Acres	2,002 Units	123 Acres
Retail and Office	585,474 Building SF	15.8 Acres	30,814 Building SF	0.595 Acres	515,856 Building SF	18.4 Acres	1,132,144 Building SF	34.8 Acres
Industrial	212,061 Building SF	5.28 Acres	11,161 Building SF	0.233 Acres	1,264,928 Building SF	41.2 Acres	1,488,150 Building SF	46.7 Acres

FIGURE 3.6: DEVELOPMENT PROPORTION ASSUMPTIONS

	TOTAL	FORT SMITH		CHAFFEE CROSSING		
	TOTAL	FORT SMITH (OUTSIDE CHAFFEE CROSSING)	% OF TOTAL	CHAFFEE CROSSING	% OF TOTAL	% INCREASE FROM CHAFFEE CROSSING
Single Family Residential	3,962 Units	2,362 Units	60%	1,600 Units	40%	9%
Multi-Family Residential	990 Units	1,042 Units	52%	960 Units	48%	11%
Retail	629,986 Building SF	314,993 Building SF	50%	314,993 Building SF	50%	25%
Office	502,158 Building SF	301,295 Building SF	60%	200,863 Building SF	40%	26%
Industrial	1,488,150 Building SF	223,222 Building SF	15%	1,264,928 Building SF	85%	30%

for growth by type is summarized in Figure 3.5, with a breakdown of assumptions related to the proportion of each development type for the City of Fort Smith, and Chaffee Crossing respectively, as well as the additional residential units and non-residential square footage attributed to Chaffee Crossing are summarized in Figure 3.6.

These figures represent educated assumptions, and form the baseline demand for growth within Fort Smith over the next 20 years. The total numbers used for the Trend remained consistent throughout the Comprehensive Plan Update process and among the Alternative Futures, as well as the Preferred Scenario selected by the public.

Trend Scenario

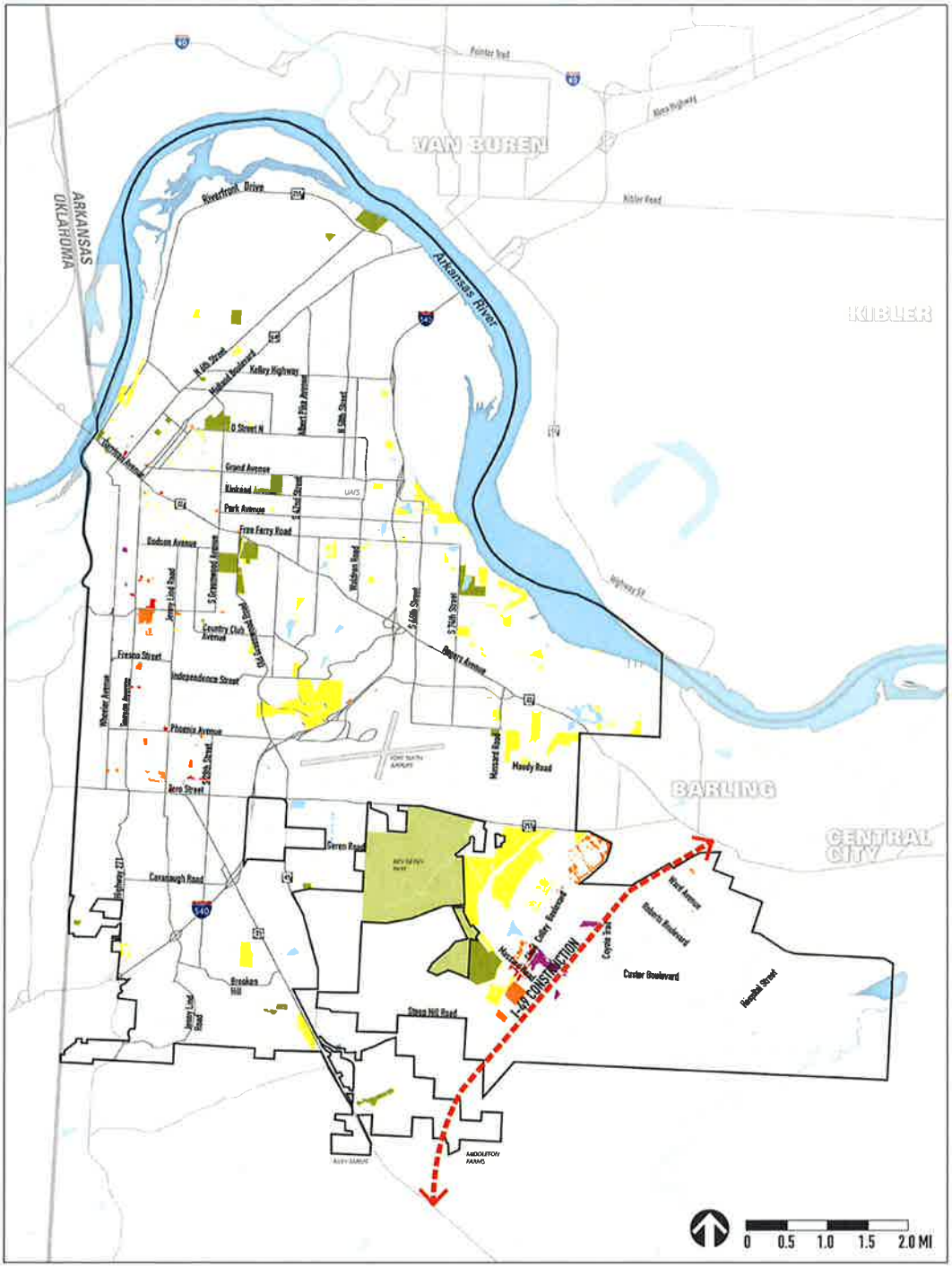
As depicted in Figure 3.7, the Trend Scenario shows growth dispersed throughout Fort Smith, with limited future development within the urban core or existing neighborhoods. The most significant concentrations of single family residential uses are projected to occur toward the eastern and southern portions of Fort Smith, particularly in Chaffee Crossing, along Massard Road, and just northwest of the Fort Smith Regional Airport. With relatively modest growth projected over the next 20 years, this pattern is both unbalanced in terms of it's location, but also limited in terms of its ability to impact the quality of its surrounding neighborhoods and commercial areas. This trend suggests that without action, the existing efforts to revitalize Downtown Fort Smith could be compromised, and other commercial corridors and neighborhoods with concentrations of disinvestment could continue to decline.

Recent Chaffee Crossing Residential Development

In relation to the Vision Statement, this trend fails to meet expectations across each category identified for the city to advance, particularly related to retaining and enhancing community character and quality of life. The trend represents a pattern of growth that is not deliberately focused on cultivating livable neighborhoods with safe and convenient access to jobs and recreation. Within this context, the existing limited diversity of housing choices within neighborhoods would remain, and access to schools, parks, and shopping would be dominated by driving in cars. This trend does not promote sound growth and development, representing a future where Downtown Fort Smith and its scenic waterfront are not activated with new housing, retail and attractions that would support day and nighttime activity or a vibrant urban lifestyle. This pattern of growth has the potential to contribute to the growing blight and obsolescence in existing neighborhoods with minimal infill, redevelopment, and adaptive reuse of buildings in older neighborhoods and commercial areas.

This Trend Scenario portrays a future where the city remains on its current path, and serves as an important backdrop to compare potential alternatives and an eventual preferred scenario that more closely represents the resident's vision. The households, people, and jobs represented in this Trend Scenario will remain consistent among the Alternative Futures that residents will have the opportunity to select from, as well as the final Preferred Scenario that the Comprehensive Plan will work towards in order to maintain the ability to objectively and accurately compare the impacts of each scenario, and how well they perform relative to the Vision Statement.

FIGURE 3.7: TREND SCENARIO WITH LAND USE



Water Bodies
City Limits
Parks / Open Space
Other Jurisdictions

Single Family Residential
Multi-Family Residential
Retail and Office
Industrial

ALTERNATIVE FUTURES

Alternative futures, or potential scenarios, are developed by distributing a fixed amount of projected growth across a fixed area, but in varying configurations. This process was initiated in Fort Smith by presenting the Trend Scenario to the community and asking what alternative patterns of growth residents will want to see over the next twenty years that would help achieve the Vision Statement. Over one hundred residents participated the Community Forum Series 2 events where they used maps and growth "chips" to show where and how the city should grow by the year 2035. Each group had the opportunity to determine the future density and location of people and jobs throughout Fort Smith and discuss how that growth would move the city toward achieving its vision. The results of this effort were synthesized to produce a series of alternatives that represent the concepts developed by residents.

Community-Based Alternative Futures

Working in small groups, participants were asked to review the Trend Scenario, compare it to the Vision Statement, and illustrate on a map where and how they would prefer to see Fort Smith grow in the future. Each group of participants were given a set of stickers representing a variety of land use types (mixed-use corridors, neighborhood centers, high density residential, low density residential, retail/services, etc.) and densities and worked together to place their development in their preferred patterns.

Alternative Futures were developed by identifying common elements among the chip exercise maps prepared by residents throughout the Community Forum Series 2 events. Almost all of the participating groups came to the consensus to trade in their allotment of growth chips in order to move in a more compact overall direction than the city's existing trend. These groups allocated future growth in a variety of areas throughout the city, but tended to place people and jobs within close proximity to each other; either with mixed use centers, or several different single-use chips clustered together. These centers and clusters generally occurred within the Downtown area, at key intersections, and areas emerging with existing development such as Chaffee Crossing. Another common theme throughout most of the maps was the placement of commercial corridors and centers where existing corridors and centers are already located, indicating support for future growth of these established areas. This was also true for residential uses, evidenced by many groups who placed single family chips in existing residential neighborhoods.

In addition to the chips on the maps, the Alternative Futures took the comments and notes provided by residents into consideration. Many groups identified "balance" as a key theme or the title of their map, and referenced several important transportation components throughout the city.

These two themes served as the basis for creating distinct options for Fort Smith. Recognizing the public's input throughout this process, two Draft Alternative Futures were developed and presented to the Comprehensive Plan Technical Resource Team (TRT) and Comprehensive Plan Steering Committee (CPSC) for their review. Minor revisions were made to the Alternatives in preparation for presentation to residents through the Alternative Futures Community Open House. The Alternative Futures presented included:

1. *Compact Alternative A: Focused on developing strong livable neighborhoods by directing the majority of future growth among 3 or 4 larger mixed-use centers, including Downtown and Chaffee Crossing, and 2 or 3 smaller mixed use clusters.*

2. *Compact Alternative B: Directed the majority of future growth Downtown, and supports 3 or 4 smaller mixed-use centers.*

FIGURE 3.8: ALTERNATIVE FUTURE DEVELOPMENT

In addition to "balance" several other components remained fairly consistent across both Alternatives, including strategic infill and stabilization of existing neighborhoods, new single family development within the southern portions of the City, maintaining commercial/job centers along key corridors, and providing flexibility for the location of future industrial uses at Chaffee Crossing and repurposed industrial clusters throughout the city (Figure 3.8).

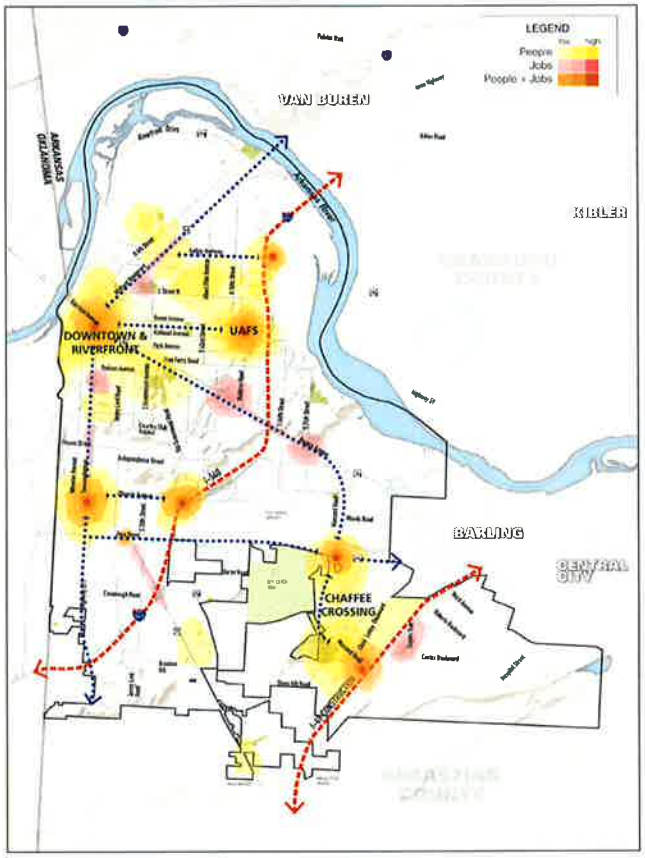
The public had the opportunity to review each of the Alternative Futures, including the Growth Trend, and vote on their Preferred Scenario during the Preferred Future Community Open House, online through FutureFortSmith.com, or at one of several local events. The results from community-wide voting were assessed and used to develop the Preferred Scenario and future land use framework. The Alternative Futures are described in detail in the following section.

Compact Alternative A:

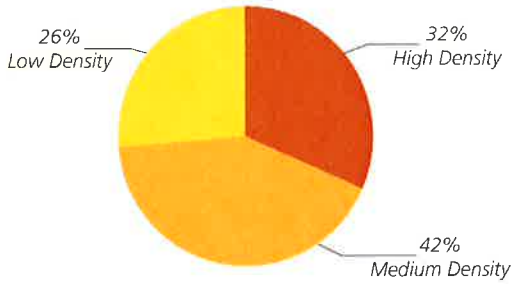
Focused on supporting the growth and development of several walkable neighborhood centers throughout Fort Smith, as well as strengthening existing neighborhoods by reinforcing their built and social fabric, as well as restoring historic significance where it exists. This scenario would result in a series of several connected mixed-use nodes with sufficient individual character and resources to support their surrounding residential communities. Future growth in this alternative would include redevelopment and infill of Downtown Fort Smith, but also significant development of new and emerging centers to encourage the development of more livable neighborhoods. This scenario serves to balance the current trend of auto-oriented and isolated-use growth with a more walkable community typology. Chaffee Crossing would develop into a more mixed-use center with a variety of commercial uses to support higher residential densities. Components of Compact Alternative A include:

- Counter-balances the trend of dispersed development
- Enhances the character and quality of several of Fort Smith's existing neighborhoods by creating more livable environments
- Recognizes the growth of several emerging areas and works to prevent them from forming into single-use auto-oriented clusters
- Identifies potential for significant density increases in neighborhood centers outside of the Downtown.
- Creates more opportunities for residents to live within close proximity of a variety of jobs
- Allows for infill and stabilization of existing residential areas as well as current commercial/job centers.
- Provides the flexibility to allow new single family residential uses in growing areas.

FIGURE 3.9: COMPACT ALTERNATIVE A



RESIDENTIAL DENSITY

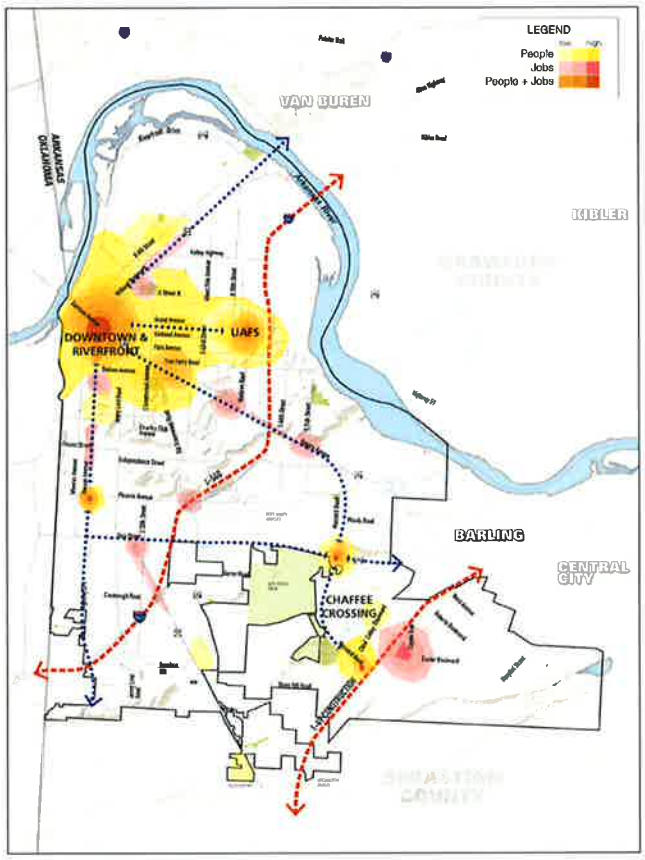


Compact Alternative B:

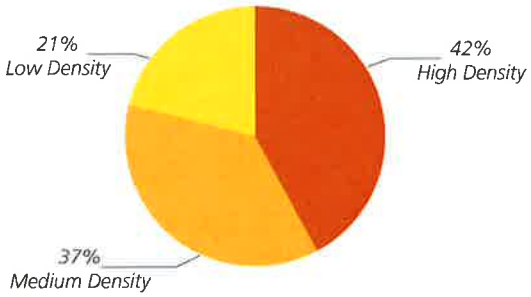
Focused on revitalization of Downtown Fort Smith and the Riverfront, with adaptive reuse of existing buildings, promoting infill and redevelopment in the urban core and surrounding neighborhoods. Although the majority of growth would be Downtown, additional centers would be promoted in strategic locations with sufficient densities and mixing of uses to support a livable and walkable neighborhood environment. This Alternative serves to balance the current trend of growth outside the Downtown area. Chaffee Crossing would remain primarily a job-center with development focused on industrial uses and the associated residential households and commercial services. Components of Compact Alternative B include:

- Counter-balances the trend of development outside the city's urban areas
- Includes a strong focus on Fort Smith's historic resources
- Supports the development of riverfront amenities and investment
- Catalyzes existing economic development, tourism investments, and redevelopment efforts in Downtown
- Recognizes the growth in other neighborhoods with strategic mixed-use centers at key locations (UAFS, Chaffee Crossing, etc.)
- Includes limited density increases in neighborhood centers outside of the Downtown
- Allows for infill and stabilization of existing residential areas as well as current commercial/job centers
- Provides the flexibility to allow new single family residential uses in growing areas

FIGURE 3.10: COMPACT ALTERNATIVE B



RESIDENTIAL DENSITY



THE PREFERRED FUTURE

The Preferred Future was developed based on the proposed densities and growth clusters identified in Compact Alternative A and Compact Alternative B. This synthesis was completed by overlaying both scenarios and identifying the common elements that can be incorporated into the plan goals and policies. In response to specific comments received throughout the public engagement process, some areas of growth from the Alternatives were shifted, but many areas remained the same. Overall, the breakdown of densities for the Preferred Future will match Alternative A, the scenario with the highest votes and strongest agreement comments.

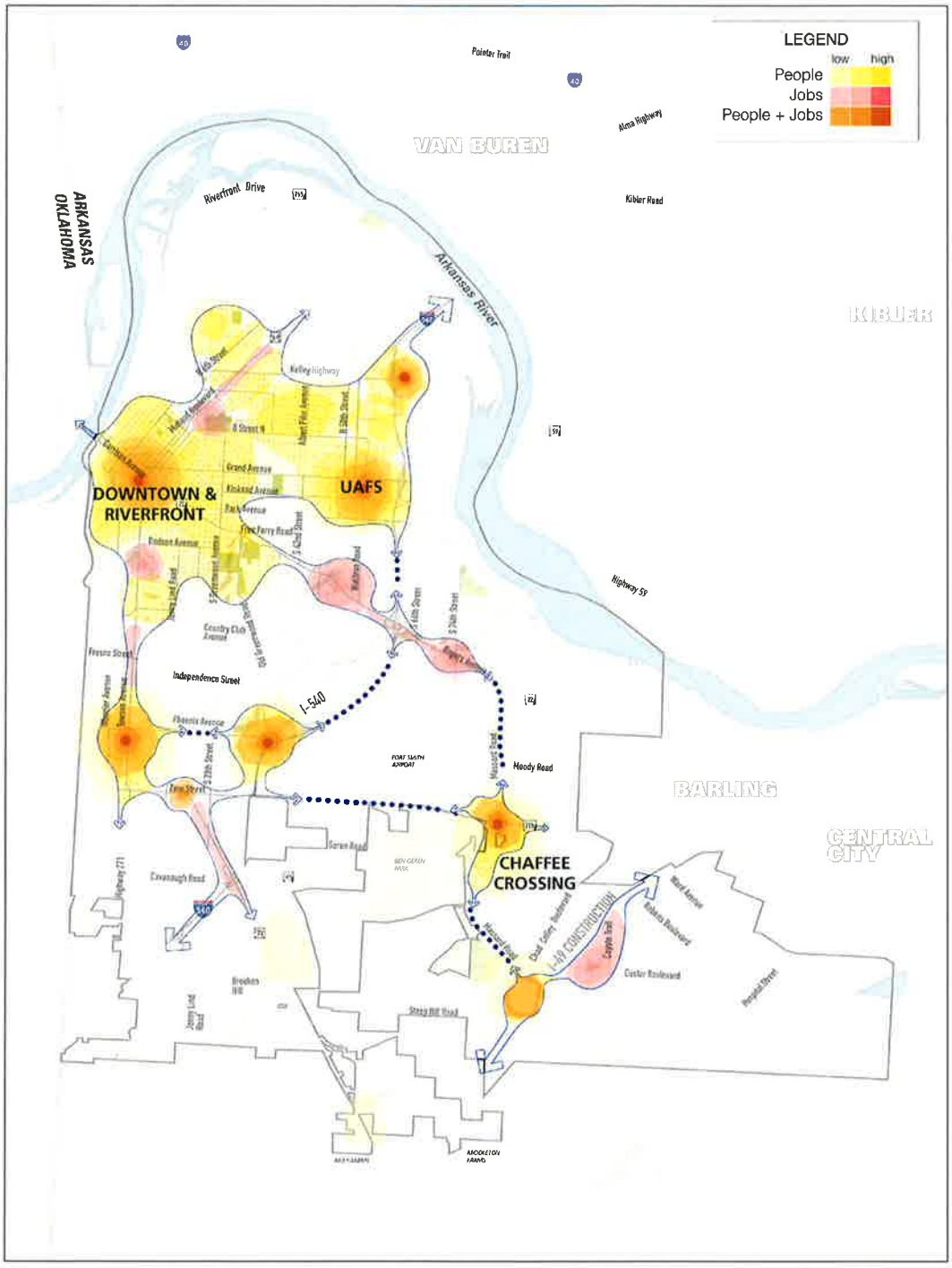
Additional adjustments to the scale and location of projected growth were made to accommodate some of the negative comments and community concerns associated with the Trend Scenario. Taking into consideration the strong support from the public for both of the compact alternatives, and lack of interest in the city's current trends, the Preferred Future Scenario is designed to represent a counter-balance to existing growth patterns by focusing primarily within the Downtown, along the Riverfront, and in Fort Smith's existing neighborhoods.

A Balanced Approach

Focused on supporting the growth and development of Downtown Fort Smith, strengthening existing neighborhoods by reinforcing their built and social fabric, restoring historic significance where it exists, and promoting the development of several walkable neighborhood centers throughout the city. This scenario would result in a revitalized Downtown and Riverfront connected to a series of mixed-use nodes with sufficient individual character and resources to support their surrounding residential communities. Future growth in this Preferred Future would be focused on redevelopment and infill of Downtown Fort Smith, but also significant development of new and emerging centers to encourage the development of more livable neighborhoods. This Preferred Future will serve to balance the current trend of auto-oriented and single-use with a more walkable community typology. Components of the Preferred Future include:

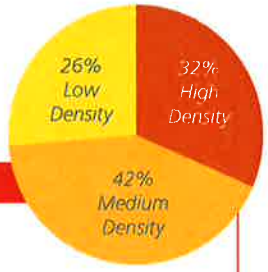
- Supports the development of Downtown Fort Smith and Riverfront investment
- Counter-balances the trend of dispersed development by focusing on Fort Smith's historic resources and existing infrastructure
- Catalyzes existing economic development, tourism investments, and redevelopment efforts in Downtown, and along the Riverfront
- Recognizes the growth in other neighborhoods with strategic mixed-use centers at key locations (UAFS, Chaffee Crossing, etc.)
- Allows for infill and stabilization of existing residential areas as well as current commercial/job centers
- Enhances the character and quality of several of Fort Smith's existing neighborhoods by creating more livable environments
- Recognizes the growth of several emerging areas and works to prevent them from forming into single-use auto-oriented clusters
- Identifies potential for significant density increases in targeted neighborhood centers outside of the Downtown
- Creates more opportunities for residents to live within close proximity of a variety of jobs

FIGURE 3.11: FUTURE FORT SMITH PREFERRED FUTURE



How does the Preferred Future perform?

RESIDENTIAL DENSITY



FISCAL IMPACT

- Higher density residential, commercial and employment uses helps increase cost/value relationships
- Utilizing existing infrastructure and reducing service costs helps reduce the City's fiscal deficits
- Promoting balanced growth of residential and non-residential land uses seeks to pace new development with operating costs

MOBILITY

- Increases the proportion of households within direct proximity to retail, commercial uses, institutions, education, reducing the demand for future trips, vehicle miles traveled, and traffic congestion
- Utilizes existing transit infrastructure with potential for enhanced downtown service and additional service in other strategic locations with increases in density throughout Fort Smith
- Increases the opportunity to walk or bike as a primary alternative to the car (for work or school in the downtown core), or for short trips in neighborhood centers (movies, restaurants, local events)

ENVIRONMENT

- More infill and redevelopment in areas previously developed, or surrounded by development limits environmental impacts
- Adaptive re-use of existing buildings limits waste and increases sustainability of existing infrastructure
- Higher density development limits the amount of impervious surfaces; allowing for increased local stormwater infiltration
- Higher density development increases energy efficiency, lowering energy costs and reducing negative environmental impacts

LAND USE

- The variety of land uses in neighborhood centers provide a greater variety of employment opportunities to a range of residential development types; increasing economic opportunities. An estimated 55% of future land uses in this scenario are projected to include a mix of uses
- Existing commercial and retail uses will serve future residential growth and contribute to the re-investment of Fort Smith's existing centers

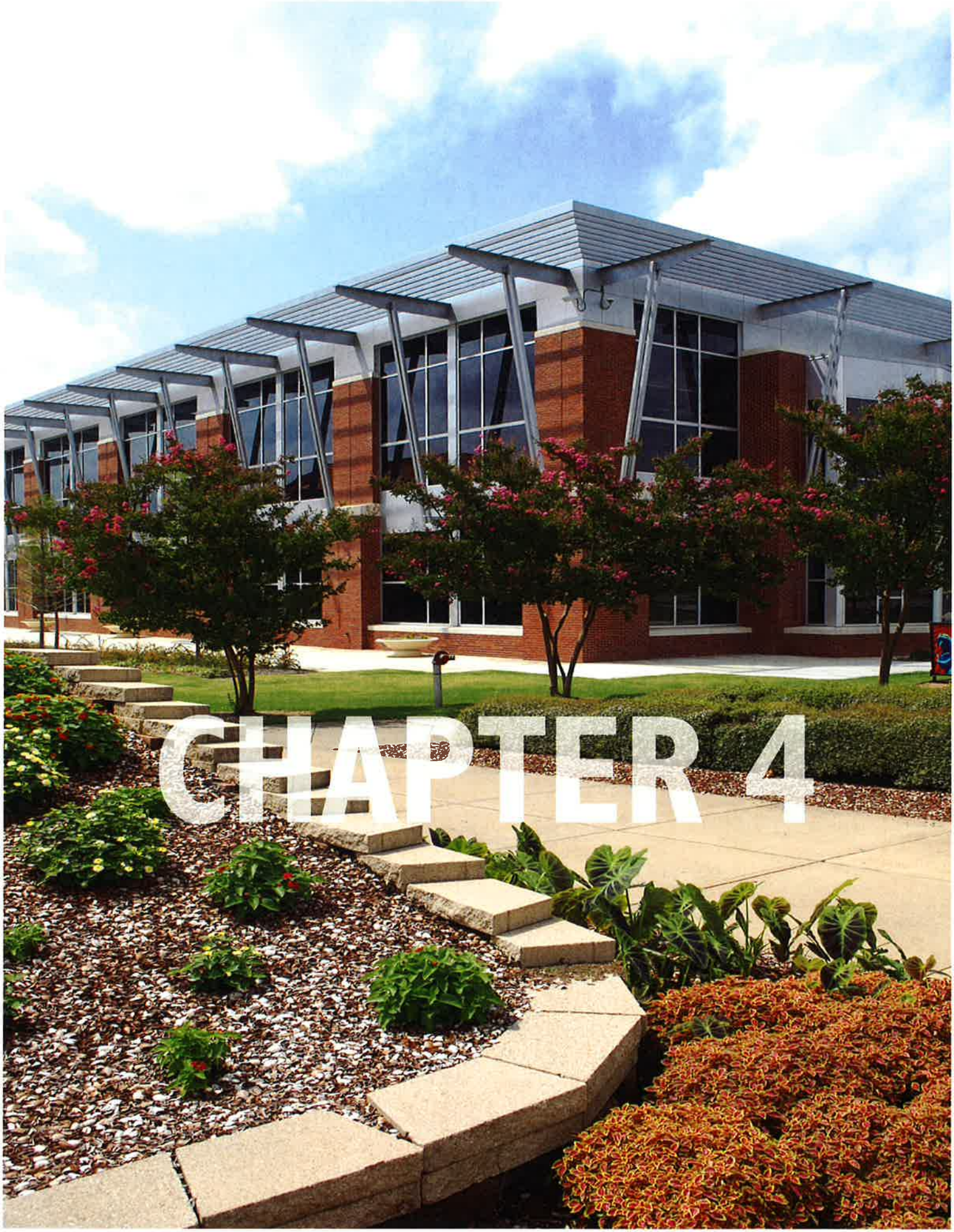
Infill development stabilizes existing neighborhoods

More opportunities to walk or bike to destinations

More families living and working downtown

Redevelopment and infill with increasing density

Activated Riverfront



CHAPTER 4

PLAN ELEMENTS

HOW TO USE THIS SECTION:

Plan Element Abbreviation
This 2 to 3 letter abbreviation references the title of each element and provides the prefix to each of the element's goals, policies and actions.

Connection to the Future Fort Smith Vision Statement

ABC

Retaining & Enhancing Community Character and Quality of Life
Growing and Diversifying Our Economy
Promoting Sound Growth and Development
Uniting Our People, Institutions and Government

Strategic Direction Symbol identifies the components of the Vision Statement that each policy supports.

WHERE ARE WE NOW?

- **These bullets focus on providing a snapshot of where Fort Smith stands related to the specific element.**
- **This information provides the context and baseline for the goals, policies and actions identified in each element**

WHERE WE WANT TO BE

- **These bullets list the outcomes that the community identified as important to them.**
- **Excerpts from the Vision Statement and Strategic Directions are included to connect the content of each action back to the overall goal that the Vision represents.**

ELEMENT TITLE

The Current Landscape

The content of this section is intended to provide an overview of the topic areas associated with each of the plan's elements. The text here will summarize the existing conditions and key data that informed the development of the policy framework. This section precedes the more direct policy language and provides additional context and topic discussion.

GOAL ABC-I

The text of the specific goal will be here.

The explanatory text that outlines the rationale for the goal and identifies the policy implications will be here. This information will include what Fort Smith residents identified as important to them, and any relevant information to add context to the goal.

POLICY ABC-1.1

The text of the specific policy will be here.

» *ACTION ABC-1.1.1*
The text of the specific action will be here

GOAL ABC-2

The text of the specific goal will be here.

POLICY ABC-2.1

» *ACTION ABC-2.1.1*

FLU Future Land Use
ED Economic Development
HN Housing & Neighborhoods
CCD Community Character & Design
TI Transportation & Infrastructure
NCR Natural & Cultural Resources

ELEMENT TITLE

GOAL ABC-3

The text of the specific goal will be here.

POLICY ABC-3.1

POLICY ABC-3.2

POLICY ABC-3.3

» *ACTION ABC-3.1.1*

EXAMPLE TITLE

The information in these call-out sections is intended to provide an example from another location that relates to the specific content of the Policy Framework.

Outside Resources
Find out what other cities are doing successfully, and what tools may be available to reach Fort Smith's Goals.

WHAT DOES THIS MEAN TO ME?

» This section is included on the first page of each of the plan elements to provide brief set of examples of how the content of the Comprehensive Plan relates to residents as individuals.

» The bullets are intended to bring some of the more abstract planning concepts more in line with the daily lives of Fort Smith residents

WHAT CAN I DO?

» This section is included on the final page of each of the plan elements to provide brief list of opportunities for residents to help implement the actions identified.

» The content of this section is intended to encourage residents to get involved and take action on their own.

Expand Your Involvement
Each element has information on how the content pertains to residents as individuals and how they can get involved.

#

FUTURE LAND USE

WHERE ARE WE NOW?

- **Centers outside of the CBID are auto-oriented**
- **Commercial and industrial uses have developed along major transportation corridors throughout the city, often leaving obsolete buildings underutilized or vacant as new centers emerge.**
- **Most properties identified as having a vacant land use are currently zoned for industrial or transitional uses**

WHERE WE WANT TO BE

- **A City with a greater variety of housing and lifestyle choices to serve the increasingly diverse Fort Smith community.**
- **A City with an activated Downtown and Riverfront**
- **A complete network of walkable neighborhoods**
- **A balance between new development and supporting existing neighborhoods**

The Current Landscape

The City of Fort Smith's configuration and current use of land has largely been driven by the development market, with slow and steady growth occurring in the form of new investment in emerging areas in southern portions of the City. Although recent investments in the Downtown have resulted in revitalization, new residential and commercial developments have largely occurred in areas outside of the historic core. This reactive approach and lack of a focused Future Land Use Strategy holds the potential to limit the positive impacts associated with the limited growth that the City is projected to experience over next decades, and may serve to impede the scale and speed of progress that has been made in revitalizing Downtown and the Riverfront.

As depicted in Figure 3.7 on page 65, the City's current trend shows that without action, future growth would likely be dispersed throughout Fort Smith, with limited future development within the urban core or existing neighborhoods. The most significant concentrations of single family residential uses are projected to occur toward the eastern and southern portions of Fort Smith, particularly in Chaffee Crossing, along Massard Road, and just northwest of the Fort Smith Regional Airport. With relatively modest growth projected over the next 20 years, this pattern is both unbalanced in terms of it's location, but also limited in terms of its ability to impact the quality of its surrounding neighborhoods and commercial areas This trend suggests that without action, existing commercial corridors and neighborhoods with concentrations of disinvestment could continue to decline.

Development Constraint Factors

Fort Smith is located within the Arkansas Valley, meaning the city is relatively flat and verdant with few environmentally-based development constraints. The most significant environmental constraints include floodplains, streams, and waterways. A large portion (41%) of the land within the city is currently undeveloped or vacant. Much of this land is adjacent to the river in the northwest corner of the city. This area, through which Riverfront Drive (Arkansas 255) passes, is largely undeveloped with only a few scattered farms and residences because a majority of the land falls within a flood hazard area. A majority of development has been within existing water and sewer service areas. Flood hazard areas, as seen in Figure 4.1, are scattered throughout the city along a number of creeks and waterways.

Credit: WRT

WHAT DOES THIS MEAN TO ME?

- Getting the right balance of future residential and commercial growth in the right places ensures that existing neighborhoods and businesses are not negatively impacted by new development.
- Having a realistic understanding of how much future land is needed to accommodate future growth helps your decision-makers prioritize where future investments should be made.
- The quality of future development in neighborhoods, along commercial corridors, and in the downtown depends on the provision of the appropriate amenities such as parks and recreation facilities, roadway capacity, and parking.

Existing and Potential Redevelopment Opportunities

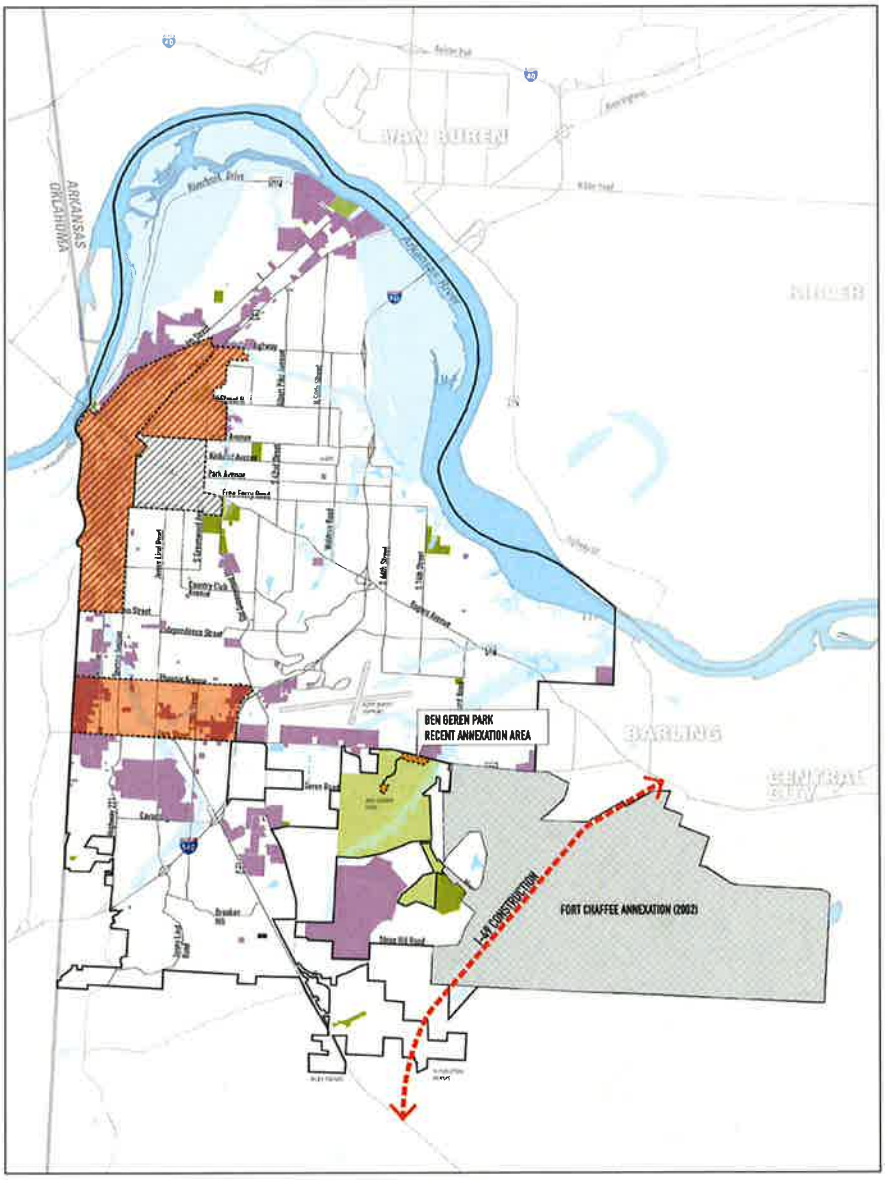
Potential revitalization opportunities exist in many of the older neighborhoods and vacant and underutilized industrial zoned areas. These areas have seen the largest amount of disinvestment and neglect in recent years while investment in suburban areas has remained steady. The presence of underutilized and underdeveloped land near the river presents an opportunity for both commercial and residential development as well as riverfront access through the development of park and open space amenities. The city, through the prior comprehensive plan and the Riverfront Master Plan, has established policies and strategies to link the city and its residents back to the river by creating attractions, including the expanded Harry E. Kelley Riverpark, and the adjacent planned U.S. Marshals Museum. Additionally, the CBID, Chamber of Commerce, and the city are continuing to market the riverfront adjacent to downtown as an opportunity for private development.

Investment along Garrison Avenue and Towson Avenue, the traditional commercial corridors, holds the potential to move the revitalization of the city's obsolescent commercial corridors forward. Currently, FSM Redevelopment Partners is investing in and rehabilitating the Phoenix Village Mall at the intersection of Towson Avenue and Phoenix Street. They have leased space in the mall property for Health Management Associates' new regional center and a call center for Sykes. At full occupancy, the newly renovated Phoenix Village Mall site is estimated to employ more than 1,200. FSM plans to continue developing the additional vacant spaces they own along the Towson corridor in years to come which could signal a resurgence in private commercial investment.

Intermodal infrastructure improvements may be a key catalyst for development in Fort Smith. The completion of the five and a half mile portion of Interstate 49 (I-49) between Highway 71 South and Highway 22, primarily funded through the American Recovery and Reinvestment Act, is expected to open the door for more industrial, commercial, and residential development and investment in the Chaffee Crossing area. At completion, I-49 will extend from New Orleans, Louisiana to Kansas City, Missouri and serve as a major trade route for moving people and manufactured goods from the US border with Canada to the Gulf Coast. The segment of the highway between Highway 22 and Highway 71 is expected to be opened to traffic within the next year.[1]

1 City of Fort Smith, "2013 Accomplishments"

FIGURE 4.1: REINVESTMENT OPPORTUNITIES



TOOL BEST PRACTICE

RIVERFRONT DEVELOPMENT

The city can build on the strong participation of the community throughout the Future Fort Smith process by hosting on-going Town Hall events to update the community about the city's progress.

RESIDENTS SAID...

Mixed-Use, Pedestrian Friendly, and Less Sprawl

- Water Bodies
- City Limits
- Parks / Open Space
- Other Jurisdictions
- Floodplains (100 Year)
- Areas with Low Median Household Income
- Areas with Older Housing Stock
- Ben Geren Annexed Areas
- Industrial
- Chaffee Crossing Annexed Area
- Transportation Infrastructure Improvements

A Focus on Impact

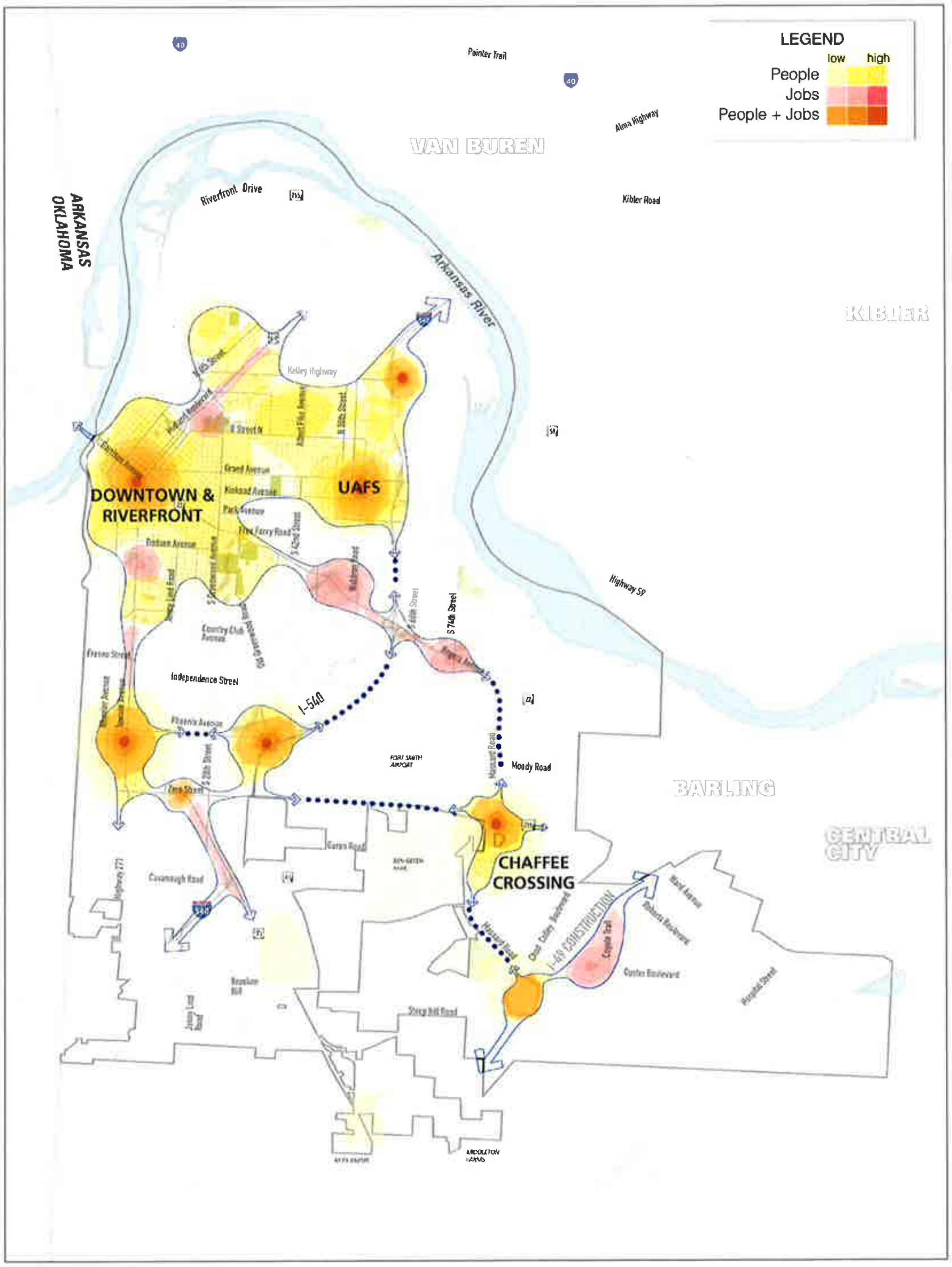
A strategic approach to facilitating future development that has measurable economic impact and enhances the quality of life for all residents must include not only a regulatory framework to identify future land uses, but also an approach to enhance the sense of place that makes Fort Smith unique and welcoming place to call home. With modest growth projections, it will be important for the City to maintain a commitment to focus high quality development in strategic locations that will result in meaningful and noticeable impacts.

Throughout the public engagement process of the Comprehensive Plan Update, redevelopment and growth opportunities in Downtown Fort Smith and along the Riverfront were identified as a common priority. Residents cited the opportunity for infill and re-use of vacant buildings as well as the potential for additional new development along with the future U.S. Marshals Museum. Community input suggested rebuilding and renovating structures Downtown and a strong desire to increase the vitality of the Riverfront with new housing, businesses and amenities. Additional recommendations referenced the need for neighborhood stabilization in other existing neighborhoods adjacent to Downtown.

Establish Balance

Within the context of the city's current land use trends, future residential development and its associated commercial uses are projected to continue to occur in the form of new housing dispersed in previously undeveloped areas, primarily in southern portions of the City. In order for Fort Smith to realize its vision for sound growth, a counter-balance must be established with the appropriate policies and incentives to draw investment to the City's historic core. This need to establish a more balanced Future Land use framework has been evidenced by residents and stakeholders who identified transportation investments, particularly 1-49 as a major opportunity for development in the area around Chaffee Crossing and acknowledging the inherent advantage that these emerging and new developments have. Although the focus of this plan, and its Land Use element is to encourage new growth in the areas identified in the Preferred Future and Future Land Use Framework, it is inevitable that new residential development and its associated commercial uses will likely continue to occur according to the identified trend. The areas not identified on the Future Land Use Framework will maintain their current zoning and development capacity, regardless of the Future Fort Smith focus on the identified growth clusters in other parts of the City.

FIGURE 4.2: FUTURE FORT SMITH PREFERRED FUTURE



TOOL-BEST PRACTICE

RETAIL RECRUITMENT

City of Denver, CO

Denver's Office of Economic Development (OED) has developed a new retail recruitment and marketing website, and it launched a new incentive program for prospective retailers. The website showcases Denver's increasingly vibrant mix of retail and chef-driven restaurants, provides a summary of shopping districts and areas, highlights news as well as appealing opportunities in the industry, personalizes the potential for success through entrepreneurs' stories, and provides access to a GIS-based mapping and data tool. Targeted to retailers and retail real estate professionals, the site is updated monthly to include additional retail areas throughout the city.

The OED also launched a Retail Attraction Program. The program provides an incentive pool for the OED to attract prospective retailers to Denver. The program supports small, to mid-sized retailers and is focused on 'first in market' retailers, locally unique stores, and those that fill a particular gap where customers' needs are not being met. The program is aimed at new retailers to the market or existing, successful retailers seeking to add additional stores to better serve their Denver customers.

Links: http://www.bizjournals.com/denver/news/2014/07/09/denver-economic-development-office-launches-retail.html?page=all

GOAL FLU-I

Achieve a successful and market-driven balance of future land uses consistent with the Preferred Future

Fort Smith residents identified a Preferred Future growth scenario where new residential and commercial development is more balanced in its location throughout the City, as well as more diverse in order to accommodate the growing variety of family and household types that are calling Fort Smith home. Within this Preferred Future, several policies and actions have been identified that focus economic development efforts, infrastructure investments, and programmatic elements in these areas. This place-based strategy aims to maximize the impact of the City's modest projected population and employment growth.

POLICY FLU-1.1

Promote commercial development and future economic growth in centers and corridors designated in the Preferred Future in close proximity to existing infrastructure, schools, parks, and jobs.

» *ACTION FLU-1.1.1*
Attract anchors in all Preferred Future centers to encourage complementary development, particularly for the Downtown Riverfront.

» *ACTION FLU-1.1.2*
Update and implement the UDO (Unified Development Ordinance) and Master Land Use Map based on the Preferred Future.

» *ACTION FLU-1.1.3*
Review and adjust zoning classifications for consistency with the Preferred Future.

» *ACTION FLU-1.1.4*
Create an inventory of existing businesses and develop a plan to attract a wider variety of businesses currently not available to the community.

» *ACTION FLU-1.1.5*
Create incentive programs, such as a Small Businesses Development Program.

POLICY FLU-1.2

Ensure that sufficient, well designed and convenient on street and off street parking is provided to serve land uses.

» *ACTION FLU-1.2.1*
Conduct an assessment of existing parking supply and demand and forecast future needs.

» *ACTION FLU-1.2.2*
Based on the parking assessment, review the parking ratios and related regulations in the UDO and create a parking management plan for on street and off street parking near major activity centers.

POLICY FLU-1.3

Coordinate and plan future development with neighboring jurisdictions and the City of Fort Smith.

» *ACTION FLU-1.3.1*
Exercise the City's extra-territorial jurisdiction over land in Sebastian County.

» *ACTION FLU-1.3.2*
Ensure that the subdivision of land within the allowable Planning Area will comply with City subdivision and infrastructure requirements, as amended, to address rural and estate development.

POLICY FLU-1.4

Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision.

» *ACTION FLU-1.4.1*
Conduct an assessment of current service boundaries and create regulations to guide the expansion of services.

» *ACTION FLU-1.4.2*
Encourage development near community facilities and services (e.g., schools, recreation centers, health facilities) to fully utilize existing services and limit duplication.

TOOL: BEST PRACTICE

PLANNING FOR PARKING

Park Smart Strategic Parking Plan
Denver, CO

The Strategic Parking Plan is a comprehensive, city-wide framework for coordinating parking related issues. A one-size-fits-all approach cannot effectively manage parking for Denver's diverse neighborhoods and business areas. The plan explores innovative strategies and recommends new ways to manage parking. Although the plan does not provide recommendations for specific neighborhoods and locations, it does recommend new tools, policies and a process for involving community stakeholders in parking management at the local level. The Strategic Parking Plan helps articulate and clarify the vision and approach to parking management in the City and County of Denver.

The first steps toward the development of the Strategic Parking Plan, which was to collect parking data in some of the more popular neighborhoods throughout the city. City staff identified 11 urban neighborhoods and collected parking supply and parking occupancy data during the time periods when those neighborhoods experienced the highest parking demand. The City and County then compiled information from the assessor's office on the exact mix of businesses and residences in each of the areas studied, which was used to develop relationships between parking demand and land uses in each area.

Links: http://www.denvergov.org/Portals/681/documents/The_Strategic_Parking_Plan_Final.pdf

POLICY FLU-1.5

Provide opportunities for mixed-use development to occur in Downtown Fort Smith and identified emerging centers in order to provide access to a variety of uses; promote walkable, pedestrian friendly development; and encourage physical activity.

» *ACTION FLU-1.5.1*
Locate mixed-use and commercial development near employment centers and higher density residential centers to provide options for convenience retail and restaurants close to where people live and work.

POLICY FLU-1.6

Create opportunities for the mixing of land uses to occur within single buildings and within emerging centers identified in the Preferred Future.

» *ACTION FLU-1.6.1*
Develop corridor and area plans that address access management, land use, design, internal parking, and circulation.

» *ACTION FLU-1.6.2*
Publicize new mixed use areas within the development and real estate community.

GOAL FLU-2

Activate Fort Smith's scenic riverfront

The city's riverfront was consistently cited as a primary area of focus for residents throughout the comprehensive plan update process. The community's vision for this asset includes a variety of uses, and day and nighttime activities that succeed in attracting people of all ages to Downtown Fort Smith. The policies identified to achieve this goal aim to elevate the city's current approach to revitalizing the waterfront area beyond its current limitations by focusing on collaboration and forging partnerships to share limited resources.

POLICY FLU-2.1

Encourage a mix of housing, retail, and entertainment attractions along the City's waterfront that support day and nighttime activity and a vibrant urban lifestyle.

» *ACTION FLU-2.1.1*
Improve access in an effort to incentivize development in areas along the riverfront.

» *ACTION FLU-2.1.2*
Ensure that land development within the river district reflects uses appropriate to the 100-year flood plain and adjacency to the downtown and residential neighborhoods.

» *ACTION FLU-2.1.3*
Incorporate a variety of venues that accommodate the interests of diverse demographic groups to develop an appropriate balance of day and nighttime businesses and activities.

» *ACTION FLU-2.1.4*
Leverage special events to reinvigorate the riverfront district.

» *ACTION FLU-2.1.5*
Collaborate with the Fort Smith Convention and Visitors Bureau, tourism agencies and event organizers to promote the Downtown Riverfront district amenities in a coordinated branding and marketing campaign.

» *ACTION FLU-2.1.6*
Integrate unified design and construction standards that complement Downtown and city design elements, yet provide a symbolic language distinct to the riverfront.

POLICY FLU-2.2

Comprehensively plan access and development along Riverfront Drive to reflect passive and active recreation, pedestrian, bicycle, and tourist activities.

POLICY FLU-2.3

Provide recreation activities and access to the Arkansas River while preserving and protecting the natural environment, watershed, and critical wildlife habitats.

» *ACTION FLU-2.3.1*
Consider an adventure park on the riverfront (UAFS Leadership Class concept).

» *ACTION FLU-2.3.2*
Complete planned splash pad area.

TOOL OF BEST PRACTICE

RECONNECTING THE WATERFRONT

Credit: CNU.org

As Chattanooga's manufacturing market declined and the industry along the river was shut down, the design of Riverfront became obsolete. By the 1980s, public discussion focused on how to best utilize the valuable space, and by 2000 a plan was finally accepted to replace a four-lane, obsolete highway with a more pedestrian-friendly and easily accessible boulevard.

Within the footprint of the previous highway, a new riverfront boulevard was built in 2004, allowing pedestrians easy access to riverfront amenities, and providing greater connectivity to downtown Chattanooga by adding four new access points. The at-grade access points introduced four new intersections that evened the distribution of trips along downtown streets, alleviating congestion in bottle-neck areas. The design included attractive sidewalks, gutters, plants, and trees as well as pedestrian crossings, making the boulevard both an aesthetically pleasing and safe transportation route.

A variety of positive economic benefits have come from the revitalization of the riverfront, including a growing population, attracting millions of dollars of investment in the area, as the riverfront is becoming one of the city's premier addresses. A new park has been created on the riverfront that complements the design of the boulevard, and a variety of new developments have been constructed, all concentrated around the redeveloped boulevard. The residents and businesses are now connected to the riverfront, allowing for improved recreational access and increased business opportunities.

Links: http://www.cnu.org/highways/chattanooga

GOAL FLU-3

Revitalize downtown into a multipurpose activity center

The revitalization of Downtown Fort Smith remains the driving element behind the city's comprehensive plan, and central to the future land use framework. Focusing on the city's historic core and downtown neighborhoods strengthens the city's economic base, and supports the utilization of existing investments in infrastructure and resources. Members of the Fort Smith community and local stakeholders continue to support efforts to bring new residential and commercial opportunities to the downtown area, and the promotion of future development through increased accessibility and unique downtown attractions.

POLICY FLU-3.1

Increase the number and type of residential opportunities in and around downtown.

» *ACTION FLU-3.1.1*
Support rehabilitation and adaptive reuse of buildings for housing and promote infill development of vacant land downtown.

POLICY FLU-3.2

Improve the accessibility of downtown.

» *ACTION FLU-3.2.1*
Increase public transit access and frequency between Downtown and key destinations and throughout the city.

» *ACTION FLU-3.2.2*
Implement an efficient parking plan that accommodates visitors while not detracting from the character of downtown.

» *ACTION FLU-3.2.3*
Create safe and attractive pedestrian and bicycle connections within downtown and riverfront, and between adjacent neighborhoods (bike lanes, trails, and complete sidewalks).

» *ACTION FLU-3.2.4*
Reduce the impact of "dead zones" caused by vacant properties by installing pedestrian-level lighting, filling empty storefronts, improving empty facades and strategically positioning kiosks and vendors to guide pedestrian flow, increasing "eyes on the street."

POLICY FLU-3.3

Concentrate available resources to retain existing jobs and encourage job creation and population growth in the downtown and riverfront.

» *ACTION FLU-3.3.1*
Developing strategies that support existing businesses, and direct economic development actions to Downtown.

» *ACTION FLU-3.3.2*
Encourage existing downtown businesses to improve the look of their buildings to be more in line with current code requirements and embrace a more "original" look.

POLICY FLU-3.4

Develop and promote niche markets that distinguish the downtown from other retail and entertainment options, and reinforces downtown's position as a destination.

» *ACTION FLU-3.4.1*
Promote the Farmer's Market and encourage more participation by providing shade.

» *ACTION FLU-3.4.2*
Build Maybranch bike trail for connectivity.

POLICY FLU-3.5

Locate future cultural activities, entertainment options, service-oriented businesses, and public, private, or institutional programs in downtown.

» *ACTION FLU-3.5.1*
Identify potential key locations for cultural and institutional programs and uses downtown and the riverfront.

WHAT CAN I DO?

» Make an effort to support local businesses downtown; visit a museum, see a show, take a walk in a park. Activating the downtown is vital to maintaining the city's current revitalization momentum.

» Participate and support local neighborhood groups, the Chamber of Commerce, and other organizations that promote the business community downtown.

ECONOMIC DEVELOPMENT

WHERE ARE WE NOW?

- **Recent market sector changes indicate Fort Smith market's transition to a primarily service economy.**
- **Long-term employment growth driven by jobs in Healthcare and Education, Professional and Business Services, Financial Activities, Leisure and Hospitality, and Government.**
- **Based on population growth by age group, there could be a future shortage of workers for the industries showing most promise for Fort Smith.**

WHERE WE WANT TO BE

- **Improved workforce skills, readiness and retention, linking educational curricula to workforce needs.**
- **Expanded array of challenging and well-paying employment opportunities.**
- **Diversified economy that promotes home grown entrepreneurs and leverages the presence of UAFS.**
- **Fort Smith on the map as a heritage tourism destination**

The Current Landscape

The City of Fort Smith is at a critical point in growing and improving its economic development "infrastructure." Fort Smith has long benefited from its geographic location along the Interstate 40 corridor, maintaining a slow, but steady rate of growth within the Western Arkansas-Eastern Oklahoma region and emerging as a regional hub for commerce and industry. However, its recent decline in manufacturing jobs, coupled with increased competition from Northwest Arkansas, is being more strategic in its approach to economic development. In an effort to counter the effects of this changing employment base and increased competition, and to support the City's resident population, Fort Smith has begun to seek out resources to attract new, and enhance existing, businesses, as well as leverage additional public and private relationships to diversify and strengthen the local economy for a sustainable future.

Vision for the Future

Throughout the planning process residents were asked about the strengths and weaknesses of their community. During these sessions, residents identified economic and workforce issues as significant weaknesses for the City of Fort Smith. These included a lack of diverse employment opportunities and making a transition from the former manufacturing based economy. An inability to retain a skilled and educated workforce was also seen as a direct threat to the economy, with young people leaving Fort Smith.

Although the economic downturn was identified as a weakness, many residents agreed that it also represents an opportunity for job growth and business development. The following goals and policies have been identified to guide the execution of the community's overall vision:

1. Broaden employment sectors that will drive the City's economy
2. Develop a world class workforce, with opportunities for life-long learning
3. Grow the employment base and retain existing employment anchors
4. Partner with the Fort Smith Regional Chamber of Commerce to coordinate City economic development policies
5. Diversify the local economic base and strengthen and stabilize the tax base to maintain viability during fluctuating economic cycles
6. Create a quality working environment that fosters an attractive sense of place
7. Ensure that a broad range of housing alternatives are available for employers and employees
8. Aggressively encourage new development and redevelopment in targeted growth centers and make strategic public investments to leverage private investment and reinvestment

Credit: WRT

WHAT DOES THIS MEAN TO ME?

- Economic diversification with higher wages and increased spending leading to higher tax revenue for the community, less volatility in the municipal revenue stream, and support for a wider range of housing products.
- An economic development infrastructure that supports industry growth and helps prevent existing businesses from closing or relocating outside of the area.
- A wider variety of retail product types and formats and retail centers that offer more modern convenience and amenities located within the City.
- Benefits to the fiscal health of the City, and me as a taxpayer, resulting from greater "leverage" ratios between private and public investment.

GOAL ED-I

Broaden employment sectors that will drive the City's economy

After relatively robust growth in the 1990s, Fort Smith and the surrounding region experienced job losses in the Manufacturing, Information and Professional and Business Services sectors in the 2000s. In particular, the region lost over a third of its manufacturing workforce. The fastest growing industries over the last 13 years have included the Other Services, Educational and Health Services and Mining and Construction sectors. Growth in these sectors is primarily attributable to the region's growing healthcare industry and expanding local school districts. Anticipated employment growth over the next 10 to 20 years will be primarily driven by service sectors such as Educational and Health Services, Professional and Business Services, Financial Activities, Leisure and Hospitality and Government.

Fort Smith is in a unique position to further diversify its local economy and enhance its economic development infrastructure, particularly in light of its growth in healthcare and education,

POLICY ED-1.1

Encourage and support start up companies and small businesses.

» *ACTION ED-1.1.1*
Provide regulatory and financial incentives for small businesses (including food trucks, etc).

» *ACTION ED-1.1.2*
Work with successful local businesses to develop business 'boot camps' for new entrepreneurs.

» *ACTION ED-1.1.3*
Expand and promote the small business development center that would connect businesses to SBA grants and programs, like the Microloan Program, facilitate a mentoring program for young entrepreneurs, and provide other business counseling services.

» *ACTION ED-1.1.4*
Support development of a "small business web portal" to streamline the City's permitting and licensing processes.

» *ACTION ED-1.1.5*
Promote green building practices to help small businesses save on energy and operating costs.

Ann Arbor, MI

The Virtual Business Advisor (VBA) program was created through a partnership among Ann Arbor SPARK (Ann Arbor's economic development arm), the A2Y Chamber, Washtenaw County's Community and Economic Development Department, and QLBS. The VBA aims to assist entrepreneurs and early-stage businesses as they work towards their next stage of growth. Through a series of simple assessments, the VBA identifies personal and company strengths and weaknesses, benchmarks against other companies in the region, and connects users to suggestions and available resources to address their unique needs. After the applicant completes each assessment, a report is emailed with feedback, advice, and specific suggestions and links to low and no-cost resources. The VBA offers potential entrepreneurs an early, easy way to quickly assess their business readiness and fitness, as well as recommendations toward their next step.

Links: http://www.virtualbusinessadvisor.com

POLICY ED-1.2

Support programs and efforts that increase opportunities for growth in medical and higher education sectors.

» *ACTION ED-1.2.1*
Identify strategies to retain talent in the medical profession with a focus on underserved areas.

POLICY ED-1.3

Support business expansion and new business development in sectors identified as experiencing leakage.

» *ACTION ED-1.3.1*
Explore market feasibility of an outlet mall.

» *ACTION ED-1.3.2*
Expand shop local campaign and shop local campaign online.

POLICY ED-1.4

Capitalize on Fort Smith's strategic position at the crossroads of multiple modes of transportation to increase the city's employment base and regional economic impact.

» *ACTION ED-1.4.1*
Attract employers to Fort Smith by advertising the city's proximity to key transportation infrastructure (rail, MCKARNS water way, I-49).

» *ACTION ED-1.4.2*
Partner with trade schools and colleges to prepare the city's workforce for transportation and logistics related jobs.

POLICY ED-1.5

Identify and develop collaborations to fill gaps in the capital market that fund business start-up, retention and expansion.

» *ACTION ED-1.5.2*
Evaluate private and public financing entities' ability to provide seed capital for new business ventures.

» *ACTION ED-1.5.2*
Explore the feasibility of creating "lending pools" for new business investment.

TOOLKIT PRACTICE

CENTRAL MARKETING WEBSITE

A separate dedicated retail website with links to the city's main website can help crystallize and communicate a city's brand to attract and support businesses. Several cities have dedicated websites featuring comprehensive profiles of all neighborhood business districts, including highlights of local businesses and entrepreneurs, as well as various programs and financial tools. Philadelphia (*Be In On It*, http://philadelphiaretail.com/), Seattle (*Only In Seattle*, http://www.seattle.gov/economicdevelopment/OISI/), and Portland (*Venture Portland*, http://ventureportland.org/) all have stand-alone websites communicating a brand for the city retail destinations.

In Philadelphia's example, Be In On It is sponsored by the Philadelphia Regional Marketing Alliance, whose mission is to enhance the quality and quantity of Center City's retail offering and to tell the "New Philadelphia story." The goal of the program is to build a strong, public-private retail attraction program that enhances the quality and mix of retail and entertainment offerings in Center City Philadelphia by: 1.Identifying specific types of retail stores most likely to be favored by Center City residents, visitors and office workers; and 2.identifying retailers currently looking to expand who will help Philadelphia achieve its development objectives and who have the greatest likelihood of success.

GOAL ED-2

Develop a world class workforce by making accessible opportunities for life-long learning

An effective measure of workforce compatibility in the Fort Smith market is the degree to which new job growth complements existing labor force characteristics. While job growth is certainly a measure of economic development success, and correspondingly, a decline in unemployment, the degree to which those jobs correspond to resident skills will determine the success of Fort Smith as a diverse employment center.

While the Fort Smith market's population grew at a rate comparable to job growth over the past 13 years, it is important to consider how the population is growing by age group. The fastest-growing age groups in the City over the past 13 years were the 55 to 64 and 65 to 74 age groups. An aging population creates demand for medical and personal care services, sectors which are anticipated to experience strong growth over the next 10 to 20 years. In contrast, the age groups which will likely comprise the next generation of workers in Fort Smith (ages 0 to 17, 18 to 24, and 25 to 34) are among the slower-growing age cohorts. While this corresponds to national trends, there could be a future shortage of workers for the industries which show the most promise for Fort Smith.

In light of these demographic realities, Fort Smith must not only diversify its job base, but also its workforce base. Economic development infrastructure components most relevant to growing a diverse workforce are people and quality of life.

POLICY ED-2.1

Leverage research and brainpower of UAFS

» ***ACTION ED-2.1.1***
Partner with UAFS to set up a career connection service, internships, and community partnerships that helps all recent graduates (regardless of schooling location) find jobs or internships at local employers.

POLICY ED-2.2

Promote trade schools as an option for job skills training.

» ***ACTION ED-2.2.1***
Partner with local high schools to promote job skills training programs.

» ***ACTION ED-2.2.2***
Work with city employers to set up mentoring/apprenticeship programs for high school students.

» *ACTION ED-2.2.3*
Promote the development of job training programs at area colleges.

» *ACTION ED-2.2.4*
Expand and promote the linking of local high school curricula with technical and industrial training programs at UAFS.

POLICY ED-2.3

Focus on increasing student performance.

» *ACTION ED-2.3.1*
Support programs in existing public and private schools to increase student performance and consider all opportunities to improve educational outcomes for all students.

» *ACTION ED-2.3.2*
Capitalize on the existing dual enrollment program for high school students to prepare students for college and/or careers.

POLICY ED-2.4

Help prepare children to perform at higher levels by ensuring access to high-quality early childhood education.

» *ACTION ED-2.4.1*
Link local businesses, employers, and institutions to provide early childhood education, child care, and after school programs.

POLICY ED-2.5

Nurture the next generation of leaders.

» *ACTION ED-2.5.1*
Create a youth leadership training program.

» *ACTION ED-2.5.2*
Encourage local businesses to create a fund to expand teacher training for STEM.

POLICY ED-2.6

Focus on retention of students in the area.

» *ACTION ED-2.6.1*
Focus on building stronger ties between UAFS and local employers to help graduates, particularly non-natives, learn about local job opportunities and form networks in the city and region.

TOOL BEST PRACTICE

LEARN2EARN

Jacksonville, FL

Learn2Earn is a program launched in 2012 by Jacksonville Mayor Alvin Browns as a hands-on approach to boost the quality of education, which hosts rising sophomores and juniors in an immersion of student life for one week on a residential college campus. The focus is on students who receive free or reduced lunch and would be the first in their family to achieve a college diploma. Students take part in classes, live in dormitories and work on-campus jobs under the supervision of Teach For America and, more recently, City Year Corps staffers.

Links: http://gradnation.org/blog/jacksonville-learn2earn-inspires-hope-and-confidence

TOOLKIT BEST PRACTICE

GRADUATE RETENTION PROGRAM

Greater Fort Wayne, Inc., IN

The Northeast Indiana Graduate Retention Program (GRP) works to connect education and industry in Northeast Indiana to create a skilled, successful economy and workforce. GRP fulfills its mission by promoting student internships and by developing community partnerships to bridge the gap between industry professionals and education professionals. Educational relationships include nine post-secondary institutions and four public school districts in Allen County, as well as select districts within the 10-county region, as the program reach grows.

The program is boosted by Indiana INTERNnet, a FREE internship-matching program linking employers, students, high schools, colleges and universities. It is a dynamic, searchable database, matching and reporting system coupled with personal assistance—including a toll-free hotline to answer questions and provide internship guidance and resource materials. The goal is to help create or expand high-quality experiential opportunities within Indiana.

Links: http://www.greaterfortwayneinc.com/business-services/graduate-retention

» *ACTION ED-2.6.2*
Encourage UAFS and employers to expand the use of internship and cooperative learning opportunities.

» *ACTION ED-2.6.3*
Research the potential of workforce or business tax credits, which are designed to attract and retain recent college graduates (from any degree or from specific ones).

» *ACTION ED-2.6.4*
Consider creating a "Stay Work Play" promotional program in collaboration with UAFS and other institutions, to market to graduating students the city's job opportunities, affordable cost of living, unique neighborhoods and lifestyle options.

GOAL ED-3

Grow the employment base and retain existing employment anchors

It is a long-held "truth" in economic development that 80 percent of a community's (large or small) job growth will come from existing businesses. These "investors" in the community not only support its social and economic fabric, but are "ambassadors" in attracting new businesses.

Unlike the approach to attract industry, the focus to the expansion and retention of existing businesses is "internal." That is, efforts are concentrated on working within the community or region, and creating an economic development infrastructure or support system that encourages business development.

In addition to supporting industry growth, a supportive economic development infrastructure helps prevent existing businesses from closing or relocating outside of the area. Plants close for a number of reasons, including: inadequate capital; heavy foreign and domestic competition, rising costs such as energy, labor and taxes; consolidations of company operations; discontinuance of a product line, declining market demand; mismanagement; poor long-term planning; relocation of facilities; and labor-management conflict. An economic development support system or infrastructure should address the reasons companies are closing-down, or no longer expanding, that the community can influence. Four primary areas of support include: technical assistance and information (to improve productivity, reduce costs, or promote coordination among other companies in the community or region); financial resources (for capital plan expansion or improvements); educational resources (for worker training and qualification); and, reducing barriers (to growth through physical infrastructure and government restrictions where appropriate).

POLICY ED-3.1

Retain Fort Smith's traditional manufacturing base, while encouraging growth in technology and knowledge based areas.

» *ACTION ED-3.1.1*
Work with regional agencies to boost higher paying jobs and increase number of jobs.

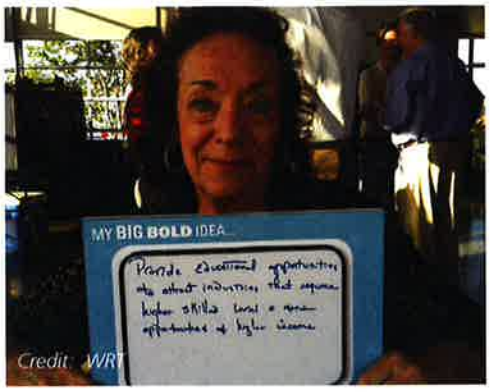
» *ACTION ED-3.1.2*
Partner with job skills training programs to ensure that the city's workforce is trained.

» *ACTION ED-3.1.3*
Attract new employers through incentives (tax abatements and public infrastructure, etc).

» *ACTION ED-3.1.4*
Consider implementing a city-wide fiber optic network.

» *ACTION ED-3.1.5*
Promote the development of technology centers for youth to build technology knowledge/skills (particularly in underserved neighborhoods).

» *ACTION ED-3.1.6*
Create an "Innovation District," by forging partnerships, identifying potential locations such as underutilized industrial land, considering necessary infrastructure improvements (particularly transit access and wire-readiness), and reviewing potential regulatory amendments to facilitate.



Credit: WRT

RESIDENTS SAID...

Achieving high quality economic growth with good paying jobs is a priority for the future

GOAL ED-4

Develop a partnership to coordinate City economic development policies with the Fort Smith Regional Chamber of Commerce

Economic development "protocol" within a multi-jurisdictional environment is critical to the success of business expansion and retention for each partner organization. Industries or businesses targeted for recruitment and/or expansion will require consistency and compatibility in the "message" they are receiving from economic development entities at the regional and local level. Therefore, a standard "protocol" should be established for long-term strategic planning, disseminating information, and coordinating community/site visits.

While local, regional and state officials have promoted cities, counties and more specifically sites in the vicinity of Fort Smith for decades, these efforts were finely tuned, or targeted, after 2010, when a regional infrastructure was created with establishment of the Fort Smith Regional Alliance, a marketing and promotion entity within the Fort Smith Regional Chamber of Commerce. The Alliance, the Chamber and the City of Fort Smith, are the region's primary advocates for economic development. The Alliance and the Chamber, by their nature, have more regional perspectives. The City must target their marketing efforts locally.

This existing economic development structure represents a "top down"/"bottom up" approach to business expansion and retention. From a "top down" perspective, the Alliance and the Chamber can market the overall region, providing resources and support to all of its partner communities, including the City of Fort Smith. In this role, the Alliance and the Chamber can "match" and direct potential prospects to the local community which represents the highest prospect of business success. The Alliance and the Chamber, therefore, will be responsible for marketing the region externally. From a "bottom up" perspective, the City will be responsible for marketing Fort Smith internally, that is, ensuring that the Alliance and the Chamber are well-versed in the City's locational attributes and economic development infrastructure. Fort Smith's size and relative impact on the region allows for the City to significantly influence regional economic development. Close contact and cooperation between City economic development staff and the Alliance and Chamber will be critical to the success of this structure.

TOOL: BEST PRACTICE

ED PARTNERSHIP

Garland, TX

The Economic Development Partnership is a consortium of the Garland Chamber of Commerce, the City of Garland, and the Garland Independent School District. The Partnership's focus is on the "start-up, growth, and attraction of strategic businesses" and it provides services to both small and large companies. The Partnership is the primary community contact for Garland's economic development efforts. All activities are overseen by 12 Steering Committee members -- four representatives from each partner.

Staff from the partner organizations work closely together to implement a unified strategic plan for the Garland area. While the Partnership has the advantage of focusing on a single geographic area (the City of Garland; population-230,000), it faces stiff competition from immediately adjacent communities in the Dallas/Fort Worth Metroplex.

Links: http://www.garlandedp.com/

POLICY ED-4.1

Ensure that planning processes reflect how businesses plan for future expansion/growth.

» ***ACTION ED-4.1.1***
Establish a framework to keep the business community fully engaged in the city's ongoing planning and budgeting efforts, maintain an open and consistent dialogue to equip businesses with the information they need to plan for future growth and expansion.

POLICY ED-4.2

Support all economic efforts operating under a well-coordinated organizational structure led by the Chamber of Commerce.

» *ACTION ED-4.2.1*
Establish economic development incentive policies that measure the performance of City investments with a cost/benefit analysis of the long-term economic and quality-of-life benefits to the region

» *ACTION ED-4.2.2*
Support Chamber and AEDC in their efforts to increase jobs in the area.

GOAL ED-5

Diversify the local economic base and strengthen and stabilize the tax base to maintain viability during fluctuating economic cycles

Retail development supports the consumer needs of both residents and businesses within a full-service economy, and, throughout the Southwestern U.S., contributes disproportionately to municipal budgets. Potential patrons will go to out of the community to buy goods and services if not available locally or not available in centers that offer more modern and desirable amenities. Fort Smith maintains a disproportionate share of the overall region's retail base, due to its position as a regional hub for commerce. Still, there is a considerable amount of retail "leakage" present in both the City of Fort Smith and the Fort Smith region as a whole, i.e., people are leaving the city and region to purchase certain goods elsewhere.

Like most Southwestern U.S. communities, a sizable portion of Fort Smith's retail real estate is pre-1990 vintage. Given the well-tested adage that "retail changes its face every seven years", Fort Smith's retail market is likely underserved by new formats and product mixes. Today, Fort Smith represents a relatively homogenous retail market. In association with the increased diversity of housing products and targeted demographic groups, it could, and should accommodate a wider variety of retail product types and formats.

POLICY ED-5.1

Identify industries which are growing in the region (and nationally) for which Fort Smith might provide a good fit.

» *ACTION ED-5.1.1*
Conduct target industry analyses to determine existing and future industry concentrations and potential market segments for future retention and recruitment efforts.

POLICY ED-5.2

Encourage a full-service array of retail and service opportunities, thus limiting the necessity by residents and employees to leave the community to purchase goods and services (i.e. leakage).

» *ACTION ED-5.2.1*
Periodically monitor the retail expenditures from Fort Smith and identify categories for which leakage can be reversed.

» *ACTION ED-5.2.2*
Work with the Chamber of Commerce to tailor retail economic development efforts to attract retailers who can complement, rather than compete with, Fort Smith's existing retail base.

GOAL ED-6

Create a quality working environment that fosters an attractive sense of place

A key component of a community's economic development infrastructure is the physical environment (parks, open space, public improvements) within which people work. Experience has proven that strategically-integrated public improvements, amenities and open space reflect a community's identity and enhance property values. Because local government has the largest and longest-term interest and responsibility in a community's economic sustainability, the public entity's role is often in defining the physical realm. When done strategically, and when packaged with the appropriate incentives, this physical realm can effectively leverage private investment, thereby "readying the environment for investment."

"Place-making" elements in the form of quality public spaces, building design, transportation amenities, and generally higher standards for development and redevelopment, will enhance not only the City's aesthetic appeal, but its economic sustainability.

POLICY ED-6.1

Ensure that economic development objectives are included in the evaluation of all future City infrastructure projects, including parks and recreation facilities.

» *ACTION ED-6.1.1*
Invest in beautification of major transportation corridors; the provision of trails, open lands, and public gathering spaces; innovative architectural and site design; and alternative transportation choices to all business areas.

POLICY ED-6.2

Promote higher density mixed-use development in order to create vibrant live-work-play activity centers in key commercial corridors

» *ACTION ED-6.2.1*
Identify strategic locations (vacant land, publicly owned, etc) for mixed-use development along key corridors.

RESIDENTS SAID...

The absence of activities for young adults, especially events and entertainment in downtown and riverfront areas could contribute to a potential future economic decline

GOAL ED-7

Ensure that a broad range of housing alternatives are available for employers and employees

Fort Smith's current housing inventory indicates that the City's population growth complemented and supported the growth of its industries. Nearly three-quarters of Fort Smith's housing stock was built before 1980; therefore, opportunity exists to revitalize and rehabilitate older neighborhoods to meet current and anticipated preferences and technology.

Changing demographics and consumer tastes will ultimately determine how City neighborhoods develop/redevelop and what types of housing products will be desired. Fort Smith's residential growth has continued to be dominated by single family detached units, but a growing trend throughout the Southwestern U.S. in recent years has been the shift to more higher-density housing products (townhomes, condominiums, and apartments) – a trend in response to the desires of Generations X and Y.

Fort Smith has an opportunity to be a regional target for urban housing, particularly given the presence of a university and an attractive downtown. The "close-in" nature of existing neighborhoods in combination with the introduction of higher density housing products will enable Fort Smith to attract demographic groups it now lacks that would support industry: young adults seeking job opportunities who want to live in an affordable, "walkable" urban environment.

Other factors that should be considered in efforts to diversify the housing base to attract a wide range of employers and employees include:

- *Downtowns and infill neighborhoods provide the ideal setting for flexible spaces which appeal to lifestyles seeking environment over product.*
- *Approximately 25% of single-person households are made up of people under 35 who have never been married – financially independent, postponing marriage and focusing on health.*

- *Living alone drives a desire for "community" (communication, connectivity), therefore gathering spaces are important.*
- *Product types that respond to these lifestyle choices include mixed-use environments (vertical and horizontal), close-in, walkable neighborhoods, etc.*
- *The average age for first-time home buyers was 26 among Generation "Yers", and 29 among both Generation X and Baby Boomers.*

POLICY ED-7.1

Promote a comprehensive incentive program that fosters investment and reinvestment in Fort Smith's housing stock.

POLICY ED-7.2

Encourage the development of housing product types which help to diversify Fort Smith's existing housing stock.

GOAL ED-8

Aggressively encourage new development and redevelopment in targeted growth centers and make strategic public investments to leverage private investment and reinvestment in residential, commercial and mixed-use developments

Encouraging strategic investment in targeted areas of the City (growth centers) is a central goal for Fort Smith's future economic development efforts. The premise behind targeting investment in priority areas assumes concentrating limited public resources in select locations that will have a positive economic "ripple effect" in surrounding neighborhoods, corridors and influence areas. In this way, the City of Fort Smith (as a public partner) can effectively "leverage" quality private investment efforts to overcome barriers and achieve desired outcomes. Successful "leverage" efforts in other communities indicate that a community should expect at least a 5-to-1 ratio between private and public investment. In other words, every $1 in public investment should "leverage" $5 in private investment.

The City's growth path will also have important fiscal implications. Generally, the more dense the development pattern, the greater the positive fiscal impact to the City over the long term. Higher-density residential development patterns tend to attract a broader array of retail, or revenue-producing opportunities, given that retail centers can avail themselves of a deeper pool of disposable income. A more efficient use of existing infrastructure under a higher-density development pattern produces another positive fiscal impact.

POLICY ED-8.1

Focus economic development efforts at strategic locations within the City's identified growth centers.

POLICY ED-8.2

Prepare detailed marketing materials which describe and quantify opportunities for new development/redevelopment within these areas.

POLICY ED-8.3

Identify sources of financial gaps for financing new projects and renovations (both debt and equity) and then fill those gaps with a variety of financial incentives.

» *ACTION ED-8.3.1*
Consider the use of a wide variety of financial incentives to encourage private investment and help to offset the economic "gaps" for new projects.

POLICY ED-8.4

Create and implement an Economic Development Strategy that provides key stakeholders with a common action plan.

TOOL: BEST PRACTICE

PUBLIC IMPROVEMENT FEE (PIF)

City of Lakewood, CO

A public improvement fee (PIF) is a fee imposed by developers on retail/service tenants used to fund public improvements. Examples of these improvements include curbs and sidewalks, parking facilities, storm management system, sanitary sewer systems, road development (within a project site) and outdoor public plazas.

The PIF should not be confused with a tax. The fee is generally imposed as a percent of a retail transaction, is part of the bill of sale, and is thus subject to sales tax. The City of Lakewood has four locations that impose a PIF.

PIFs are used for major regional retail projects with no immediately adjacent competition. PIFs can be combined with TIF and/or special district revenue to support revenue bonds to front the upfront cost of public infrastructure at the project.

Links: http://www.lakewood.org/PIF/

WHAT CAN I DO?

» Support local businesses by buying locally, and promote your favorite local businesses to visitors.

» Host a one-day 'shadow study' for one or a small group of students about your career in business or some other organization to help prepare students for a career.

» Help set up an internship or apprenticeship at your business, organization, or agency to help retain recent graduates in the community.

HOUSING & NEIGHBORHOODS

WHERE ARE WE NOW?

- **There will be demand for 1,810 additional multi-family units and 3,642 additional single family housing units by 2035.**
- **46.7% of renters in the city paid 30% or more of their household income in rent each month, which is considered unsustainable.**
- **57% increase in homeless population between 2007 and 2012.**

WHERE WE WANT TO BE

- **The riverfront activated with new housing, retail, and entertainment attractions.**
- **A greater array of housing and lifestyle choices to serve our diversifying and aging population.**
- **Infill, redevelopment, and adaptive re-use of existing buildings in older neighborhoods.**

The Current Landscape

Fort Smith has a low cost of living and the potential for growth. The housing stock in the city is generally older with 34.8% of housing stock built before 1940, and only 12.25% constructed since 1990. However, an increase in the number of residential lot development in 2012 points to trend in housing investment. The median value of homes in Fort Smith is higher than the state average, but varies greatly between neighborhoods. As Fort Smith grows, the city will have to contend with increasing rent burden, a growing homeless population, and demand for over 5,000 additional housing units by 2035. Additionally, development pressure from the construction of I-49 and the annexation of Chaffee Crossing will impact how resources are allocated in the coming decades.

Vision for the Future

Throughout the Future Fort Smith Community Forums, residents stressed the importance of building on the city's strengths including a great quality of living and hometown atmosphere to attract new residents and investment. Demographic shifts, including a population that is aging and becoming more diverse, and an increase in housing demand, will require the city to adopt new policies to ensure that housing needs are met. By revitalizing existing neighborhoods, providing housing for a diversifying population, and employing targeted redevelopment strategies, Fort Smith can ensure that the city's neighborhoods continue to thrive. The following goals and policies have been identified to guide the execution of the community's overall vision:

1. Preserve, protect, and revitalize Fort Smith's neighborhoods
2. Encourage a diverse range of housing options
3. Foster regional housing strategies to benefit Fort Smith and surrounding communities
4. Identify potential redevelopment areas/sites that could provide a mix of housing and other uses

HOUSING & NEIGHBORHOODS

WHAT DOES THIS MEAN TO ME?

» Targeted revitalization strategies could mean greater access to homeowner improvement funding through grants and low-interest loan programs.

» Less vacancy within neighborhoods and in commercial areas means neighborhoods are vibrant and active.

» More opportunities to participate in the neighborhood planning process means residents have a greater say in what happens in their neighborhood.

» Greater diversity in housing options means that residents can stay in the same neighborhood through all stages of life.

RESIDENTS SAID...

The plan needs to promote and preserve Fort Smith's great quality of life and hometown atmosphere.

GOAL HN-I

Preserve, protect, and revitalize Fort Smith's neighborhoods

Residents stressed the need to build on the city's character as a "friendly town with great churches, and beautiful scenery." Using a variety of policies including incentives, educational programs, and strategies, the city can help attract new homeowners, improve the appearance of existing neighborhoods, promote private investment, rehabilitate historic structures, and reduce blight and vacancy.

POLICY HN-1.1

Improve and encourage maintenance of structures, prevent vagrancy, structural damage, theft, and fire hazards.

» *ACTION HN-1.1.1*
Provide education,and programs for structural maintenance, particularly in identified growth centers.

POLICY HN-1.2

Limit high costs associated with building new infrastructure .

» *ACTION HN-1.2.1*
Use a cost/benefit analysis to guide decisions when conducting development approvals.

» *ACTION HN-1.2.2*
Encourage redevelopment and infill development in identified growth centers.

POLICY HN-1.3

Promote private investment in identified growth centers.

» *ACTION HN-1.3.1*
Seek out investors for the North side of the City (Midland/Towson) to reduce blight and increase market potential.

POLICY HN-1.4

Encourage adaptive reuse of historic buildings.

» *ACTION HN-1.4.1*
Encourage revitalization of the Belle Grove Historic District and downtown historic buildings.

» *ACTION HN-1.4.2*
Promote existing tax credits for restorations in historic areas.

TOOL/BEST PRACTICE

HOME REHABILITATION

St. Lucie County Solar and Energy Loan Fund
St. Lucie County, FL

St. Lucie County created the Solar and Energy Loan Fund (SELF) program with seed money from state and federal grants. SELF is a nonprofit lending institution with a social mission, to provide low-cost financing so that residents can complete energy-efficiency improvements. The program is now transitioning from a revolving loan fund to a Community Development Financial Institution.

As of 2012, SELF has given more than $1.2 million to over 150 property owners. Options for energy efficiency improvements range from weatherization to solar thermal and solar PV systems. Because the upfront costs are minimal and the loan terms are favorable, SELF has been successful in eliminating financing as one of the biggest barriers confronting property owners interested in making energy improvements. In addition, the program has created jobs for local contractors specializing in renewable energy and other related fields.

Links:
http://www.stlucieco.gov/ed/empower.htm
http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=FL124F&re=1&ee=1

POLICY HN-1.5

Prevent long-term vacancy by ensuring continuous use of buildings and quick transitions between uses.

» *ACTION HN-1.5.1*
Develop a "greyfield" plan that would provide guidance on replacing businesses that vacate a building.

» *ACTION HN-1.5.2*
Promote redevelopment of underutilized and/or abandoned land and facilities through public/private underwriting

» *ACTION HN-1.5.3*
Evaluate rezoning requests based on other available land within that zoning classification

POLICY HN-1.6

Improve public participation in the revitalization process of Fort Smith neighborhoods.

» *ACTION HN-1.6.1*
Encourage neighborhood associations and other organizations that will work in conjunction with schools, churches, and other organizations.

POLICY HN-1.7

Provide convenient, safe connections between neighborhoods and important destinations, such as downtown, employment centers, schools, parks, shopping areas, and neighborhood services.

» *ACTION HN-1.7.1*
As appropriate based on long term growth forecasts, require new subdivisions to develop through public streets and tie in with existing or proposed bikeways and sidewalks to promote connectivity.

POLICY HN-1.8

Reduce non-compatible land uses by mitigating any negative impacts and revising zoning language and map designations as necessary.

» *ACTION HN-1.8.1*
Continue to rezone existing, predominantly, single-family residential neighborhoods where the historic zoning pattern does not reflect the predominant built pattern with a priority to focus on targeted growth areas and areas where stability and character are threatened.

TOOL-BEST PRACTICE

ADAPTIVE REUSE

Globe Mill Housing Rehabilitation Project
Woonsocket, RI
"Rebuilding Community: A Best Practices Toolkit for Historic Preservation"

The Department of Planning and Development in Woonsocket, Rhode Island used over $640,000 in HOME grant funds to revitalize an affordable housing project in an abandoned mill. The project rehabilitated 11 former mill worker houses, built in 1865, to provide 22 units of affordable housing for first-time homebuyers. The Rhode Island Historical Preservation and Heritage Commission worked with the city to ensure that the rehabilitation of the buildings maintained their historical character. After completion, the units were offered under a subsidy program through the U.S. Department of Housing and Urban Development, which provided qualified buyers with $5,000 to help with closing costs and down payments. This adaptive reuse project was successful in restoring a blighted area of the city, providing homeownership opportunities to low-income first-time buyers, and preserving an important and historic part of the city's history.

Links:
http://goo.gl/5TAHJQ

RESIDENTS SAID...

It is important to provide housing options for people through all stages of life - from recent college graduates to seniors.

TOOL: BEST PRACTICE

DOWNTOWN HOUSING

Employer Assisted Housing Program,
University of Kentucky
Lexington, KY

The University of Kentucky, in partnership with the Samaritan Hospital and the Downtown Development Authority, kicked off the "Live Where You Work" employer-assisted housing program in 2003. The effort is intended to increase homeownership opportunities for Lexington's workforce through access to up to $15,000 for eligible employees, housing information and education through counseling agencies, and options for financing. The program is targeted to downtown and university areas to reduce commuting time and encourage urban infill / reinvestment.

The program has been in place for over a decade and still offers forgivable loans of up to $15,000 to eligible employees for down payment, closing costs, rehab, and renovation assistance in designated neighborhood revitalization areas. The program got off to a slow start, in part due to a limited geographic area, however many employees are now taking advantage of the loans and free housing counseling services and investing in downtown housing, located near their employers.

Links:
http://www.uky.edu/PR/News/Archives/2003/Oct2003/03-10_employer_assisted.htm
http://bizlex.com/2012/03/housing-affordability-lexington-looks-for-solutions/

GOAL HN-2

Encourage a diverse range of housing options

A variety of housing typologies will be required to meet the needs of an aging and diversifying population. Policies and strategies to improve the mix of housing in Fort Smith include planning housing for diverse populations, improving housing in urban areas through infill, and ensuring that there is a sufficient supply of single-family and multi-family units.

POLICY HN-2.1

Plan for and accommodate senior housing and other special needs populations as well as housing choices for young adults and families.

» *ACTION HN-2.1.1*
Locate diverse housing opportunities accessible to shopping, parks, recreation centers, schools, medical care, and public transit.

POLICY HN-2.2

Maintain housing opportunities in urban areas.

» *ACTION HN-2.2.1*
Support the renovation and revitalization of existing housing and promote infill development of vacant land within the corporate limits.

POLICY HN-2.3

Promote the development of a mix of housing types, including single family detached, single family attached, accessory apartments, and multi-family units.

» *ACTION HN-2.3.1*
Review and revise regulations that create unintended impediments to new or innovative types of desirable housing.

POLICY HN-2.4

Preserve and increase the supply of safe, stable, and affordable supportive housing opportunities for homeless individuals and families.

» *ACTION HN-2.4.1*
Continue to support, in accordance with the recommendations made by the Homelessness Task Force and adopted by the City Board, the creation and implementation of the campus concept to consolidate existing homeless and social services south of Garrison Avenue.

GOAL HN-3

Foster regional housing strategies to benefit Fort Smith and surrounding communities

Housing is a regional issue that impacts not only Fort Smith, but also the surrounding communities of Barling, Van Buren, and Chaffee Crossing. By promoting policies to revise zoning and subdivision regulations and provide housing in downtown and emerging centers, the city can assert its leadership on the regional housing issue.

POLICY HN-3.1

Provide leadership in addressing housing as a regional issue.

» *ACTION HN-3.1.1*
Work closely with appropriate agencies or entities involved in regional housing initiatives.

» *ACTION HN-3.1.2*
Work with communities in the region who have targeted housing programs to develop common program guidelines and program requirements to create administrative efficiency.

POLICY HN-3.2

Utilize the City's zoning and subdivision regulations to promote the construction of a variety of housing sizes and types.

POLICY HN-3.3

Encourage a variety of housing close to downtown and emerging centers.

» *ACTION HN-3.3.1*
Explore public/private partnerships and financial incentives that could be made available to support the efforts of housing developers.

TOOL & BEST PRACTICE

HOUSING NEEDS ASSESSMENT

Housing Needs Assessment and Market Study
City of Asheville and Asheville Regional Housing Consortium

The Housing Needs Assessment determines the needs or "gaps" between current conditions and desired housing conditions within four North Carolina Counties: Buncome, Henderson, Madison, and Transylvania. The housing assessment found that population and economic growth throughout the region has been stable. Over an eight-year period, homeownership rates fell, vacancy and rental burden rates increased, while subsidized housing vouchers became harder to obtain. The assessment projected that rental needs will continue to be unmet, the population will continue to age, and homeownership rates will continue to decrease.

By examining the current housing market, both homeownership and rental, as well as subsidized housing, public housing, and special needs housing and identifying gaps, the Asheville Regional Housing Consortium can work with local partners (e.g., developers, economic development authorities) to develop strategies to close these gaps and apply for planning or implementation funding. Potential strategies to address the mismatch of housing and demographic trends, included zoning density bonuses for affordable housing, using HOPE VI or Choice Neighborhoods funding to revitalize distressed public housing, and creating Local Housing Trust Funds (HTFs) to provide low-interest loans for affordable housing development.

Links:
http://www.ashevillenc.gov/Departments/CommunityDevelopment/PlansReports.aspx

GOAL HN-4

Identify potential redevelopment areas/sites that could provide a mix of housing and other uses

Residents suggested that targeted revitalization and renewal strategies for the downtown and riverfront, including denser living, represented an opportunity to foster investment and population growth. Redevelopment within the city can be facilitated by targeting specific redevelopment areas, forging partnerships with developers, and identifying financial incentives.

POLICY HN-4.1

Evaluate potential areas within the City for redevelopment.

» *ACTION HN-4.1.1*
Establish criteria for redevelopment potential (e.g., property value, availability of infrastructure, utilization, tax base, etc.).

POLICY HN-4.2

Explore potential partnerships with non-profit and private sector developers to redevelop sites for mixed-use.

POLICY HN-4.3

Identify incentives that would be appropriate to encourage the redevelopment of key sites.

LOOK: BEST PRACTICE

REDEVELOPMENT

Vacant and underutilized land, including strip malls, parking lots, and blighted properties, have the potential to be future redevelopment sites can add value and provide amenities for residents.

TOOL/BEST PRACTICE

DOWNTOWN REVIVAL - MIDDLETOWN, CT

About the Program:

» Middletown, a small city in Connecticut, began to see decline in their traditional Main Street and downtown in the late 1950s. The city began eying the transformation of the historic downtown core by revising the zoning regulations to require that retail businesses occupy the ground floor of Main Street buildings, creating pedestrian bridges that link major destinations, and attracting private developers.

Credit: inn at Middletown

Why it works:

» The city's activities were successful in attracting a private developer to revitalize a large department store downtown into a collection of thirty shops known as the Main Street Market. This initial investment spurred greater interest in the downtown leading to a number of new restaurants and a 12-screen movie theater. In keeping with encouraging development downtown, the city moved it's police headquarters into the upper floors of the former Sears Department Store building and found a restaurant tenant to occupy the ground floor. Recently, the city initiated a tax foreclosure on an apartment building along Main Street. Middletown forgave the outstanding tax debt and found a developer to convert the building into an Artists' Cooperative with gallery space on the ground floor and housing for artists above. Moving forward, the city is working on a development plan for the riverfront that will create a linkage between the scenic riverfront and Main Street through a series of greenways and infill development.

Links: http://www.middletownplanning.com/documents/DowntownRevitalization_in_small_cities_2007.pdf

WHAT CAN I DO?

» Participate in neighborhood planning meetings

» Talk to community leaders and local officials about your housing needs

» If looking to purchase a home, consider purchasing an historic property eligible for tax credits or other financial incentives

» Support legislation that promotes affordable housing for seniors and other special needs populations

COMMUNITY CHARACTER & DESIGN

WHERE ARE WE NOW?

- **Absence of streetscaping and unsafe pedestrian environment along key "gateway" corridors that provide access to the city. (Rogers Avenue, Zero Street, Highway 71, etc.)**
- **Perception that the city is close-minded, resistant to change, and residents lack community pride.**
- **Appearance of areas within the city is unattractive (litter, derelict buildings, signage, etc)**

WHERE WE WANT TO BE

- **Shared community pride and civic identity.**
- **Livable, well-maintained neighborhoods.**
- **Frontier heritage and identity are protected and promoted.**
- **Beautification efforts along corridors, gateways, neighborhoods, and activity centers contributes to enhanced community appearance and upkeep.**

The Current Landscape

Given the geographic location of Fort Smith with natural barriers like the Arkansas River and Rye Hill, the gateways in and out of the city are along major highway corridors. Rogers Avenue (Highway 22) and Zero Street (Highway 255) provide access to the city from the East. Rogers Avenue and Zero Street have both developed as commercial corridors with predominately automobile-oriented uses. The absence of streetscaping and the unsafe pedestrian environment along these corridors detracts from their standing as major gateways to the city. Highway 71 and State Highways 253, 45, and I-540 provide additional points of access to the city from the south. The character of these gateways ranges from major arterial streets like Highway 45 (Old Greenwood Road) to large four-lane limited access highways like I-540. Highway 64/71 provides access to Fort Smith from the north while Highway 64 provides another point of access from the west.

Vision for the Future

Throughout the planning process residents were asked the comment on the strengths and weaknesses of their community. During these sessions, there was agreement that while the city has low cost of living and a rich history, the appearance of city gateways and negative perceptions among residents could hinder future investment and success. Residents felt that the lack of landscaping, unsafe pedestrian zones, cluttered signage, litter, and blight at city gateways and centers contributed to negative perceptions of the city. Additionally, they felt that the overall attitude of complacency, apathy, and fear of change will prove to be detrimental moving forward.

By working to beautify gateways and centers, encouraging greater civic pride and engagement, and supporting a positive attitude among residents, Fort Smith can improve the way residents and visitors perceive their city. The following goals and policies have been identified to guide the execution of the community's overall vision:

1. Improve the function and aesthetics of key corridors and centers in Fort Smith
2. Increase local community identity within the City
3. Project a positive image for the City of Fort Smith

Credit: Fort Smith Trolley Museum

WHAT DOES THIS MEAN TO ME?

- When residents take pride in their city, the city's streets, neighborhoods, and commercial centers are attractive and well-maintained; and become centers of activity.
- Reduction in visual clutter and improved signage means that finding local businesses along commercial corridors becomes easier.
- Creating identity among neighborhoods throughout the city means residents have a greater sense of pride in and take ownership of their local community.
- Working with local non-profits to increase opportunities to volunteer means residents have more opportunities to get involved and serve!
- Marketing the city in a positive, uplifting manner means more tourism revenue, which could translate to greater amenities for taxpayers.

RESIDENTS SAID...

Keeping properties clean by reducing litter and overgrowth could improve the appearance of the city.

TOOL/BEST PRACTICE

BEAUTIFICATION PROJECT

City of Charlotte, NC

The City of Charlotte, the Greater Mount Moriah Primitive Baptist Church, and other non-profit partners, worked together to plan and implement a streetscape and neighborhood beautification project in the Third Ward neighborhood of Uptown Charlotte. A local landscape architect donated services and with help from volunteers from the neighborhood, plants and trees were planted throughout the church site. Funding was provided by a Neighborhood Matching Grant from the City's Neighborhood and Business Services Department with additional matching funds provided by the Third Ward Neighborhood Association and other partners. This small beautification and streetscape project will contribute to the overall appearance of the Third Ward community.

Links: http://www.charlottecentercity.org/third-ward-neighborhood-beautification-project-a-success/

GOAL CCD-I

Improve the function and aesthetics of key corridors and centers in Fort Smith

Residents highlighted the negative appearance of corridors and centers in Fort Smith as a main obstacle the city must overcome to affect real change. Working to beautify areas of the city and creating guidelines for neighborhood development are ways to ensure that existing neighborhoods and centers as well as emerging centers are well-kept and project a positive image for Fort Smith.

POLICY CCD-1.1

Support beautification efforts along key corridors, at gateways, and in growth centers identified in the Preferred Future.

» *ACTION CCD-1.1.1*
Ensure "Beautify Fort Smith" is moving forward and gaining momentum.

» *ACTION CCD-1.1.2*
Develop a plan to move, relocate, consolidate, or bury utility lines on major roads.

» *ACTION CCD-1.1.3*
Develop new focal points and reinforce the character of gateways into Fort Smith by making them more attractive with new signage, landscaping, and other beautification measures.

» *ACTION CCD-1.1.4*
Update and improve the look and lighting of the Garrison Avenue bridge (and other key gateways) including LED lights, improved fixtures, etc.

» *ACTION CCD-1.1.5*
Encourage the State to improve upkeep and mowing grass areas on I-540.

» *ACTION CCD-1.1.6*
Standardize and improve sign ordinance to reduce visual clutter.

» *ACTION CCD-1.1.7*
Consider extending Grand Avenue from 10th Street to the riverfront to create a Grand Entrance to the Riverfront and Downtown.

» *ACTION CCD-1.1.8*
Analyze the impact of decreasing the threshold that requires property owners to incorporate landscape and design improvements.

POLICY CCD-1.2

Integrate existing commercial activities within residential neighborhoods.

» *ACTION CCD-1.2.1*
Enforce quality urban design, and prohibit further industrial uses in neighborhoods.

GOAL CCD-2

Increase local community identity within the City

Fort Smith is a friendly town, with a strong community spirit rooted in its history as a frontier settlement. In an effort to overcome negative perceptions among residents, the city can promote greater civic identity and participation by increasing awareness of the city's unique history, providing a gathering place for community-wide events, and providing more volunteer opportunities.

POLICY CCD-2.1

Support efforts within the city to increase citywide awareness of local neighborhood character, culture and history.

» *ACTION CCD-2.1.1*
Work with neighborhood groups to develop brands for areas/neighborhoods of the City to increase community identity.

» *ACTION CCD-2.1.2*
Develop a "Downtown Square" as a park/open space where the city could hold a farmer's market, festivals, art walks, shops, and food trucks.

POLICY CCD-2.2

Encourage volunteerism to boost a sense of community in Fort Smith.

» *ACTION CCD-2.2.1*
Create a clearinghouse of volunteer opportunities linking faith-based organizations and local social service institutions and charitable organizations.

TOOL BEST PRACTICE

DESIGN GUIDELINES

Consider the use of design guidelines to prevent incompatible industrial or commercial uses in existing residential neighborhoods.

TOOL BEST PRACTICE

NEIGHBORHOOD BRANDING

Center for Community Progress

Branding or marketing neighborhoods is a tool to build a positive image for a community. When successful, it can promote neighborhood revitalization by attracting economic development and community support. This is a basic guide to creating a neighborhood brand:

1. Create a Goal - what is the purpose of marketing the neighborhood? Is it economic development or resident engagement.
2. Identify the Target Audience - the message needed to attract residents may be different from a message to attract investors.
3. Develop Elements of the Brand - work with community members to find words or images that resonate with the area's character.
4. Create a Logo - turn the brand idea into a graphic that speaks to the community.
5. Develop Strategies & Communicate - get the message out the community, host workshops and other events.
6. Brand the Neighborhood! - Place the neighborhood logo on decals, t-shirts, communications, street light banners, etc.

Links: http://www.communityprogress.net/tool-3--marketing-the-neighborhood-pages-278.php

TOOL & BEST PRACTICE

DESIGN EXCELLENCE

Urban Design Center
Association for Community Design

Design Centers are small agencies or organizations that focus on the physical aesthetics, typically of a downtown area, and provide a variety of design-focused services for a city. The services provided by these centers varies, but most operate with limited budgets and work on reviewing building plans, enforcing design guidelines, proposing streetscapes and parks, and identifying redevelopment opportunities.

Some Design Centers are part of a city government, typically as a unit of a planning department involved in zoning policies and building standards (San Francisco's City Design Group). Other centers are part of a university's architecture school, using students to work on community design (Kansas City Design Center in Missouri—affiliated with the University of Kansas and Kansas State University) Another design group format includes independent nonprofits that offer ideas and guidance to public officials (Dallas' CityDesign Studio and Memphis' Regional Design Center)

The Association of Community Design, a nonprofit network of architectural design centers, reports that these design agencies are operating in over 35 major U.S. metropolitan areas, with several centers launching recently in cities like Columbus, Ohio, and Memphis, Tennessee; and even suburbs like Arlington, Texas, outside Dallas.

Links: www.communitydesign.org

Creating a Sense of Place

Enhancing the character of the areas targeted for future growth will transform how residents and visitors experience the City and bring many of Fort Smith's existing neighborhoods up to the level of quality found in newer developments. In order to develop a genuine sense of place, these areas must relate to their surrounding context and strive to meet a higher design standard than their current conditions. Many of the city's traditional commercial corridors, retail centers, and existing neighborhoods hold the potential to maintain their functionality while adapting to a more human-scale and comfortable environment as new growth is targeted to these areas.

Future Character Conditions

Within the areas targeted for future growth, several typical character conditions exist. These centers, corridors, and neighborhoods are grouped according to their current conditions and similarities in potential future design considerations. As the City implements the Comprehensive Plan and new development is drawn to these areas, several character and design considerations must be addressed along with the policies outlined in this element;

CENTER TYPOLOGIES:

- Large Scale Retail Center
- Mixed Use Neighborhood Center
- Institutional Center
- Industrial/Manufacturing Center
- Downtown/Riverfront Center

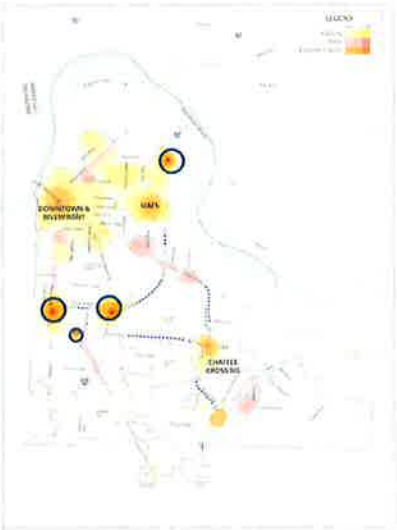
NEIGHBORHOOD TYPOLOGIES

- Established Neighborhood
- Stabilizing Neighborhood

CORRIDOR TYPOLOGIES:

- Core Retail/Commercial Corridor
- Connecting Gateway Corridor
- Transitional Corridor

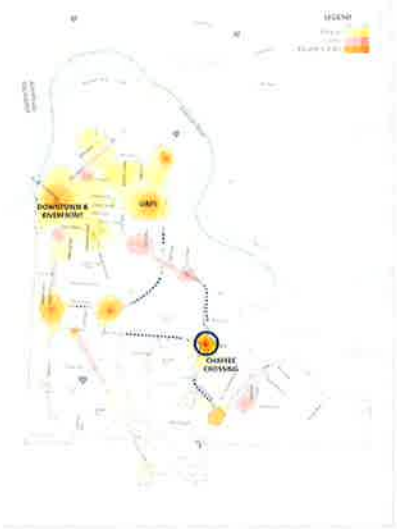
FIGURE 4.3: LARGE RETAIL CENTER



LARGE SCALE RETAIL CENTERS:

These areas are currently defined by auto-oriented "big box" style commercial and retail businesses, with some adjacent industrial, manufacturing and residential neighborhoods. Most of these places lack any distinguishing aesthetic quality or recognizable sense of place. The abundance of parking, lack of human-scale amenities such as screetscaping, walking paths and lighting, as well as their structural configuration are not consistent with the community's vision for a city with more livable and sustainable places to work and shop. As these centers emerge, their function as larger scale retail businesses can remain consistent, but their character must evolve to meet a higher standard of design and adjust their accessibility to accommodate multiple modes of transportation. Although new commercial and retail uses will be encouraged in the downtown area, these large scale retail centers already exist and will continue to serve their primary function of meeting the daily needs of residents throughout Fort Smith.

FIGURE 4.4: MIXED USE NEIGHBORHOOD CENTER



MIXED-USE NEIGHBORHOOD CENTERS:

This area at the intersection of Zero Street and Massard Road has been identified through the community's "Preferred Future" as a center for both new employment and residential development. Unlike the larger scale retail centers, this center has a greater variety of development potential and an opportunity for a smaller scale mixing of uses. In its' current condition, this intersection is fairly indistinguishable from many other multi-lane major crossroads, but its' unique location holds the potential to tie Fort Smith's existing neighborhoods to the new residential and commercial areas emerging in Chaffee Crossing.

Future character considerations in this center should incorporate urban design themes associated with master planned communities; including a variety of housing types, on-street parking, a central open space, and a connected, walkable-scale street network. Only one center of this type has been identified in response to the community's vision of activating the Downtown and Riverfront with comparable uses. As the city grows, if increased demand expands beyond the capacity of Downtown Fort Smith, existing obsolete Large Scale Retail Centers can move toward transforming into these more integrated neighborhood centers.

FIGURE 4.5: INSTITUTIONAL CENTER

INSTITUTIONAL CENTER:

The University of Arkansas Fort Smith campus, and its surrounding neighborhoods were identified by residents as an area of the city that holds the capacity to accept future residential, commercial, and university-related institutional uses. As an area with existing development, future growth in this center will likely be in the form of infill development and potential increases in density at targeted locations along Grand Avenue, Kinkead Avenue, and North Waldron Road. With a high student population, the character of this center should focus on growing into a compact and walkable center that balances the academic focus of the university's campus with the more traditional residential neighborhoods that surround it.

Utilizing the campus as the anchor to the neighborhood, several opportunities exist to extend the character and design quality of the university setting beyond the boundaries of UAFS and into its surrounding community. Conversely, the tree-lined character of the adjacent residential streets offer a design aesthetic that translates well to the UAFS verdant grounds. As an institutional center, future plans for this area should complement the university's master plan, and foster positive relationships between the city and this important partner.

FIGURE 4.6: INDUSTRIAL/MANUFACTURING CENTER

INDUSTRIAL/MANUFACTURING CENTERS:

Through the development of "Alternative Futures" and eventual selection of a Future Fort Smith "Preferred Future", residents supported continued growth of the manufacturing and industrial cluster developing along I-49 in Chaffee Crossing. This center will be unique in character due to its' proximity to one of the nation's most important trucking routes, so it will focus on serving highway-dependent economies with a more auto-dominated character than other parts of the city. Because this center is located in a largely undeveloped area however, significant design opportunities exist to incorporate additional amenities that will encourage workers in the area to experience their surroundings and get out into the Chaffee Crossing landscape. Best practices of corporate and manufacturing centers should be followed as this center grows, including sufficient pedestrian and bicycle access to the adjacent right-of-ways, sharing entry drives and clustering building groups to minimize impervious surfaces, and providing distinct outdoor spaces for workers. To the greatest extent possible, new buildings within this center should not be designed or sited without consideration of their surroundings, and higher design standards should be set for more highly visible buildings.

FIGURE 4.7: CORE RETAIL/COMMERCIAL CENTER

CORE RETAIL / COMMERCIAL CORRIDOR

Rogers Avenue represents the spine of Fort Smith; connecting the city's historic downtown, Garrison Avenue and the riverfront with existing neighborhoods, new commercial centers, and recent development in the southeastern areas of the city. The core retail and commercial center of this corridor benefits from several major employment anchors, local-serving retail, and a wide variety of commercial uses, while also serving as the primary method of transportation for residents of many of the city's neighborhoods to get around every day. Throughout the public engagement process, residents identified this section of the corridor as a primary asset that should continue to be the focus of future city investments including streetscape improvements, potential gateway elements, and overall beautification.

Although the future land uses identified for this corridor will continue to focus on serving the retail and commercial needs of the city, there are opportunities to improve the public realm by adding more human-scale design elements, particularly in areas more frequently traveled by residents outside of their cars, such as bus stops, sidewalks and shopping center internal circulation areas. This corridor should be a primary focus of a street tree planting program and beautification efforts that bury electric lines, minimize the negative visual impacts of too much signage and examine opportunities to relocate parking to the behind buildings that face the Corridor.

FIGURE 4.8: INSTITUTIONAL CENTER

CONNECTING GATEWAY CORRIDORS

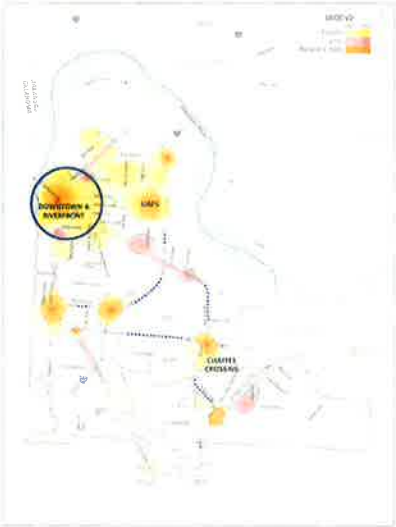
The city's gateway corridors, Towson Ave and Midland Blvd., are the entrances to Fort Smith and its' historic downtown. Public input through the comprehensive plan update suggested that these stretches of roadway should more accurately reflect the quality of development and commercial opportunity that exist within the city. In their current condition, large areas of under-utilized land along these corridors are experiencing varying levels of deterioration, having a negative impact on the businesses that continue to operate in the area. As growth is directed to these thoroughfares, it will be important that a cohesive design strategy is developed that mitigates the negative impacts of temporary vacancy, identifies opportunities for greenspace infill, and supports the existing business community. Design considerations along these roadways should include developing an aesthetic consistency, improving access for pedestrians from the surrounding neighborhoods to access businesses along the corridor, and consolidating vehicular access to provide opportunities for people to park once and visit multiple businesses.

FIGURE 4.9: TRANSITIONAL CENTER

TRANSITIONAL CORRIDOR

The stretch of US-71 between Zero Street and the I-540 interchange was identified as an area with future growth potential, as an emerging corridor with opportunities to draw new employers to a part of the city with industrial and manufacturing infrastructure and convenient highway access. As a four-lane divided highway, the corridor itself serves the primary function of connecting the adjacent industrial and commercial uses to the interstate and other parts of the region. Outside of potential adjustments to land use or zoning that may be necessary to attract and accommodate a variety of future businesses to the area, the corridor itself would benefit from the investment in streetscape amenities including new landscaping and lighting.

FIGURE 4.10: DOWNTOWN/RIVERFRONT CENTER



DOWNTOWN / RIVERFRONT CENTER:

The Downtown and Riverfront area was identified by residents as the central activity center for future parks and open space investments, new commercial, office, residential, and entertainment uses, and the continued preservation of the historic character of the city. The community envisions this area as supporting day and nighttime activity and a growing the city's "urban lifestyle with a distinct flavor of historic Fort Smith." In terms of character considerations, a priority for this center will be to continue to maintain the existing buildings and properties, and continue to enhance the quality of the public realm throughout the entire downtown and adjacent riverfront area. Although several important investments have been made at targeted locations in this center that have succeeded in transforming once abandoned areas into thriving sections of the downtown, some areas within the downtown remain isolated due to lack of vehicle or pedestrian access.

The Design Guidelines in place for rehabilitation and new construction in the city's Central Business Improvement District outline many character and design considerations, but no Downtown Master Plan has been developed for this area to address the issues of access, open space, redevelopment, and infrastructure comprehensively together with the Riverfront. In order to implement many of the policies and actions identified through the Future Fort Smith plan update, a more focused planning effort for the Downtown and Riverfront should be initiated and build on the existing momentum of the comprehensive planning process.

FIGURE 4.11: ESTABLISHED NEIGHBORHOOD

ESTABLISHED NEIGHBORHOOD

Some residential areas adjacent to downtown Fort Smith have remained occupied and thriving, even as the city's historic downtown experienced significant disinvestment and new development shifted to the South. These more traditional neighborhoods have a distinct character that sets them apart from other parts of the city, and they benefit from their central location with convenient access to downtown, the riverfront, Garrison Avenue, and Rogers Avenue. Their tree-lined streets with sidewalks and well-maintained homes will offer an important complement to the new higher density housing, and mixed use developments envisioned for the downtown. In terms of the character of these communities, it will be critical to preserve the existing neighborhood fabric and sense of place by working with residents to develop and design guidelines for new construction. Although these areas have traditionally remained as single family residential neighborhoods, most of the property within these ares is zoned for a higher-density of multi-family residential uses. Preserving the character and quality of these neighborhoods will require any new development in this area to meet the existing standard of design, and maintain compatibility with the surrounding residential are, regardless of the housing type.

FIGURE 4.12: STABILIZING NEIGHBORHOOD

STABILIZING NEIGHBORHOOD

Other residential areas adjacent to downtown Fort Smith have not remained fully occupied, and have experienced many of the negative impacts associated with disinvestment. These areas have the same great "bones" as their adjacent neighborhoods; with a fully connected street network, mature trees, and convenient access to downtown, but the large vacant areas and abandoned properties detract from their appeal as a viable housing option for many potential residents. Another issue that impacts the character of these neighborhoods is the incompatibility of uses between the smaller scale commercial and light industrial operations in the area and the adjacent single family residential areas. Similar to the established neighborhoods in other areas near downtown, this area is also largely zoned to allow for residential uses at a higher density than is currently on the ground. Incorporating design guidelines that aim to eliminate the conflicts between the existing housing, commercial businesses in operation, and new multi-family construction may provide more opportunities for a variety of new development to be attracted to this area.

GOAL CCD-3

Project a positive image for the City of Fort Smith

Promoting tourism and emphasizing the rich history of the city were key opportunities highlighted throughout the planning process. Creating marking materials that convey the positive aspects of the city can bolster tourism and support Forth Smith's businesses.

POLICY CCD-3.1

Promote the identity of the City throughout the region, and nationally.

» *ACTION CCD-3.1.1*
Improve the City's approach to public relations to promote what there is to do in Fort Smith.

» *ACTION CCD-3.1.2*
Consider creation of a publicly generated slogan to improve how citizens think of their city.

TOOL: BEST PRACTICE

EMPHASIZE HISTORY

The city will strengthen its commitment to honoring past and present members of the U.S. Marshals by moving forward with plans to construct a U.S. Marshals Museum on the banks of the Arkansas River near the amphitheater. Plans for the U.S. Marshals Museum were the result of a multi-year campaign that lobbied for the USMS to select Fort Smith as the location for the museum as the city was historically the location where many U.S. Marshals were killed in the line of duty. In the fall of 2013, the city dedicated the cornerstone for the Hall of Honor, as a memorial to all USMS fallen officers since 1789.

TOOL/BEST PRACTICE

TOURISM MARKETING CAMPAIGN - XOXO PHILADELPHIA

About the Program:

» VisitPhiladelphia, the City of Philadephia's tourism marketing organization, has been actively working to promote a positive image for the City since 1996. Over the years, VisitPhiladelphia's advertisement campaigns have helped increase hospitality revenues throughout the City. Following the economic downturn in 2009, the "With Love, Philadelphia XOXO" campaign was launched to reinvigorate the City's image. The campaign focuses on social media platforms and print ads that often use cheeky messages to entice visitors to the area. Some billboards included the slogans, "Dear hot date, wanna sleep over? P.S. Get a Room at VisitPhilly.com" and "Leave no cobblestone unturned, plan your historical weekend at VisitPhilly.com."

Why it works:

» VisitPhiladelphia's XOXO campaign has been successful in increasing tourism revenue throughout the city. According to Longwoods International and Tourism Economics, the campaign draws in an estimated $100 in tourist spending for every $1 spent on advertising costs. The campaign has helped draw in more than half-a-million fans on a variety of social media platforms and has helped shape a positive image for the City. The campaign has proved to be successfully adaptable, conveying a number of positive messages focusing on night life, historical attractions, and food and entertainment culture. Furthermore, the success of the campaign has been furthered by VisitPhiladelphia's many partnerships that help convey Philadelphia's message in print and on the web, both nationally and internationally.

Links: http://articles.philly.com/2014-03-10/business/48054961_1_new-slogan-meryl-levitz-greater-philadelphia-tourism; http://stage.visitphilly.com/articles/philadelphia/phillyosophy-advertisements/

WHAT CAN I DO?

» Participate in your neighborhood planning process.

» Organize or participate in a neighborhood clean-up or beautification project.

» Look for ways to give back. Explore volunteer opportunities in your neighborhood. You could become a mentor for a child at a local school, help out at a local food bank, or work with stray animals at your local animal shelter.

» Participate in local festivals and events that celebrate Fort Smith's unique history and culture.

» Work with the city and fellow residents to develop a community-based slogan or branding campaign for the city.

TRANSPORTATION & INFRASTRUCTURE

WHERE ARE WE NOW?

- **Fort Smith's highways carry 62,000 daily commuters, as population increases we will need to plan for further congestion.**
- **Ridership on Fort Smith's bus system increased 4% between 2011 and 2012, however ridership is still low.**
- **Residents feel there are not enough trail connections to parks and key destinations, making it harder to bike or walk.**

WHERE WE WANT TO BE

- **Parks, greenways, and trails connect neighborhoods and activity centers.**
- **Infrastructure systems are provided in a coordinated manner that conserves natural and fiscal resources.**
- **Mobility is enhanced through the construction of I-49, a deeper river channel, greater road connectivity, and expanded mobility choices (transit, bicycle, and pedestrian).**

The Current Landscape

Fort Smith has access to all modes of transportation including air, road, rail, and water allowing for the movement of people and goods within the city and throughout the region. The continued functioning of this circulation system is essential to the long-term economic growth of Fort Smith. Each individual system has a specific role to play in the functioning of the city's economy and the daily life of its residents. Fort Smith's Regional Airport connects the city to the world, freight transportation along waterways, roadways, and railways is a key cog in the city's economic machine, and the over 580 miles of roadways connect people to jobs and centers of activity. Recent investments in the current transportation system include a new $12.8 million terminal complex and completing the I-49 corridor. Future investments include increasing the river channel's current depth to increase freight capacity by 43% and constructing over 80 miles of multi-use trails.

The city of Fort Smith maintains a comprehensive water and wastewater infrastructure system. The City's water supply reservoir has the capacity to meet future growth through 2060, while incremental water treatment plant expansions are anticipated to meet projected growth demands through 2025. Additional plant expansion increments will be made to meet projected water treatment demands beyond 2025. A combination of local sales taxes and the sale of municipal bonds has funded some $184 million in improvements to the city's sanitary sewer system to increase conveyance capacity and rehabilitate the collection system. Continued improvements are expected to eliminate sewer backups, overflows, and untreated wastewater discharges during wet weather events.

Vision for the Future

Residents identified transportation investments, particularly I-49 and airport expansion, as a major opportunity for development in Chaffee Crossing. By improving connectivity throughout the city and making informed decisions about the expansion of infrastructure, Fort Smith can increase the quality of life for residents, visitors, and business owners. The following goals and policies have been identified to guide the execution of the community's overall vision:

1. Improve access and connectivity through enhancements to all modes of transportation
2. Capitalize on Fort Smith's Location
3. Provide and enhance non-vehicular access for residents
4. Improve public transportation
5. Incorporate the Future Land Use Map in the strategic planning of future utility and infrastructure expansions

TRANSPORTATION & INFRASTRUCTURE

Credit: Southwest Times

WHAT DOES THIS MEAN TO ME?

- The completion of the I-49 corridor could bring more jobs and economic development to Fort Smith and the region.
- Improving bicycle and pedestrian access and safety along key corridors means that choosing to walk or bike to major destinations is easier and safer.
- Protecting existing neighborhoods from excessive through traffic means that residential streets are safe for kids to walk, bike, and play.
- Increasing access to the riverfront (vehicle, pedestrian, and bike) opens up the scenic riverfront for all Fort Smith residents to enjoy.
- Working to improve the efficiency of water and wastewater systems in the city ensures that residents continue to receive high quality public services and reduces the likelihood of system backups during wet weather events.

Improving the availability of parking by managing existing facilities in a more efficient manner, developing park and ride centers, and shared use agreements, downtown Fort Smith

GOAL TI-I

Improve access and connectivity through enhancements to all modes of transportation

During the Future Fort Smith Town Community Forums, many residents voiced their desire for a more connected transportation system that would allow for the efficient and safe movement of people and goods and services. Policies and actions to improve mobility include enhanced connections to key destinations, improvements to the city's existing circulation system, protecting residential neighborhoods from unnecessary vehicular traffic, and safely accommodating all modes of transportation.

POLICY TI-1.1

Promote better connections between downtown, the riverfront, historic sites, and the Belle Grove Historic District, particularly from I-40 to 540.

» *ACTION TI-1.1.1*
Improve the availability of parking in downtown Fort Smith.

» *ACTION TI-1.1.2*
Create an I-540 Downtown/Riverfront Loop that would offer direct access to the riverfront and downtown area from Kelley Highway and Grand Avenue.

POLICY TI-1.2

Make major destinations highly accessible by all modes of transportation.

» *ACTION TI-1.2.1*
Design and adopt an all-mode circulation plan for major centers identified in the Preferred Future.

POLICY TI-1.3

Address improvements to the existing street network by first optimizing access and circulation through better design and utilization of existing rights-of-way, in cooperation with property owners.

» *ACTION TI-1.3.1*
Evaluate ways to improve access to the Riverfront.

POLICY TI-1.4

Protect residential neighborhoods from excessive through traffic.

» *ACTION TI-1.4.1*
Consider traffic calming techniques (roadway narrowing, chicanes, bump-out curbs, raised intersections, etc) in residential neighborhoods impacted by through-traffic.

» *ACTION TI-1.4.2*
Improve connectivity throughout the City's roadway network to increase access and eliminate high volumes of traffic in residential thoroughfares.

- Identify the major destination areas in town
- Evaluate how cars travel from major roads to the destination areas
- Improve these access routes to minimize travel through neighborhoods

POLICY TI-1.5

Improve traffic flow and integrate safe pedestrian and bicycle travel into the transportation network, particularly at key intersections of high commercial and employment activity.

» *ACTION TI-1.5.1*
Identify problematic roadways that create a hazardous environment for pedestrians and infill sidewalks where gaps exist in the network.

RESIDENTS SAID...

There is a lack of walking, biking, and running paths throughout the city.

POLICY TI-1.6

Improve physical connections between and within neighborhoods through road extensions or improvements, bicycle lanes and trails, and a connected sidewalk network.

» *ACTION TI-1.6.1*
Identify and designate key pedestrian and bicycle routes for improvements to neighborhood connectivity and walkability, including access to service areas.

POLICY TI-1.7

Reduce traffic congestion and improve emergency circulation by redesigning major corridors to include safe walking, biking, transit, and driving options and incorporating those elements into initial design concepts through final design documents.

» *ACTION TI-1.7.1*
Utilize a "Complete Streets" approach to ensure that all new projects are planned and designed to meet the needs of every community member, regardless of their age, ability, or how they travel.

GOAL TI-2

Capitalize on Fort Smith's Location

Residents suggested that the city is not fully taking advantage of its location and potential growth opportunities in downtown and along the riverfront as it relates to growth of industry and businesses in the area. By supporting the creation of new businesses with transportation infrastructure and continuing improvements to rail, air, and freight transportation, the city can benefit from its location at the intersection of major road and waterway routes.

POLICY TI-2.1

Ensure that business and industry have sufficient transportation infrastructure to support freight operations and business communications, including rail, air, highways, telecommunications, and pipelines.

» *ACTION TI-2.1.1*
Speed up work plan / completion of I-49 from Highway 22 to I-40 in collaboration with other communities and regions.

» *ACTION TI-2.1.2*
Focus efforts on increasing the river channel's depth from nine feet to twelve feet to increase the capacity of the Kerr-McClellan Arkansas River Navigation System (MCKARNS) Waterway Route.

» *ACTION TI-2.1.3*
Relocate the train switch station from downtown.

» *ACTION TI-2.1.4*
Improve vehicular access to the riverfront.

POLICY TI-2.2

Provide convenient, reliable connections between industrial zones and regional highways to facilitate truck traffic that also minimize noise and traffic conflicts with other uses.

» *ACTION TI-2.2.1*
Plan for development along the I-49 corridor to accommodate freight transportation and growth.

» *ACTION TI-2.2.2*
Reroute truck traffic from key streets targeted for streetscape and pedestrian improvements (Garrison Avenue, A Street, B Street, and Riverfront Drive) to I-540 and other highways to reduce truck traffic downtown and on the riverfront.

TOD BEST PRACTICE

TRUCK RE-ROUTING

Maspeth, NY
VREF Center of Excellence for Sustainable Urban Freight Systems (coe-sufs.org)

Maspeth, a community in Queens, has a mix of commercial areas, residential neighborhoods, and industrial facilities. Following, concerns about the negative impact of truck traffic, including auto accidents, the New York City Department of Transportation (NYCDOT) began a study to determine the feasibility if re-routing truck traffic. The study supporting altering the current truck route to enhance safety for pedestrians and improve conditions for residents and businesses. The new truck route allows trucks to travel at similar speeds along newly converted one-way streets to allow for loading and access to businesses. To ensure the success of the re-routing plan, NYCDOT worked with the New York City Police Department to issue citations to truck drivers not utilizing the new truck route.

Links: https://coe-sufs.org/wordpress/ncfrp38/case-studies/nyc/3mtrd/

» *ACTION TI-2.2.3*
Update the Truck Route street plan in accordance with the Preferred Future.

POLICY TI-2.3

Remain committed to supporting the air travel industry so that passenger service continues for the foreseeable future by enhancing the air transportation system at the Fort Smith Regional Airport, while protecting the public from airport related noise and safety hazards.

RESIDENTS SAID...

The airport is an important piece of the city's transportation system that links Fort Smith to the rest of the country.

POLICY TI-2.4

Fully support the railroad industry and encourage growth through the City and the region.

POLICY TI-2.5

Fully support the continued improvements to the Port of Fort Smith.

POLICY TI-2.6

Support the development of the Van Buren Regional Intermodal Facility.

POLICY TI-2.7

Continue to balance water and port activities with environmental improvements in full cooperation with the Corps of Engineers.

GOAL TI-3

Provide and enhance non-vehicular access for residents

Many residents focused on the need to accommodate alternatives modes of transportation including walking, biking, and taking public transit. Policies and actions to ensure that residents have access to a variety of transportation modes include implementing the city's trails and greenway plan, creating pedestrian connections with complete sidewalks, and connecting new development to existing centers with bike, pedestrian and transit routes.

POLICY TI-3.1

Review and encourage implementation of existing bike and greenway plan that will interconnect neighborhoods and provide access to both neighborhood and city-wide destinations.

POLICY TI-3.2

Support pedestrian access throughout the city, with a focus on attractive, safe, and contiguous sidewalk connections between destinations.

TOOL/BEST PRACTICE

BIKE & GREENWAY PLAN

Implementing the city's trails and greenway plan will add over 80 miles of bike and pedestrian trails to Fort Smith's existing trail infrastructure further linking key destinations and neighborhoods.

» *ACTION TI-3.2.1*
Continue infill sidewalk program to safely connect schools, residential areas, and commercial district.

POLICY TI-3.3

Connect new development through bike and pedestrian paths to provide a variety of options for traveling, including walking, biking, transit, and vehicle travel.

» *ACTION TI-3.3.1*
Develop a local Complete Streets policy that prioritizes improvements for pedestrians, bicyclists, and motorists on key corridors (i.e. Garrison Avenue).

TOOL: BEST PRACTICE

COMPLETE STREETS

North Little Rock, AR
Bicycle Advocacy of Central Arkansas

Adopted in 2009, North Little Rock's Complete Streets Policy focuses on providing the best achievable street design to accommodate pedestrians and all types of vehicular and bicycle movement. The policy works in conjunction with the City's Master Street Plan, which proposes a network of streets and highways designed to accommodate all modes, a set of proposed trails, and bike routes.

Since adopting the policy, North Little Rock has created bike routes and bike lanes on streets throughout the City. In addition to providing bike lanes, the City has worked with groups like the Bicycle Advocacy of Central Arkansas, to in stall 90 bike racks and 3 "Fix-it" stations for bike repair. As part of the City's commitment to complete streets, a coordinator was hired to oversee the use of a Safe Routes to School grant who will work to promote safe bicycling in North Little Rock.

Links:
http://www.smartgrowthamerica.org/complete-streets/changing-policy
http://www.bicycleadvocacy.com/north-little-rock

GOAL TI-4

Improve public transportation

A well-functioning and convenient public transportation system ensures that all residents have access to major activity and job centers. Increasing ridership through marketing campaigns and other measures can support the expansion and growth of the system.

POLICY TI-4.1

Market public transportation in Fort Smith.

POLICY TI-4.2

Promote and maintain a public transit system that is safe, efficient, cost-effective and responsive to the needs of residents.

» *ACTION TI-4.2.1*
Expand fixed-route system to ensure access to a majority of shopping/service areas.

GOAL TI-5

Incorporate the Future Land Use Map in the strategic planning of future utility and infrastructure expansions

Fiscal responsibility was a key concern for residents at community meetings. The city can improve efficiency and reduce waste by enacting a number of policies and actions focused on ensuring utility expansion is coordinated with land use and the city's long-term needs.

POLICY TI-5.1

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.

» *ACTION TI-5.1.1*
Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements.

RESIDENTS SAID...

Lack of capacity within the city's government to increase revenues may threaten future growth.

POLICY TI-5.2

Ensure that utility and infrastructure systems can meet the city's long-term needs.

» *ACTION TI-5.2.1*
Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern.

» *ACTION TI-5.2.2*
Maintain updated infrastructure master plans..

» *ACTION TI-5.2.3*
Regularly review Level or Service (LOS) standards for infrastructure systems.

» *ACTION TI-5.2.4*
Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects.

» *ACTION TI-5.2.5*
Use the future land use framework to identify opportunities to expand the city's green infrastructure and open space network to increase the city's ability to manage stormwater and limit the need for additional grey infrastructure.

WHAT CAN I DO?

» Utilize existing bike and pedestrian paths and advocate for the expansion of trails throughout the city.

» Consider walking or biking to work or to destinations within the city.

» Conserve water by limiting lawn watering, turning off the faucet when brushing your teeth, or using a rain barrel to recycle rainwater.

» Talk to local officials, advocate for pedestrian improvements including complete sidewalks, clear crosswalks, or street trees.

» Use public transportation when possible.

PUBLIC FACILITIES & SERVICES

WHERE ARE WE NOW?

- **Fort Smith maintains 273 acres of open space and recreation areas.**
- **The Fort Smith Fire Department carries a Class 2 Rating (on a scale from 1-10; with 1 being the highest)**
- **Arrests for drug-related offenses increased by 53% between 2000 and 2011.**
- **The University of Arkansas Fort Smith (UAFS) is expected to increase enrollment by 23% by 2023.**

WHERE WE WANT TO BE

- **A friendly, welcoming and caring community of citizens who are actively engaged.**
- **Shared community pride and civic identity.**
- **Business- and citizen-friendly government.**
- **A transparent government focused on providing fiscally sound and resourceful funding for public facilities and services.**

The Current Landscape

Fort Smith residents have access to a variety of facilities and services provided by the city of Fort Smith, including parks, libraries, fire and police services, public schools, and higher education institutions. The city is undertaking a number of investments in public facilities, including the execution of a trail and greenway plan with over 88 new miles of trails and bikeways and the modernization of ten fire stations to improve service. In addition to improvements to public facilities, the University of Arkansas at Fort Smith (UAFS), the largest university in Fort Smith, released a master plan in 2013 to address future physical expansion and renovation needs to accommodate a growing student population. As Fort Smith's population grows and becomes more diverse with a larger number of college-aged and working residents, public facilities and services, including universities and park and trail amenities could play a substantial role in preparing the next generation workforce and attracting new residents.

Vision for the Future

Throughout the planning process residents were asked to share their opinions on the strengths and weaknesses of their community. While residents generally view Fort Smith's quality of life (including the quality of services) as a strength of the community, concerns were expressed that perceived fiscal and leadership limitations could hold back the city's future potential for growth. Most concerns relate to financial constraints and funding challenges the city currently faces and a functional lack of capacity to increase revenues in the future. Another source of unease is that a low sense of "community self-esteem" (i.e., how we perceive ourselves as a community) could hamper Fort Smith's ability to realize a better future and to change how others view the city.

Nevertheless, residents have confidence that there are substantial opportunities to change course. By fostering the efficient and equitable allocation of public resources, promoting greater transparency of government, and encouraging greater civic pride and engagement, Fort Smith can ensure that the way residents, businesses interact with and perceive their city continues to improve. The following goals and policies have been identified to guide the execution of the community's overall vision:

1. Promote a business-friendly and citizen-friendly government
2. Build consistency and trust with the public
3. Promote civic identity and pride
4. Prevent wasteful use of public resources and services
5. Improve the health and well-being of Fort Smith residents

PUBLIC FACILITIES & SERVICES

WHAT DOES THIS MEAN TO ME?

- A Fort Smith government that works to make regulations and policies clear and transparent for businesses and residents means that opening a business, applying for a zoning variance, or obtaining building permits will be a straight-forward and streamlined process.
- When residents take pride in their city, the city's streets, neighborhoods, and commercial centers are attractive and well-maintained; and become centers of activity.
- Avoiding unnecessary city expenditures on facilities and services by utilizing updated data to make informed decision means that taxpayer dollars are used to fund vital improvements.
- Having access to multi-use trails that link parks and major destinations means that there are more opportunities to walk, bike and play, which could improve the overall health of Fort Smith residents.

GOAL PFS-1

Promote a business-friendly and citizen-friendly government

Throughout the visioning process, Fort Smith residents voiced their desire to have a transparent government with clear regulations and codes. Policies and actions to help the city realize this goal include modernizing operations to streamline the development and permitting process and coordinate with business groups throughout the city to ensure that city policies align to the needs of local businesses.

TOOL, BEST PRACTICE

INTERACTIVE ON-LINE CODE

City of Oakland, CA

The City of Oakland developed an on-line interactive code that details parcel-based information about zoning and general plan designations, historic resources, and environmental status. Detailed parcel information links the user to other pages with in-depth explanations about current development codes and regulations.

Links: OaklandNet.com

POLICY PFS-1.1

Maintain fair and transparent codes and regulations.

» *ACTION PFS-1.1.1*
Work with groups in authority (Chamber, City Board, CBID, Chaffee Crossing, County, etc) to improve communication and coordination.

» *ACTION PFS-1.1.2*
Revise development regulations to improve user friendliness (e.g., create an interactive on-line code).

POLICY PFS-1.2

Monitor the City's return on investment by measuring municipal expenditures against property and sales tax revenues.

» *ACTION PFS-1.1.1*
Identify opportunities to reduce the City's cost burden by establishing public/private partnerships on significant revitalization projects.

GOAL PFS-2

Build consistency and trust with the public

Many residents felt that lack of transparency in the function of city government could hinder Fort Smith's potential for future growth. Several policies and actions were identified to ensure that residents stay informed and involved in the planning process and increase communication between the city, residents, and the business community.

POLICY PFS-2.1

Ensure that the City's planning and implementation process is transparent.

POLICY PFS-2.2

Maintain a clear line of communication between the City, the business community, and residents that establishes expectations and allows the progress of the City's commitments to be measured and evaluated.

» *ACTION PFS-2.2.1*
Set up ongoing communication with other groups in the City (CBID, School Board, Chaffee Crossing, Planning Commission, CEO Group, Chamber, etc) to ensure that all organizations maintain consistent goals and objectives with each group focusing on the responsibilities best suited for them.

POLICY PFS-2.3

Promote public awareness and participation by holding open Town Hall events modeled after the Future Fort Smith Community Forums.

GOAL PFS-3

Promote civic identity and pride

Negative perceptions and attitudes of Fort Smith, including complacency, apathy, and fear of change were cited as threats moving forward. The city and residents can work together to support building a stronger downtown identity and encourage a positive culture of change and community service.

POLICY PFS-3.1

Capitalize on the City's municipal presence Downtown.

» *ACTION PFS-3.1.1*
Build support for a City Hall building.

POLICY PFS-3.2

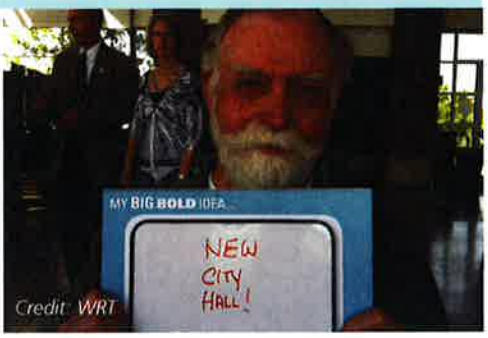
Develop community pride by promoting a culture of inclusion and consideration of positive change.

» *ACTION PFS-3.2.1*
Promote existing community service efforts and identify partnership opportunities to expand regularly scheduled community service days.

» *ACTION PFS-3.2.2*
Identify Comprehensive Plan elements (goals, policies, and actions) that will require citizen support to accomplish, and continue to communicate the importance of resident input and participation in monitoring the progress and ongoing updates to the plan.

TOOLBOX BEST PRACTICE

COMMUNITY FORUMS



The city can build on the strong participation of the community throughout the Future Fort Smith process by hosting on-going Town Hall events to update the community about the city's progress.

RESIDENTS SAID...

Building a City Hall downtown will increase civic pride and solidify the city's presence in the downtown.

RESIDENTS SAID...

Financial constraints and lack of capital may hinder the future growth of Fort Smith.

TOOL BEST PRACTICE

GIS COMMUNITY ASSESSMENT

City of Fullerton, CA
Contact: Diana McCarthy; DianaM@ci.fullerton.ca.us

Fullerton, California has been utilizing GIS software to map and track a number of community indicators and assist with the function of other city departments including fire and police services. The city has also used GIS analysis to determine where new parks are needed in areas with low access to parks and apply for grant funding utilizing the demographic and geographic analysis of the area. Utilizing regularly updated GIS data allows the city to quickly access detailed information about specific geographic areas making it easy to make better, more informed decisions. Having access to updated data including detailed demographic information, transportation infrastructure, and the locations of existing community services and businesses, allows the city to quickly access information to inform prospective business owners and determine the need for additional city investments.

Links: http://www.esri.com/news/arcnews/fall11articles/the-city-of-fullerton-looks-inward.html

GOAL PFS-4

Prevent wasteful use of public resources and services

Fiscal responsibility was a key concern for residents at community meetings. The city can improve efficiency and reduce waste by enacting a number of policies and actions focused on sharing community facilities and making informed decisions about where to extend new services.

POLICY PFS-4.1

Seek opportunities to co-locate future community facilities to maximize efficiencies in service provision and reduce capital and operating costs.

POLICY PFS-4.2

Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth.

» *ACTION PFS-4.2.1*
Evaluate existing water conservation policies and goals for residential, commercial, and industrial uses to identify opportunities for additional reductions.

GOAL PFS-5

Improve the health and well-being of Fort Smith residents

Ensuring that residents have access to parks, recreation, and other health-related public services can have a positive impact on the overall health of the community.

POLICY PFS-5.1

Increase access to healthcare, reduce preventable disease, and educate the community about leading a healthy lifestyle.

» *ACTION PFS-5.1.1*
Encourage local employers to adopt wellness programs (e.g., sponsor health cooking demonstrations, complementary gym memberships, etc).

» *ACTION PFS-5.1.2*
Develop a healthy living campaign and create marketing materials that communicate the benefits of active living, recreation, and healthy foods.

» *ACTION PFS-5.1.3*
Promote use of existing and future trail systems for exercise as part of a healthy living campaign.

TOOL: BEST PRACTICE

ACTIVE LIVING - GO! CHAPEL HILL

About the Program:

» GO! Chapel Hill, one of 25 community partnerships under the Robert Wood Johnson Foundation's Active Living by Design program, encourages leaving your car at home and using public transportation, bicycling, and walking as a way to a healthier and more environmentally friendly lifestyle. Active Living by Design places emphasis on influencing individual behavior through larger, community-wide strategies to create an environment that promotes physical activity and health. GO! Organizes events with partners in the community that raise public awareness and bring the community together to get fit including free bike inspections, bike-in movie nights, and CycleFests.

Why it works:

» GO! has been successful in building capacity and capitalizing on strengths within the community by forging partnerships with local businesses and engaged residents through the GO! Chapel Hill Partnership Advisory Committee. One such partnership with Diana Straughan, a parent concerned with lack of activity among school children, led to six schools in Chapel Hill adopting Active Routes to School strategies. These strategies include improved sidewalks, painted crosswalks, and removal of visual barriers. In addition to physical improvements, Straughan and other parents organized "Walking Wednesdays" to promote walking to school. Students who participate by walking to school on that day receive a prize or a sticker. This effort has not only led to an increase in the number of students who walk to school, but also the number of parents who walk with their children, expanding the social and physical benefits of the campaign.

Links: http://www.rwjf.org/en/about-rwjf/newsroom/newsroom-content/2010/02/chapel-hill-mother-helps-create-active-routes-to-school.html

WHAT CAN I DO?

» Participate in public town hall meetings, make sure your voice is heard and keep local officials accountable!

» Actively work to promote a positive outlook in your community. Join a community organization, organize a block party or a neighborhood clean up day, and participate in city-wide festivals and events.

» Ask your employer about supporting health and wellness programs at your office.

» Utilize existing parks and trails as part of a healthy lifestyle

» Buy local! Explore locally produced, healthy foods at farmers' markets and grocery stores.

NATURAL & CULTURAL RESOURCES

WHERE ARE WE NOW?

- **The Marshals Museum being developed along the Arkansas Riverfront will connect the City's most significant natural resource with an important historic cultural resource.**
- **Chaffee Crossing's Museum District, with five museums, is becoming the city's secondary cultural district behind Downtown Fort Smith.**
- **The City's large amount of open spaces, vacant land, and tree cover present a significant opportunity for a comprehensive approach to green infrastructure.**

WHERE WE WANT TO BE

- **Protecting and promoting important Fort Smith's cultural and natural resources.**
- **Engaging our youth, young adults and young at heart in our museums, through entertainment venues, festivals and special events.**
- **Fully utilizing parks, greenways and trails to enhance quality of life, connect neighborhoods and support healthy lifestyles.**

The Current Landscape

Fort Smith's natural and cultural resources are among its' most important assets, adding value to residential neighborhoods and attracting visitors from around the world to the City. The Arkansas River, bordering the City on three sides and providing nearly 17 miles of riverfront, remains Fort Smith's most defining environmental resource , with historic ties to the region's Native American and Western Heritage, freight transportation, and recreation and tourism. Although the majority of the land along the river is within its floodplain and not feasible for development, the primary connection to the water is well established in Downtown Fort Smith. Recent investments in riverfront park land and a renewed focus on Downtown revitalization has put the City on a path consistent with the Future Fort Smith Vision.

In addition to the Downtown and riverfront area, Fort Smith has a number of local and regional parks, as well as cultural resources that host residents and visitors throughout the year. The challenge facing the City is linking these places to residents, promoting their value as resources, and realizing their inherent economic potential.

Vision for the Future

Residents and stakeholders consistently identified the City's abundance of historic, natural, and cultural resources as a unique opportunity to bring together several goals that have the potential to positively impact the quality of life for residents across generations. This potential spans each element of the Comprehensive Plan, including economic development, community character, and housing through increased tourism, retaining young talent with quality amenities, increasing property values associated with access to parks and open space, in addition to the value of a citywide approach to green infrastructure. Within the context of the Natural and Cultural Resources Element, the community has stressed the importance of continued and enhanced promotion of the City's existing resources. Participants stressed throughout the planning process the importance of protecting, promoting, enhancing, and increasing access to the City's tremendous resources. This cannot be achieved solely through the implementation of policies identified through the Future Fort Smith plan, and will require residents to take on a sense of ownership and pride in their City's unique assets, and remain consistent users and visitors of these places.

NATURAL & CULTURAL RESOURCES

Credit: WRT

WHAT DOES THIS MEAN TO ME?

» Taking pride in your local parks, natural areas and cultural resources engenders a sense of ownership that will not only support their protection for future generations, but also enhance their potential for measurable economic impact.

» Maintaining quality parks, open spaces, greenways and trails has a positive impact on property values in surrounding residential neighborhoods and commercial areas.

» Utilizing the City's natural resources as "green infrastructure" reduces the potential for property damage due to flooding and stormwater runoff.

» Promoting cultural resources adds to the diversity of the local economy and ensures a greater variety of job opportunities for local residents in key sectors such as the arts and entertainment, tourism, cultural and historic heritage, and preservation.

TOOL & BEST PRACTICE

BENCHMARKING PARKS

National Recreation and Park Association
www.NRPA.org

The National Recreation and Park Association provides resources and data to local park and recreation agencies to assist them with communicating the benefits and impact of investments in open space and recreational programming. The NRPA developed and maintains a database tool called PROGARIS (Park and Recreation Operating Ratio and Geographic Information System) to quantify the broader benefits of parks and recreation and provide a resource for local governments to benchmark their facilities and systems.

Links: www.nrpa.org/PRORAGIS/Reports/

GOAL NCR-I

Expand city parkland and recreational programming to reflect or exceed national standards

Although residents and visitors have access to almost 1500 acres of parks and open space, nearly 1,000 acres are located outside the City in Ben Geren Park or ETJ areas. The City maintains about 275 acres of park land, with only about 170 acres currently within the Future Fort Smith targeted growth areas. By national standards, this falls well below comparable sized cities with similar densities[1], but there are opportunities to increase the amount of open space and develop new recreational amenities throughout the City. Partnerships and innovative programs will be necessary to meet the growing demand for quality parks and recreational opportunities that are consistent with the community's vision for the future.

POLICY NCR-1.1

Increase the amount of open space and opportunities for recreation throughout the City by supporting the dedication of land and resources for the creation of parks and open space.

» *ACTION NCR-1.1.1*
Establish green space requirements for new development.

» *ACTION NCR-1.1.2*
Incorporate regional park planning in ETJ plan.

POLICY NCR-1.2

Promote and establish regional support for Fort Smith Parks and Recreation through agreements, user fees, programs, and grant applications with counties and neighboring towns.

» *ACTION NCR-1.2.1*
Form regional and corporate partnerships for regional sports facilities.

POLICY NCR-1.3

Develop neighborhood parks amenities within walking distance to residents.

1 The Trust for Public Land 2014 City Park Facts

POLICY NCR-1.4

Develop greenways and trails that serve to connect the City.

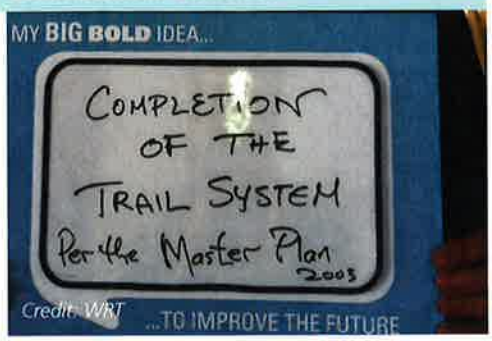
» *ACTION NCR-1.4.1*
Focus on completing the river trail development to enhance the City's downtown and riverfront economic development efforts.

» *ACTION NCR-1.4.2*
Implement the City's greenway plan.

POLICY NCR-1.5

Plan recreation facility land, space, and programming needs with other service providers in order to meet community needs and national standards.

COMMUNITY FORUMS



RESIDENTS SAID...

Complete the citywide trail system.

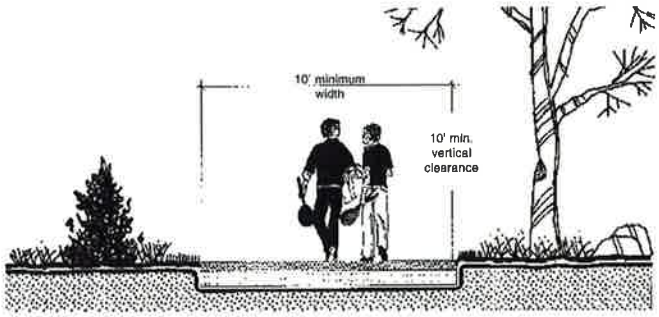
TOOL: BEST PRACTICE

FORT SMITH TRAILS AND GREENWAYS MASTER PLAN

ID	Trail Name	Length (Miles)
1	West River Front Trail *	6.42
2	Softball Complex Trail	5.00
3	East River Front Trail	7.37
4	River Fringe Trail	3.41
5	Ben Geren Trail	2.41
6	Sunny Meade Creek Trail	1.01
7	Old Railroad Trail	4.18
8	Mill Creek North Trail *	5.53
9	Mill Creek South Trail	2.07
10	Old Greenwood Trail *	3.80
11	Zero Street Trail *	3.92
12	Massard Road North Trail *	1.00
13	Massard Greenway North Trail	2.89
14	Massard Road South Trail	2.63
15	South Trail	3.72
16	Highway 252 Trail	1.60
17	Phoenix Road Trail	2.00
18	Landfill Loop	4.71
19	Fort Chaffee West Trail	7.25
20	Fort Chaffee East Trail	6.54
21	Chaffee Ridge Trail	1.65
22	I-49 Trail	7.74
	Total Trail Length (Miles)	87.59

Fort Smith Trails and Greenways Master Plan; AR, 2004

The City of Fort Smith adopted a comprehensive Trails and Greenways Master Plan in 2004, calling for the implementation of a 87.59 mile network of off-road multipurpose trails throughout the City. The plan includes recommendations for near-term, mid-term, and long-term trail and greenway development goals, and outlines potential funding sources and partnerships to make the plan a reality. Throughout the update to the City's comprehensive plan in 2013-2014, residents referenced the Trails and Greenways Master Plan and called for its continued implementation as a priority. Although the Trails and Greenways Master Plan was an early outcome of the 2002 Fort Smith Comprehensive Plan, implementing key recommendations of the plan still holds the potential to result in early physical outcomes from the Future Fort Smith update.



City of Fort Smith Trails and Greenways Master Plan

POLICY NCR-1.6

Encourage multi-use public spaces that can function in a variety of ways to serve the recreation needs of the surrounding neighborhoods (e.g., park space, community events, etc).

» *ACTION NCR-1.6.1*
Partner with local schools and athletic associations for joint use of recreational fields and facilities.

TOOL: BEST PRACTICE

PARTNERSHIPS

SPARK, Houston, Texas

Former Houston city council member Eleanor Tinsley created the Houston School Park program (SPARK) in 1983 in an effort to increase the amount of neighborhood park space accessible to city residents. The program included an agreement between the city, the Parks Board, and the school district which formally established a nonprofit organization. Resources were combined from the city's Department of Housing and Community Development, several local school districts, the county, private donations, neighborhood groups, and parent-teacher organizations. Since the programs' initiation, over 180 SPARK parks have been opened throughout the city.

Links: www.SPARKpark.org

GOAL NCR-2

Protect natural resources and reduce their waste and overuse

Fort Smith's ecosystem and natural resources offer several important environmental processes that mitigate the impact of extreme weather events and help to reduce pollution levels. Throughout the comprehensive plan update process, residents expressed their concern for the quality of the natural environment, both locally as well as an overall global concern for the preservation of natural resources.

The City's traditional development patterns and existing approach to stormwater management does not enhance the protection of natural resources as much as it has the potential to. Increases to the flow and concentration of water movement caused by traditional suburban development leads to increased erosion and the deterioration of natural habitats. Additionally, air pollutants caused by chemical evaporation, fossil fuel burning and other mechanical means can have negative health impacts such as increasing the number of asthma attacks and causing other respiratory issues.

POLICY NCR-2.1

Develop and manage watershed programs to minimize pollution from stormwater runoff and other sources.

» *ACTION NCR-2.1.1*
Utilize "Green Infrastructure," a network of open space and natural areas that connect the natural and built environments and provide multiple benefits for people and ecosystems, wherever possible to increase the City's ability to manage stormwater.

POLICY NCR-2.2

Preserve wildlife habitats.

POLICY NCR-2.3

Improve air quality.

» *ACTION NCR-2.3.1*
Encourage responsible industry practices and reduce other mobile sources of air pollution.

» *ACTION NCR-2.3.2*
Minimize growth in vehicle miles traveled (VMT) as the City grows through a variety of locational and programmatic measures.

POLICY NCR-2.4

Enhance and promote Fort Smith's recycling and reuse programs.

» *ACTION NCR-2.4.1*
Establish and publicize city recycling goals for household hazardous waste, and business, industry, government, and residential regular programs.

POLICY NCR-2.5

Implement programs to enhance landscaping and tree conservation.

POLICY NCR-2.6

Reduce stormwater runoff and flooding.

» *ACTION NCR-2.6.1*
Support green infrastructure improvements and enhanced green space.

POLICY NCR-2.7

Avoid development in flood-prone areas to increase resiliency to storms and maintain sensitive environmental features.

» *ACTION NCR-2.7.1*
Establish a comprehensive development and building permit review checklist that addresses environmental concerns.

TOOL: BEST PRACTICE

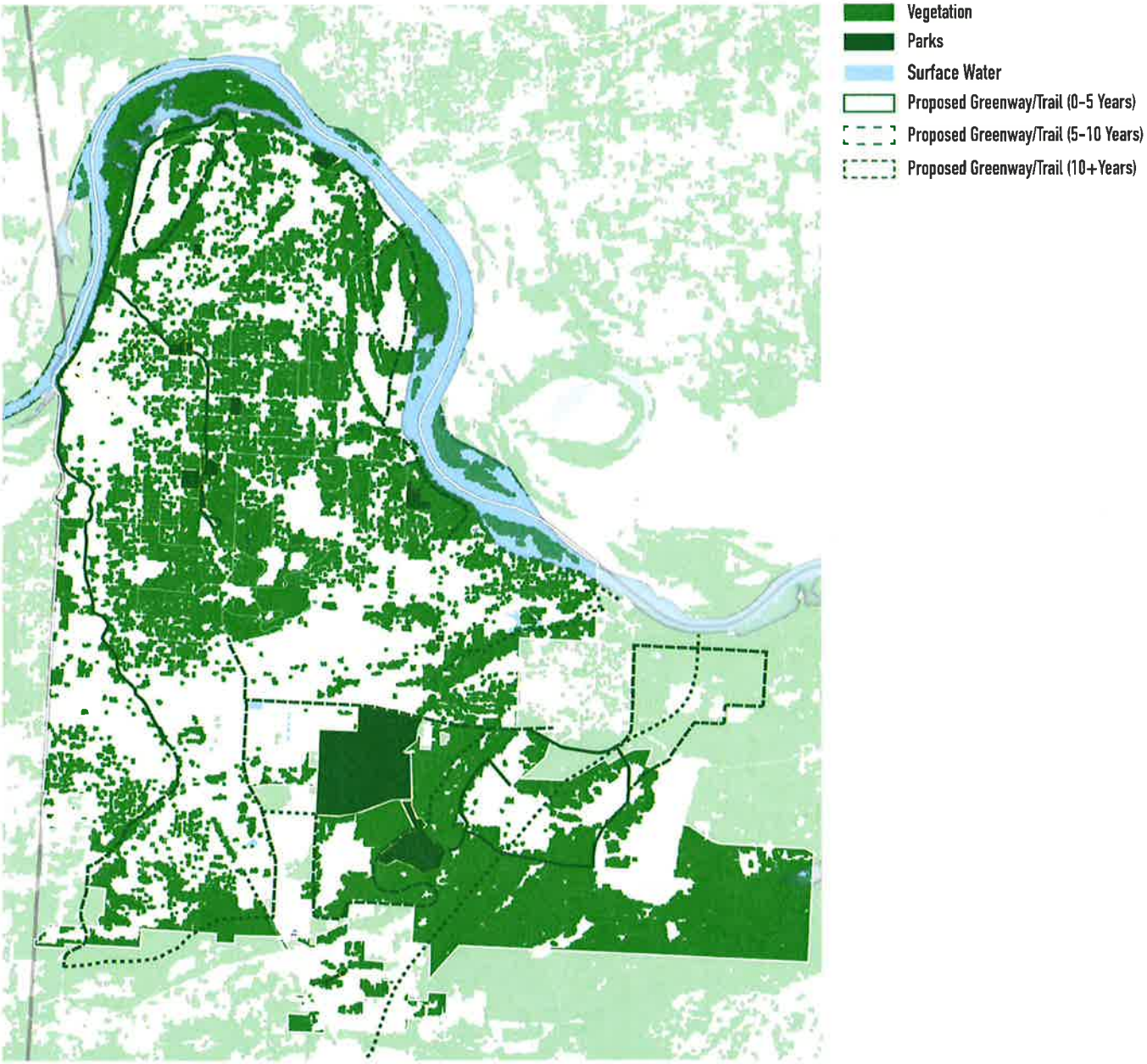
GREEN INFRASTRUCTURE

City of Portland, OR

In 2005, Portland's Bureau of Environmental Services initiated a "Green Streets" program that incorporates ecological elements such as vegetated areas, grassy swales, curb extensions, rain gardens and planted filter boxes, into all public and private development within the city's right-of-way. As part of the program, any development that is subject to stormwater management must meet the green street standards. Projects within the public right-of-way that utilize public funding must meet green street standards, or contribute 1% of their construction cost to a Green Street Fund. The program also includes an educational-outreach component to help city staff, developers, and the public understand the value of green streets and the program's requirements.

Links: PortlandOnline.com/bes

FIGURE 4.13: GREEN INFRASTRUCTURE OPPORTUNITY MAP



Fort Smith has a significant amount of vegetated land cover, with many tree-lined residential neighborhoods and undeveloped areas along the Arkansas River and in Chaffee Crossing. Because the majority of this land lies outside of the city's existing park and recreation system, a comprehensive approach to green infrastructure is needed to benefit from the value of this resource and fully realize the city's natural resource potential to promote environmental, social and economic benefits.

GOAL NCR-3

Retain the historic heritage and cultural identity of Fort Smith

Residents identified the value of the city's historic assets and cultural heritage as both an existing strength as well as a significant opportunity for the future of Fort Smith. A variety of policies under this goal were developed to continue the city's current efforts to retain, protect, preserve and promote the unique identity of Fort Smith. In an effort to bring many of these assets to the forefront, additional policies propose to increase local and national awareness of the City's historic heritage and cultural identity through public art, education and events that celebrate Fort Smith.

POLICY NCR-3.1

Protect neighborhoods that are culturally or historically significant.

» *ACTION NCR-3.1.1*
Ensure that regulations preserve existing historic districts.

POLICY NCR-3.2

Promote historically significant landmarks and cultural assets.

» *ACTION NCR-3.2.1*
Develop partnerships with local museums (U.S. Marshals Museum, the Fort Smith Museum of History, etc).

POLICY NCR-3.3

Support festivals and special events that highlight what makes Fort Smith unique.

POLICY NCR-3.4

Increase public awareness, education, and knowledge of the historic district and historic architecture throughout the City.

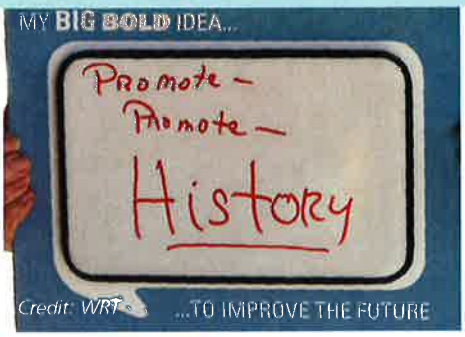
POLICY NCR-3.5

Preserve and protect Fort Smith's historic and architectural resources.

POLICY NCR-3.6

Encourage the inclusion of public art and plazas with new public facilities and major private development.

COMMUNITY FORUMS



RESIDENTS SAID...

Promote the city's historic heritage.

POLICY NCR-3.7

Enlist the vision and support of the arts community and seek partnerships with UAFS, the convention center, and other interest groups to advance opportunities for museums and visual and performing arts within the region.

» *ACTION NCR-3.7.1*
Identify partnerships and potential locations to establish an interactive children's museum.

TOOL: BEST PRACTICE

CHILDREN'S MUSEUM

INK, Gainesville, GA

Gainesville Georgia's Interactive Neighborhood for Kids, or "INK", is a museum focused on encouraging children to imagine, create, and explore. INK strives through interactive exhibits to create a unique environment through which children of all ages, abilities and experiences can learn. The museum was created by educators and designed to coincide with Georgia's public school curriculum. The museum's leadership focuses on education through interaction and has a goal of instilling in each child that they can do anything they put their mind to. The museum stimulates curiosity and motivates learning by using play as a catalyst for developing creative thinking and problem solving.

Links: www.inkfun.org

GOAL NCR-4

Expand the role of parks and open space in the promotion of healthy communities

Strengthening the connection between the city's parks and open space and the health and wellness of Fort Smith families was identified as a priority through the Future Fort Smith Community Forums. The city's parks and recreation facilities were referenced as an opportunity to more actively engage residents of all ages in physical activity.

POLICY NCR-4.1

Increase the use of parks, open space, and recreational programming to improve the health of Fort Smith residents.

» *ACTION NCR-4.1.1*
Partner with the Fort Smith School District and independent schools to increase educational programming and recreation in parks and open spaces throughout the City.

» *ACTION NCR-4.1.2*
Develop a marketing campaign to communicate the value of active recreation in maintaining a healthy lifestyle.

TOOL/BEST PRACTICE

COMMUNITY PARTNERSHIPS - "PICTURING HEALTH"

About the Program:

» The historic Gari Melchers Home and Studio in Virginia developed a broad-based partnership to expand a recent exhibit of Norman Rockwell artwork beyond the museum's traditional boundaries. Entitled "Picturing Health", the museum hosted a "Family Health and Art Day", with members of the community invited to view the exhibit and participate in a variety of community events focused on art and promoting individual health and wellness. The program demonstrates how organizations can work together to find common ground and build unique partnerships in circumstances with limited resources.

Why it works:

» The program was successful because of the range of partners involved in the process; in addition to the museum's exhibit, historic property, gardens, and trails, the event included a Lions Club Mobile Sight and Hearing Van for screenings, MediCorp volunteers who checked blood pressure, body mass index, and discussed wellness-related issues with participants. Local artists were also invited to provide art demonstrations with live models, and a caricature artist was provided through a partnership with Kaiser Permanente insurance. The "Picturing Health" exhibit and coinciding Family Health and Art Day brought together otherwise disparate organizations to leverage limited resources across the sectors of Historic Preservation, Health and Wellness, Arts and Culture, and Tourism.

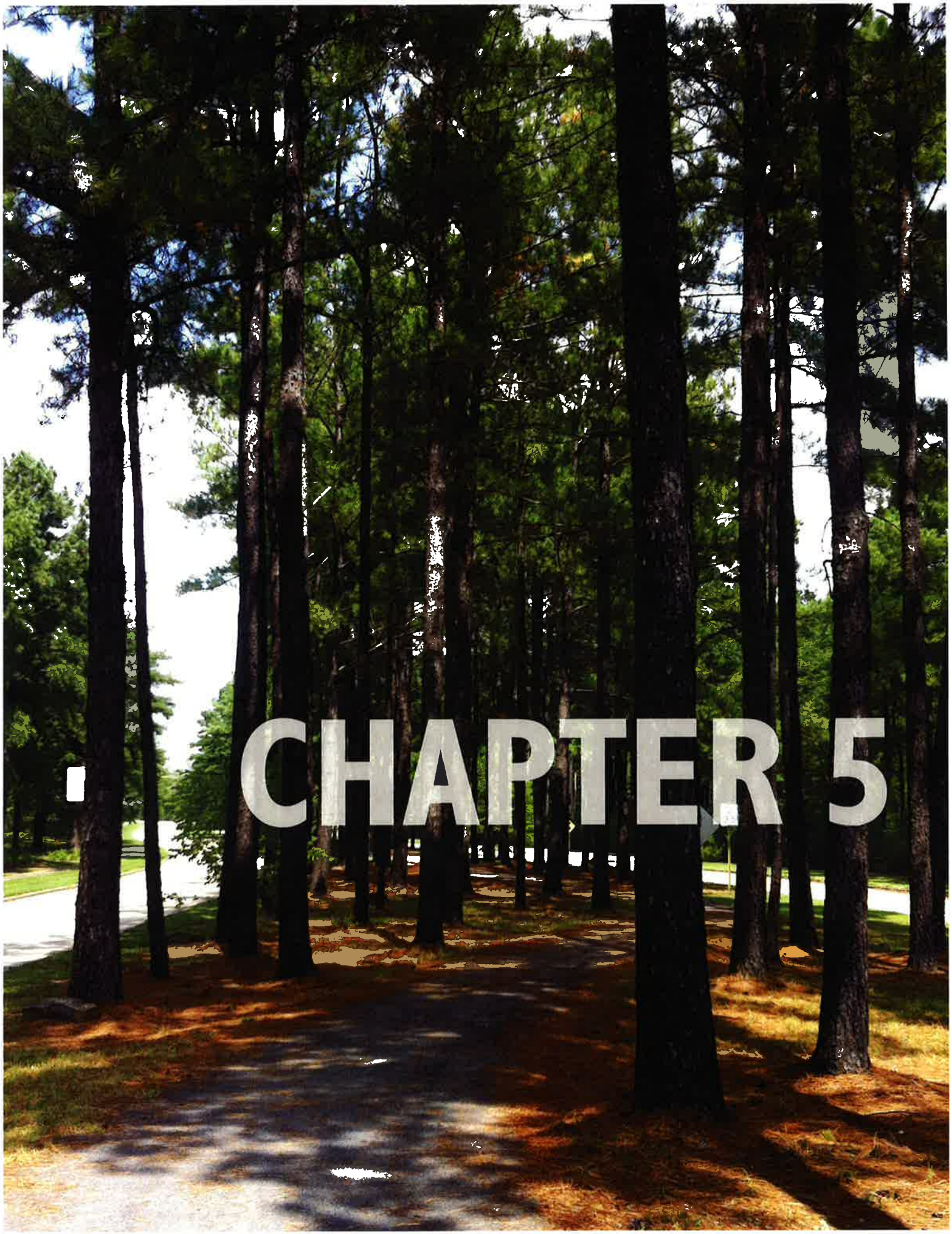
Links: Virginia Association of Museums, from VAM Voice newsmagazine, Winter 2009

WHAT CAN I DO?

» Visit a local park for recreation, historic interpretation or physical exercise. The city's parks and open spaces are resources that require continued maintenance, and utilization of these spaces demonstrates their value to other residents and visitors to Fort Smith.

» Turn your property into green infrastructure! Making small landscape improvements such as rain gardens, bioswales, or even collecting water in a rain barrel, each have positive impacts on the city's stormwater infrastructure.

» Volunteer! Many of the city's arts and cultural organizations, as well as recreational programs rely on individuals who donate their time.



CHAPTER 5

IMPLEMENTATION STRATEGY

IMPLEMENTING THE PLAN

Monitoring and Plan Update Protocol

If a comprehensive plan is to have value and remain useful over time, it is important to develop ways of monitoring progress on its many initiatives, to evaluate its effectiveness, and to keep it current as new information becomes available and as circumstances change.

Comprehensive planning should be thought of as an ongoing process, not as a one-time event. The Future Fort Smith Comprehensive Plan is not an end in itself, but rather the foundation that will guide ongoing, more detailed planning. The Plan Update is designed to respond to changing needs and conditions.

Without evaluation and feedback, the comprehensive plan can soon become irrelevant. To avoid this, the City of Fort Smith will conduct an initial review one year after adoption and will thereafter monitor plan implementation progress on 2-year cycles. The City will also conduct a more thorough review, revision, and update of the Plan every five years.

Ongoing monitoring will inform the Board of Directors, Planning Commission, City administration and departments, partner organizations, and the public about the plan's effectiveness; identify those aspects of implementation that are working well and those needing improvement; and keep the plan current as circumstances change and new information becomes available. The monitoring process provides a way to measure progress and get feedback from policy makers and the public to determine if the implementation program is working.

Following is a description of the two types of reporting procedures recommended for comprehensive plan monitoring and updating.

1. BIENNIAL MONITORING

Every two years, at the end of the fiscal year, the Planning and Zoning Department, in collaboration with all City departments involved in the implementation of the Comprehensive Plan, shall submit to the Planning and Zoning Commission and Board of Directors a report indicating actions taken and progress implementing the plan during the previous two years. The report will include, at a minimum, the following items:

- Projects and policies (including capital improvements) implemented and the alignment of those projects and policies with the goals of the plan
- An annotated matrix indicating the implementation status and benchmarks of each priority program
- A work program for the following two years
- Suggestions for updates to the comprehensive plan needed to respond to new issues and changing conditions, for consideration by the Planning Commission and Board of Directors

2. UPDATING / PLAN REVISION

Once every five years, the Planning and Zoning Department, working with all city departments involved in the implementation of the Comprehensive Plan, will prepare a more comprehensive evaluation report to provide an assessment of the overall progress of the plan, including a description of what significant changes have occurred since plan adoption (or previous update) and use of benchmarks and indicators to measure whether or not the outcomes desired by the community are being met. Depending on progress made and new issues that emerged over the previous five years, the quinquennial Evaluation Report will allow for minor amendments and modifications based on

changing local, regional, state, and national dynamics and trends, as well as the completion of highlighted programs. Major updates may also be required to re-assess the plan's goals, policies, and priorities, and should occur at least every 10 years. If the Evaluation Report finds that a major update is warranted, a new public participation plan should be prepared to ensure the plan update takes direction from the community, including the creation of a new Citizens Steering Committee. If an update to the plan is needed, proposed changes will be submitted to the Planning Commission and Board of Directors within 18 months after the evaluation is approved.

ROLE OF THE COMPREHENSIVE PLAN STEERING COMMITTEE

The Comprehensive Plan Steering Committee (CPSC) was formed in 2013 to provide guidance, feedback, support, and review of the planning process and in-progress work products. The creation of a comparable Citizens Advisory Implementation Task Force (CAITF) is recommended to help support the City of Fort Smith in implementation of the plan, work with neighborhood and other community groups, and provide feedback on the plan's progress and necessary updates.

The CAITF may or may not include all members of the original CPSC. The task force should include subject matter experts (e.g., environmental resources, housing) to serve on and help lead subcommittees or directed task force groups to drive implementation.

The main responsibilities for the CAITF will involve periodic progress review meetings and review of the biennial and quinquennial reports to provide feedback to staff before the reports are finalized and submitted to the Planning Commission and Board of Directors. The CAITF can also assist with the preparation and distribution of a Future Fort Smith Score Card to show the community at large how well the plan is being implemented.

Additional means in which CAITF members may be directly involved in implementing the plan include:

- Volunteer or sign up for interest groups dedicated to implementing a particular action or project.
- Share stories of local results and progress with the City and the community at large.
- Encourage friends and neighbors to get involved in Future Fort Smith implementation projects.

COORDINATION WITH MUNICIPAL BUDGET AND CAPITAL IMPROVEMENTS PROGRAMMING

The City's Budget and corresponding Capital Improvements Program are two of the primary tools that the City of Fort Smith has to carry out the actions identified in this plan and achieve the resident's vision of an exceptional community, characterized by its outstanding quality of life. Consistency with the Future Fort Smith Comprehensive Plan should be maintained as the City updates these documents and makes important decisions about resource allocation and investments. Although there are additional partners identified as responsible for implementing various actions, the City's administration and leadership will be held accountable for the success of the Future Fort Smith plan.

In addition to serving as a policy document, financial plan, operations guide, and communications tool; the City of Fort Smith Budget represents the administration's commitment to implementing the Future Fort Smith Comprehensive Plan. Preparing for Fort Smith's future by implementing the comprehensive plan update and vision statement is specifically identified as one of the City's 2015 Budget Goals, along with other references to this plan's key elements including increasing recreational activities, supporting economic growth and focusing on downtown and riverfront development. As the City continues with its implementation efforts, it will be important for the budget goals and priorities to remain consistent with the comprehensive plan, and measurable progress is made to achieve the plans actions.

Coordination of a city's capital improvements planning process with an adopted comprehensive plan can range in scope from simply referencing consistent goals and policies to establishing a new comprehensive plan-based ranking and budgeting process. As the comprehensive plan is implemented, demand for public facilities and services will continue to increase, but the limitations of available resources will require the city to prioritize capital investments and spending. A coordinated approach to capital improvements planning will allow the City to maintain the current levels of service and quality of life that residents enjoy while strategically developing the infrastructure needed to accommodate and even promote future growth in a way that is consistent with the adopted comprehensive plan. Within this context, the City can establish guidelines of comparative benefits that will allow the administration and leadership to identify, quantify, and compare the relative benefits of various projects competing for limited funding. Similar to analyzing a proposed project's return on investment, establishing a comparative benefits ranking process as part of the City's capital improvements programming provides results-oriented information that ties outcomes directly to the adopted comprehensive plan.

Guidelines for comparative benefits can include criteria to rank potential capital improvements for both tangible and more qualitative outcomes. Within Fort Smith for example, potential capital improvements projects may rank higher for review if it meets the following criteria;

- Physically located within the targeted growth areas
- Directly implements an identified action
- Leverages additional funding or partnerships
- Includes community-based support
- Achieves multiple benefits; (co-locating facilities, beatification and green infrastructure, etc...)

These guidelines can be used informally to provide context, or in a more formally adopted policy.

IMPLEMENTATION MATRIX

In order for the Goals and Policies identified in the Future Fort Smith Comprehensive Plane to be achieved, specific entities must be identified as responsible for implementation and a general expectation of a time frame for completion must be established. Many of the Actions identified in the plan will require continuous implementation, and often rely on partnerships between several groups rather than one individual to be successful.

The following Implementation Matrix includes the Goals, Policies, and Actions identified in each of this plan's Elements. The table also includes additional columns that identify a metric, timeframe and responsible party for each of the plan's actions. Although this document is consistent with the content of the adopted plan, it is intended to be used as an implementation tool that must be maintained regularly to remain relevant and useful. As specific actions are completed, or projects initiated to move toward achieving a goal, this table can serve as a running progress report.

- Element: Identifies each of the seven comprehensive plan elements.
- Goal: Identifies the primary goal that each policy and action is intended to help achieve. Each goal has a three-letter element abbreviation followed by a number starting with 1 for each goal.
- Policy: References the policy, identified by a number extension from its respective goal, starting with 1 for each policy of a different goal.
- Action: References the action identified to achieve a given policy or goal. Actions are identified by additional number extension from its respective Policy and Goal.
- Metric: Identifies a potential method of measuring success of a given Policy or Action. These metrics can be directly tied to implementing an action, or an indirect measure of success for more qualitative outcomes.
- Timeframe: References the amount of time anticipated for the Policy or Action to be implemented. Short term generally refers to Actions or Policies with a 2-5 year completion date, although progress should be measurable within the first Comprehensive Plan review. Mid-term ranges from 5-10 years, and Long-term refers to Actions and Policies that are either ongoing or expected to take more than 10 years to implement.
- Responsible Parties: Includes a preliminary list of who will be primarily responsible for carrying out each Policy or Action. Coordination among each responsible party will be needed for successful implementation.

Element	Goal	Policy #	Policy	Action #	Action	Metric	Timeframe	Responsible Party
Future Land Use	FLU-1	FLU-1.1	What	FLU1.1.1	How	Measure of successes	When	Who

Future Land Use

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
FLU-1	Achieve a successful and market-driven balance of future land uses consistent with the Preferred Future	FLU-1.1	Promote commercial development and future economic growth in centers and corridors designated in the Preferred Future in close proximity to existing infrastructure, schools, parks, and jobs.	FLU-1.1.1	Attract anchors in all Preferred Future centers to encourage complementary development, particularly for the Downtown Riverfront.	Number of new businesses opening in neighborhoods	Long	Fort Smith CBID; Chamber; Fort Smith Board of Realtors
				FLU-1.1.2	Update and implement the UDO (Unified Development Ordinance) and Master Land Use Map based on the Preferred Future.	Updated UDO and Master Land Use Map	Short	Planning & Zoning
				FLU-1.1.3	Review and adjust zoning classifications for consistency with the Preferred Future.	Zoning changes made, or finding of consistency reached	Short	Planning & Zoning
				FLU-1.1.4	Create an inventory of existing businesses and develop a plan to attract a wider variety of businesses currently not available to the community.	Increase in business diversity	Short	Chamber; Administration; Fort Smith Board of Realtors
				FLU-1.1.5	Create incentive programs, such as a Small Businesses Development Program.	Number of new businesses connected to development programs	Mid	Chamber; UAFS
		FLU-1.2	Ensure that sufficient, well designed and convenient on street and off street parking is provided to serve land uses.	FLU-1.2.1	Conduct an assessment of existing parking supply and demand and forecast future needs.	Assessment completion	Mid	Planning and Zoning; Engineering; Police; Parking Authority; Operations
				FLU-1.2.2	Based on the parking assessment, review the parking ratios and related regulations in the UDO and create a parking management plan for on street and off street parking near major activity centers.	The number of requested variances received by the Planning Dept.	Mid	Planning and Zoning; Engineering; Police; Operations
		FLU-1.3	Coordinate and plan future development with neighboring jurisdictions and the City of Fort Smith.	FLU-1.3.1	Exercise the City's extra-territorial jurisdiction over land in Sebastian County.		Mid	Planning & Zoning; Engineering; Utility Department
				FLU-1.3.2	Ensure that the subdivision of land within the allowable Planning Area will comply with City subdivision and infrastructure requirements, as amended, to address rural and estate development.	Subdivision compliance met	Long	Planning & Zoning; Engineering; Utility Dept; Fire Dept; Police

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		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.	FLU-1.4.1	Conduct an assessment of current service boundaries and create regulations to guide the expansion of services.	Needs assessment and regulations created	Mid	Planning & Zoning; Utility Department; Fire Department; Engineering; Police Department; Operations
				FLU-1.4.2	Encourage development near community facilities and services (e.g., schools, recreation centers, health facilities) to fully utilize existing services and limit duplication.	Percent of new development within 1/4 mile of existing community facilities	Mid	Planning & Zoning; Utility Department; Engineering, Chamber, Fort Smith Homebuilders Association
		FLU-1.5	Provide opportunities for mixed-use development to occur in Downtown Fort Smith and identified emerging centers in order to provide access to a variety of uses; promote walkable, pedestrian friendly development; and encourage physical activity.	FLU-1.5.1	Locate mixed-use and commercial development near employment centers and higher density residential centers to provide options for convenience retail and restaurants close to where people live and work.	Percent of new development in targeted growth areas	Mid	Planning & Zoning; Fort Smith CBID; Chamber; Administration
		FLU-1.6	Create opportunities for the mixing of land uses to occur within single buildings and within emerging centers identified in the Preferred Future.	FLU-1.6.1	Develop corridor and area plans that address access management, land use, design, internal parking, and circulation.	Number of plans completed (3 Corridor Typologies Identified in CSS Element)	Long	Planning & Zoning; Engineering; AHTD
				FLU-1.6.2	Publicize new mixed use areas within the development and real estate community.	Percent of new development that incorporates mixing of uses	Long	Planning & Zoning, Fort Smith Homebuilder Association, Fort Smith Board of Realtors; Chamber
FLU-2	Activate Fort Smith's scenic riverfront	FLU-2.1	Encourage a mix of housing, retail, and entertainment attractions along the City's waterfront that support day and nighttime activity and a vibrant urban lifestyle.	FLU-2.1.1	Improve access in an effort to incentivize development in areas along the riverfront.	Increase in number of access points and type of access (bike, ped, transit)	Mid	Fort Smith Residents, Planning & Zoning; Greater Fort Smith Chamber of Commerce; Fort Smith CBID; Engineering
				FLU-2.1.2	Ensure that land development within the river district reflects uses appropriate to the 100-year flood plain and adjacency to the downtown and residential neighborhoods.	Amount of compatible new development	Long	Planning & Zoning; Fort Smith CBID; Engineering; Land Owners

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
				FLU-2.1.3	Incorporate a variety of venues that accommodate the interests of diverse demographic groups to develop an appropriate balance of day and nighttime businesses and activities.	Number of venue types	Mid	Greater Fort Smith Chamber of Commerce; Fort Smith CBID; Parks Department
				FLU-2.1.4	Leverage special events to reinvigorate the riverfront district.	Number of special events held in the riverfront district, and the number of residents in attendance	Short	Fort Smith Residents, Greater Fort Smith Chamber of Commerce; Fort Smith CBID; Parks Department; Advertising and Promotions Commission
				FLU-2.1.5	Collaborate with the Fort Smith Convention and Visitors Bureau, tourism agencies and event organizers to promote the Downtown Riverfront district amenities in a coordinated branding and marketing campaign.	Completion of a coordinated branding and marketing campaign	Short	Fort Smith CBID; Greater Fort Smith Chamber of Commerce; Tourism; Convention Center; Advertising & Promotions Commission
				FLU-2.1.6	Integrate unified design and construction standards that complement Downtown and city design elements, yet provide a symbolic language distinct to the riverfront.	Completion of unified standards	Mid	Planning & Zoning; Fort Smith CBID
		FLU-2.2	Comprehensively plan access and development along Riverfront Drive to reflect passive and active recreation, pedestrian, bicycle, and tourist activities.			Completion of a comprehensive access management plan for Riverfront Drive	Long	Fort Smith CBID; Engineering; Parks
		FLU-2.3	Provide recreation activities and access to the Arkansas River while preserving and protecting the natural environment, watershed, and critical wildlife habitats.	FLU-2.3.1	Consider an adventure park on the riverfront (UAFS Leadership Class concept).	Riverfront activity center feasibility study	Long	Parks & Recreation; UAFS Leadership Class; Fort Smith CBID; Advertising and Promotions Commission
				FLU-2.3.2	Complete planned splash pad area.	Opening of the splash pad	Short	Parks & Recreation; Fort Smith CBID

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
FLU-3	Revitalize downtown into a multi-purpose activity center	FLU-3.1	Increase the number and type of residential opportunities in and around downtown.	FLU-3.1.1	Support rehabilitation and adaptive reuse of buildings for housing and promote infill development of vacant land downtown.	Number of rehabilitated and buildings adaptively reused	Mid	Local Property Owners, Planning & Zoning; Historic District Commission; Fort Smith CBID; Fort Smith Board of Realtors
		FLU-3.2	Improve the accessibility of Downtown.	FLU-3.2.1	Increase public transit access and frequency between Downtown and key destinations and throughout the city.	Decrease in headways	Long	Transit
				FLU-3-2.2	Implement an efficient parking plan that accommodates visitors while not detracting from the character of downtown.	Completion of a parking plan	Mid	Fort Smith CBID; Engineering; Police; Planning and Zoning; Operations
				FLU-3.2.3	Create safe and attractive pedestrian and bicycle connections within downtown and riverfront, and between adjacent neighborhoods (bike lanes, trails, and complete sidewalks).	Completion of the Trails and Greenways Masterplan in the Downtown	Mid	Fort Smith CBID; Engineering; Parks; Police; Operations
				FLU-3.2.4	Reduce the impact of "dead zones" caused by vacant properties by installing pedestrian-level lighting, filling empty storefronts, improving empty facades and strategically positioning kiosks and vendors to guide pedestrian flow, increasing "eyes on the street."	Number of dead zones eliminated Downtown	Mid	Local Business Owners; Planning & Zoning; Engineering; Advertising and Promotions Commission; Fort Smith CBID; Parks; Franchise Utilities
		FLU-3.3	Concentrate available resources to retain existing jobs and encourage job creation and population growth in the downtown and riverfront.	FLU-3.3.1	Developing strategies that support existing businesses, and direct economic development actions to Downtown.	Percent of Chamber of Commerce economic development actions focused on the Downtown	Long	Greater Fort Smith Chamber of Commerce; Fort Smith CBID
				FLU-3.3.2	Encourage existing downtown businesses to improve the look of their buildings to be more in line with current code requirements and embrace a more "original" look.	Number of existing buildings that have improved their storefronts	Mid	Planning & Zoning, Local Business Owners, Fort Smith CBID

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		FLU-3.4	Develop and promote niche markets that distinguish the downtown from other retail and entertainment options, and reinforces downtown's position as a destination.	FLU-3.4.1	Promote the Farmer's Market and encourage more participation by providing shade.	Number of visitors to the Farmer's Market	Short	Fort Smith Residents, Local Business Owners, Greater Fort Smith Chamber of Commerce; Fort Smith CBID; Advertising and Promotion Commission; Parks Department
				FLU-3.4.2	Build Maybranch bike trail for connectivity.	The completion of the Maybranch bike trail	Long	Parks & Recreation; Engineering
		FLU-3.5	Locate future cultural activities, entertainment options, service-oriented businesses, and public, private, or institutional programs in downtown.	FLU-3.5.1	Identify potential key locations for cultural and institutional programs and uses downtown and the riverfront.	Number of new cultural and institutional programs Downtown and in the Riverfront area.	Mid	Fort Smith CBID; Greater Fort Smith Chamber of Commerce; Tourism; Convention Center; Parks; Advertising and Promotion Commission
Economic Development								
ED-1	Broaden employment sectors that will drive the City's economy	ED-1.1	Encourage and support start up companies and small businesses.	ED-1.1.1	Provide regulatory and financial incentives for small businesses (including food trucks, etc).	Number of new small businesses	Mid	Local Business Owners, Local Entrepreneurs, Greater Fort Smith Chamber of Commerce; Administration; Planning and Zoning; Building Safety
				ED-1.1.2	Work with successful local businesses to develop business 'boot camps' for new entrepreneurs.	Successful boot camp program complete	Mid	Local Business Owners, Local Entrepreneurs, Greater Fort Smith Chamber of Commerce; Administration
				ED-1.1.3	Expand and promote the small business development center that would connect businesses to SBA grants and programs, like the Microloan Program, facilitate a mentoring program for young entrepreneurs, and provide other business counseling services.	Number of businesses connected to SBA grants and programs	Mid	Local Business Owners, Greater Fort Smith Chamber of Commerce; Administration; UAFS; ATU
				ED-1.1.4	Support development of a "small business web portal" to streamline the City's permitting and licensing processes.	The completion of the web portal	Mid	Information & Technology; Finance; Planning and Zoning

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
				ED-1.1.5	Promote green building practices to help small businesses save on energy and operating costs.	Number of small businesses participating in energy conservation	Mid	Local Business Owners, Greater Fort Smith Chamber of Commerce; UAFS Sustainable Conservation House; Building Safety; Franchise Utilities
		ED-1.2	Support programs and efforts that increase opportunities for growth in medical and higher education sectors.	ED-1.2.1	Identify strategies to retain talent in the medical profession with a focus on underserved areas.	Increase in the number of people employed in the medical sector	Long	College Students, Fort Smith Residents, Medical Industry Partners, Greater Fort Smith Chamber of Commerce;
		ED-1.3	Support business expansion and new business development in sectors identified as experiencing leakage.	ED-1.3.1	Explore market feasibility of an outlet mall.	Completion of a market feasibility study for an Outlet Mall	Mid	Greater Fort Smith Chamber of Commerce; Administration
				ED-1.3.2	Expand shop local campaign and shop local campaign online.	Number of businesses participating in the shop local campaign	Short	Local Business Owners; Fort Smith Residents; Greater Fort Smith Chamber of Commerce; Information & Technology; Administration
		ED-1.4	Capitalize on Fort Smith's strategic position at the crossroads of multiple modes of transportation to increase the city's employment base and regional economic impact.	ED-1.4.1	Attract employers to Fort Smith by advertising the city's proximity to key transportation infrastructure (rail, MCKARNS water way, I-49).	Number of new employers attracted to Fort Smith	Long	Greater Fort Smith Chamber of Commerce; Fort Chaffee Redevelopment Authority; RITA; WAPDD; Port Authority
				ED-1.4.2	Partner with trade schools and colleges to prepare the city's workforce for transportation and logistics related jobs.	Number of local graduates from the transportation and logistics sector	Long	Greater Fort Smith Chamber of Commerce; UAFS; ATU; Fort Smith School District
		ED-1.5	Identify and develop collaborations to fill gaps in the capital market that fund business start-up, retention and expansion.	ED-1.5.1	Evaluate private and public financing entities' ability to provide seed capital for new business ventures.	Evaluation complete	Long	Local Business Owners; Capital Market Representatives; Fort Smith Chamber of Commerce
				ED-1.5.2	Explore the feasibility of creating "lending pools" for new business investment.	Completion of a feasibility study	Long	Greater Fort Smith Chamber of Commerce; Local Banks

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
ED-2	Develop a world class workforce by making accessible opportunities for life-long learning	ED-2.1	Leverage research and brainpower of UAFS.	ED-2.1.1	Partner with UAFS to set up a career connection service, internships, and community partnerships that helps all recent graduates (regardless of schooling location) find jobs or internships at local employers.	Creation of a Career Connection Service	Mid	Administration; Fort Smith School District; UAFS; Greater Fort Smith Chamber of Commerce;
		ED-2.2	Promote trade schools as an option for job skills training.	ED-2.2.1	Partner with local high schools to promote job skills training programs.	Number of participants in job skills training programs	Mid	Fort Smith School District; Fort Smith Chamber of Commerce; UAFS; WATTC
				ED-2.2.2	Work with city employers to set up mentoring/apprenticeship programs for high school students.	Number of students participating in mentorship programs	Mid	Fort Smith School District; Fort Smith Chamber of Commerce; Local Business Owners; High School Students; UAFS
				ED-2.2.3	Promote the development of job training programs at area colleges.	Number of job training programs at area colleges	Mid	UAFS; College Students; Local Business Owners; Fort Smith Residents
				ED-2.2.4	Expand and promote the linking of local high school curricula with technical and industrial training programs at UAFS.	Curricula link complete	Mid	UAFS; Fort Smith School District; High School Students; College Students
		ED-2.3	Focus on increasing student performance.	ED-2.3.1	Support programs in existing public and private schools to increase student performance and consider all opportunities to improve educational outcomes for all students.	Improved student performance	Long	Fort Smith Students; Fort Smith School District; Fort Smith Residents; Administration
				ED-2.3.2	Capitalize on the existing dual enrollment program for high school students to prepare students for college and/or careers.	Number of students participating in dual enrollment programs	Mid	Fort Smith Students; Fort Smith School District; Local Business Owners; UAFS; Greater Fort Smith Chamber of Commerce
		ED-2.4	Help prepare children to perform at higher levels by ensuring access to high-quality early childhood education.	ED-2.4.1	Link local businesses, employers, and institutions to provide early childhood education, child care, and after school programs.	Number of children enrolled in early childhood education	Short	Western Arkansas Technical Center (UAFS Early Childhood Education Program); Local Business Owners; Fort Smith Residents; Early Education Providers

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		ED-2.5	Nurture the next generation of leaders.	ED-2.5.1	Create a youth leadership training program.	Number of youth participating in a leadership program	Mid	Fort Smith Youth; Fort Smith Residents; Local Business Leaders; Administration; Greater Fort Smith Chamber of Commerce; Local Teachers
				ED-2.5.2	Encourage local businesses to create a fund to expand teacher training for STEM.	Amount STEM training funds provided to teachers	Long	Local Business Owners; Greater Fort Smith Chamber of Commerce; Fort Smith Residents; Fort Smith School District; Local Teachers
		ED-2.6	Focus on retention of students in the area.	ED-2.6.1	Focus on building stronger ties between UAFS and local employers to help graduates, particularly non-natives, learn about local job opportunities and form networks in the city and region.	Number of UAFS graduates who stay to work in Fort Smith	Long	UAFS; College Students; Local Business Owners; Fort Smith Residents
				ED-2.6.2	Encourage UAFS and employers to expand the use of internship and cooperative learning opportunities.	Number of students participating in internship and cooperative learning	Long	UAFS; College Students; Local Business Owners; Fort Smith Residents
				ED-2.6.3	Research the potential of workforce or business tax credits, which are designed to attract and retain recent college graduates (from any degree or from specific ones).	Completion of a Workforce and Business Tax Credit Analysis	Mid	Administration; UAFS; Greater Fort Smith Chamber of Commerce; Local Business Owners
				ED-2.6.4	Consider creating a "Stay Work Play" promotional program in collaboration with UAFS and other institutions, to market to graduating students the city's job opportunities, affordable cost of living, unique neighborhoods and lifestyle options.	Implementation of a retention program	Mid	Administration; UAFS; Greater Fort Smith Chamber of Commerce; Local Business Owners
ED-3	Grow the employment base and retain existing employment anchors	ED-3.1	Retain Fort Smith's traditional manufacturing base, while encouraging growth in technology and knowledge based areas.	ED-3.1.1	Work with regional agencies to boost higher paying jobs and increase number of jobs.	Number of new high wage jobs	Mid	Greater Fort Smith Chamber of Commerce; Administration; Local Business Owners

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
				ED-3.1.2	Partner with job skills training programs to ensure that the city's workforce is trained.	Number of trained residents in the workforce	Mid	Greater Fort Smith Chamber of Commerce; Administration; Local Business Owners; Job Skills Training Providers
				ED-3.1.3	Attract new employers through incentives (tax abatements and public infrastructure, etc).	Number of new employers attracted to Fort Smith	Mid	Greater Fort Smith Chamber of Commerce; Administration; State of Arkansas Economic Development Commission
				ED-3.1.4	Consider implementing a city-wide fiber optic network.	Completion of a feasibility study	Long	Administration; Greater Fort Smith Chamber of Commerce; Local Residents; Information and Technology
				ED-3.1.5	Promote the development of technology centers for youth to build technology knowledge/ skills (particularly in underserved neighborhoods).	Opening of technology centers in underserved neighborhoods	Long	Local Business Owners; UAFS; Fort Smith School District
				ED-3.1.6	Create an "Innovation District," by forging partnerships, identifying potential locations such as underutilized industrial land, considering necessary infrastructure improvements (particularly transit access and wire-readiness), and reviewing potential regulatory amendments to facilitate.	Creation of an Innovation District	Long	Administration; Planning and Zoning Department; Greater Fort Smith Chamber of Commerce; Local Residents; Transit; UAFS; Engineering; Utility Department
ED-4	Develop a partnership to coordinate City economic development policies with the Fort Smith Regional Chamber of Commerce	ED-4.1	Ensure that planning processes reflect how businesses plan for future expansion/ growth	ED-4.1.1	Establish a framework to keep the business community fully engaged in the city's ongoing planning and budgeting efforts, maintain an open and consistent dialogue to equip businesses with the information they need to plan for future growth and expansion.	Number of representatives of local businesses participating in the City's planning and budgeting	Short	Administration; Greater Fort Smith Chamber of Commerce; Local Business Owners; Finance; All departments;

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		ED-4.2	Support all economic efforts operating under a well-coordinated organizational structure led by the Chamber of Commerce.	ED-4.2.1	Establish economic development incentive policies that measure the performance of City investments with a cost/benefit analysis of the long-term economic and quality-of-life benefits to the region.	Creation of a cost/benefit analysis	Short	Administration; Greater Fort Smith Chamber of Commerce; Local Business Owners; Finance; Internal Auditor
				ED-4.2.2	Support Chamber and AEDC in their efforts to increase jobs in the area.	Number of new jobs created in Fort Smith	Long	Greater Fort Smith Chamber of Commerce; Arkansas Economic Development Commission; Administration; Local Business Owners
ED-5	Diversify the local economic base and strengthen and stabilize the tax base to maintain viability during fluctuating economic cycles	ED-5.1	Identify industries which are growing in the region (and nationally) for which Fort Smith might provide a good fit.	ED-5.1.1	Conduct target industry analyses to determine existing and future industry concentrations and potential market segments for future retention and recruitment efforts.	Completion of a target industry analysis	Mid	Greater Fort Smith Chamber of Commerce; Administration; Local Business Owners
		ED-5.2	Encourage a full-service array of retail and service opportunities, thus limiting the necessity by residents and employees to leave the community to purchase goods and services (i.e. leakage).	ED-5.2.1	Periodically monitor the retail expenditures from Fort Smith and identify categories for which leakage can be reversed.	Leakage analysis updated	Short	Greater Fort Smith Chamber of Commerce; Local Business Owners; Finance
				ED-5.2.2	Work with the Chamber of Commerce to tailor retail economic development efforts to attract retailers who can complement, rather than compete with, Fort Smith's existing retail base.	Number of new retailers providing new goods or services	Short	Greater Fort Smith Chamber of Commerce; Administration; Local Business Owners
ED-6	Create a quality working environment that fosters an attractive sense of place	ED-6.1	Ensure that economic development objectives are included in the evaluation of all future City infrastructure projects, including parks and recreation facilities.	ED-6.1.1	Invest in beautification of major transportation corridors; the provision of trails, open lands, and public gathering spaces; innovative architectural and site design; and alternative transportation choices to all business areas.	Percent increase in funding for beautification in the targeted growth areas	Mid	Administration; Planning and Zoning Department; Parks & Recreation; Engineering; Transit; Sanitation; Beautify Fort Smith

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		ED-6.2	Promote higher density mixed-use development in order to create vibrant live-work-play activity centers in key commercial corridors.	ED-6.2.1	Identify strategic locations (vacant land, publicly owned, etc) for mixed-use development along key corridors.	Number of vacant sites identified for mixed-use development along key corridors	Mid	Planning and Zoning Department; Administration; Greater Fort Smith Chamber of Commerce
ED-7	Ensure that a broad range of housing alternatives are available for employers and employees	ED-7.1	Promote a comprehensive incentive program that fosters investment and reinvestment in Fort Smith's housing stock.			Completion of incentive program	Mid	Planning & Zoning; Administration; Fort Smith Homebuilder Association; Fort Smith Board of Realtors
		ED-7.2	Encourage the development of housing product types which help to diversify Fort Smith's existing housing stock.			Increase in the overall diversity of housing available in Fort Smith	Long	Planning & Zoning; Administration; Fort Smith Homebuilder Association; Fort Smith Board of Realtors
ED-8	Aggressively encourage new development and redevelopment in targeted growth centers and make strategic public investments to leverage private investment and reinvestment in residential, commercial and mixed-use developments	ED-8.1	Focus economic development efforts at strategic locations within the City's identified growth centers.			Number of economic development initiatives that focus on targeted growth areas	Mid	Greater Fort Smith Chamber of Commerce; Administration; Local Business Owners
		ED-8.2	Prepare detailed marketing materials which describe and quantify opportunities for new development/ redevelopment within these areas.			Completion and distribution of marketing materials	Mid	Greater Fort Smith Chamber of Commerce; Administration; Local Property Owners
		ED-8.3	Identify sources of financial gaps for financing new projects and renovations (both debt and equity) and then fill those gaps with a variety of financial incentives.	ED-8.3.1	Consider the use of a wide variety of financial incentives to encourage private investment and help to offset the economic "gaps" for new projects.	Completion of gap analysis	Mid	Greater Fort Smith Chamber of Commerce; Administration; Local Property Owners

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		ED-8.4	Create and implement an Economic Development Strategy that provides key stakeholders with a common action plan.			Completion of the Economic Development Strategy	Mid	Greater Fort Smith Chamber of Commerce; Administration; Local Business Owners
Housing & Neighborhoods								
HN-1	Preserve, protect, and revitalize Fort Smith's neighborhoods	HN-1.1	Improve and encourage maintenance of structures, prevent vagrancy, structural damage, theft, and fire hazards.	HN-1.1.1	Provide education,and programs for structural maintenance, particularly in identified growth centers.	Decreases in maintenance-related code violations in targeted growth centers	Short	Neighborhood Services, Volunteers, CDBG
		HN-1.2	Limit high costs associated with building new infrastructure.	HN-1.2.1	Use a cost/benefit analysis to guide decisions when conducting development approvals.	Number of development approvals that include a cost benefit analysis related to infrastructure	Mid	All departments
				HN-1.2.2	Encourage redevelopment and infill development in identified growth centers.	Percent new building permits in identified growth centers	Mid	Planning & Zoning; Fort Smith CBID; Engineering; Utility Department; Greater Fort Smith Chamber of Commerce; Fort Smith Board of Realtors; Fort Smith Homebuilders Association
		HN-1.3	Promote private investment in identified growth centers.	HN-1.3.1	Seek out investors for the North side of the City (Midland/Towson) to reduce blight and increase market potential.	Number of new investors in targeted growth centers	Mid	Greater Fort Smith Chamber of Commerce; Administration; Local Business Owners; Fort Smith Board of Realtors; Fort Smith Homebuilders Association
		HN-1.4	Encourage adaptive reuse of historic buildings.	HN-1.4.1	Encourage revitalization of the Belle Grove Historic District and downtown historic buildings.		Short	Belle Grove Historic District; Administration; Planning & Zoning; Fort Smith CBID
				HN-1.4.2	Promote existing tax credits for restorations in historic areas.	Number of restorations in historic areas	Long	Planning & Zoning; Administration; Historic District Commission; Fort Smith CBID; Fort Smith Board of Realtors
		HN-1.5	Prevent long-term vacancy by ensuring continuous use of buildings and quick transitions between uses.	HN-1.5.1	Develop a "greyfield" plan that would provide guidance on replacing businesses that vacate a building.	Decrease in the number of empty buildings	Short	Planning & Zoning

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
				HN-1.5.2	Promote redevelopment of underutilized and/or abandoned land and facilities through public/private underwriting.	Decrease in the number of vacant/abandoned lots in the targeted growth area	Long	Planning & Zoning; Fort Smith Board of Realtors; Greater Fort Smith Chamber of Commerce
				HN-1.5.3	Evaluate rezoning requests based on other available land within that zoning classification.	Number of rezoning requests that determined availability of land within the zoning category	Long	Planning & Zoning; ITS; GIS
		HN-1.6	Improve public participation in the revitalization process of Fort Smith neighborhoods.	HN-1.6.1	Encourage neighborhood associations and other organizations that will work in conjunction with schools, churches, and other organizations.	Number of residents participating in revitalization efforts	Short	Fort Smith Residents; Neighborhood Associations; Planning & Zoning
		HN-1.7	Provide convenient, safe connections between neighborhoods and important destinations, such as downtown, employment centers, schools, parks, shopping areas, and neighborhood services.	HN-1.7.1	As appropriate based on long term growth forecasts, require new subdivisions to develop through public streets and tie in with existing or proposed bikeways and sidewalks to promote connectivity.	Percent of through-streets in new development within the targeted growth areas	Long	Planning & Zoning; Engineering; Parks and Recreation
		HN1-8	Reduce non-compatible land uses by mitigating any negative impacts and revising zoning language and map designations as necessary.	HN-1.8.1	Continue to rezone existing, predominantly, single-family residential neighborhoods where the historic zoning pattern does not reflect the predominant built pattern with a priority to focus on targeted growth areas and areas where stability and character are threatened.	Increase (percent or acreage) in the amount of land zoned consistently with the predominant land use.	Mid	Planning & Zoning
HN-2	Encourage a diverse range of housing options	HN-2.1	Plan for and accommodate senior housing and other special needs populations as well as housing choices for young adults and families.	HN-2.1.1	Locate diverse housing opportunities accessible to shopping, parks, recreation centers, schools, medical care, and public transit.	Number of new housing units developed in the targeted growth areas	Long	Planning & Zoning; Fort Smith Homebuilders Association; Fort Smith Board of Realtors; Transit

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		HN-2.2	Maintain housing opportunities in urban areas.	HN-2.2.1	Support the renovation and revitalization of existing housing and promote infill development of vacant land within the corporate limits.	Decrease in the amount of vacant and abandoned property in the targeted growth areas	Long	All departments; Housing Authority; Fort Smith Homebuilders Association; Fort Smith Board of Realtors
		HN-2.3	Promote the development of a mix of housing types, including single family detached, single family attached, accessory apartments, and multi-family units.	HN-2.3.1	Review and revise regulations that create unintended impediments to new or innovative types of desirable housing.	Review potential options and make recommendation	Mid	All departments
		HN-2.4	Preserve and increase the supply of safe, stable, and affordable supportive housing opportunities for homeless individuals and families.	HN-2.4.1	Continue to support, in accordance with the recommendations made by the Homelessness Task Force and adopted by the City Board, the creation and implementation of the campus concept to consolidate existing homeless and social services south of Garrison Avenue.	Opening of the campus	Short	Administration; Housing Authority; Fort Smith Homebuilders Association; Old Fort Homeless Coalition; CDBG
HN-3	Foster regional housing strategies to benefit Fort Smith and surrounding communities	HN-3.1	Provide leadership in addressing housing as a regional issue.	HN-3.1.1	Work closely with appropriate agencies or entities involved in regional housing initiatives.	Number of partnerships on regional housing initiatives	Mid	Administration; Housing Authority; Fort Smith Homebuilders Association; Fort Smith Board of Realtors; CDBG
				HN-3.1.2	Work with communities in the region who have targeted housing programs to develop common program guidelines and program requirements to create administrative efficiency.	Creation of a set of common program guidelines	Mid	Administration; Housing Authority; Fort Smith Homebuilders Association; CDBG; CSCDC; Fort Smith Board of Realtors; Regional Communities
		HN-3.2	Utilize the City's zoning and subdivision regulations to promote the construction of a variety of housing sizes and types.			Number of new housing types developed in the targeted growth areas	Long	All departments; Fort Smith Homebuilders Association; Fort Smith Board of Realtors
		HN-3.3	Encourage a variety of housing close to downtown and emerging centers.	HN-3.3.1	Explore public/private partnerships and financial incentives that could be made available to support the efforts of housing developers.	Number of new partnerships or financial incentives	Mid	Planning & Zoning; Fort Smith Homebuilders Association; CDBG; Fort Smith Board of Realtors; Fort Smith CBID

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
HN-4	Identify potential redevelopment areas/ sites that could provide a mix of housing and other uses	HN-4.1	Evaluate potential areas within the City for redevelopment.	HN-4.1.1	Establish criteria for redevelopment potential (e.g., property value, availability of infrastructure, utilization, tax base, etc.).	Creation of the criteria	Short	All departments; Fort Smith Homebuilders Association; Greater Fort Smith Chamber of Commerce
		HN-4.2	Explore potential partnerships with non-profit and private sector developers to redevelop sites for mixed-use.			Number of new partnerships	Mid	All departments; Fort Smith Homebuilders Association; Greater Fort Smith Chamber of Commerce; Fort Smith Board of Realtors
		HN-4.3	Identify incentives that would be appropriate to encourage the redevelopment of key sites.			Incentives identified	Mid	All departments; Fort Smith Homebuilders Association; Greater Fort Smith Chamber of Commerce; Fort Smith Board of Realtors
Community Character & Design								
CCD-1	Improve the function and aesthetics of key corridors and centers in Fort Smith	CCD-1.1	Support beautification efforts along key corridors, at gateways, and in growth centers identified in the Preferred Future.	CCD-1.1.1	Ensure "Beautify Fort Smith" is moving forward and gaining momentum.	Number of landscaping projects and percent increase in tree canopy	Short	Sanitation; Parks & Recreation
				CCD-1.1.2	Develop a plan to move, relocate, consolidate, or bury utility lines on major roads.	Utility line strategy adopted	Long	Engineering; Administration; Franchise Utilities
				CCD-1.1.3	Develop new focal points and reinforce the character of gateways into Fort Smith by making them more attractive with new signage, landscaping, and other beautification measures.	Projects completed at focal points and key gateways in the targeted growth areas	Long	Planning & Zoning; Engineering; Parks and Recreation; Beautify Fort Smith; Sanitation
				CCD-1.1.4	Update and improve the look and lighting of the Garrison Avenue bridge (and other key gateways) including LED lights, improved fixtures, etc.	Lighting improvements completed	Mid	Fort Smith CBID; AHTD; Operations; Army Corp of Engineers;
				CCD-1.1.5	Encourage the State to improve upkeep and mowing grass areas on I-540.	Maintenance quality improvements	Mid	Administration; AHTD;
				CCD-1.1.6	Standardize and improve sign ordinance to reduce visual clutter.	Updated sign ordinance	Mid	Planning & Zoning

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
				CCD-1.1.7	Consider extending Grand Avenue from 10th Street to the riverfront to create a Grand Entrance to the Riverfront and Downtown.	Grand Avenue Extension feasibility study completed	Long	Engineering; Fort Smith CBID; Administration
				CCD-1.1.8	Analyze the impact of decreasing the threshold that requires property owners to incorporate landscape and design improvements.	Threshold decrease impact analysis complete	Short	Planning & Zoning
		CCD-1.2	Integrate existing commercial activities within residential neighborhoods.	CCD-1.2.1	Enforce quality urban design, and prohibit further industrial uses in neighborhoods.	Number of new developments in the targeted growth area that meet compatibility thresholds	Long	Planning & Zoning
CCD-2	Increase local community identity within the City	CCD-2.1	Support efforts within the city to increase citywide awareness of local neighborhood character, culture and history.	CCD-2.1.1	Work with neighborhood groups to develop brands for areas/neighborhoods of the City to increase community identity.	Number of new neighborhood identities created	Mid	Fort Smith Residents, Local Neighborhood Associations; Planning & Zoning
				CCD-2.1.2	Develop a "Downtown Square" as a park/open space where the city could hold a farmer's market, festivals, art walks, shops, and food trucks.	Development of a Downtown Square	Long	Administration; Parks and Recreation; Fort Smith CBID
		CCD-2.2	Encourage volunteerism to boost a sense of community in Fort Smith.	CCD-2.2.1	Create a clearinghouse of volunteer opportunities linking faith-based organizations and local social service institutions and charitable organizations.	Clearinghouse created	Mid	Administration; Community Foundation
CCD-3	Project a positive image for the City of Fort Smith	CCD-3.1	Promote the identity of the City throughout the region, and nationally.	CCD-3.1.1	Improve the City's approach to public relations to promote what there is to do in Fort Smith.	Number of tourists Percent increase in event attendance Citizen feedback Percent growth in population	Mid	Greater Fort Smith Chamber of Commerce; Administration; Advertising and Promotions Commission
				CCD-3.1.2	Consider creation of a publicly generated slogan to improve how citizens think of their city.	Completion of a rebranding campaign	Mid	Administration

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
Transportation & Infrastructure								
TI-1	Improve access and connectivity through enhancements to all modes of transportation	TI-1.1	Promote better connections between downtown, the riverfront, historic sites, and the Belle Grove Historic District, particularly from I-40 to 540.	TI-1.1.1	Improve the availability of parking in downtown Fort Smith.	Improved parking availability	Mid	Planning & Zoning; Fort Smith CBID; Administration; Engineering
				TI-1.1.2	Create an I-540 Downtown/Riverfront Loop that would offer direct access to the riverfront and downtown area from Kelley Highway and Grand Avenue.	Increased access to the riverfront from Kelley Highway and Grand Avenue	Mid	Fort Smith CBID; Engineering; Operations
		TI-1.2	Make major destinations highly accessible by all modes of transportation.	TI-1.2.1	Design and adopt an all-mode circulation plan for major centers identified in the Preferred Future.	All mode circulation plans completed for all centers	Long	Fort Smith CBID; Operations; Engineering; Transit; Parks and Recreation
		TI-1.3	Address improvements to the existing street network by first optimizing access and circulation through better design and utilization of existing rights-of-way, in cooperation with property owners.	TI-1.3.1	Evaluate ways to improve access to the Riverfront.	Increase in the number of and type of access points to the Riverfront	Mid	Engineering; Parks and Recreation
		TI-1.4	Protect residential neighborhoods from excessive through traffic.	TI-1.4.1	Consider traffic calming techniques (roadway narrowing, chicanes, bump-out curbs, raised intersections, etc) in residential neighborhoods impacted by through-traffic.	Number of traffic calming efforts implemented in residential neighborhoods	Short	Engineering; Operations; EMS; Fire; Police
				TI-1.4.2	Improve connectivity throughout the City's roadway network to increase access and eliminate high volumes of traffic in residential thoroughfares. - Identify the major destination areas in town - Evaluate how cars travel from major roads to the destination areas - Improve these access routes to minimize travel through neighborhoods.	Number of intersections per acre	Long	Engineering; Operations

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		TI-1.5	Improve traffic flow and integrate safe pedestrian and bicycle travel into the transportation network, particularly at key intersections of high commercial and employment activity.	TI-1.5.1	Identify problematic roadways that create a hazardous environment for pedestrians and infill sidewalks where gaps exist in the network.	Reduction in the number of pedestrian-related accidents on roadways	Mid	Engineering; Police; Operations; Parks
		TI-1.6	Improve physical connections between and within neighborhoods through road extensions or improvements, bicycle lanes and trails, and a connected sidewalk network.	TI-1.6.1	Identify and designate key pedestrian and bicycle routes for improvements to neighborhood connectivity and walkability, including access to service areas.	Identification and designation of key routes	Mid	Parks & Recreation; Engineering; Operations
		TI-1.7	Reduce traffic congestion and improve emergency circulation by redesigning major corridors to include safe walking, biking, transit, and driving options and incorporating those elements into initial design concepts through final design documents.	TI-1.7.1	Utilize a "Complete Streets" approach to ensure that all new projects are planned and designed to meet the needs of every community member, regardless of their age, ability, or how they travel.	Adoption of a Complete Streets Policy	Mid	Planning & Zoning; Parks & Recreation; Engineering; Operations; Transit
TI-2	Capitalize on Fort Smith's Location	TI-2.1	Ensure that business and industry have sufficient transportation infrastructure to support freight operations and business communications, including rail, air, highways, telecommunications, and pipelines.	TI-2.1.1	Speed up work plan / completion of I-49 from Highway 22 to I-40 in collaboration with other communities and regions.	Completion of I-49	Long	Administration; Regional Council; MPO
				TI-2.1.2	Focus efforts on increasing the river channel's depth from nine feet to twelve feet to increase the capacity of the Kerr-McClellan Arkansas River Navigation System (MCKARNS) Waterway Route.	Percent increase in freight capacity	Long	Administration; RITA
				TI-2.1.3	Relocate the train switch station from downtown.	Relocation of the Train Switch	Long	Administration; Fort Smith CBID
				TI-2.1.4	Improve vehicular access to the riverfront.	Increased number of access points to the riverfront	Mid	Fort Smith CBID; Engineering; Operations

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		TI-2.2	Provide convenient, reliable connections between industrial zones and regional highways to facilitate truck traffic that also minimize noise and traffic conflicts with other uses.	TI-2.2.1	Plan for development along the I-49 corridor to accommodate freight transportation and growth.	Growth in freight transportation industry jobs	Long	Greater Fort Smith Chamber of Commerce; Engineering; Planning & Zoning;
				TI-2.2.2	Reroute truck traffic from key streets targeted for streetscape and pedestrian improvements (Garrison Avenue, A Street, B Street, and Riverfront Drive) to I-540 and other highways to reduce truck traffic downtown and on the riverfront.	Reduction in the number of trucks on key streets targeted for pedestrian improvements	Long	Engineering; Police; Fort Smith CBID
				TI-2.2.3	Update the Truck Route street plan in accordance with the Preferred Future.	Completion of the truck route street plan update	Long	Engineering; Police; Fort Smith CBID
		TI-2.3	Remain committed to supporting the air travel industry so that passenger service continues for the foreseeable future by enhancing the air transportation system at the Fort Smith Regional Airport, while protecting the public from airport related noise and safety hazards.				Long	Administration; Fort Smith Regional Airport;
		TI-2.4	Fully support the railroad industry and encourage growth through the City and the region.				Long	Administration; Greater Fort Smith Chamber of Commerce
		TI-2.5	Fully support the continued improvements to the Port of Fort Smith.					
		TI-2.6	Support the development of the Van Buren Regional Intermodal Facility.				Long	Administration; Greater Fort Smith Chamber of Commerce; Port Authority; RITA
		TI-2.7	Continue to balance water and port activities with environmental improvements in full cooperation with the Corps of Engineers.				Long	Administration; Greater Fort Smith Chamber of Commerce; Port Authority; Army Corps of Engineers; RITA

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
TI-3	Provide and enhance non-vehicular access for residents	TI-3.1	Review and encourage implementation of existing bike and greenway plan that will interconnect neighborhoods and provide access to both neighborhood and city-wide destinations.				Mid	Parks & Recreation; Engineering
		TI-3.2	Support pedestrian access throughout the city, with a focus on attractive, safe, and contiguous sidewalk connections between destinations.	TI-3.2.1	Continue infill sidewalk program to safely connect schools, residential areas, and commercial district.	Number of new sidewalks in the targeted growth areas	Long	Engineering; Operations
		TI-3.3	Connect new development through bike and pedestrian paths to provide a variety of options for traveling, including walking, biking, transit, and vehicle travel.	TI-3.3.1	Develop a local Complete Streets policy that prioritizes improvements for pedestrians, bicyclists, and motorists on key corridors (i.e. Garrison Avenue).	Adoption of a Complete Streets Policy	Mid	Engineering; Parks & Recreation; Operations
TI-4	Improve public transportation	TI-4.1	Market public transportation in Fort Smith.			Increase in ridership	Short	Transit Department; Transit Advisory Commission; Administration
		TI-4.2	Promote and maintain a public transit system that is safe, efficient, cost-effective and responsive to the needs of residents.	TI-4.2.1	Expand fixed-route system to ensure access to a majority of shopping/service areas.	Increase in ridership	Mid	Transit Department; Transit Advisory Commission; Administration
TI-5	Incorporate the Future Land Use Map in the strategic planning of future utility and infrastructure expansions	TI-5.1	Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems.	TI-5.1.1	Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements.	Completion of the infrastructure asset management program	Mid	Administration; Utility Department; Engineering; Operations; Sanitation; Parks and Recreation; Finance
		TI-5.2	Ensure that utility and infrastructure systems can meet the city's long-term needs.	TI-5.2.1	Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern.	Capital programming that references the Comprehensive Plan	Mid	Administration; Department Heads
				TI-5.2.2	Maintain updated infrastructure master plans.	Infrastructure Master Plan maintained	Mid	Engineering; Operations; Utility Department; Parks & Recreation

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
				TI-5.2.3	Regularly review Level or Service (LOS) standards for infrastructure systems.	LOS standards reviewed and updated	Mid	Engineering; Parks & Recreation; Operations
				TI-5.2.4	Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects.	Criteria adopted	Mid	Parks & Recreation; Utility Department; Engineering; Operations
				TI-5.2.5	Use the future land use framework to identify opportunities to expand the city's green infrastructure and open space network to increase the city's ability to manage stormwater and limit the need for additional grey infrastructure.	Number of green infrastructure-related improvements in the targeted growth areas	Mid	Parks & Recreation; Utility Department; Engineering
Public Facilities & Services								
PFS-1	Promote a business-friendly and citizen-friendly government	PFS-1.1	Maintain fair and transparent codes and regulations.	PFS-1.1.1	Work with groups in authority (Chamber, City Board, CBID, Chaffee Crossing, County, etc) to improve communication and coordination.	Number of leaders participating in city forums	Short	Fort Smith Residents; Greater Fort Smith Chamber of Commerce; Chaffee Crossing Redevelopment Authority; Administration; Department Heads
				PFS-1.1.2	Revise development regulations to improve user friendliness (e.g., create an interactive on-line code).	Revised code	Mid	Planning & Zoning; ITS; All departments
		PFS-1.2	Monitor the City's return on investment by measuring municipal expenditures against property and sales tax revenues.	PFS-1.2.1	Identify opportunities to reduce the City's cost burden by establishing public/private partnerships on significant revitalization projects.	Number of public private partnerships	Mid	Administration
PFS-2	Build consistency and trust with the public	PFS-2.1	Ensure that the City's planning and implementation process is transparent.			Transparency maintained	Short	All departments

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		PFS-2.2	Maintain a clear line of communication between the City, the business community, and residents that establishes expectations and allows the progress of the City's commitments to be measured and evaluated.	PFS-2.2.1	Set up ongoing communication with other groups in the City (CBID, School Board, Chaffee Crossing, Planning Commission, CEO Group, Chamber, etc) to ensure that all organizations maintain consistent goals and objectives with each group focusing on the responsibilities best suited for them.	Communication framework established	Short	All departments; All Boards and Commissions
		PFS-2.3	Promote public awareness and participation by holding open Town Hall events modeled after the Future Fort Smith Community Forums.			Number of Community Forum Series events	Short	Fort Smith Residents; Local Business Owners; Administration;
PFS-3	Promote civic identity and pride	PFS-3.1	Capitalize on the City's municipal presence Downtown.	PFS-3.1.1	Build support for a City Hall building.	Increase in support	Long	Fort Smith Residents; Local Business Owners; Administration; Greater Fort Smith Chamber of Commerce
		PFS-3.2	Develop community pride by promoting a culture of inclusion and consideration of positive change.	PFS-3.2.1	Promote existing community service efforts and identify partnership opportunities to expand regularly scheduled community service days.	Increase in the number of community service days	Short	Fort Smith Residents; Local Business Owners; Administration
				PFS-3.2.2	Identify Comprehensive Plan elements (goals, policies, and actions) that will require citizen support to accomplish, and continue to communicate the importance of resident input and participation in monitoring the progress and ongoing updates to the plan.	"What can I do" identified for each plan element and residents identified as responsible party	Short	Administration; Planning & Zoning; All Boards and Commissions
PFS-4	Prevent wasteful use of public resources and services	PFS-4.1	Seek opportunities to co-locate future community facilities to maximize efficiencies in service provision and reduce capital and operating costs.			Number of future facilities co-located	Long	All departments; Administration; Board of Directors

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		PFS-4.2	Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth.	PFS-4.2.1	Evaluate existing water conservation policies and goals for residential, commercial, and industrial uses to identify opportunities for additional reductions.	Evaluation complete	Mid	Parks & Recreation; Utility Department; UAFS
PFS-5	Improve the health and well-being of Fort Smith residents	PFS-5.1	Increase access to healthcare, reduce preventable disease, and educate the community about leading a healthy lifestyle.	PFS-5.1.1	Encourage local employers to adopt wellness programs (e.g., sponsor health cooking demonstrations, complementary gym memberships, etc).	Number of wellness programs adopted	Mid	Local Employers; Administration; Healthcare Providers; Greater Fort Smith Chamber of Commerce
				PFS-5.1.2	Develop a healthy living campaign and create marketing materials that communicate the benefits of active living, recreation, and healthy foods.	Healthy Living Campaign launched	Mid	Local Employers; Administration; Healthcare Providers; Greater Fort Smith Chamber of Commerce
				PFS-5.1.3	Promote use of existing and future trail systems for exercise as part of a healthy living campaign.	Increase in number of users of the trail system	Mid	Parks & Recreation; Fort Smith Residents
Natural & Cultural Resources								
NCR-1	Expand city parkland and recreational programming to reflect or exceed national standards	NCR-1.1	Increase the amount of open space and opportunities for recreation throughout the City by supporting the dedication of land and resources for the creation of parks and open space.	NCR-1.1.1	Establish green space requirements for new development.	New requirements established	Mid	Parks & Recreation, Planning & Zoning
				NCR-1.1.2	Incorporate regional park planning in ETJ plan.	Park planning completed	Long	Parks & Recreation; Planning & Zoning
		NCR-1.2	Promote and establish regional support for Fort Smith Parks and Recreation through agreements, user fees, programs, and grant applications with counties and neighboring towns.	NCR-1.2.1	Form regional and corporate partnerships for regional sports facilities.	Regional partnership formed	Mid	Parks & Recreation
		NCR-1.3	Develop neighborhood parks amenities within walking distance to residents.			Residents within 10-minute walk of a park	Long	Parks & Recreation; Planning & Zoning

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		NCR-1.4	Develop greenways and trails that serve to connect the City.	NCR-1.4.1	Focus on completing the river trail development to enhance the City's downtown and riverfront economic development efforts.	River Trail completed	Long	Parks & Recreation; Engineering; Fort Smith CBID
				NCR-1.4.2	Implement the City's greenway plan.	Greenway Plan completed	Long	Parks & Recreation; Planning & Zoning
		NCR-1.5	Plan recreation facility land, space, and programming needs with other service providers in order to meet community needs and national standards.			National standards met	Long	Parks & Recreation
		NCR-1.6	Encourage multi-use public spaces that can function in a variety of ways to serve the recreation needs of the surrounding neighborhoods (e.g., park space, community events, etc).	NCR-1.6.1	Partner with local schools and athletic associations for joint use of recreational fields and facilities.	Number of multi-use public spaces	Long	Parks & Recreation; Fort Smith School District; UAFS; Sebastian County
NCR-2	Protect natural resources and reduce their waste and overuse	NCR-2.1	Develop and manage watershed programs to minimize pollution from stormwater runoff and other sources.	NCR-2.1.1	Utilize "Green Infrastructure," a network of open space and natural areas that connect the natural and built environments and provide multiple benefits for people and ecosystems, wherever possible to increase the City's ability to manage stormwater.	Number of green infrastructure-related improvements in the targeted growth areas	Mid	Engineering; Operations; Parks & Recreation; Utility Department
		NCR-2.2	Preserve wildlife habitats.			Amount of wildlife habitat preserved	Long	Parks & Recreation; Army Corps of Engineers
		NCR-2.3	Improve air quality.	NCR-2.3.1	Encourage responsible industry practices and reduce other mobile sources of air pollution.	Reduction in air pollution	Long	Sanitation; Planning & Zoning; Greater Fort Smith Chamber of Commerce
				NCR-2.3.2	Minimize growth in vehicle miles traveled (VMT) as the City grows through a variety of locational and programmatic measures.	Identify a baseline for the City's existing VMT and establish a goal consistent with projected growth that results in a reduction of per capita VMT	Short	All departments with vehicles

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		NCR-2.4	Enhance and promote Fort Smith's recycling and reuse programs.	NCR-2.4.1	Establish and publicize city recycling goals for household hazardous waste, and business, industry, government, and residential regular programs.	Recycling goals established and met by residents	Mid	Fort Smith Residents; Local Business Owners; Sanitation;
		NCR-2.5	Implement programs to enhance landscaping and tree conservation.			Initiation of a landscape conservation program	Mid	Fort Smith Residents; Local Business Owners; Parks & Recreation; Planning & Zoning; Beautify Fort Smith
		NCR-2.6	Reduce stormwater runoff and flooding.	NCR-2.6.1	Support green infrastructure improvements and enhanced green space.	Number of green infrastructure-related improvements in the targeted growth areas	Mid	Planning & Zoning; Parks & Recreation; Utility Department; Engineering; Operations
		NCR-2.7	Avoid development in flood-prone areas to increase resiliency to storms and maintain sensitive environmental features.	NCR-2.7.1	Establish a comprehensive development and building permit review checklist that addresses environmental concerns.	Checklist created	Short	Planning & Zoning; Engineering
NCR-3	Retain the historic heritage and cultural identity of Fort Smith	NCR-3.1	Protect neighborhoods that are culturally or historically significant.	NCR-3.1.1	Ensure that regulations preserve existing historic districts.	Review potential conflicts and make recommendation	Short	Planning & Zoning, Belle Grove Historic District; Fort Smith CBID; Neighborhoods
		NCR-3.2	Promote historically significant landmarks and cultural assets	NCR-3.2.1	Develop partnerships with local museums (U.S. Marshals Museum, the Fort Smith Museum of History, etc).	Partnerships created	Mid	Planning & Zoning, Belle Grove Historic District; Museum Representatives
		NCR-3.3	Support festivals and special events that highlight what makes Fort Smith unique.			Number of festivals and special events unique to Fort Smith	Short	Fort Smith Residents; Community Leaders; Local Businesses; Convention Center; Tourism; Greater Fort Smith Chamber of Commerce
		NCR-3.4	Increase public awareness, education, and knowledge of the historic district and historic architecture throughout the City.			Number of visitors to the city's historic sites	Mid	Fort Smith Residents; Advertising and Promotions Commission; Tourism; Planning & Zoning; Fort Smith CBID; Belle Grove Historic District
		NCR-3.5	Preserve and protect Fort Smith's historic and architectural resources.			Number of visitors to the city's historic sites	Mid	Fort Smith Residents; Planning & Zoning, Belle Grove Historic District; Fort Smith CBID;

GOAL		POLICY		ACTION		METRIC	TIME	RESPONSIBLE PARTY
		NCR-3.6	Encourage the inclusion of public art and plazas with new public facilities and major private development.			Number of new public art installations	Long	Local Artists; RAM; Administration; Parks and Recreation
		NCR-3.7	Enlist the vision and support of the arts community and seek partnerships with UAFS, the convention center, and other interest groups to advance opportunities for museums and visual and performing arts within the region.	NCR-3.7.1	Identify partnerships and potential locations to establish an interactive children's museum.	Feasibility study for museum completed	Mid	Greater Fort Smith Chamber of Commerce; UAFS; Convention Center; Advertising and Promotions Commission
NCR-4	Expand the role of parks and open space in the promotion of healthy communities	NCR-4.1	Increase the use of parks, open space, and recreational programming to improve the health of Fort Smith residents.	NCR-4.1.1	Partner with the Fort Smith School District and independent schools to increase educational programming and recreation in parks and open spaces throughout the City.	Number of new educational and recreation programs in parks and open spaces	Mid	Fort Smith School District; Local Schools; Parks & Recreation; Fort Smith Youth; UAFS
				NCR-4.1.2	Develop a marketing campaign to communicate the value of active recreation in maintaining a healthy lifestyle.	Marketing campaign complete	Mid	Parks & Recreation; Administration

RESOLUTION NO. ____

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND DELIVERY FOR FILING OF A PRECEDENT FOR A CONSENT DECREE IN LITIGATION BROUGHT AGAINST THE CITY BY THE UNITED STATES OF AMERICA AND THE STATE OF ARKANSAS

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

WHEREAS, it is anticipated that the United States of America and the State of Arkansas will initiate litigation against the City of Fort Smith ("City") in the United States District Court for the Western District of Arkansas, Fort Smith Division ("Court") asserting Clean Water Act and other violations by the City; and

WHEREAS, through extensive negotiations, a precedent for a proposed Consent Decree has been prepared for execution by the parties to the litigation and subsequent presentation for approval to the Court;

NOW, THEREFORE:

SECTION 1: The precedent for Consent Decree presented during this meeting and attached hereto is hereby approved by the City of Fort Smith.

SECTION 2: The City Administrator and the City Attorney are hereby authorized, on behalf of the City of Fort Smith, to execute the precedent for the Consent Decree in substantially the same form presented to this meeting and to deliver the executed precedent for filing with the Court with a request for entry of the Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7.

This Resolution adopted this _____ day of December, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____NPR

MEMORANDUM

December 12, 2014

TO: Mayor and Board of Directors

FROM : Ray Gosack, City Administrator

SUBJECT: Sanitary Sewer System Consent Decree

Attached for the board's consideration is a resolution approving a consent decree for improvements to Fort Smith's sanitary sewer system. The staff and city attorney recommend approval of the consent decree.

BACKGROUND

In late 2005, the city was notified by the U.S. Department of Justice (DOJ) that it would pursue a consent decree. Fort Smith had been under an administrative order from the Environmental Protection Agency (EPA) since 1989 to undertake improvements to its sewer system. Because of insufficient progress, EPA referred Fort Smith to DOJ for further enforcement action.

The city began discussing a consent decree with DOJ and EPA in early 2006. The federal government intensified the pace of negotiations in 2013 and through 2014. Negotiation of a recommended consent decree was substantially concluded last month.

The consent decree, which is a federal court order, seeks to remedy violations of the federal Clean Water Act. The 140 page document has a multitude of provisions including:

- Assessments of most basins/sub-basins in the sanitary

sewer collection system.

- Collection system improvements to increase capacity and remediate defects in lines and manholes.

- Pump station and treatment plant improvements.

- A capacity, management, operations, maintenance (CMOM) program. Among many activities, regular cleaning and televising of sewer lines and root control will be required. The CMOM program will assure that the sewer system is properly operated and maintained in order to minimize violations of the Clean Water Act.

- A fats, oils and grease (FOG) program to reduce the occurrence of overflows caused by buildup of solids in the sewer pipes.

- A program for the repair and rehabilitation of private service lines. Financial assistance will be available for lower-income homeowners.

- Management information systems and GIS enhancement to assist with record-keeping, reporting, and project management.

- Penalties for not complying with project, program, performance, and reporting requirements.

- A penalty payment of $300,000 for past violations of the Clean Water Act.

COMPLIANCE

If approved, the city will need to commit resources to comply with the consent decree. The decree has numerous specific performance and reporting requirements. Violation of any one of these can result in penalties. Over the 12-year life of the consent decree, we estimate costs will be:

$375 million for capital construction projects

$104 million for operations and maintenance costs

The consent decree includes a provision to re-open the schedule in the event costs become unaffordable according to specified guidelines. This protects the community if costs become higher than anticipated.

BOARD ACTIONS

Specific actions the board will need to take during the life of the consent decree include:

- Approval of various contracts for planning, engineering and construction work.
- Approving property acquisitions necessary for projects to proceed in a timely manner.
- Approving the acquisition of equipment, construction of facilities, and the addition of personnel. These are necessary to manage the planning, engineering and construction work; and to meet the ongoing CMOM requirements.
- Approving debt issuances to finance capital costs.
- Adjusting sewer rates to provide the funding needed for compliance.
- When available, considering the use of sales tax bonds to finance some capital costs.

SUMMARY

Fort Smith’s violations of the Clean Water Act began in the 1970's. The city has made significant progress, particularly in the last 8 years, to remedy these violations. Substantial amounts of assessment and construction work remain. And, the city must develop and implement capabilities to properly maintain

the sewer system as a regular course of business.

The consent decree will resolve the long-standing enforcement actions against Fort Smith. It avoids protracted and costly litigation that would likely harm the community's reputation, particularly with regard to economic development. The consent decree supports multiple comprehensive plan goals including:

- Protection of natural resources/minimize pollution in watersheds. (NCR-2.1)
- Ensure adequate, well-maintained infrastructure. (FLU-1.4)
- Continue to ensure that customers have access to reliable sewer services by reducing or eliminating deficiencies and gaps in infrastructure systems. (TI-5.1)
- Ensure that utility and infrastructure systems can meet the city's long-term needs. (TI-5.2)

Most importantly, the consent decree gives greater assurance of providing quality sanitary sewer services in an environmentally responsible manner to the citizens and businesses of Fort Smith.

Attachments

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December 12, 2014

VIA EMAIL AND REGULAR MAIL

Jerry L. Canfield, Esq.
City Attorney
Daily & Woods, P.L.L.C.
58 South 6th Street
P.O. Box 1446
Fort Smith, AR 72902

Re: ***United States of America et al. v. City of Fort Smith, Arkansas***

Dear Mr. Canfield:

As you are aware, I was retained on July 29, 2014, to assist you and the City of Fort Smith with negotiating a consent decree with the U.S. Department of Justice ("DOJ"), the U.S. Environmental Protection Agency ("EPA"), and the State of Arkansas to resolve alleged violations of the Clean Water Act against the City. Negotiations on the decree are complete. The final draft is fair and reasonable and in line with other decrees of this nature. Considering the certainty that an enforcement action would be brought if the alleged violations were not resolved by negotiation, the uncertain outcome of that litigation, and the cost of litigation, King & Spalding recommends that the City's Board of Directors approve the consent decree.

As an environmental attorney with over seventeen years of experience—including time as a senior enforcement attorney with the EPA—I have extensive experience negotiating Clean Water Act consent decrees. I have been counsel in numerous Capacity, Management, Operations & Maintenance ("CMOM") cases throughout the United States over the years, including recently resolving cases involving the Lexington-Fayette Urban County Government (Lexington, Kentucky), the City of Dothan, Alabama, and the City of Chattanooga, Tennessee, among others.

As compared to other negotiations that I have led and participated in, I found the negotiations in this case to be particularly difficult. This may be due in part to the historical compliance issues involving the City's wastewater treatment plants and collection system. It may also be a result of the protracted negotiations and the strongly held views of the government agencies.

In recent months, the City's negotiating team held a hard line with DOJ, EPA, and the State on a number of key terms of the decree, and ultimately we were able to negotiate a draft that is both fair and reasonable. Of utmost importance was to negotiate a decree that is affordable. We were able to achieve that in this case through the development of provisions allowing a reasonable schedule for the performance of the work, particularly in the area of developing the City's CMOM programs, along with the ability to sequence the various work items such as the capacity related projects and the Sewer System Assessments ("SSAs"). Most importantly, this consent decree is one of only three CMOM consent decrees in the country that contains an affordability re-opener, which allows the City to seek an extension in the implementation schedule from the Court, should the costs of the decree exceed current estimates, measured against a certain percentage of the median household income ("MHI") in Fort Smith. We were also successful in significantly reducing the amount of the civil penalty and in negotiating a supplemental environmental project ("SEP")—a low-income service line repair and replacement program—which will be of great benefit to the Fort Smith community and to the environment.

Overall, the Fort Smith consent decree includes reasonable terms for the City and is consistent with Clean Water Act decrees for other municipalities. While there are some aspects of this consent decree that are unique to Fort Smith, such as certain aspects of the CMOM program, it is typical for such work items to be individually tailored to the municipality. However, the majority of the provisions in the decree are similar or even identical to other decrees and include many favorable terms for the City. Compared to the uncertain results and high costs of litigation, the consent decree is the preferred outcome. King & Spalding recommends that the City's Board of Directors adopt the decree to resolve the alleged Clean Water Act violations.

As an aside, I want to add that the City's staff, consultants, and the City Attorney did an outstanding job throughout the time that I was involved in the negotiations process. The technical knowledge and dedication of all involved was comparable to or exceeded that of other Clean Water Act matters that I have worked on, including cases involving much larger municipalities. The negotiations presented a number of challenges, and the City's team achieved a great result by developing a fair agreement that allows the City to put this enforcement case behind it and move forward.

Thank you very much for the opportunity to work with the City of Fort Smith on this matter. If I may be of further assistance with the implementation of the decree, or if you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Adam G. Sowatzka
Partner

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FORT SMITH DIVISION

UNITED STATES OF AMERICA and STATE OF ARKANSAS,	)	
Plaintiffs,	)	
v.	)	CIVIL ACTION NO.
CITY OF FORT SMITH, ARKANSAS,	)	
Defendant.	)	

CONSENT DECREE

TABLE OF CONTENTS

Sections and Articles **Page(s)**

I. JURISDICTION AND VENUE 4

II. OBJECTIVES 5

III. APPLICABILITY 5

IV. DEFINITIONS 6

V. COMPREHENSIVE REMEDIAL REQUIREMENTS 16

A. Introduction 16

B. Article One: Sewer System Condition Assessments 17

C. Article Two: Condition Remedial Measures 21

D. Article Three: Pump Station/Force Main Evaluation Report 23

E. Article Four: Capacity Assessment and Hydraulic Modeling 27

F. Article Five: Capacity Remedial Measures Plan 31

G. Article Six: Capacity-Related Remedial Measures Projects Identified in Appendices E1 and E2. 33

H. Article Seven: Development of a Capacity, Management Operation and Maintenance Program 34

Introduction 34

WCTS Maintenance Activities Until Full CMOM Implementation 34

FOG Control Program Component 34

FOG Program Reporting 37

Root Control Program Component 38

Root Control Program Reporting 38

Gravity Sewer Line Cleaning Component 38

Cleaning Program Reporting 41

Continuing Sewer System Assessment Program Component 41

Continuing Pump Station and Force Main Evaluation and Maintenance Program 42

Continuing Capacity Assurance Program 45

SSO Reporting Component 47

SSO Emergency Response Program Component 48

OERP Reporting 50

Information Management System 50

Standard Operating Procedures Component 51

Private Service Line Defect Remediation Program Component 53

Comprehensive Training Program Component 54

Inventory Management Component 55

I. Article Eight: Assessment and Remediation Plan for Effluent Limit Exceedances at the Massard WWTP and P Street WWTP 56

J. Article Nine: Schedule Reconsideration Based on Financial Circumstances 58

VI. MITIGATION PROGRAM REQUIREMENT 62

VII. CIVIL PENALTIES 65

VIII. SUPPLEMENTAL ENVIRONMENTAL PROJECT 66

IX. DELIVERABLES AND REVIEW PROCESS 69

X. REPORTING 73

XI. CERTIFICATION, APPROVAL, AND SEAL BY A PROFESSIONAL ENGINEER 87

XII. STIPULATED PENALTIES 88

XIII. FORCE MAJEURE 95

XIV. DISPUTE RESOLUTION 97

XV. INFORMATION COLLECTION AND RETENTION 99

XVI. FAILURE OF COMPLIANCE 101

XVII. CERTIFICATION 102

XVIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS 102

XIX. COSTS 104

XX. NOTICES 104
XXI. EFFECTIVE DATE 106
XXII. RETENTION OF JURISDICTION 106
XXIII. MODIFICATION 106
XXIV. TERMINATION 107
XXV. CONTINGENT LIABILITY OF THE STATE OF ARKANSAS 108
XXVI. PUBLIC PARTICIPATION 108
XXVII. SIGNATORIES/SERVICE 109
XXVIII. INTEGRATION/APPENDICES 109
XXIX. FINAL JUDGMENT 111

WHEREAS the City of Fort Smith, Arkansas ("City") owns and operates a Publicly Owned Treatment Works ("POTW") as defined at 40 C.F.R. § 403.3 that includes two Wastewater Treatment Plants ("WWTPs") and two Wastewater Collection and Transmission Systems ("WCTS") collectively serving the WWTPs;

WHEREAS the State of Arkansas is a party to this action pursuant to Section 309(e) of the Clean Water Act ("CWA"), 33 U.S.C. § 1319(e);

WHEREAS City discharges pollutants into navigable waters of the United States and Waters of the State of Arkansas from the P Street WWTP (located at 13 North P Street in Fort Smith), and the Massard WWTP (located in Fort Smith with a mailing address of 1609 North 9th Terrace, Barling, Arkansas), pursuant to National Pollutant Discharge Elimination System ("NPDES") Permit No. AR0033278 ("the P Street Permit"), effective March 1, 2012, and NPDES Permit No. AR0021750 ("the Massard Permit"), effective February 1, 2009;

WHEREAS Plaintiff, United States of America, by the authority of the Attorney General of the United States and through its undersigned counsel, acting at the request and on behalf of the Administrator of the United States Environmental Protection Agency ("EPA") and pursuant to Section 309(a) of the CWA, 33 U.S.C. § 1319(a), and the Co-Plaintiff State of Arkansas, acting at the request and on behalf of the Arkansas Department of Environmental Quality ("ADEQ"), by the authority of the Attorney General, pursuant to Ark. Code Ann. § 25-16-702(e) and in accordance with CWA Section 309(e), 33 U.S.C. § 1319(e), and through its undersigned counsel, jointly filed a Complaint against City seeking injunctive relief and a civil penalty;

WHEREAS Plaintiffs allege in their Complaint that: (1) City has violated and continues to violate Section 301 of the CWA, 33 U.S.C. § 1311, by discharging untreated sewage in the form of Sanitary Sewer Overflows ("SSOs") from its WCTS to waters of the United States and Waters of the State; (2) City has violated and continues to violate CWA Sections 301 and 402, 33 U.S.C. §§ 1311 and 1342 (hereinafter "CWA Sections 301 and 402"), and the condition in its NPDES permits requiring that it properly operate and maintain its WCTS; (3) City has violated and continues to violate the CWA Sections 301 and 402, and the condition in its NPDES permits ("Duty to Mitigate") requiring that it take all reasonable steps to minimize or prevent any discharge; (4) City has violated CWA Sections 301 and 402 and certain effluent limits set for the outfalls at its two WWTPs, contained in its NPDES permits; (5) City has violated the CWA Sections 301 and 402, and the condition in its NPDES permits requiring that it report to ADEQ the occurrence of all SSOs, and provide certain information regarding such SSOs; and (6) City has violated and continues to violate the CWA Sections 301 and 402 and the condition in its NPDES permits requiring that it maintain adequate back up power sources to prevent the discharge of untreated or inadequately treated wastes during electrical power failures;

WHEREAS, although City was then engaged in implementing its Wastewater Management Plan (September, 1993) to address unpermitted discharges from its POTW, on January 21, 1999, EPA issued to City Administrative Order Docket No. CWA-VI-99-1204 and No. CWA-VI-99-1205, which required City to take appropriate measures to comply with the CWA and its NPDES Permits to eliminate unpermitted discharges from its WCTS;

WHEREAS, as continued implementation of its Wastewater Management Plan, the City asserts that it has entered into contracts and expended over $203,463,010 on the design and construction of POTW improvements including upgrading of both WWTPs; development and continued maintenance of a WCTS hydraulic model; completion of WCTS evaluation studies on certain collector sewers; replacement or rehabilitation of certain collector sewers; construction of certain interceptor sewers; construction of the Sunnymede wet weather pump station and equalization ("EQ") storage facility; current construction of the Zero Street wet weather pump station and EQ storage facility; and completion of construction of the Mill Creek wet weather pump station and EQ facility, resulting in what the City believes is a significant reduction of SSOs in its WCTS;

WHEREAS, Fort Smith's POTW is a separate sanitary sewer system and the Parties nevertheless agree to utilize EPA's "Combined Sewer Overflows Guidance for Financial Capability Assessment and Schedule Development," EPA 8320B-97-004, published February, 1997 herein;

WHEREAS, notwithstanding City's development and continued implementation of its Wastewater Management Plan, EPA alleges that City has not made sufficient progress and remains in noncompliance with its NPDES Permits and the CWA, particularly in the area of SSOs;

WHEREAS City does not admit any liability arising out of the transactions or occurrences alleged in the Plaintiffs' Complaint and alleges that: (1) City's operation of its POTW in fact was consistent with the then current NPDES Permits issued by the State; (2) City

notified EPA and the State that its Wastewater Management Plan and its implementation were consistent with principles of affordability; and (3) EPA did not notify City not to implement the Wastewater Management Plan and submittals by the City pursuant to the Plan; and

WHEREAS the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid prolonged and complicated litigation among the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, below, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§1331, 1345, 1367(a) and 1355, and Sections 309(b) of the CWA, 33 U.S.C. § 1319(b), and over the Parties. Venue lies in this District pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391 (b) and 1395(a), because City is located in this judicial district, and the violations alleged in the Complaint are alleged to have occurred in this judicial district. For purposes of this Decree, City does not contest the Court's jurisdiction over this action or over the City, and does not contest venue in this judicial district.

2. For purposes of this Consent Decree, City agrees that Plaintiffs' Complaint states claims upon which relief may be granted pursuant to Sections 301 and 309 of the CWA, 33 U.S.C. §§ 1311 and 1319.

II. OBJECTIVES

3. This Consent Decree shall have the objective of causing Fort Smith to achieve and maintain full compliance with the Decree, the CWA, the regulations promulgated under the CWA, and City's NPDES Permits, including the goal of eliminating all SSOs.

III. APPLICABILITY

4. The obligations of this Consent Decree apply to and are binding upon the United States, the State of Arkansas, and upon City, its agents, successors, assigns and other entities or persons otherwise bound by law.

5. At least thirty (30) days prior to transferring ownership or operation of either the P Street WWTP or the Massard WWTP, or any part of, or the whole WCTS to any other person, City shall provide a copy of this Consent Decree to each prospective successor owner or operator and shall simultaneously verify such by a written notice to EPA Region VI, the United States Attorney for the Western District of Arkansas, the United States Department of Justice and the ADEQ (on behalf of the State of Arkansas in accordance with Section XX of this Decree ("Notices"). Any such transfer must be conditioned upon the transferee's agreement to undertake the obligations required by this Decree, and no such transfer shall relieve City of its obligation to ensure that the terms of the Decree are implemented.

6. Until this Consent Decree is terminated pursuant to Section XXIV, City shall post a copy of this Decree on City's website. City shall provide a copy of this Consent Decree, or otherwise make it available by providing notice of location of posting, to each City official and City employee whose duties may reasonably include compliance with any provision of this Decree

and to each engineer, Consultant and Contractor already retained (and to be retained in the future) to perform any activities required by this Consent Decree upon the execution of any contract relating to such activities.

7. In any action to enforce this Consent Decree, City shall not raise as a defense the failure by any of its officials, employees, agents, Consultants or Contractors to take any actions necessary to comply with the provisions of this Consent Decree.

IV. DEFINITIONS

8. Unless otherwise defined herein, terms used in this Consent Decree shall have the meanings given to those terms in the CWA and the regulations promulgated thereunder. The following terms used in this Consent Decree shall be defined as follows:

a. "ADEQ" shall mean the Arkansas Department of Environmental Quality, and any successor departments or agencies of the State of Arkansas;

b. "Annual Report" shall mean the report to be submitted annually pursuant to Section X of the Consent Decree;

c. "**Appendix"** shall mean an attachment to this Consent Decree which contains details of compliance actions to be undertaken pursuant to this Decree;

d. "Article" shall mean a portion of Section V ("Comprehensive Remedial Requirements" Section) of this Consent Decree;

e. "Basin" shall mean a section of a Sewershed that is a distinct wastewater collection area, and designated by Fort Smith as such;

f. "Building/Private Property Backup" shall mean a wastewater backup into a building

and/or a wastewater overflow onto private property that is caused by blockages, flow conditions or other malfunctions in the WCTS. "Building/Private Property Backup" does not include a wastewater backup into a building and/or a wastewater overflow onto private property that is caused solely by a blockage or other malfunction of a Private Service Lateral or other piping or conveyance system that Fort Smith does not own or operate;

g. "Calendar Year" shall mean the 12-month period starting on January 1 and ending on December 31 of a given year;

h. "Capacity Constraint" shall mean those discrete components, or groups of components of the WCTS that are determined by the City, consistent with Section V, Article Four ("Capacity Assessment and Hydraulic Modeling") of this Consent Decree to have capacity deficiency issues that have caused or significantly contributed to previous capacity-related SSOs; that are likely to cause or significantly contribute to future capacity-related SSOs; and/or that are identified as overflow locations for any storm event presented in Section V, Article Four, Paragraph 30;

i. "City" or "Fort Smith" shall mean the City of Fort Smith, Arkansas;

j. "Clean Water Act" or "CWA" shall mean the federal Clean Water Act found at 33 U.S.C. §§ 1251- 1387;

k. "CMOM" or "Capacity, Management, Operations, and Maintenance" shall mean a program of accepted industry practices to properly manage, operate and maintain sanitary sewer collection, transmission and treatment systems, investigate capacity-

constrained areas of these systems, and respond to SSO events, including as identified by the Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs (EPA, Jan. 2005);

l. "Complaint" shall mean the complaint filed by the United States and the State of Arkansas in this action;

m. "Consent Decree" or "Decree" shall mean this Decree and all Appendices attached hereto and listed in Section XXVIII;

n. "Consultant" shall mean a professional engineer licensed in the State of Arkansas or other recognized professional within a field of practice, with appropriate qualifications, experience and adequate staff and resources necessary to undertake any program plan, study, analysis, design or report required by the terms of this Consent Decree;

o. "Contractor" shall mean a person or entity who in pursuit of its business undertakes to perform a job or piece of work, retaining in himself control of means, method and manner of accomplishing the desired result;

p. "Critical Response Time" shall mean the time interval between activation of the high wet well level alarm at a Pump Station and the first SSO from the WCTS tributary to that Pump Station under peak dry-weather flow conditions or under peak wet-weather flow conditions (generated by the analysis rainfalls presented in Section V, Article Four ("Capacity Assessment and Hydraulic Modeling") of this Consent Decree), whichever weather conditions prevail at the time of the SSO;

q. "Cross-Connection" shall mean any constructed connection, whether by pipe or any other means, between any part of the WCTS and any part of a storm water drainage system that is capable of conveying flow between the two systems;

r. "Date of Entry" shall mean the actual date the federal district court judge signs and approves this Consent Decree, after the public comment period expires, and after the United States files a motion for entry and a memorandum in support thereof;

s. "Date of Lodging" shall mean the date the United States files a copy of this Consent Decree signed by all Parties with the District Court, along with the Complaint, prior to submitting the Consent Decree for publication in the Federal Register to provide an opportunity for public review and comment thereon;

t. "Day" or "Days" shall mean a calendar day or calendar days unless expressly stated to be a business day or business days. In computing any period of time under this Consent Decree, where the last Day would fall on a Saturday, Sunday, or a federal or State holiday, the period shall run until the close of the next business day;

u. "Defendant" shall mean the City of Fort Smith, Arkansas;

v. "Deliverable" shall mean any written document required to be prepared and/or submitted by or on behalf of Fort Smith pursuant to this Consent Decree;

w. "Direct Discharge" shall mean a sewer pipe installed to convey wastewater from a sanitary sewer for release into the environment;

x. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States;

y. “Equalization Facilities” or “EQ Facilities” shall mean those components of the WCTS designated, designed or intended for the temporary storage of wet-weather wastewater flows;

z. “FOG” shall mean fats, oil and grease, whether petroleum-based, mineral-oil-based, animal-based or vegetable-based;

aa. “FOG Control Device” shall mean any grease interceptor, grease trap, or other mechanism, device, or process that attaches to or is applied to wastewater plumbing fixtures and/or Private Service Lines to collect, contain, or remove FOG from the wastewater stream of a FOG Generator prior to discharge into the WCTS;

bb. “FOG Control Program” or “Fats, Oil and Grease Control Program” shall mean Fort Smith’s program to control discharge of FOG into the WCTS as developed and approved under Section V, Article Seven, Paragraph 37 of this Consent Decree;

cc. “FOG Generator” shall mean any food service establishment or food-processing establishment that discharges FOG into the WCTS, provided, however, that those establishments covered by the City’s industrial user program shall not be considered a FOG Generator for the purposes of this Consent Decree;

dd. “Force Main” shall mean any pipe that receives and conveys, under pressure, wastewater from the discharge side of a pump. A Force Main is intended to convey wastewater under pressure;

ee. “Gravity Sewer Line” shall mean a pipe that receives, contains and conveys wastewater not normally under pressure, but intended to flow unassisted under the

influence of gravity. "Small Diameter Gravity Sewer Lines" shall mean Gravity Sewer Lines that are less than twenty-four (24) inches in diameter. "Large Diameter Gravity Sewer Lines" shall mean Gravity Sewer Lines that are twenty-four (24) inches or greater in diameter;

ff. "Infiltration" as defined by 40 C.F.R. § 35.2005(b)(20) shall mean water other than wastewater that enters a WCTS (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes;

gg. "Inflow" as defined by 40 C.F.R. § 35.2005(b)(21) shall mean water other than wastewater that enters a WCTS (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm water, surface runoff, street wash waters, or drainage;

hh. "I&I" shall mean the total quantity of water from Infiltration and Inflow without distinguishing the source;

ii. "Interest" shall mean interest accruing on a sum calculated in the manner provided by 28 U.S.C. § 1961;

jj. "MACP" shall mean the NASSCO Manhole Assessment and Certification Program;

kk. "Massard Permit" shall mean NPDES permit number AR0021750 issued to City pursuant to Section 402 of the Clean Water Act, 33 U.S. § 1342, and the Arkansas

Water and Air Pollution Control Act, Ark. Code Ann. § 8-4-10, *et seq.*, for the Massard POTW and any future extended, modified or reissued permit;

ll. "Massard WWTP" shall mean the publicly owned treatment works that is owned and operated by City and that is located in Fort Smith with an address of 1609 North 9th Terrace, Barling, Arkansas;

mm. "MGD" or "mgd" shall mean million gallons per day;

nn. "Month" shall mean one calendar month running from a numbered day to the same numbered day of the following calendar month, regardless of whether the particular month has 28, 29, 30 or 31 days. If a triggering event would occur on a day of the month that does not exist (for example, February 30), then the event shall be due on the first day of the following month (for example March 1);

oo. "NASSCO" shall mean the National Association of Sewer Service Companies;

pp. "P Street Permit" shall mean NPDES permit number AR0033278 issued to City pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342, and the Arkansas Water and Air Pollution Control Act, Ark. Code Ann. § 8-4-10, *et seq.*, for the P Street POTW and any future, extended, modified or reissued permit;

qq. "P Street WWTP" shall mean the publicly owned treatment works that is owned and operated by City and that is located at 13 North P Street in Fort Smith, Arkansas;

rr. "PACP" shall mean the NASSCO Pipe Assessment and Certification Program;

ss. "Paragraph" shall mean a portion of this Decree identified by an Arabic numeral or a letter;

tt. “Parties” shall mean the City, the United States, and the State of Arkansas;

uu. “Pipe Segment” shall mean the portion of a Gravity Sewer Line extending from manhole to manhole;

vv. “Plaintiffs” shall mean the United States and the State of Arkansas;

ww. “Private Service Line” shall mean a sewer line which is not owned or operated by City, but which conveys wastewater from a building to a main line of the WCTS;

xx. “Private Service Line Release” shall mean any spill, release, or diversion of sewage from a Private Service Line to any location other than the WCTS caused solely by a blockage or other malfunction in that Service Line, even if the release does not reach Waters of the State or waters of the United States;

yy. “Pump Station” or “Pumping Station” shall mean facilities owned or operated by Fort Smith that contain pumps that lift wastewater from a lower to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of that Pump Station within the WCTS;

zz. “Recurring Private Service Line Release” shall mean a Private Service Line Release that has occurred within three (3) Years of a prior Private Service Line Release at the same location;

aaa. “Recurring SSO,” “Recurring Dry-Weather SSO,” and “Recurring Wet-Weather SSO.” A “Recurring SSO” shall mean any SSO that has occurred within three (3) Years of a prior SSO that occurred at the same location under any weather conditions (wet or dry). A “Recurring Dry-Weather SSO” shall mean an SSO that has occurred

during dry weather within three (3) Years of a prior SSO at the same location that also occurred during dry weather. A "Recurring Wet-Weather SSO" shall mean an SSO that has occurred during wet weather within three (3) Years of a prior SSO at the same location that also occurred during wet weather;

bbb. "Remedial Measures" shall mean spot repairs, trenchless sewer rehabilitation, sewer replacement, repair or reconstruction, and any other appropriate WCTS improvement technique for resolving condition deficiencies and/or capacity deficiencies in a particular system asset or group of assets within the WCTS, in accordance with **Appendix D** ("Remedial Determination Process"), that have caused or significantly contributed to previous SSOs, and/or, that are likely to cause or significantly contribute to future occurrence of SSOs;

ccc. "Sanitary Sewer Overflow" or "SSO" shall mean any spill, release, or diversion of sewage from the WCTS, including: (1) an overflow that results in a discharge to Waters of the State or waters of the United States, and (2) an overflow of wastewater, including a wastewater backup into a building or wastewater overflow onto private property, such as a Building/Private Property Backup (other than a backup caused solely by a blockage or other malfunction in a privately owned sewer or building lateral (*i.e.* a "Private Service Line")), even if that overflow does not reach Waters of the State or waters of the United States;

ddd. "Section" shall mean a portion of this Decree identified by a roman numeral;

eee. "Sewershed" shall mean a section of City's WCTS that is a distinct drainage or

wastewater collection area and designated as such by City for the P Street WWTP and the Massard WWTP;

fff. "State of Arkansas" or "State" shall mean the State of Arkansas acting on behalf of ADEQ;

ggg. "Sub-basin" shall mean a section of a Basin that is a distinct wastewater collection area and designated by Fort Smith as such;

hhh. "Subparagraph" shall mean a portion of this Consent Decree identified by a lower case letter followed by a period;

iii. "Tabulation" shall mean a document in a format containing text searchable cells or fields that is also sortable by data category;

jjj. "United States" shall mean the United States of America, acting on behalf of EPA;

kkk. "Wastewater Treatment Plant" or "WWTP" shall mean the Massard or P Street wastewater treatment plants and components thereof;

lll. "Wastewater Collection and Transmission System" or "WCTS" shall mean the sanitary sewer collection, retention and transmission systems for both the Massard WWTP Sewershed and the P Street WWTP Sewershed, including all pipes, Force Mains, Gravity Sewer Lines, Pump Stations, EQ Basins, manholes and appurtenances thereto, that are owned or operated by City at any time from the Date of Lodging of this Consent Decree until its termination under Section XXIV;

mmm. "Waters of the State" shall mean all streams, lakes, marshes, ponds, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies

of accumulations of water, surface and underground, natural and artificial, public or private, which are contained within, flow through, or border upon the State of Arkansas, or any portion of the State of Arkansas, as defined in Ark. Code Ann. §8-4-102(10); and

nnn. "Year" shall mean a twelve month period regardless of the beginning date. In the event a triggered event shall be due on a year ending date that does not exist (for example, February 29 in some years), then the event shall be due on the first day of the following month (for example, March 1).

V. COMPREHENSIVE REMEDIAL REQUIREMENTS

A. Introduction

9. The following nine Articles constitute the actions that City shall undertake or continue to undertake to achieve the Objectives of this Consent Decree, as stated in Section II. City shall implement all ongoing WCTS investigations, analyses, and Remedial Measures consistent with sound engineering practices, City's best professional judgment, industry standards, and the guidance manuals identified in this Section of the Consent Decree. Subject to the provisions of this Consent Decree, all actions required under Section V of this Consent Decree shall be completed no later than twelve (12) years after the Date of Lodging, except those ongoing actions identified under Section V, Article Seven ("Development of a Capacity, Management, Operation and Maintenance Program") that shall continue after termination of this Decree, under Section XXIV of this Consent Decree.

B. Article One: Sewer System Condition Assessments

10. City shall conduct Sewer System Assessments ("SSAs") for the Gravity Sewer Lines and manholes in the WCTS, as presented in the last column of **Appendix C** ("SSA Status"). The SSA activities shall identify structural defects and any other non-structural defects in the WCTS that have caused or significantly contribute to previous SSOs and/or that are likely to cause or significantly contribute to the future occurrence of SSOs. The SSAs on the Gravity Sewer Lines and manholes set forth in **Appendix C** shall be completed no later than eight (8) years from the Date of Lodging.

a. By the following dates, City shall have completed SSA activities on the following minimum number of unique miles of Gravity Sewer Lines:

Date	Total Miles
Within three (3) Years from the Date of Lodging	150
Within six (6) Years from the Date of Lodging	300
Within eight (8) Years from the Date of Lodging	All remaining Gravity Sewer Lines in accordance with **Appendix C;**

b. Further, in addition to meeting the dates in Subparagraph a., above, City shall perform SSA activities on no less than forty (40) unique miles of Gravity Sewer Lines in each Calendar Year, until completion of all SSA activities in accordance with **Appendix C**;

c. In counting the number of miles completed for purposes of this Paragraph 10, only SSA activities commenced or completed after the Date of Lodging may be included; and

d. City shall conduct SSA activities in accordance with Paragraphs 14 and 15 of this Decree, and the process presented in **Appendix A** to this Decree.

11. SSA activities and specific WCTS investigations shall be performed in accordance with applicable provisions of The Handbook: Sewer System Infrastructure Analysis and Rehabilitation, EPA/625/6-91/030; Existing Sewer Evaluation and Rehabilitation, WEF MOP FD 6, 3rd edition, 2009 (hereinafter "The Handbook"); A Guide to Short Term Flow Surveys of Sewer Systems, WRC Engineering (1987); the Code of Practice for the Hydraulic Modeling of Sewer Systems Version 3.001, December 2002, prepared by The Chartered Institution of Water and Environmental Management (CIWEM—formerly WaPUG): the National Association of Sewer Service Companies (NASSCO) "Manual of Practice," and sound engineering practice.

12. SSA activities and specific WCTS investigations in individual Basins and Sub-basins shall be prioritized taking into consideration:

a. The occurrence of dry-weather and wet-weather SSOs;

b. The nature and extent of customer complaints;

c. Previous and current flow monitoring studies;

d. Location of SSOs in low-income census tract areas;

e. The causes and applicable methods of eliminating SSOs;

f. Remedial Measures already undertaken or scheduled for implementation;

g. Field crew work orders; and

h. Other relevant information.

13. SSA activities in each Basin or Sub-basin shall begin with flow monitoring of the discharge(s) from that Basin or Sub-basin with concurrent rainfall measurement using a rain gauge located within the Basin or Sub-basin area tributary to the flow meter. Such flow and rainfall data gathered within two (2) years prior to conducting SSA activities may be utilized. All Gravity Sewer Lines in each Basin or Sub-basin shall be subject to the investigations specified under Subparagraphs 14.a. through 14.g. and 15.a. through 15.c. Such investigations shall be sufficient to determine the condition score of the Gravity Sewer Lines applying the NASSCO Pipe Assessment and Certification Program and the Manhole Assessment and Certification Program rating systems as set forth on pages 3 and 4 of **Appendix A** (hereinafter "NASSCO condition rating systems (as set forth in **Appendix A)**"), and to discover other defects that have caused or significantly contributed to previous SSOs or that are likely to cause or significantly contribute to the future occurrence of SSOs.

14. SSA activities in each Basin or Sub-basin for Small-Diameter Gravity Sewer Lines shall include the following:

a. Smoke-testing of all Small-Diameter Gravity Sewer Lines and tributary Private Service Lines, except those already scheduled for manhole-to-manhole internal lining or replacement;

b. Closed circuit television ("CCTV") inspection of all non-plastic Small-Diameter Gravity Sewer Lines;

c. Dyed-water testing with concurrent CCTV of all parallel storm sewers proximate and above each Pipe Segment that test positive from smoke-testing to attempt to identify the specific locations where dyed-water is entering the Pipe Segment;

d. External visual inspection from the public right-of-way during smoke-testing of buildings in the Basin/Sub-basin under investigation to attempt to ascertain the presence of downspouts and other private property storm water drains that are connected to the WCTS;

e. Inspection of all manholes;

f. CCTV inspection of all plastic Small-Diameter Gravity Sewer Lines constructed prior to Calendar Year 1995 and all other plastic Small-Diameter Gravity Sewer Lines for which visual pipe inspections or other WCTS investigations reveal defects; and

g. All other Small-Diameter Gravity Sewer Line and Private Service Line investigations that City deems necessary to locate the sources of I&I that cause or contribute to SSOs and/or condition defects in the WCTS. Use of any alternative WCTS investigation technique that City wishes to employ other than those specifically listed in Subparagraphs 14.a. through 14.f., including new technologies or methods, must be preapproved by EPA.

15. SSA activities in each Basin or Sub-basin for Large-Diameter Gravity Sewer Lines (except pipes installed after 1995 and those that are listed in **Appendix E1** or **Appendix E2**, if actually replaced) shall include the following:

a. Inspection of all Large-Diameter Gravity Sewer Lines using CCTV, 360-degree video, laser imaging or physical entry at City's option;

b. Inspection of all manholes; and

c. All other Gravity Sewer Line and Private Service Line investigations that City deems necessary to locate the sources of I&I that cause or contribute to SSOs and/or condition defects in the WCTS. Use of any alternative WCTS investigation technique that City wishes to employ other than those specifically listed in Subparagraphs 15.a. and 15.b., including new technologies or methods, must be preapproved by EPA.

16. The SSA activities performed in each Calendar Year pursuant to Paragraphs 10 through 15 shall be described in a Condition Assessment Report for that Calendar Year. The Condition Assessment Report for each Calendar Year shall be submitted in accordance with Section XX ("Notices") with the respective Annual Report for that Calendar Year as required and described under Section X ("Reporting") of this Consent Decree.

C. Article Two: Condition Remedial Measures

17. **Condition Remedial Measures from SSA Activities Conducted Prior to Date of Lodging.** The City shall remediate all defects in Basin 12 ranked 4 or 5 (applying the NASSCO condition rating systems (as set forth in **Appendix A**)) not later than twelve (12) years from the Date of Lodging. City shall submit a Remedial Measures Plan for Basin 12 with or before the first Annual Report. City shall address the remediation of defects discovered in Private Service Lines in the areas where SSAs were performed prior to the Date of Lodging through those SSA

efforts or as otherwise become known to the City in accordance with Paragraph 54. The Annual Report for each Calendar Year shall enumerate all Remedial Measures completed and the status of Private Service Line defect remediation efforts in that Calendar Year.

18. **Condition Remedial Measures from SSA Activities Performed after Date of Lodging.** Commencing no later than the day after the Date of Lodging, City shall conduct SSA activities on Basins and/or Sub-basins identified in **Appendix C**, in accordance with Article One of Section V. After completing the SSA activities and following the process presented in **Appendix D** for the period from the Date of Lodging through December 31, 2015, and for every Calendar Year thereafter, City shall develop a Remedial Measures Plan for all Pipe Segments and manholes discovered through that SSA to be rated 4 or 5 in accordance with the NASSCO condition rating systems (as set forth in **Appendix A**), and/or discovered to have other defects that have caused or significantly contributed to previous SSOs or that are likely to cause or significantly contribute to the future occurrence of SSOs. City shall submit that Remedial Measures Plan to EPA and ADEQ in accordance with Section XX ("Notices") for review and approval on or before March 31 of the second Calendar Year following the Calendar Year in which the SSA that identified the need for those Remedial Measures was performed. City may commence design and construction of Condition Remedial Projects identified prior to approval of the Remedial Measures Plan. All Remedial Measures enumerated in each Remedial Measures Plan shall be completed as soon as technically feasible, but no later than December 31st of the fourth Calendar Year following the Calendar Year in which the SSA that identified the need for those Remedial Measures was performed (for example, all defects required to be remediated and

identified in the SSA completed December 31, 2015, and reported in the Remedial Measure Plan submitted on March 31, 2017, shall be remediated no later than December 31, 2019). City shall address the remediation of defects discovered in Private Service Lines through SSA efforts or as otherwise become known to the City in each Calendar Year in accordance with Paragraph 54. The Annual Report for each Calendar Year shall enumerate all Remedial Measures completed and the status of Private Service Line defect remediation efforts in that Calendar Year. In determining the condition Remedial Measures, City shall:

a. Determine the condition score of all Pipe Segments in the study area for the SSA in question, using the NASSCO condition rating systems (as set forth in **Appendix A**), and shall provide this condition score information in tabular format to EPA and ADEQ; and

b. Determine the specific Remedial Measures required for each Pipe Segment and manhole identified under Subparagraph 18.a. above through application of the remediation decision process presented in **Appendix D.**

D. Article Three: Pump Station/Force Main Evaluation Report

19. City shall complete evaluations of all Pump Stations in the WCTS as described in **Appendix B** of this Consent Decree, and shall submit to EPA and ADEQ a report of its findings in accordance with Paragraph 22 and in accordance with Section XI ("Certification, Approval and Seal by Professional Engineer"). City shall document its progress toward completing these evaluations in the Annual Reports for 2015, 2016, and 2017 as required in Section X ("Reporting") of this Consent Decree. The purpose of these evaluations shall be to determine the

suitability, overall performance and condition of each Pump Station, and to identify Remedial Measures required at each Pump Station to achieve the Objectives of this Consent Decree as stated in Section II.

20. City shall conduct evaluations of all Force Mains in the WCTS as described in **Appendix B** of this Consent Decree and submit a report of its findings in accordance with Paragraph 22. City shall document its progress each Calendar Year toward completing these evaluations in the Annual Report for 2015, 2016, and 2017 as described under Section X ("Reporting") of this Consent Decree. The purpose of these evaluations shall be to determine the suitability, overall performance and condition of each Force Main, and to identify Remedial Measures required for that Force Main directed to achieve the Objectives of this Consent Decree as stated in Section II.

21. City shall provide dedicated alternative power supplies at all Pump Stations within the WCTS in accordance with the schedule included in **Appendix B**, and no later than December 31, 2018. City shall provide documentation regarding the completion of installation of alternative power supplies at all Pump Stations to EPA and ADEQ in accordance with Section XX ("Notices") with or before the Annual Report due on March 31, 2019.

22. City shall prepare and submit a Pump Station and Force Main Evaluation Report ("PS/FM Report") to EPA and ADEQ in accordance with Section XX ("Notices") with or before the Annual Report due on March 31, 2018, presenting its Pump Station evaluation efforts conducted under Paragraph 19 of this Article and its Force Main evaluation efforts conducted under Paragraph 20 of this Article. The Pump Station and Force Main evaluations presented in the PS/FM Report shall be subject to the review and comment requirements presented in Section

IX ("Deliverables and Review Process") and the reporting requirements presented in Section X ("Reporting") of this Consent Decree. The Pump Station and Force Main Remedial Measures presented in the PS/FM Report shall be subject to the review and approval requirements presented in Section IX ("Deliverables and Review Process") and the reporting requirements presented in Section X ("Reporting") of this Consent Decree. The PS/FM Report shall provide narratives, analyses, calculations, exhibits, and other supporting information as required to document the various Pump-Station/Force-Main evaluations, maintenance activities, and Remedial Measures undertaken and/or planned by City to achieve the Objectives of this Consent Decree as stated in Section II and shall include, but not be limited to:

a. A detailed description of each Pump Station, including station structure, pumping equipment, controls, Supervisory Control And Data Acquisition ("SCADA") system, primary power supply, dry-weather Critical Response Time, wet-weather Critical Response Time, and then present alternative power supply or emergency pumping capability;

b. The firm pumping capacity of each Pump Station with the largest pump out of service determined by field measurement, as compared to the peak wet-weather flow rate(s) in the Gravity Sewer Line(s) tributary to that Pump Station generated by the analysis rainfalls presented in Section V, Article Four ("Capacity Assessment and Hydraulic Modeling") and as compared to the hydraulic capacity of the Force Main to which the Pump Station discharges;

c. The results of the evaluation of each Pump Station;

d. The lightning strike protection equipment at each Pump Station;

e. All measures necessary to ensure compliance with the Water Environment Federation ("WEF") Manual of Practice FD-4 (1993), "Design of Wastewater and Storm Water Pumping Stations," including, but not limited to: increasing pumping capacity, altering Station configuration, maintaining adequate supplies of critical equipment or parts, improvements in maintenance practices, and/or providing additional alternative power and lightning strike-protection measures to minimize SSOs caused by Pump Station equipment failures and/or Pump Station outages due to loss of power;

f. Detailed descriptions of the capacity Remedial Measures, condition Remedial Measures, and/or operational improvements required at each Pump Station to achieve the Objectives of this Consent Decree as stated in Section II, and City's schedule for completing these Remedial Measures and/or operational improvements at each Pump Station;

g. An inventory listing each Force Main, and its construction material, age (or installation date), diameter, length, typical flow rates/velocities, and maintenance history of each Force Main;

h. A detailed summary of the condition of each Force Main, the method(s) used to determine that condition, and the relative risks and consequences of a failure of that Force Main; and

i. Detailed descriptions of the capacity Remedial Measures, condition Remedial Measures, and/or operational improvements required for each Force Main to achieve

the Objectives of this Consent Decree as stated in Section II and City's schedule for completing these Remedial Measures and/or operational improvements for each Force Main.

23. Pump Station and Force Main improvements and Remedial Measures identified in the PS/FM Report shall be completed in accordance with the schedule set forth in **Appendix B**. The City shall complete Group 1 Pump Station and Force Main improvements and Remedial Measures no later than December 31, 2021. The City shall complete Group 2 Pump Station and Force Main improvements and Remedial Measures no later than twelve (12) years from the Date of Lodging.

E. Article Four: Capacity Assessment and Hydraulic Modeling

24. City has designed and constructed some WCTS improvement projects to address wet-weather SSOs. City has identified additional capacity Remedial Measures projects based upon previously evaluated portions of the WCTS that are listed in **Appendix E1** ("Previously Identified Capacity-Related Remedial Measures Projects Already Budgeted") and **Appendix E2** ("Other Previously Identified Capacity-Related Remedial Measures Projects"). In an effort to further reduce I&I, convey flows to the WWTPs, and eliminate SSOs, City shall continue to carry out capacity assessments and other engineering analyses of the WCTS.

25. City shall update the hydraulic model of its WCTS no later than one (1) year from the Date of Lodging, to reflect ongoing Capacity Assessments, SSA activities and Remedial Measures implementation including, but not limited to, designed or completed capacity improvements within the Sunnymede Basin, the Zero Street Basin, and the Mill Creek Basin.

26. City shall continue to use XPSWMM 2011 by XP Solutions as the software platform for the computerized hydraulic model which City asserts that it has calibrated and verified as producing accurate results. The use of more recently released versions of this software or the use of alternative software platforms for the model will be at the sole discretion of City.

27. City shall submit a Hydraulic Model Update Report to EPA and ADEQ with or before the Annual Report due March 31, 2017, in accordance with Section XX (Notices), in which it describes how the hydraulic model was updated and confirms that all the requirements relating to the hydraulic model set forth in this Article Four have been met. City shall utilize this updated hydraulic model to identify Capacity Constraints in the WCTS that must be eliminated to achieve the Objectives of this Consent Decree.

28. City shall configure the updated WCTS hydraulic model to include all Pump Stations, all Force Mains, all EQ Facilities or other hydraulic control facilities, all Gravity Sewer Lines 10-inches and larger, and, all additional Gravity Sewer Lines as necessary to extend the hydraulic model at least one Pipe Segment upstream of the locations of Recurring Wet-Weather SSOs, and shall use best engineering judgment in determining which branch or branches upstream of said SSOs to include in the expanded hydraulic model.

29. City shall update, calibrate and verify the hydraulic model to accurately represent the WCTS utilizing currently accepted engineering procedures and, to the extent practical, the general guidelines established in the Code of Practice for the Hydraulic Modeling of Sewer Systems Version 3.001, December 2002, prepared by The Chartered Institution of Water and Environmental Management (CIWEM – formerly WaPUG). The calibration/verification process

shall be based upon not less than three data sets, including rainfall data, metered hydrographs and other WCTS flow data.

30. City shall utilize the updated hydraulic model to identify Capacity Constraints in the WCTS that must be eliminated to achieve the Objectives of this Consent Decree. In assessing the capacity of the WCTS, City shall run the hydraulic model using the following analysis rainfall amounts and intensity time-distributions in accordance with Technical Paper No. 40 dated May 1961 prepared by U.S. Department of Commerce Weather Bureau:

2-year/6-hour rainfall

5-year/6-hour rainfall

10-year/6-hour rainfall.

31. City shall submit to EPA and ADEQ in accordance with Section XX ("Notices") a Capacity Assessment Report of the WCTS based upon the results of the updated hydraulic model required under this Article Four ("Capacity Assessment and Hydraulic Modeling") with or before the Annual Report due on March 31, 2018. The Capacity Assessment Report shall be subject to the review and comment requirements in Section IX ("Deliverables and Review Process"), the reporting requirements in Section X ("Reporting"), and the Professional Engineer requirements in Section XI ("Certification, Approval and Seal by Professional Engineer") of this Consent Decree. This Report may incorporate City's update to its Wastewater Management Plan at City's option. The Capacity Assessment Report shall include, but is not limited to, the following:

a. A description of the hydraulic model, including the brand of model software and its capabilities;

b. Digitized map(s) and/or schematics that identify and characterize the portions of the WCTS (including Recurring SSO locations) included in the model;

c. Identification of input parameters, constraints, assumed values and outputs;

d. Written summary of activities undertaken to configure, calibrate and verify the hydraulic model;

e. Written discussions and legible map identifying the locations of the Capacity Constraints in the WCTS that are identified through the updated hydraulic model;

f. Maps depicting the locations where wet-weather SSOs are still expected to occur for each analysis rainfall listed under Paragraph 30 after all capacity improvements listed in **Appendix E1** ("Previously Identified Capacity-Related Remedial Measures Projects Already Budgeted") and the Pump-Station/Force-Main improvements developed under Article Three have been constructed; and

g. The hydraulic design criteria utilized by City for sizing new and replacement Gravity Sewer Lines, including but not limited to: the pipe roughness coefficient and the maximum percentage-full allowed in each Pipe Segment at the peak wet-weather flow rates generated by the analysis rainfalls presented in Paragraph 30. City's hydraulic design criteria shall be directed toward achieving the Objectives of this Consent Decree as stated in Section II.

F. Article Five: Capacity Remedial Measures Plan

32. After updating its hydraulic model and submitting the Capacity Assessment Report as required in Article Four ("Capacity Assessment and Hydraulic Modeling"), City shall prepare a Capacity Remedial Measures Plan and submit it to EPA and ADEQ in accordance with Section XX ("Notices") for review and approval before or with the Annual Report due on March 31, 2019. In the Capacity Remedial Measures Plan, City shall notify EPA and ADEQ which of the previously identified capacity-related projects listed in **Appendix E2** it shall construct and what additional projects, if any, beyond those listed in **Appendix E2**, it shall construct to achieve the Objectives of this Consent Decree as stated in Section II. The Capacity Remedial Measures Plan shall be subject to the review and approval requirements in Section IX ("Deliverables and Review Process") of this Consent Decree, and the reporting requirements in Section X ("Reporting") of this Consent Decree.

33. The Capacity Remedial Measures Plan shall provide narratives, analyses, calculations, exhibits, and other supporting information as required to document the various capacity Remedial Measures that have been or will be undertaken by City and shall include, but not be limited to:

a. Detailed descriptions and legible map(s) presenting:

   i. WCTS capacity Remedial Measures completed since Calendar Year 2000;

   ii. WCTS capacity Remedial Measures under construction as of the date of submittal of the Capacity Remedial Measures Plan; and

iii. WCTS capacity Remedial Measures currently planned as listed in **Appendix E1** and **Appendix E2**;

b. Hydraulic analyses of the capacity Remedial Measures included under this Article Five ("Capacity Remedial Measures Plan") comparing the sizing of each Measure to the hydraulic design criteria provided under Section V, Article Four ("Capacity Assessment and Hydraulic Modeling"), and Subparagraph 31.g. of this Consent Decree. All capacity Remedial Measures constructed after the Date of Lodging of this Consent Decree shall conform to the hydraulic design criteria provided under Section V, Article Four, Subparagraph 31.g.;

c. Detailed descriptions and legible map presenting all additional capacity Remedial Measures beyond those presented in **Appendix E2**, if any, determined to be required under Section V, Article Four ("Capacity Assessment and Hydraulic Modeling") of this Consent Decree to achieve the Objectives of this Consent Decree as stated in Section II;

d. Completion dates for the additional individual capacity Remedial Measures projects identified under Subparagraph 33.c. above, such that any additional Remedial Measures are completed no later than twelve (12) years from the Date of Lodging. City shall explain how it prioritized these projects based upon the risk and consequences of SSOs likely to occur until these capacity Remedial Measures are completed; and

e. City shall document its annual progress toward completing the capacity Remedial Measures identified in **Appendix E1**, **Appendix E2**, and Subparagraph 33.c. in each Calendar Year in the Annual Report for that Calendar Year, as described under Section X ("Reporting") of this Consent Decree.

G. Article Six: Capacity-Related Remedial Measures Projects Identified in Appendices E1 and E2.

34. Through the capacity assessments and SSA activities City has undertaken prior to the Date of Lodging, City has identified a series of capacity-related Remedial Measures that have not yet been completed. These Remedial Measures are presented in **Appendix E1** ("Previously Identified Capacity-Related Remedial Measures Projects Already Budgeted") and **Appendix E2** ("Other Previously Identified Capacity-Related Remedial Measures Projects"). City shall complete each Remedial Measure listed in **Appendix E1** not later than December 31st of the completion year for those Remedial Measures presented in **Appendix E1**. As part of the Capacity Remedial Measures Plan required under Section V, Article Five, City shall notify EPA and ADEQ if it determines that any of the capacity Remedial Measures projects listed in **Appendix E2** are not necessary and shall provide detailed explanations supporting elimination of any such project. Also as part of the Capacity Remedial Measures Plan required under Section V Article Five, City shall notify EPA and ADEQ of any changes in the project completion dates presented in Appendix E2; however, no project completion date may extend twelve (12) years past the Date of Lodging. City shall document its annual progress toward completing the capacity Remedial Measures presented in **Appendix E1** and **Appendix E2** in each Calendar

Year in the Annual Report for that Calendar Year as described under Section X ("Reporting") of this Consent Decree.

H. Article Seven: Development of a Capacity, Management Operation and Maintenance Program

35. Introduction: City shall prepare an effective WCTS Capacity, Management, Operation, and Maintenance Program ("CMOM Program") consistent with EPA's 2005 Guidance entitled "Guide for Evaluating Capacity, Management Operation and Maintenance Programs at Sanitary Sewer Collection Systems" and shall submit each component of the CMOM Program to EPA for review and approval no later than two (2) years from the Date of Lodging, except where a shorter submission date for a component is set forth in Paragraphs 37-56. All components of the CMOM Program shall be subject to the review and approval requirements presented in Section IX ("Deliverables and Review Process") of this Consent Decree and the reporting requirements presented in Section X ("Reporting") of this Consent Decree. City shall coordinate the implementation of this CMOM Program with the other requirements of Section V.

36. **WCTS Maintenance Activities until Full CMOM Implementation:** From the Date of Lodging until the date EPA approves a component of the CMOM Program as required by Paragraph 35 above, City shall, to the extent technically feasible utilizing its then current Utility Department workforce and maintenance fleet, manage that component of its CMOM Program consistent with EPA's 2005 Guidance entitled "Guide for Evaluating Capacity, Management Operation and Maintenance Programs at Sanitary Sewer Collection Systems."

37. **FOG Control Program Component:** The CMOM Program shall include a Fats/Oils/Grease ("FOG") Control Program. The City's plan for FOG Control shall be submitted within twenty four (24) months from the Date of Lodging. Upon EPA approval of the FOG Control plan, the City shall implement the approved plan. The FOG Control Program shall incorporate, at a minimum, the following:

a. A demonstration that City possesses adequate legal authority, through ordinances or otherwise, to control the discharge of FOG into the WCTS from all FOG Generators, including the authority to implement a permit and enforcement program for these sources;

b. A list of current FOG Generators, including a description of their FOG-generating processes and estimated average daily discharge by weight/volume or allowable discharge concentration at the City's option; and annual updating of this list;

c. Standards for the sizing and installation of FOG Control Devices;

d. FOG Control Device management, operations and maintenance standards (best management practices) that address FOG Control Device operation, onsite record-keeping requirements, cleaning frequency, cleaning standards, use of additives, and ultimate disposal of captured FOG materials in accordance with applicable State law, if any;

e. FOG Control Device installation inspection protocols, including scheduling, inspection report forms, and inspection record keeping requirements;

f. A program requiring periodic unannounced sampling and inspections of all FOG Control Devices in operation. In conducting unannounced inspections of FOG Control Devices located inside buildings, the City may schedule such inspections so as to avoid unreasonable disruption to business operations. The Program shall include tiered sampling/inspection frequencies based upon FOG generation rates, FOG Control Device cleaning schedules, and history of FOG violations; however, sampling and inspection of each FOG Control Device shall be performed not less often than once every two years. This program shall also include FOG compliance inspection protocols, including scheduling, inspection report forms, and inspection record-keeping requirements that encourage FOG Generators to manage, operate and maintain FOG Control Devices in accordance with nationally-recognized best management practices for limiting the adverse impacts of FOG discharges on wastewater collection and treatment facilities;

g. A requirement that the FOG Generators keep records regarding the transportation, storage and ultimate disposal of collected FOG materials;

h. An enforcement program, including specific and tiered enforcement mechanisms, directed at achieving FOG Generators' compliance with the FOG Control Program;

i. A compliance assistance program to facilitate training of FOG Generators in the proper operation of FOG Control Devices, use of the FOG disposal records system required under Subparagraph 37.g., and other activities required under City's FOG Control Program;

j. A public education program directed at reducing the amount of FOG entering the WCTS from FOG Generators and residences, including single-family homes, multi-family homes, and apartments, consisting at a minimum of the following elements:

   i. Distributing informational FOG door hangers to residents living immediately upstream of each grease SSO after such an event;

   ii. Annually preparing and distributing FOG information or inserts with sewer bills so that it is visible to reader;

   iii. Preparing and maintaining a FOG education information page(s) on its website; and

   iv. Evaluating and implementing the most appropriate methods of educating high density residential dwelling (*i.e.* apartment buildings and condominium and townhome complexes) occupants of the impacts of FOG on the sewer system.

k. City staffing (technical, legal and administrative) and equipment for effective implementation and ongoing operation of the FOG Control Program;

l. A demonstration that industrial users that generate FOG are adequately monitored and inspected to ensure that these industrial users comply with their pre-treatment permits;

m. Coordination by the City to ensure that all FOG Generators and all establishments covered by the industrial user program are monitored; and

n. Performance indicators that will be used by City to measure the effectiveness of the FOG Control Program.

38. **FOG Program Reporting:** City shall report the FOG Control Program activities performed in each Calendar Year in the Annual Report for that Calendar Year as described under Section X ("Reporting") of this Consent Decree.

39. **Root Control Program Component:** The CMOM Program shall include a Root Control Program, which shall be submitted for review and approval no later than twelve (12) months from the Date of Lodging. Upon EPA approval, the City shall implement the approved plan. The Root Control Program shall incorporate, at a minimum, the following:

a. Methods for identifying when roots are the primary or contributing cause of an SSO;

b. A plan for the reactive removal of root intrusions when City determines that roots were the cause or a contributing cause to a SSO;

c. A plan for proactively preventing root intrusion from causing or contributing to SSOs, whether by use of chemicals or by physical means, particularly in those Pipe Segments where root intrusions have occurred in the past;

d. A plan for repairing or replacing Pipe Segments that have been damaged by roots; and

e. A plan for notifying private property owners whenever City obtains information that roots in Private Service Lines have apparently caused or contributed to the occurrence of a Private Service Line Release and a procedure for addressing defects in Private Service Lines in accordance with the Private Service Line Defect Remediation Program in Paragraph 54.

40. **Root Control Program Reporting:** City shall report the Root Control Program activities performed in each Calendar Year in the Annual Report for that Calendar Year as described under Section X ("Reporting") of this Consent Decree.

41. **Gravity Sewer Line Cleaning Component:** The CMOM Program shall include a Gravity Sewer Line Cleaning Program. The City's plan for Gravity Sewer Line Cleaning shall be submitted for review and approval no later than twelve (12) months from the Date of Lodging. Upon EPA approval, the City shall implement the approved plan. For the purposes of this Paragraph 41, cleaning is defined as removal from the gravity sewer system of FOG, debris, roots and/or any other obstructions that have caused or significantly contributed to previous SSOs; and/or, that are likely to cause or significantly contribute to the future occurrence of SSOs. The Cleaning Program shall incorporate, at a minimum, the following:

a. **A Targeted Cleaning Program for Pipe Segments with Frequent Blockages**. City shall continue its targeted cleaning program in the areas of recurring blockages and/or Recurring Dry-Weather SSOs employing cleaning frequencies required to prevent SSOs based on historical SSO information, CCTV investigations, customer complaints, FOG Program findings when available, and previous sewer cleaning investigations. The CMOM Program shall provide the criteria City uses to place a Pipe Segment in this program, the rationale for the initial frequency of cleaning chosen, and the methodology used for changing cleaning frequencies; and

b. **A Small-Diameter Gravity Sewer Line Cleaning Program.** The City shall implement a system-wide proactive cleaning program whereby it cleans all Small-

Diameter Gravity Sewer Lines in the WCTS at least once every eight (8) Calendar Years. City shall clean a minimum of ten (10) percent of the length of Small-Diameter Gravity Sewer Lines in the WCTS per Calendar Year. However, if City cleans more than ten (10) percent of the length of Small-Diameter Gravity Sewer Lines in one Calendar Year (such as 2016) it may "bank" or count the excess length that was cleaned in that Calendar Year (2016) towards meeting the ten (10) percent annual minimum cleaning requirement in the following Calendar Year (2017), and only the following Calendar Year. Multiple cleanings of the same Pipe Segments may not be counted more than once in any Calendar Year. In calculating its conformance with the ten (10) percent minimum annual cleaning requirement, and provided that there is no double-counting of the same pipe segment (as explained in the preceding sentence), City may include all Gravity Sewer Lines cleaned pursuant to Section V Article One of this Consent Decree and as follows:

i. The targeted cleaning program;

ii. SSA activities;

iii. CCTV inspections;

iv. Root removal operations;

v. CMOM CSSA Program activities;

vi. All other WCTS cleaning services for any purpose, whether performed by City crews, Consultants or Contractors; and

vii. Should City desire to use an emerging technology to evaluate whether Pipe Segments need to be cleaned (such as SL-RAT), it may seek permission from EPA to use such technologies. If EPA approves, then City may commence utilizing such technologies upon approval.

c. **Large-Diameter Gravity Sewer Line Cleaning Program**. City shall clean all Large-Diameter Gravity Sewer Lines on a ten (10)-year cycle as warranted. City shall clean each Large-Diameter Gravity Sewer Line Pipe Segment that City determines, based upon inspection results and other analyses, to have buildups of FOG, grit, debris, roots or other materials in any part of that Pipe Segment that obstruct greater than twenty (20) percent of the pipe diameter. By the following dates, City shall have completed cleaning activities on the following minimum number of unique miles of Large-Diameter Gravity Sewer Lines:

Date	Total Miles
Three (3) Years from Date of Lodging	8
Six (6) Years from Date of Lodging	16
Ten (10) Years from Date of Lodging	All remaining miles of Large-Diameter Gravity Sewer Lines.

42. **Cleaning Program Reporting:** City shall report the WCTS Cleaning Program activities performed in each Calendar Year in the Annual Report for that Calendar Year as described under Section X ("Reporting") of this Consent Decree.

43. **Continuing Sewer System Assessment Program Component:** The CMOM Program shall include a Continuing Sewer System Assessment Program ("CSSA"). The City's plan for

the CSSA shall be submitted within twenty-four (24) months from the Date of Lodging. This Program shall begin following the completion of all SSA activities as described under Section V, Article One of this Consent Decree. Sub-basins 10-4, 22-2, and 22-4 as identified in the SSA reports listed by City under Section V, Article One ("Sewer System Condition Assessments"), Paragraph 10 shall be the first priority for CSSA activities. CSSA activities shall include periodic CCTV, manhole inspection, and other investigations. Further, any Remedial Measures identified as a result of this ongoing CMOM CSSA Program shall be developed in accordance with **Appendix D** ("Remediation Determination Process"). City shall address the remediation of defects discovered in Private Service Lines through CSSA efforts or as otherwise become known to the City in accordance with Paragraph 54. CSSA activities performed, the respective WCTS Remedial Measure completed, and the status of Private Service Line remediation efforts in each Calendar Year shall be presented in the Annual Report for that Calendar Year as described in Section X ("Reporting") of this Consent Decree.

44. The CSSA Program shall include, but not be limited to:

a. CCTV inspection of non-plastic Small-Diameter Gravity Sewer Lines not less frequently than once every twelve (12) Years;

b. CCTV inspection of plastic Small-Diameter Gravity Sewer Lines, fully CIPP-lined non-plastic Small-Diameter Gravity Sewer Lines and all Large-Diameter Gravity Sewer Lines not less frequently than once every twenty (20) Years;

c. Visual manhole inspection not less frequently than once every eight (8) Years; and

d. All other system investigations deemed necessary by City to assure continued operation of the WCTS in accordance with the Objectives of this Consent Decree.

45. **Continuing Pump Station and Force Main Evaluation and Maintenance Program:** The CMOM Program shall include a Continuing Pump Station and Force Main Evaluation and Preventive Maintenance Program. The City's plan for continuing pump station and force main evaluation shall be submitted within twenty-four (24) months from the Date of Lodging. This program shall be conducted at least once every five (5) Calendar Years, beginning in Calendar Year 2023. Pump Station and Force Main evaluations and preventive maintenance activities performed in each Calendar Year shall be described in the Annual Report for that Calendar Year as described in Section X ("Reporting") of this Consent Decree. The Program shall incorporate, at a minimum, the following:

a. Continuing evaluation of Pump Station performance and capacity considering future growth of City;

b. A Routine Pump Station Operations Program to ensure proper Pump Station operation to prevent Pump Station failures, which shall include, at a minimum:

i. Procedures for reading and recording information appropriate to each Pump Station including, as applicable, pump run-time meter readings, start counters, amperage readings, checking and resetting conditions, wet-well points, grease accumulations and any other information that is necessary for the proper operation of a Pump Station;

ii. Standard inspection routes and schedules such that Pump Stations having firm capacities greater than five (5) MGD and those Pump Stations without SCADA shall be inspected daily, and all other Pump Stations shall be inspected no less often than two (2) times per week; and

iii. Standard forms, records and performance measures to be incorporated into the City's IMS.

c. An Emergency Pump Station Operations Program that shall establish written emergency operating procedures in the event of Pump Station failure and shall include, at a minimum, the following:

i. Applicable manufacturers' representative emergency contact information;

ii. Operational procedures for activating and deactivating auxiliary power systems at each Pump Station;

iii. Location(s) of portable pumping and power generating equipment;

iv. Guidance for installing portable pumps during high flow periods;

v. Applicable contingency plans to prevent the occurrence of SSOs from the tributary WCTS; and

vi. Standard forms, records and performance measures to be incorporated into the City's IMS.

d. A Pump Station Preventive Maintenance Program that shall establish all standard procedures for the monitoring of Pump Station performance and schedules for preventive maintenance and equipment replacement required to achieve the

Objectives of this Consent Decree as stated in Section II. In addition, the Pump Station Preventive Maintenance Program shall also include the following evaluations:

i. Evaluation of dry-weather and wet-weather Critical Response Time of each Pump Station;

ii. Evaluation of the general condition of each Pump Station based upon physical inspection and recent operating/mechanical failure history over not less than the previous three (3) Calendar Years;

iii. Evaluation of the adequacy of station design and equipment for peak wet-weather wastewater flow conditions anticipated within the next five (5) Years, including redundancy of pumps, of the electrical power supply, and of the other equipment installed; and

iv. Evaluation of staffing and equipment required to take corrective action within the dry-weather and wet-weather Critical Response Times calculated for each Pump Station to prevent the occurrence of SSOs from tributary Gravity Sewer Lines and manholes.

46. **Continuing Capacity Assurance Program:** The CMOM Program shall include a Continuing Capacity Assurance ("CCA") Program. The City's plan for CCA shall be submitted within twenty-four (24) months from the Date of Lodging. The CCA Program shall be conducted at least once every five (5) Calendar Years, beginning ten (10) Years from the Date of Lodging. The CCA Program activities performed in each Calendar Year shall be described in the Annual Report for that Calendar Year in accordance with Section X ("Reporting") of this

Consent Decree. The capacity Remedial Measures identified in each Calendar Year through CCA Program activities required to achieve the Objectives of this Consent Decree as stated in Section II shall also be presented in the Annual Report for that Calendar Year.

a. The CCA Program shall include at a minimum:

    i. All Gravity Sewer Lines ten (10) inches and larger;

    ii. All Pump Stations;

    iii. All Force Mains;

    iv. All Equalization Facilities and other flow control facilities; and

    v. All other WCTS components included in previous capacity assessment efforts conducted by City.

b. The CCA Program shall be coordinated with the Capacity Assessment activities completed under Article Four ("Capacity Assessment and Hydraulic Modeling") of this Consent Decree and capacity Remedial Measures activities conducted under Section V, Article Five ("Capacity Remedial Measures Plan") of this Decree.

c. CCA activities shall be performed in accordance with Section V Article Four ("Capacity Assessment and Hydraulic Modeling") of this Consent Decree considering:

    i. All WCTS Remedial Measures identified through the condition and capacity Remedial Measures projects that are required to achieve the Objectives of this Consent Decree as stated in Section II;

    ii. Continuing Pump Station and Force Main Evaluations;

iii. Anticipated population growth in the WCTS service area not less than ten (10) Calendar Years after the date when each CCA cycle is initiated;

iv. SSO reports and other WCTS operational complaints;

v. Citizen complaints; and

vi. WCTS maintenance records.

47. **SSO Reporting Component:** The CMOM Program shall include SSO Documentation and SSO Reporting Requirements. City shall submit its plan for SSO Documentation and Reporting within twelve (12) months from the Date of Lodging. Upon approval, City shall implement the approved plan. City shall report all SSOs in the WCTS regardless of where the SSO occurred or whether the SSO occurs during wet weather or dry weather. SSO Reporting shall include at a minimum:

a. Immediate SSO Reporting. All SSOs shall be reported to both EPA and ADEQ utilizing ADEQ's Sanitary Sewer Overflow (SSO) Online Report system, available on ADEQ's website, within twenty-four (24) hours of when City first became aware of the SSO. In instances where the ADEQ online reporting system is not available, City shall meet the immediate reporting requirement by submission to ADEQ's Enforcement Branch of the Water Division by facsimile using a printed version of ADEQ's online report form, or a form which presents the ADEQ required information in essentially the same format. In instances where the ADEQ online reporting and ADEQ facsimile reporting are not available, City shall report to

ADEQ's Enforcement Branch of the Water Division on or before the next business day by telephone;

b. Monthly Reporting Requirements. With City's Monthly Discharge Monitoring Reports ("DMRs"), City shall continue to provide printed copies to EPA of all Immediate SSO Reports submitted to ADEQ during that reporting period, directed to 6EN-WC-Water Enforcement and to ADEQ, directed to NPDES Enforcement Section, Water Division; and

c. Annual Reporting Requirements. City shall submit a Tabulation of the SSOs occurring in each Calendar Year as part of the Annual Report for that Calendar Year in accordance with Section X ("Reporting") of this Consent Decree.

48. **SSO Emergency Response Program Component:** The CMOM Program shall include a Sanitary Sewer Overflow Emergency Response Program ("OERP"). The City's plan for OERP shall be submitted within twelve (12) months from the Date of Lodging. Upon approval, City shall implement the approved plan.

a. The execution of the OERP shall, at a minimum, result in:

i. All SSOs being responded to and halted as rapidly as technically feasible, consistent with safety and other legal requirements;

ii. SSO mitigation measures being employed whenever appropriate to minimize human health and environmental risks;

iii. Appropriate steps being implemented to prevent SSO recurrence; and

iv. Timely and complete reporting of all SSOs in accordance with the SSO reporting requirements presented in Paragraph 47 of this Consent Decree.

b. Regarding the response procedures for SSOs, the OERP shall include at a minimum:

i. An adequate methodology for estimating the volume of SSOs, including but not limited to, using the earliest start time when City learned of the SSO and using the known end time of the SSO;

ii. A description of the methods City shall use, when required by a permit or applicable law, to notify the public (through the local news media or other means, including signs or barricades to restrict access) or any applicable governmental authorities of the occurrence of an SSO;

iii. A detailed description of the steps to be taken to minimize the volume and/or duration of the SSO;

iv. A description of City's follow-up process for SSO cleanup;

v. A description of the WCTS investigation efforts that City shall perform to determine the cause(s) of each SSO after its cessation. Investigations shall commence as soon as technically feasible, but not later than seven (7) Days after cessation of the SSO. No WCTS investigations are required for Recurring Wet-Weather SSOs if City believes they are caused solely by previously-documented Capacity Constraints in the Pipe Segments downstream from the SSO locations, and if no sewer system cleaning or other maintenance activities were required to stop the prior SSOs at that location;

vi. A description of response procedures for SSOs that occur at Pump Stations or Force Mains. In the event that a repair at a Pump Station or Force Main may cause or lengthen the time of an SSO, the OERP shall provide a procedure for determining when a wastewater pump-around is required;

vii. A provision that the IMS maintain records on SSOs for a minimum of ten (10) Years after their occurrence; and

viii. A detailed plan describing the procedures that City shall follow in responding to a Building/Private Property Backup, including:

1. The timeframe objectives for responding to calls reporting potential backups;
2. The process used to determine whether a reported backup was caused by conditions in the Private Service Line or in the WCTS into which the Private Service Line connects;
3. The methods for communicating with customers about how and where to report potential backups;
4. A description of the methods for communicating with customers the results of City's investigation into whether the backup was caused by conditions in a Private Service Line or whether the backup was a Building/Private Property Backup; and

5. A description of the methods for communicating with customers about how to obtain clean up support from City if City determines that a backup was a Building/Private Property Backup.

49. **OERP Reporting:** City shall submit a Tabulation of the OERP activities performed in each Calendar Year as part of the Annual Report for that Calendar Year in accordance with Section X ("Reporting") of this Consent Decree.

50. **Information Management System:** The CMOM Program shall include City's plan for modifying City's Information Management System ("IMS") for tracking of operation/maintenance efforts in response to SSOs, for reporting of SSO occurrences to regulatory agencies and the public, for stopping SSOs, and for implementing corrective actions to prevent future SSOs. The City's plan for modifying its IMS shall be submitted within twenty-four (24) months from the Date of Lodging. Upon approval, City shall implement the approved plan. Within five (5) years from the Date of Lodging, City shall have functionally completed the integration of its electronic work order system and its Graphical Information System ("GIS") with the IMS for the WCTS.

51. City's IMS shall be capable of producing lists and descriptions of service requests and/or complaints from customers or others regarding SSOs that occur and the actions taken by City to stop those SSOs during each Calendar Year until termination of this Consent Decree. City shall maintain in its records (electronically or otherwise), and on the City's IMS, information on all CMOM-related WCTS investigations, assessments, construction of Remedial Measures, and

other WCTS maintenance activities for a minimum of ten (10) Years after those activities are completed.

52. City shall submit a narrative of the IMS improvement activities performed in each Calendar Year as part of the Annual Report for that Calendar Year in accordance with Section X ("Reporting") of this Consent Decree.

53. **Standard Operating Procedures Component:** The CMOM Program shall include a plan and schedule for developing Standard Operating Procedures ("SOPs") for general operation and maintenance of all components of the WCTS, including Gravity Sewers, manholes, Pump Stations, Force Mains, and all other major ancillary facilities. The City shall submit its plan for SOPs within eighteen (18) months from the Date of Lodging. Upon approval, City shall implement the approved plan. SOPs shall include all major work tasks required for the successful operation and maintenance of WCTS components including, but not limited to:

a. Gravity Sewer Line and manhole cleaning and routine maintenance;

b. Gravity Sewer Line CCTV and other internal inspections, including application of a nationally-recognized infrastructure condition scoring system that objectively rates the relative severities of the defects discovered;

c. Manhole inspections, including application of a nationally-recognized infrastructure condition scoring system that objectively rates the relative severities of the defects discovered;

d. Gravity Sewer Line and manhole construction, renewal, rehabilitation and repair performed by City crews;

e. Pump Station general inspection, specific component inspection and testing, routine maintenance, and long-term maintenance to prevent Pump Station failures. Pump Station components include, but are not limited to: pumps, motors, engines, flow control valves, check valves, operating controls, electrical systems, SCADA systems and emergency power systems;

f. Pump Station operational procedures, including adjustment/calibration of pump controls and operation of the alternate power system;

g. Force Main and ancillary component inspection, routine maintenance and long-term preventive maintenance. Force Main ancillary components include, but are not limited to: check valves, flow control valves, air release valves, and vacuum breakers;

h. WCTS ancillary component inspection, routine maintenance, and long-term preventive maintenance. WCTS ancillary components include, but are not limited to: flow splitting/combining structures and equipment, flow control devices, flow measurement devices, and EQ Facilities; and

i. All major work tasks required under the OERP for responding to and resolving SSOs and blockages in Gravity Sewer Lines, SSOs as a result of Pump Station malfunctions and/or hydraulic overloading, and SSOs resulting from Force Main failures.

54. **Private Service Line Defect Remediation Program Component**. The CMOM Program shall include a Private Service Line Defect Remediation Program to encourage Private Service Line owners to remediate Private Service Line defects that are sources of I&I and/or

otherwise contribute to SSOs that have been discovered by the City through its SSA activities, CSSA activities, and other WCTS operation/maintenance efforts. The City's plan for the Private Service Line Defect Remediation Program shall be submitted within twenty-four (24) months from the Date of Lodging. Upon approval, the City shall implement the approved plan. This Program shall include, at a minimum:

a. A demonstration that City already possesses adequate legal authority, through ordinances or otherwise, to require owner(s) to repair, rehabilitate, replace, or take other appropriate action to prevent Private Service Lines from contributing I&I to the WCTS that could cause or contribute to SSOs;

b. An escalating notification process in which City shall notify owner(s) of defective Private Service Lines of their obligation to prevent the Private Service Line from contributing I&I to the WCTS that could cause or contribute to SSOs;

c. An escalating penalty system to encourage owner(s) to expeditiously remediate defective Private Service Lines, including the right to discontinue sewer/water service for failure to comply with remediation orders within the time limits specified in those orders subject to the property owner's due process rights under local, State and Federal law; and

d. A requirement that remediation of defects identified after the Date of Lodging shall be completed as rapidly as technically feasible, but no later than thirty (30) months after the discovery of the defective Private Service Lines contributing I&I to the WCTS that could cause or contribute to SSOs, unless the owner of the Private Service

Line in question qualifies for the SEP program described in **Appendix F**, in which case the defect shall be remedied within the first six (6) years of implementation of the SEP.

55. **Comprehensive Training Program Component:** The CMOM Program shall include a Comprehensive Training Program ("CTP") for technical and skills training for appropriate categories of the City's employees. The City's plan for CTP shall be submitted within eighteen (18) months from the Date of Lodging. Upon approval, the City shall implement the approved plan. The training shall be directly related to operation and maintenance of the sanitary sewer collection system for the purpose of responding to and preventing SSOs. Technical and skills training shall be devised to achieve the Objectives of this Consent Decree as stated in Section II. The CTP shall include at a minimum:

a. A list and description of the categories of employees who will be provided training in specific topics related to SSO prevention and response measures that can be addressed through operation and maintenance of the collection system, with specific training commensurate with the specific job responsibilities of each category of employee;

b. A list and description of the topics to be covered in technical and skills training for each relevant category of employee, including where appropriate: training on sewer cleaning, FOG inspection, collection system inspection, collection system repair, replacement and rehabilitation techniques, data collection, information management, reporting and recordkeeping necessary to implement the City's CMOM Program.

c. A list of City employee training categories and description of the technical and skills training to be covered for each relevant category of employee;

d. A description of how the training relates to any applicable employee certification required by State or Federal law; and

e. A description of the record keeping system of employee technical training, skills training and safety training (whether on-the-job, or otherwise).

56. **Inventory Management System:** The CMOM Program shall include an Inventory Management System for all spare parts and equipment components required for the prevention of SSOs and continued operational viability of the WCTS. The City shall submit a written demonstration of its completed Inventory Management System within twenty-four (24) months of the Date of Lodging. City shall prepare a written summary of the activities performed in each Calendar Year directed toward improving its Inventory Management System in the Annual Report prepared for that Calendar Year in accordance with Section X ("Reporting") of this Consent Decree. The Inventory Management System shall include at a minimum:

a. An inventory control system for tracking spare parts usage, prioritizing spare parts purchase and stockpiling, and generating reports on spare parts inventory control;

b. A system for vehicle fleet preventive maintenance and replacement that maximizes the availability of City vehicles and equipment for WCTS operation and maintenance activities; and

c. A listing of sources of rental and loaner vehicles and equipment available for City use during times of emergency or when City vehicles and/or equipment are out of service.

I. Article Eight: Assessment and Remediation Plan for Effluent Limit Exceedances at the Massard WWTP and P Street WWTP

57. EPA reviews of DMR data for Calendar Years 2011-2013, and January-June 2014 indicate that City reported several effluent limit exceedances for both of its NPDES permits. At the P Street Plant (AR0033278), City reported exceedances of effluent limits for the following parameters: pH, ammonia nitrogen, fecal coliform, and total suspended solids. At the Massard Plant (AR0021750), City reported exceedances of effluent limits for the following parameters: pH, total suspended solids, ammonia nitrogen, and fecal coliform. City shall determine the root causes of these exceedances, identify the appropriate remedial measures to correct these root causes, and implement the remedial measures for each of the WWTPs in accordance with the following:

a. Perform an assessment of exceedances at the WWTPs to determine the root causes of such exceedances and identify appropriate remedial measures to correct these root causes;

b. Develop a remedial action plan for effluent limit exceedances at each WWTP based upon the findings of the assessment of exceedances to implement the remedial measures identified. The assessment findings and remedial action plan for each WWTP shall be submitted to EPA and ADEQ for review and comment no later than eighteen (18) months from the Date of Lodging;

c. Upon receipt of each remedial action plan for WWTP effluent limit violations, EPA and ADEQ shall review the plans and may provide comments to City in accordance with Section IX ("Deliverables and Review Process") of this Consent Decree;

d. Implement all operational changes recommended in the plans as soon as technically feasible, but no later than six (6) months after submission of the plans;

e. Complete the recommended remedial actions, if any, at the P Street WWTP and interim remedial actions at the Massard WWTP as soon as technically feasible, but not later two (2) years after submission of the remedial action plan(s); and

f. Complete any long-term remedial actions required at the Massard WWTP to meet permit limits as soon as technically feasible, but not later than seven (7) Years from the Date of Lodging.

J. Article Nine: Schedule Reconsideration Based on Financial Circumstances.

58. The schedule for completion of all Remedial Measures under Articles Two, Three, Five, Six and Eight of Section V of this Consent Decree shall be as expeditious as practicable, but no later than twelve (12) years from the Date of Lodging, unless the City demonstrates in an updated Financial Capability Assessment (to be submitted on or before six (6) years from the Date of Lodging), that the expected per household cost of complying with Section V of this Consent Decree for the period ending twelve (12) Years after the Date of Lodging will cause City's cost per household to exceed two and one-half (2.5) percent of the Median Household Income ("MHI") for City's entire service area, calculated using EPA's "Combined Sewer Overflows Guidance for Financial Capability Assessment and Schedule Development," EPA 8320B-97-004, published February 1997 ("EPA's Financial Capability Assessment Guidance"). The City shall have only one opportunity to submit an updated Financial Capability Analysis under this Article Nine.

59. The deadlines for submission of the components of the CMOM Program as set forth in Article Seven, and the deadlines for implementing those components, shall not be subject to a request for an extension under this Article Nine.

60. The request for an extension of the schedule for completing Remedial Measures shall be provided at the same time as the updated Financial Capability Assessment, and must include a demonstration, complete with supporting documentation, that:

a. The Residential Indicator exceeds two and one-half (2.5) percent when calculated in accordance with EPA's Financial Capability Assessment Guidance as modified by the requirements in Paragraphs 61 and 62 below;

b. A description of each Remedial Measure requirement under Articles Two, Three, Five, Six or Eight of Section V, and its associated approved deadline, for which City seeks an extension;

c. Each requested deadline extension is as short as reasonably possible, but in no event exceeds five years from the deadline approved by EPA for the Remedial Measure(s) in question; and

d. In no event may a request for an extension under this Article Nine result in any deadline for completing any Remedial Measure, or any other obligation under this Consent Decree, to extend beyond seventeen (17) years from Date of Lodging.

61. To determine City's MHI as required by Paragraph 60, City shall use the most current MHI data from either the Federal Census or the American Community Survey ("ACS"),

whichever is most current. If the ACS data is most current, the three-year estimate of MHI provided in the ACS data should be used.

62. To calculate and determine City's Residential Indicator at the time a schedule extension request is submitted, City shall use the following inputs:

a. Current wastewater and sewer annual operation and maintenance expenses calculated as total expenses less depreciation in City's Comprehensive Annual Financial Report ("CAFR") for the most recent year, but only if the CAFR accurately states City's operation and maintenance expenses. If City's CAFR for the most recent year does not accurately state its operation and maintenance expenses, City shall calculate and determine this input with appropriate accounting records, including source documents, and submit to the United States copies of the accounting records and source documents.

b. Current wastewater and sewer annual debt service calculated as the total principal and interest payments on bonds and notes from the financing activities section of the cash flow statement in City's CAFR for the most recent year, but only if the CAFR accurately reflects the principal and interest payments. If City's CAFR for the most recent year does not accurately state its principal and interest payments, City shall calculate and determine this input with appropriate accounting records, including source documents, and shall submit to the United States copies of the accounting records and source documents;

c. Reasonable documented engineering estimates projecting the increase in operation

and maintenance expenses expected after completing all Remedial Measures as expressed in value of dollars for the year during which City submits the schedule extension request;

d. The annual debt service costs based on the expected financing of a reasonable, documented engineering estimate of the costs of conducting the work under Section V, as expressed in the value of dollars during the year that the City submits the schedule extension request, provided that the City documents that it has financed or will finance the costs of conducting the Section V work included in the engineering estimate, and that such borrowed funds are available solely for the costs of conducting the Section V work. To support the City's calculation of this input, City shall submit to the United States an explanation of the basis for, and calculation of, the annual cost estimate and the engineering estimates, accounting records, and source documents on which City relied to calculate this input;

e. When calculating City's residential share of wastewater treatment costs in accordance with EPA's Financial Capability Assessment Guidance, City shall use the most recent year of Federal Census or ACS data, and utility billing data, to determine the portion of wastewater flow attributable to households in the service area. The City also shall use the same ratio between total wastewater flow and residential infiltration and inflow that it uses for rate setting purposes, if any, to calculate the residential share of wastewater treatment costs;

f. When calculating the total number of households in City's service area, City shall count as one distinct household each occupied housing unit as defined by the US Census and ACS, but shall not count occupied housing units that have onsite sewage disposal systems and are not paying wastewater sewer fees to City. The City shall use ACS and Federal Census data, and as necessary GIS mapped data, to accurately estimate the total number of households in City's service area; and

g. Data and analysis submitted with the City's demonstrations, illustrations, and supporting materials shall include functional and operational spreadsheets with all formulas intact.

63. In addition to the calculation of the Residential Indicator as required in Subparagraphs 62(a) through (g), the City may submit an additional calculation of the Residential Indicator using alternative inputs that the City contends produce a more accurate calculation of the Residential Indicator, provided such inputs are consistent with EPA's Financial Capability Assessment Guidance;

64. If the United States, after consultation with the State of Arkansas, denies in writing, in whole or in part, City's request for an extension, City may pursue dispute resolution pursuant to Section XIV of this Consent Decree ("Dispute Resolution"). Additionally, if more than ninety (90) Days elapses from the date that City submitted a request for an extension, and (1) City has not received a written response from the United States; or (2) the Parties have not reached an agreement on the request for an extension, City may pursue dispute resolution pursuant to Section XIV of this Consent Decree ("Dispute Resolution"). If the Parties reach an agreement

on an extension under this Article Nine, such agreement shall be subject to the process set forth in Section XXIII ("Modification") of this Consent Decree.

65. If City invokes the dispute resolution procedures of Section XIV of this Decree ("Dispute Resolution") in connection with a request for a schedule extension under this Article, the invocation of dispute resolution procedures shall not extend, postpone, or affect in any way any of the City's obligations pursuant to this Consent Decree unless and until final resolution of the dispute so provides.

VI. MITIGATION PROGRAM REQUIREMENT

66. Within one (1) Year from the Date of Lodging City shall implement a program to identify the introduction of pollutants, including but not limited to sewage, into the City's storm system (the "Mitigation Requirement"). The Mitigation Requirement shall consist of baseline and wet weather monitoring, to include monitoring of storm water outfalls at "J" Street, Massard Creek, Mill Creek, "P" Street, and Sunnymede.

67. The baseline monitoring will be performed on a quarterly basis for one year. The baseline monitoring will be conducted during dry weather and no less than ten (10) days after a rain event. In the event of no flow during a quarter, a sample will not be collected. The quarterly baseline samples will be a grab sample and will be analyzed for the following constituents: Turbidity; Conductivity; pH; Total Suspended Solids (TSS); Total Phosphorous; Nitrate+Nitrite Nitrogen; Chloride; Sulfate; Total Dissolved Solids (TDS); Chemical Oxygen Demand (COD); Antimony; Arsenic; Barium; Beryllium; Cadmium; Chromium; Copper;

Nickel; Lead; Selenium; Silver; Zinc; Bisphenol-A; Estradiol; Ibuprofen; Naproxen; Sucralose; and Triclosan.

68. Rain events will be collected by two different methods. An automated sampler will be utilized with a rain or flow actuator to collect discrete samples. A minimum of five (5) discrete samples from each site for two separate rain events (*i.e.*, ten (10) samples for each site per quarter) will be analyzed for the following: Turbidity, Conductivity, Total Suspended Solids (TSS), Total Phosphorous, Nitrate+Nitrite Nitrogen, Chloride, Sulfate, Total Dissolved Solids (TDS), Chemical Oxygen Demand (COD), Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Nickel, Lead, Selenium, Silver, and Zinc. A quarterly rain event manual grab sample will be collected and analyzed for the following: pH, Bisphenol-A, Estradiol, Ibuprofen, Naproxen, Sucralose, and Triclosan. If there is not a substantial rain event to cause runoff or increase flow, or there is not a rain event during the quarter, this program shall be continued until the minimum samples required under this Paragraph have been taken.

69. To ensure the samples are collected during the rain events, automated samplers will be purchased and installed at each location to collect the rain event samples. The following equipment and actions will need to be purchased and installed at each of the sample site locations:

a. Automated samplers pad and protective box; and

b. Automated samplers with actuator and rain gauge.

70. The City will begin implementation of the Mitigation Program within one (1) Year of the Date of Lodging of the Consent Decree, as follows:

a. The City will submit a Quality Assurance Project Plan ("QAPP") to EPA for review and comment within one (1) Year of the Date of Lodging;

b. The City will install the sampling equipment at the sampling locations within ninety (90) Days of the submittal of the QAPP to EPA;

c. The City will begin sampling of the sites within sixty (60) Days following the completion of the installation of the sampling locations; and

d. The City shall submit the final report, including all data from the analysis, to EPA for review and comment within six (6) months following the completion of all sampling activities under this Section VI.

VII. CIVIL PENALTIES

71. The City shall pay to the United States as a civil penalty the sum of three hundred thousand dollars ($300,000). The payment shall be made within sixty (60) days after the Date of Entry. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with instructions to be provided to Defendant following the Date of Lodging, and upon City's request, by the Financial Litigation Unit of the U.S. Attorney's Office for the Western District of Arkansas. At the time of the payment, the City shall simultaneously send written notice of payment identifying the payment as a civil penalty and a copy of any transmittal documentation (which should reference DOJ case number 90-5-1-1-08677 and the civil action number of this case) to the United States in accordance with Section XX of this Decree ("Notices").

VIII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

72. The City shall satisfactorily implement and complete a Supplemental Environmental Project ("SEP") involving a grant program for the repair or replacement of Private Service Lines for those property owners that qualify as low-income residential property owners in accordance with **Appendix F** ("Private Service Line SEP"). The purpose of the Private Service Line SEP is to reduce extraneous flows, including I&I, caused by defects in residential Private Service Lines from entering the WCTS. The City shall complete construction of the replacement of the Private Service Lines of eligible property owners no later than eleven (11) years from the Date of Lodging of the Consent Decree.

73. With regard to the SEP, the City certifies the truth and accuracy of each of the following:

a. That all cost information provided to EPA in connection with EPA's approval of the SEP in Paragraphs 72-78 is complete and accurate and that the City in good faith estimates that the cost to implement the SEP is at least four hundred thousand dollars ($400,000);

b. That, as of the date of executing this Consent Decree, the City is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

c. That the City is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP, and that there is no such open federal financial assistance transaction that is funding or could be used to

fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two (2) years of the date of the City's execution of this Consent Decree (unless the project was barred from funding as statutorily ineligible). For purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired;

d. That the SEP is not a project that the City was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Decree;

e. That the City has not received, and will not receive, credit for the SEP in any other enforcement action; and

f. That the City will not receive any reimbursement for any portion of the SEP from any other person.

74. **SEP Completion Report.** Within ninety (90) Days after the date set for completion of the SEP as set forth in **Appendix F** of this Consent Decree, the City shall submit a SEP Completion Report to the EPA for review and approval in accordance with Section IX ("Deliverables and Review Process"). The SEP Completion Report shall contain all of the following information:

a. A detailed description of the SEP as implemented;

b. A description of any problems encountered in completing the SEP and the solutions thereto;

c. An itemized list of all eligible SEP costs expended;

d. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Decree; and

e. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

75. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph, in order to evaluate the City's SEP Completion Report.

76. After receiving the SEP Completion Report, EPA shall notify the City whether or not the City has satisfactorily completed the SEP. If the City has not completed the SEP in accordance with this Consent Decree, stipulated penalties may be assessed under Section XII of this Consent Decree ("Stipulated Penalties").

77. **Dispute Resolution**: Disputes concerning the satisfactory performance of the SEP and the amount of eligible SEP costs may be resolved under Section XIV of this Consent Decree ("Dispute Resolution"). No other disputes arising under this Section shall be subject to Dispute Resolution.

78. **Public Statements**: Any public statement, oral or written, in print, film, or other media, made by the City making reference to the SEP under this Consent Decree shall include the following language: "This project was undertaken in connection with the settlement of an

enforcement action, *United States et al. v. City of Ft. Smith*, (C.A. No. ___, W.D. Ark.), taken on behalf of the U.S. Environmental Protection Agency under the Clean Water Act."

IX. DELIVERABLES AND REVIEW PROCESS

79. As set forth in this Section, and as summarized in the last two columns of **Appendix G** ("Table of Deliverables and Due Dates"), certain Deliverables under this Consent Decree are subject to EPA review and approval, and other Deliverables are subject to EPA review and comment. EPA shall use its best efforts to expeditiously review and approve or review and comment on Deliverables from the Date of Lodging. In the event of a conflict between the provisions of Section V and the provisions in Paragraphs 80-89 and Appendix G, the provisions of Section V shall control.

80. **List of Deliverables Subject to Review and Approval**:

a. The Plan for Additional Remedial Measures to be constructed in Basin 12 (Article Two);

b. The Remedial Measures Plans resulting from SSA activities conducted in each Calendar Year, as contained in each Annual Report (Article Two);

c. The Remedial Measures Plan(s) resulting from the Pump Stations and Force Mains Evaluation Report(s) (Article Three);

d. Capacity Remedial Measures Plan (Article Five);

e. Each of the City's plans for the CMOM Program components (Article Seven); and

f. Final SEP Completion Report (Section VII and **Appendix F**).

81. **List of Deliverables Subject to Review and Comment**:

a. The SSA reports, as contained in each Annual Report (Article One));

b. The PS/FM Report (Article Three);

c. Pump Station Alternative Power Supply Completion Confirmation Documentation (Article Three);

d. Capacity Assessment Report (Article Four);

e. Hydraulic Model Update Report (Article Four);

f. CMOM – SOPs for the operation and maintenance of all WCTS components (Article Seven);

g. CMOM – FOG Program Reporting in each Annual Report (Article Seven);

h. CMOM – Root Control Program Reporting in each Annual Report (Article Seven);

i. CMOM – Cleaning Program Reporting in each Annual Report (Article Seven);

j. CMOM – Continuing Sewer System Assessment ("CSSA") Program in each Annual Report (Article Seven);

k. CMOM – Continuing Pump Station and Force Main Evaluation and Maintenance Program in each Annual Report (Article Seven);

l. CMOM – Continuing Capacity Assurance ("CCA") Program in each Annual Report (Article Seven);

m. CMOM – SSO Reporting in each Annual Report (Article Seven);

n. CMOM - Overflow Emergency Response Plan ("OERP") Reporting in each Annual Report (Article Seven);

o. CMOM – Comprehensive Training Program in Annual Report (Article Seven);

p. Mitigation Program Requirement Report (Section VI);

q. SEP Escrow Agreement (**Appendix F**); and

r. The Assessment and Remediation Plan for Effluent Limit Exceedances at the Massard WWTP and the P Street WWTP (Article Eight).

82. **Procedure for Deliverables Subject to Review and Approval**: After review of any Deliverable that is required to be approved under Paragraph 80, EPA, after consultation with the State, shall in writing: (1) approve the submission; (2) approve the submission upon specified conditions; (3) approve part of the submission and disapprove the remainder; or (4) disapprove the submission.

83. If the Deliverable is fully approved with no conditions, City shall take all actions required by the Deliverable, in accordance with the schedules and requirements as approved. If the Deliverable is conditionally approved or approved only in part, City shall, upon written direction from EPA, after consultation with the State, take all actions required by the approved portions of the Deliverable that EPA determines are technically severable from any disapproved portions, subject to City's right to dispute only the specified conditions or the disapproved portions, under Section XIV of this Decree ("Dispute Resolution").

84. If the Deliverable is disapproved in whole or in part, City shall, within thirty (30) Days or such other time as EPA agrees to in writing, correct all deficiencies and resubmit for approval the Deliverable, in accordance with this Section IX ("Deliverables and Review Process").

85. For any Deliverable that is disapproved in whole or in part, EPA shall provide a written explanation of how the Deliverable does not meet the requirements of the Consent Decree. If the

resubmission is approved in whole or in part, City shall proceed in accordance with Paragraph 83 or 84, as appropriate.

86. If a resubmitted Deliverable, or portion thereof, is disapproved in whole or in part, EPA, after consultation with the State, may again require City to correct any deficiencies, in accordance with this Section IX ("Deliverables and Review Process"), or may itself, after consultation with the State, correct any deficiencies, subject to City's right to invoke Dispute Resolution and the right of EPA to seek stipulated penalties under Section XII ("Stipulated Penalties") of this Consent Decree.

87. All Deliverables required to be submitted for review and approval shall, upon approval or modification by EPA, be enforceable under this Consent Decree. In the event EPA, after consultation with ADEQ, approves or modifies a portion of such a Deliverable, the approved or modified portion shall be enforceable under this Consent Decree subject to the City's right to invoke dispute resolution under Section XIV of this Decree ("Dispute Resolution").

88. **Procedure for Deliverables Subject to EPA Review and Comment**. For Deliverables subject to EPA review and comment, as listed in Paragraph 81, EPA, in its discretion, may or may not provide comments. If EPA provides comments that identify deficiencies in a Deliverable, and EPA specifically requests a response from City, then City shall provide a written response to EPA within thirty (30) Days of receipt of such comments or within such time as EPA and City agree to in writing. If City fails to substantively address EPA's comments when EPA specifically requests a response, such failure is subject to Stipulated Penalties under

Section XII, Paragraph 103and the Dispute Resolution provisions under Section XIV of this Decree.

89. All Deliverables shall be submitted to EPA and ADEQ in electronic and searchable text format, unless otherwise directed by EPA in writing. Each Deliverable shall be certified in accordance with Section XVII of this Consent Decree. City shall maintain copies of all Deliverables in accordance with Section XV ("Information Collection and Retention").

X. REPORTING

90. City shall prepare and submit to EPA and ADEQ in accordance with Section XX ("Notices") an Annual Report documenting its Consent Decree compliance activities for each Calendar Year. The first Annual Report shall be submitted no later than March 31, 2016 and shall cover the time period between the Date of Lodging and December 31, 2015. Thereafter, Annual Reports shall cover the full Calendar Year from January 1st through December 31st and shall be submitted no later than March 31st of the following year. As explained in Section IX ("Deliverables and Review Process"), City shall submit certain Deliverables as part of its Annual Reports, and such Deliverables shall be subject to EPA review and approval, after consultation with ADEQ, or EPA review and comment as indicated in Section IX ("Deliverables and Review Process"). In addition, certain Deliverables are also subject to the requirements contained in Section XI ("Certification, Approval and Seal by Professional Engineer") of this Decree. Each Annual Report shall provide narratives, analyses, calculations, exhibits, legible maps, and other supporting information necessary to document the various WCTS investigations, WCTS analyses, maintenance activities, and remediation activities that the City undertook to achieve the

Objectives of this Consent Decree as stated in Section II. In the event of a conflict between the provisions in Paragraphs 90-97 and **Appendix G**, the provisions of Paragraphs 90-97 shall control.

91. Regarding City's progress toward completing SSA activities required under Section V, Article One of this Consent Decree, each Annual Report shall:

a. Document all Basins and Sub-basins in which SSA activities were completed in the Annual Report Year;

b. Provide the number of miles of Gravity Sewer Lines in which SSA activities were completed in the Annual Report Year, and the total number of manholes in which SSA activities were completed in the Annual Report Year. While reporting the number of assessed manholes, City shall also report number of manhole(s) within the area of study that could not be located, if any, which may need additional time and effort to assess. Additionally, City shall provide the running total of gravity sewer lines and manholes assessed since the Date of Lodging;

c. State whether City performed SSA activities in accordance with **Appendix A** ("SSA Process") on at least forty (40) miles of Gravity Sewer Line; in the WCTS in the Annual Report Year. If the answer is "no," explain why the 40-mile target was not achieved;

d. For the Annual Report for Calendar Year 2017, state whether City performed SSA activities in accordance with **Appendix A** ("SSA Process") on at least one hundred

and fifty (150) miles of Gravity Sewer Line in the WCTS since the Date of Lodging. If the answer is "no," explain why the 150-mile target was not achieved;

e. For the Annual Report for Calendar Year 2020, state whether City performed SSA activities in accordance with **Appendix A** on at least three hundred (300) miles of Gravity Sewer Line in the WCTS since the Date of Lodging. If the answer is "no," explain why the 300-mile target was not achieved;

f. State whether, in the Annual Report Year, City added to its WCTS by acquiring ownership or operational control of any other Gravity Sewer Lines that were not part of its WCTS in the preceding Calendar Year. If "yes," provide the footage of Gravity Sewer Lines acquired, and a map depicting the service area where the new lines are located; and

g. Document the SSA activities performed in the Annual Report Year including, but not limited to:

    i. A Tabulation of flow monitoring performed in each Basin and Sub-basin, and the estimated pre-remediation peak wet-weather flow rate and measured dry-weather flow rate in each such Basin and Sub-basin. The City shall also include a legible Basin/Sub-basin map displaying flow monitoring and rainfall measurement locations;

    ii. A Tabulation of the total number of feet of Small Diameter and Large Diameter Gravity Sewer Lines examined via CCTV. Documentation shall include CCTV performed in each Basin and Sub-basin. Documentation shall

include the total number of feet of Gravity Sewer Lines examined via CCTV in the Annual Report Year and the running total since Date of Lodging;

iii. A Tabulation of the total number of feet of smoke-testing performed in each Basin and Sub-basin. Documentation shall include the total number of feet of Gravity Sewer Lines smoke-tested in the Annual Report Year and the running total since Date of Lodging;

iv. A Tabulation of the total number of feet and/or locations where dyed water flooding was performed in the Annual Report Year;

v. A Tabulation of other Gravity Sewer Line investigations performed in the Annual Report Year;

vi. A Tabulation of the Pipe Segments identified as receiving storm water discharges from Private Property including downspouts and area storm drains during the Annual Report Year;

vii. A Tabulation of Direct Discharges from the WCTS discovered, if any, in the Annual Report Year, the specific locations of these Direct Discharges, and the Remedial Measures implemented to eliminate these Direct Discharges;

viii. A Tabulation of the Private Service Line defects identified in the Calendar Year; and

ix. A legible map showing the annual progress of SSAs by Sub-basin. This map shall depict, by different symbols, colors or other demarcations: (1) those Sub-basins in which SSAs were completed in the Annual Report Year; (2) those

Sub-basins in which SSAs were in progress in the Annual Report Year; and (3) all of the Sub-basins in which SSAs were completed in all prior Years from the Date of Lodging through December 31st of Year preceding the Annual Report Year.

92. Regarding the WCTS condition Remedial Measures required under Section V, Article Two of this Consent Decree, each Annual Report shall include:

a. The condition rating scores in accordance with NASSCO condition rating systems (as set forth in **Appendix A**) for all Pipe Segments and all manholes assessed in the Annual Report Year;

b. The condition Remedial Measures projects identified under Section V, Article Two, of this Consent Decree for which construction was initiated in the Annual Report Year, including the schedules for completing those projects;

c. The condition Remedial Measures projects identified through Section V, Article Two of this Consent Decree for which construction was completed in the Annual Report Year; and

d. A legible map showing the annual progress of completion of condition Remedial Measures by Sub-basin. This map shall depict, by different symbols, colors or other demarcations: (1) those Sub-basins in which Remedial Measures were completed in the Annual Report Year; (2) those Sub-basins in which Remedial Measures were in progress in the Annual Report Year; and, (3) all of the Sub-basins in which Remedial

Measures were completed in all prior Years from the Date of Lodging through December 31st of Year preceding the Annual Report Year.

93. For the Remedial Measures projects presented in **Appendix E1** ("Previously Identified Capacity–Related Remedial Measures Projects Already Budgeted") and **Appendix E2** ("Other Previously Identified Capacity-Related Remedial Measures Projects"), and any new capacity Remedial Measures projects arising from Article Four ("Capacity Assessment and Hydraulic Modeling") and Article Five ("Capacity Remedial Measures"), each Annual Report shall include:

a. The capacity Remedial Measures identified in **Appendix E1, Appendix E2,** or in the Capacity Remedial Measures Plan developed under Article Five ("Capacity Remedial Measures Plan"), for which construction was initiated in the Annual Report Year, including the anticipated schedules for completing those projects;

b. The Remedial Measures projects identified in **Appendix E1, Appendix E2**, or in the Capacity Remedial Measures Plan developed under Article Five ("Capacity Remedial Measures Plan"), for which construction was completed in the Annual Report Year; and

c. A legible map showing the annual progress of completion of capacity Remedial Measures by Sub-basin. This map shall depict, by different symbols, colors or other demarcations: (1) those Sub-basins in which Remedial Measures were completed in the Annual Report Year; and (2) all of the Sub-basins in which Remedial Measures

were completed in all prior Years from the Date of Lodging through December 31st of the Year preceding the Annual Report Year.

94. For the CMOM activities described under Section V, Article Seven ("Development of a Capacity, Management, Operation and Maintenance Program") of this Consent Decree, each Annual Report shall document:

a. The FOG Control Program required under Article Seven, Paragraph 37 including, but not limited to:

   i. Changes made in the Annual Report Year, if any, to City ordinances to implement the FOG Control Program in the approved CMOM Program;

   ii. List of FOG Generators operating in the Annual Report Year;

   iii. Tabulation of FOG Control Device inspections performed in the Annual Report Year including the dates of inspections;

   iv. Tabulation of FOG Control Program violations that occurred in the Annual Report Year, enforcement actions taken to resolve those violations, and correlations, if any, between those violations and WCTS blockages that occurred in the Annual Report Year due primarily to FOG build-ups; and

   v. Status report on the performance indicators selected by City to track the effectiveness of the FOG Control Program.

b. The Root Control Program activities required under Article Seven, Paragraph 39, including, but not limited to:

   i. Pipe Segments receiving reactive root removal in the Annual Report Year;

ii. Pipe Segments receiving proactive root control in the Annual Report Year;

iii. A Tabulation of notifications sent to property owners regarding potential root intrusion into their Private Service Lines discovered in the Annual Report Year; and

iv. A Tabulation of follow-ups, including enforcement actions, on notifications sent to property owners regarding potential root intrusion into their Private Service Lines discovered in prior Calendar Years.

c. The Gravity Sewer Line Cleaning Program activities required under Article Seven, Paragraph 41, including, but not limited to:

i. Total footage of Gravity Sewer Lines cleaned as part of the CMOM targeted cleaning program in the Annual Report Year. Documentation shall include a legible WCTS map displaying the Pipe Segments where targeted cleaning was performed and the frequencies of cleaning;

ii. Total footage of Small-Diameter Gravity Sewer Lines cleaned as part of the CMOM system-wide cleaning program in the Annual Report Year. Documentation shall include a legible WCTS map displaying the Pipe Segments cleaned as part of the CMOM system-wide cleaning program in Calendar Years prior to the Annual Report Year to a maximum of seven (7) prior Calendar Years;

iii. A calculation of the percentage of Small-Diameter Gravity Sewer Lines cleaned in the Annual Reporting Year, to determine whether compliance with

the ten (10) percent minimum per year requirement in Subparagraph 41.b. has or has not been met also taking into consideration “banking”;

iv. Total footage of Large-Diameter Gravity Sewer Lines cleaned as part of the CMOM system-wide cleaning program in the Annual Report Year;

v. For the Annual Report for the Year 2018, a calculation of the percentage of Large Diameter Gravity Sewer Lines cleaned in the Annual Reporting Year, to determine whether compliance with the eight (8) miles of Large-Diameter Gravity Sewer Line cleaning requirement from Date of Lodging through December 31, 2018, in Subparagraph 41.c. has or has not been met;

vi. For the Annual Report for the Year 2021, a calculation of the percentage of Large-Diameter Gravity Sewer Lines cleaned in the Annual Reporting Year, to determine whether compliance with the sixteen (16) miles of Large-Diameter Gravity Sewer Line cleaning requirement from Date of Lodging through December 31, 2021, in Subparagraph 41.c. has or has not been met; and

vii. For the Annual Report for the Year 2024, a calculation of the percentage of Large-Diameter Gravity Sewer Lines cleaned in the Annual Reporting Year, to determine whether compliance with the requirement to complete cleaning of all remaining miles of Large-Diameter Gravity Sewer Line from Date of Lodging through December 31, 2024, in Subparagraph 41.c. has or has not been met.

d. The WCTS CSSA Program activities required under Article Seven, Paragraph 43 including, but not limited to:

   i. A Tabulation of the total feet of Gravity Sewer Lines examined via CCTV in the Annual Report Year as part of the CSSA Program. Documentation shall include the condition ratings of the Pipe Segments examined via CCTV, based upon the NASSCO condition rating system (as set forth in **Appendix A**); the Remedial Measures determined to be required to achieve the Objectives of this Consent Decree as stated in Section II based upon those ratings; and the schedule for implementing those Remedial Measures;

   ii. A Tabulation of the manholes inspected in the Annual Report Year as part of the CSSA Program. Documentation shall include the condition ratings of the manholes inspected, based upon the NASSCO condition rating system (as set forth in **Appendix A**); the Remedial Measures determined to be required to achieve the Objectives of this Consent Decree as stated in Section II based upon those ratings; and the schedule for implementing those Remedial Measures; and

   iii. A Tabulation of Gravity Sewer Line and manhole Remedial Measures identified through the CSSA Program effort that were completed in the Annual Report Year.

e. A narrative describing the Continuing Pump Station and Force Main Evaluation and Preventive Maintenance activities required under Article Seven, Paragraph 45 including, but not limited to:

   i. The findings of Pump Station and Force Main evaluations conducted in the Annual Report Year, including condition, configuration and capacity deficiencies discovered;

   ii. Pump Station and Force Main Remedial Measures required to achieve the Objectives of this Consent Decree as stated in Section II, and the schedule for completing those Remedial Measures; and

   iii. A Tabulation of Pump Station and Force Main Remedial Measures identified through the Continuing Pump Station and Force Main evaluation effort that were initiated or completed in the Annual Report Year.

f. Continuing Capacity Assurance Program activities required under Article Seven, Paragraph 46 including, but not limited to:

   i. The findings of Continuing Capacity Assurance activities conducted in the Annual Report Year, if any, including modifications to City's Hydraulic Model;

   ii. The future WCTS service area population used for modeling, and the average and peak dry-weather flow rates associated with that population;

   iii. Additional capacity Remedial Measures required to achieve the Objectives of this Consent Decree as stated in Section II; and

iv. A Tabulation of capacity Remedial Measures identified through the Continuing Capacity Assurance Program efforts that were initiated or completed in the Annual Report Year;

g. A Tabulation of SSOs (including Building/Private Property Backups) occurring in the Annual Report Year as required under Paragraph 47. including, but not limited to:

i. The location of each SSO by street address, asset identification number or any other appropriate method, such as latitude and longitude;

ii. Name of the receiving water, if any;

iii. Date and start/stop time of the SSO. In providing the date and start time, City should use the date and time when City first learned that the SSO was or might be occurring, and for stop time, City should use the known date and time (if available) or estimated date and time (if date and time not available).

iv. Estimate of the volume (in gallons) of wastewater released. City shall use the start/stop dates and times provided for Subparagraph 94.g.iii. above in calculating the estimate(s);

v. Identification of the WCTS component from which the SSO was released, such as, but not limited to, a manhole, a Gravity Sewer Line break, a Pump Station wet well, and/or a Force Main break;

vi. An explanation of the potential impact of the SSOs, if any, on public health and/or water quality in the receiving water body;

vii. Cause(s) or suspected cause(s) of the SSO;

viii. Steps taken to respond to the SSO;

ix. Steps taken to reduce, eliminate, and/or prevent recurrence of the SSO, including WCTS investigations;

x. Copies of all SSO notifications sent to the public or other agencies or departments, as warranted; and

xi. If an SSO or Private Service Line Release ("PSLR") is a Recurring SSO or Recurring PSLR, the following additional information shall be reported:

1. The dates within the previous three (3) Calendar Years that other SSOs or PSLRs occurred at this location;
2. The previous steps taken, if any, to reduce, eliminate, and/or prevent a recurrence of SSOs or PSLRs at this location; and
3. The additional steps that City shall take to eliminate future SSOs or PSLRs from this location.

h. IMS development completed in the Annual Report Year as required under Article Seven, Paragraph 50;

i. A description of all OERP activities required under Article Seven, Paragraph 48 made in the Annual Report Year, if any;

j. Copies of SOPs for operation and maintenance of the WCTS required under Article Seven, Paragraph 53;

k. A Tabulation of Private Service Line Defect Remediation Program activities required under Article Seven, Paragraph 54, including: (1) a Tabulation, including the property

address, of the locations where Private Service Line defects were identified through CSSA activities or otherwise become known to City in the Annual Report Year; (2) a Tabulation of the locations, including the property address, where Private Service Line defect remediation was completed in the Calendar Year; and (3) a Tabulation, by property address, of the locations where Private Service Line defects were identified in prior Years, but where defect remediation has not yet been completed;

l. A Tabulation of employee training activities required under Article Seven, Paragraph 55 conducted in the Annual Report Year including, but not limited to:

   i. Category of Utility Department employees directly or indirectly involved in the operation and maintenance of the WCTS; and

   ii. Specific training received by each category of Utility Department employee in prior Calendar Years and received in the Annual Report Year; and

m. A narrative of CMOM activities required under Article Seven, Paragraph 56 regarding the WCTS spare parts Inventory Management System performed in the Annual Report Year.

95. For the Supplemental Environmental Project ("SEP") described under Section VIII and **Appendix F** of this Consent Decree, each Annual Report shall include the required information regarding the SEP implementation, as set forth in Section D, Subparagraph 3 of **Appendix F** ("Reporting Schedule").

96. Fort Smith may revise the form and format of reporting forms required to be submitted for CMOM Program activities without EPA's approval, provided that there is no deletion of any

information required to be submitted under Section V, Article Seven ("Development of a Capacity, Operation, Management and Maintenance Program"). Fort Smith shall provide sample copies of any revised reporting forms to EPA and ADEQ not less than sixty (60) Days prior to the date that Fort Smith intends to place these revised forms into general use.

97. City shall not object to the authenticity and admissibility into evidence of any Deliverable prepared by the City in accordance with this Consent Decree or the information contained in said Deliverables in any proceeding to enforce this Consent Decree.

XI. CERTIFICATION, APPROVAL, AND SEAL BY A PROFESSIONAL ENGINEER

98. City shall provide a summary report and certification, approval, and seal, by a lead Professional Engineer licensed by the Arkansas State Board of Licensure for Professional Engineers and Professional Surveyors for the following Consent Decree Deliverables:

a. Section V, Article Two – Remedial Measures Plan resulting from SSA activities conducted in the first Calendar Year following Date of Lodging;

b. Section V, Article Three – Pump Station and Force Main Evaluation Report and Remedial Measures Plan;

c. Section V, Article Four – Capacity Assessment Report; and

d. Section IX – the first year Annual Report (required to document compliance activities in the first Annual Report Year).

99. Each summary report prepared by a Professional Engineer shall document City's activities for the relevant Deliverable listed under Paragraph 98 and shall certify whether City has complied with the provisions of this Consent Decree for that Deliverable. In the summary of

City's activities, the Professional Engineer shall identify those activities which were in compliance with provisions of this Consent Decree and those activities that were not in compliance, if any.

100. The certification language for such Deliverables shall read as follows: "I certify, approve, and seal the following documents and all attachments thereto, in accordance with, and under penalty of, Arkansas State law and federal law as a licensed engineer in the State of Arkansas."

101. City shall bear all costs associated with the retaining of a Professional Engineer, if needed. If an outside Professional Engineer is retained, City shall provide the Professional Engineer with access to all records, employees, Consultants and Contractors, and facilities that the Professional Engineer deems reasonably necessary to effectively perform its duties.

XII. STIPULATED PENALTIES

102. City shall be liable for stipulated penalties to the United States for violations of this Consent Decree, upon demand. Stipulated penalties due and owing under this Section shall be paid in the manner specified in Paragraphs 118-119. Stipulated penalties for which a demand has been made shall be paid unless excused under Section XIII (Force Majeure), or by the terms of this Section.

103. **Failure to Submit Timely and/or Complete Deliverables.** City shall pay to the United States stipulated penalties, as set forth below, for each day City fails to submit and/or complete any Deliverables required under this Consent Decree by the specified due dates or to make any required changes to those documents to address EPA comments within the required time frames. If a due date falls on a holiday or weekend, the due date shall be the following business day.

With the exception of the Annual Reports required under Section X (Reporting), the stipulated penalties for failure to meet each Deliverable submission date shall be as follows:

Period of Noncompliance	Penalty per Violation per Day
1st to 30th day	$500
31st to 60th day	$1,250
61st day and beyond	$2,000

104. Regarding Annual Reports, due on March 31st of the Year following the Calendar Year in question, the following shall be the stipulated penalty for failing timely to submit an Annual Report:

Period of Noncompliance	Penalty per Day for Delinquent Report
1st to 30th day	$2,000
31st to 60th day	$6,000
61st day and beyond	$12,000

105. If City fails timely to submit any Annual Report, the stipulated penalties for late Annual Reports set forth in Paragraph 104 shall apply. If City timely submits an Annual Report, but that Annual Report is missing any one or more of the Deliverables required by this Consent Decree to appear in Annual Reports, then a stipulated penalty shall be due, on demand, for each Deliverable missing from that Annual Report, in accordance with the stipulated penalties first set forth in Paragraph 104.

106. **Failure to Meet Deadline for Completion of Remedial Requirements**. Except as provided in Paragraph 107 below, City shall pay to the United States stipulated penalties as set

forth below for each day City fails to meet a deadline for completing any of the remedial requirements of Section V or **Appendix E1** or **E2** of this Consent Decree, subject to the opportunity to revise the **Appendix E2** dates in the Capacity Remedial Measures Plan, provided that none of the dates are later than twelve (12) Years from the Date of Lodging. (See Section V, Article Six). If City modifies the completion dates for any **Appendix E2** projects, the revised dates shall be enforceable and subject to the stipulated penalties in this Paragraph 106. The stipulated penalties for failure to meet each such requirement shall be as follows:

Period of Noncompliance	Penalty per Violation per Day
1st to 30th day	$750
31st to 60th day	$1,500
More than 60 days	$3,000

107. **Failing to Meet the Mileage Targets for Completing SSA Activities on Gravity Sewer Lines (and incorporated manholes) in accordance with Section V, Article One, Paragraph 10.** City shall pay to the United States stipulated penalties as set forth below for each day: (1) beyond three (3) Years from the Date of Lodging that it takes for City to complete SSAs on one hundred and fifty (150) unique miles of Gravity Sewer Lines; (2) beyond six (6) Years from the Date of Lodging that it takes for City to complete SSAs on three hundred (300) unique miles of Gravity Sewer Lines; and (3) beyond eight (8) Years from the Date of Lodging that it takes for City to complete SSAs on all Gravity Sewer Lines listed in the last column of **Appendix C**, all in accordance with Section V, Article One, Paragraphs 10-16, and the SSA Process set out in **Appendix A.**

Period of Noncompliance	Penalty per Violation per Day
1st to 30th day	$1,000
31st to 60th day	$2,000
More than 60 days	$3,500

108. **SSOs that Reach Waters of the United States or Waters of the State of Arkansas.** For each SSO that reaches Waters of the United States or Waters of the State, Fort Smith shall be liable to pay a stipulated penalty as follows:

If SSO occurs in	Penalty Per Violation, Per Day
Calendar Years 2015-2020	$500
Calendar Years 2021-2025	$1,500
Calendar Years 2026 and Beyond	$3,000

Note: If the United States has concluded that an SSO did not reach Waters of the United States, the United States shall consult with the State of Arkansas to determine whether such SSO reached Waters of the State before issuing a demand for stipulated penalties for such SSO. If the State determines that such SSO reached Waters of the State, Fort Smith shall be liable for stipulated penalties pursuant to this Paragraph 108 of this Consent Decree. SSOs that do not reach Waters of the United States or Waters of the State shall be subject to Paragraph 109 of this Consent Decree.

109. **SSOs that Do Not Reach Waters of the United States or Waters of the State of Arkansas.** For each SSO that does not reach either waters of the United States or Waters of the State of Arkansas, Fort Smith shall be liable to pay a stipulated penalty as follows:

If SSO occurs in	Penalty Per Violation, Per Day
Calendar Years 2015-2020	$350
Calendar Years 2021-2025	$750
Calendar Years 2026 and Beyond	$1,500

110. **Failure to Timely and/or Completely Report SSOs**. City shall pay the following stipulated penalty for failing to timely and/or completely report an SSO in accordance with Paragraph 47.

Penalty Per SSO	$2,000

111. **Exceeding Effluent Limitations Set in City's NPDES Permits for the P Street WWTP and/or the Massard WWTP.** City shall pay the following stipulated penalty for exceeding an effluent limit in its NPDES Permit for the P Street WWTP and/or the Massard WWTP, as set forth in the permits in effect at the Date of Lodging:

Weekly Effluent Limits	Penalty per Violation per Week	$1,000
Monthly Effluent Limits	Penalty per Violation per Month	$1,000

Note: Each effluent limit for each parameter is counted as a separate violation, such that the monthly effluent for milligrams per liter of suspended solids, and monthly effluent for pounds per day of suspended solids are counted as two effluent limits. Likewise, the weekly effluent limit in pounds per day of CBOD5, and the monthly effluent limit in pounds per day of CBOD5 are counted as two separate effluent limits, and so forth.

112. **Failure to Timely Meet SEP Requirements.** City shall pay the following stipulated penalty for failure to timely meet SEP requirements as set forth in Section VIII and **Appendix F:**

Period of Noncompliance	Penalty Per Violation, Per Day
1st to 30th day	$500
31st to 60th day	$1,000
More than 60 days	$2,000

113. **Delay in Payment of Civil Penalty.** Fort Smith shall pay to the United States $1,000 per day for each Day that it is late in paying the civil penalty required by Section VII of this Decree.

114. For any other violations of this Consent Decree not set forth in the preceding paragraphs of this Section XII, the stipulated penalty shall be $300 per day, per violation.

115. Stipulated penalties under this Section shall begin to accrue on the day after performance is due or on the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree. Subject to Paragraph 117, City shall pay any stipulated penalty within thirty (30) Days of receiving a written demand from the United States.

116. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

117. Stipulated penalties shall continue to accrue during any Dispute Resolution, with Interest on accrued penalties payable and calculated at the rate established by the Secretary of the Treasury, pursuant to 28 U.S.C. § 1961, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, City shall pay accrued penalties determined to be owing, together with Interest, to the United States within thirty (30) Days of the effective date of the agreement or the receipt of EPA's/State's written decision or order;

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, City shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in Subparagraph 117.c.; and

c. If any Party appeals the District Court's decision, City shall pay all accrued penalties determined to be owing, together with Interest, within fifteen (15) Days of receiving the final non-appealable appellate court decision.

118. Stipulated penalties owing to the United States shall, as directed by the United States, be paid by EFT in the amount due payable to the "U.S. Department of Justice," referencing DOJ No. 90-5-1-1-08677 and United States Attorney's Office file number [_____], and delivered to the office of the United States Attorney, Western District of Arkansas.

119. If City fails to pay stipulated penalties according to the terms of this Consent Decree, City shall be liable for Interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due.

120. Subject to the provisions of Section XVIII of this Consent Decree ("Effect of Settlement/Reservation of Rights"), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for City's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Act, regulations promulgated under the Act or the Permits, City shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

XIII. FORCE MAJEURE

121. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of City, its Contractors, Consultants or any entity controlled by City that delays or prevents the performance of any obligation under this Consent Decree despite City's best efforts to fulfill the obligation. "Best efforts" include using best efforts to anticipate any potential force majeure event and to address the effects of any such event (a) as it is occurring and (b) after it has occurred, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include City's financial inability to perform any obligation under this Consent Decree.

122. City shall provide notice to the United States and to the State orally or by electronic or facsimile transmission as soon as possible, but not later than five (5) business days after the time City first knew of, or by the exercise of best efforts, should have known of, a claimed force majeure event. City shall also provide written notice, as provided in Section XX of this Consent Decree ("Notices"), within fourteen (14) days of the time City first knew of, or by the exercise of

best efforts, should have known of, the event. The notice shall state the reason(s) for the delay, its anticipated duration, City's past and proposed actions to prevent or minimize any delay, a schedule for carrying out those actions, and City's rationale for attributing any delay to a force majeure event. Failure to give such notice shall preclude City from asserting any claim of force majeure. City shall be deemed to know of any circumstance of which City, its Consultants, Contractors, or any entity controlled by City knew or, through best efforts, should have known.

123. If the United States after consultation with the State, agrees that a force majeure event has occurred, then it may agree to extend the time for City to perform the affected requirements for the time necessary to complete those obligations. An extension of time to perform the obligations affected by a force majeure event shall not, by itself, extend the time to perform any other obligation.

124. If the United States, after consultation with the State, does not agree that a force majeure event has occurred or will occur, or does not agree to the extension of time sought by City, the United States' position shall be binding, unless City invokes Dispute Resolution under Section XIV of this Consent Decree. In any such dispute, City bears the burden of proving, by a preponderance of the evidence, that each claimed force majeure event is a force majeure event; that City gave the notice required by Paragraph 122; that the force majeure event caused any delay City claims was attributable to that event; and that City exercised best efforts to prevent or minimize any delay caused by the event.

XIV. DISPUTE RESOLUTION

125. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, such procedures shall not apply to actions by the United States or the State to enforce obligations of City that have not been disputed in accordance with this Section.

126. **Informal Dispute Resolution.** Any dispute which arises under or with respect to this Consent Decree shall first be the subject of good-faith informal negotiations between the parties to the dispute. The goal of the informal negotiations shall be to resolve the dispute without further proceedings. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless: (1) the United States, after consultation with the State, in its sole discretion, determines that a shorter period shall be allowed due to an immediate threat to the environment, or (2) all parties to the dispute agree in writing to an extension. The dispute shall be considered to have arisen when City sends the United States and the State a written "Notice of Dispute." The Notice of Dispute shall contain a concise statement of the issue or issues in dispute. If informal negotiations result in an agreement between the parties to the dispute, then those parties shall state the agreement in a single document in writing. If informal negotiations do not result in an agreement between the parties to the dispute, then the United States, after consultation with the State, shall provide to City in writing an opinion on the disputed issue or issues.

127. **Formal Dispute Resolution.** City shall invoke formal dispute resolution procedures within thirty (30) Days after issuance and receipt of the United States written opinion on the dispute by serving on the United States and the State a written "Statement of Position" regarding the matter in dispute. City's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting its position and any supporting documentation on which it relies.

128. The United States, after consultation with the State, shall serve its Statement of Position within thirty (30) Days after receipt of City's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on City unless City files a motion for judicial review of the dispute in accordance with Paragraph 129.

129. **Judicial Dispute Resolution.** City may seek judicial review of the dispute by filing with the Court and serving on the United States and the State, in accordance with Section XX ("Notices") of this Consent Decree, a motion requesting judicial resolution of the dispute ("Judicial Dispute Resolution"). The motion must be filed within twenty (20) Business Days of receipt of the United States' Statement of Position pursuant to Paragraph 128. The motion shall contain a written statement of City's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

130. The United States, after consultation with the State, shall respond to City's motion within the time period allowed by the Local Rules of this Court. City may file a reply memorandum, to the extent permitted by the Local Rules.

131. **Standard of Review**

a. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 127("Formal Dispute Resolution") City shall have the burden of demonstrating, based on the administrative record, that its position complies with this Consent Decree and better furthers the Objectives of the Consent Decree; and

b. With regard to Judicial Dispute Resolution, the Parties reserve their rights to argue regarding the applicable standard of review to be followed by the court.

132. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of City under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Section XII, Paragraph 117. If City does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XII ("Stipulated Penalties")

XV. INFORMATION COLLECTION AND RETENTION

133. The United States, the State, and their representatives, including attorneys, Contractors, and Consultants, shall have the right of entry to the POTWs and any part of the WCTS covered by this Consent Decree, at all reasonable times, upon presentation of credentials to:

a. Monitor the progress of activities required under this Consent Decree;

b. Verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Decree;

c. Obtain samples and, upon request, splits of any samples taken by City or its representative, Contractors, or Consultants; and

d. Assess City's compliance with this Consent Decree.

134. Upon request, the City shall allow split or duplicate samples to be taken by EPA and the State or their authorized representatives. Upon request, EPA and the State shall allow City to take split or duplicate samples of any samples they take.

135. Until five (5) years after the termination of this Consent Decree, City shall retain, and shall instruct its Consultants, Contractors and agents to preserve, all non-identical copies of all records and documents (including records or documents in electronic form) now in its or its Consultants', Contractors' or agents' possession or control, or that come into its or its Consultants, Contractors' or agents' possession or control, and that relate in any manner to City's performance of its obligations under this Consent Decree. This record retention requirement shall apply regardless of any document-retention policy to the contrary.

136. At the conclusion of the document-retention period provided in Paragraph 135, City shall notify the United States and the State at least ninety (90) days prior to the destruction of any records or documents subject to the requirements Paragraph 135, and, upon request by the United States or the State, City shall deliver any such records or documents to EPA or the State. City may assert that certain documents, records, or other information is privileged under the attorney-

client privilege or any other privilege recognized by federal law. If City asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by City. However, no documents, reports, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged.

137. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State, pursuant to applicable federal or state laws, regulations, or permits.

XVI. FAILURE OF COMPLIANCE

138. The United States and the State do not, by consent to the entry of this Consent Decree, warrant or aver in any manner that City's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, regulations enacted pursuant to the Act, or applicable state laws and regulations. Notwithstanding the United States' or the State's review and approval of any documents submitted to it by City pursuant to this Consent Decree, City shall remain solely responsible for compliance with the terms of the Act and this Consent Decree. Application for construction grants, State Revolving Loan Funds, or any other grants or loans, or other delays caused by inadequate facility planning or plans and specifications on the part of City shall not be cause for extension of any required compliance date in this Consent Decree.

XVII. CERTIFICATION

139. Except for the Deliverables listed in Section XI ("Certification, Approval and Seal by Professional Engineer") which are subject to that Section XI, in all other Deliverables, notices, documents or reports submitted to the United States and/or the State pursuant to this Consent Decree, Fort Smith shall, by a Fort Smith senior management official, sign and certify such Deliverables, notices, documents or reports as follows:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

140. City shall not object to the authenticity and admissibility into evidence of any Deliverable prepared by City in accordance with this Consent Decree, or the information contained in said Deliverables, in any proceeding to enforce this Consent Decree.

XVIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

141. This Consent Decree resolves the civil claims of the United States and the State of Arkansas, against City for violations of the P Street Permit, Massard Permit, and Section 301 of

the Act, 33 U.S.C. § 1311, as alleged in the Complaint filed in this action, through the Date of Lodging.

142. This Consent Decree supersedes all previously issued CWA administrative orders issued by EPA to City.

143. City does not admit liability arising out of the transactions or occurrences alleged in the Complaint and reserves all rights regarding factual and legal contentions therein except in an action to enforce this Consent Decree by a Party.

144. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. City is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and City's compliance with this Consent Decree shall be no defense to any action commenced pursuant to said laws, regulations, or permits. Plaintiffs do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that City's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, regulations, the NPDES Permits, or state law.

145. This Consent Decree does not limit or affect the rights of City or of the United States or State against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against City, except as otherwise provided by law.

146. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third-party not party to this Consent Decree.

147. Nothing in this Consent Decree limits the rights or defenses available under Section 309(e) of the CWA, 33 U.S.C. § 1319(e), in the event that the laws of the State prevent Fort Smith from raising the revenue needed to comply with this Decree.

XIX. COSTS

148. The Parties shall each bear their own costs of litigation of this action, including attorneys' fees, except that Plaintiffs shall be entitled to collect the costs (including attorney's fees) incurred in any action necessary to collect any portion of the civil penalties or stipulated penalties due but not paid by City.

XX. NOTICES

149. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-1-1-08677

and

Director, Compliance Assurance and Enforcement Division
U.S. Environmental Protection Agency
Region VI
1445 Ross Avenue
Mail Code (6EN)
Dallas, Texas 75202

and

Deputy Regional Counsel, Enforcement
U.S. Environmental Protection Agency
Region VI
1445 Ross Avenue
Dallas, Texas 75202

To the State of Arkansas:

Arkansas Attorney General's Office
323 Center Street, Suite 200
Little Rock, AR 72201

To the ADEQ:

Director
Arkansas Department of Environmental Quality
5301 Northshore Drive
North Little Rock, AR 72118-5317

To the City:

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

Daily & Woods, P.L.L.C.
58 South 6th Street
P.O. Box 1446
Fort Smith, AR 72902-1446

Director of Utilities
City of Fort Smith
3900 Kelley Highway
Fort Smith, AR 72904

150. Any party may, by providing written notice pursuant to this Section to the other Parties, change its designated notice recipient or address listed herein.

151. Notices submitted pursuant to this Section shall be deemed effective upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XXI. EFFECTIVE DATE

152. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court.

XXII. RETENTION OF JURISDICTION

153. The Court shall retain jurisdiction of this case until termination of this Consent Decree, for the purpose of enabling any of the Parties to apply to the Court for such further order, direction, or relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIV of this Decree ("Dispute Resolution").

XXIII. MODIFICATION

154. This Consent Decree, including Appendices, constitutes the entire agreement of the Parties and shall not be modified by any prior oral or written agreement, representation or understanding. This Consent Decree may not be materially amended or modified except by written agreement of the United States, the State of Arkansas and the City of Fort Smith, and approval of this Court, after notice and motion to all Parties. Any material modification of this Consent Decree shall be effective upon approval of the Court. Non-material modifications which do not significantly alter the requirements of this Consent Decree may be made in writing

by mutual agreement of the United States, the State of Arkansas, and City, and shall be effective upon service.

155. Any disputes, with the exception of disputes regarding the materiality of a modification, among the United States, the State and Fort Smith concerning modifications of this Consent Decree shall be resolved under Section XIV ("Dispute Resolution") of this Consent Decree, and the Party seeking modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

156. Following the filing of any motion under Rule 60(b) seeking a material change to this Consent Decree, Stipulated Penalties shall accrue due to Fort Smith's failure, if any, to continue performance of obligations under this Consent Decree that are necessarily the subject of the Rule 60(b) motion; provided, however, that such penalties need not be paid if the Court resolves the motion in Fort Smith's favor. Fort Smith shall comply with the Consent Decree as modified.

XXIV. TERMINATION

157. This Consent Decree may be terminated when the United States, after consultation with the State, determines that City has completed performance of its compliance requirements under Section V of this Consent Decree, has thereafter maintained satisfactory compliance with this Consent Decree and its NPDES permits, and has paid the civil penalty under Section VII, and any accrued stipulated penalties as required under Section XII of this Consent Decree not waived or reduced by the United States. City may serve on the United States a request for Termination, certifying that City has satisfied those requirements, together with all necessary supporting documentation ("Request for Termination").

158. Following receipt by the United States and the State of City's Request for Termination, the Parties shall confer informally concerning the request and any disagreement that they may have as to whether City has complied with the requirements for termination of this Consent Decree. If the United States, after consultation with the State, agrees that the Decree may be terminated, the United States and Fort Smith shall submit, for the Court's approval, a joint stipulation terminating the Decree.

159. If the United States, after consultation with the State, does not agree that the Decree may be terminated, Fort Smith may invoke Dispute Resolution under Section XIV of this Decree. However, Fort Smith shall not seek Dispute Resolution of any dispute regarding termination under of the Dispute Resolution Section, until one hundred and twenty (120) Days after service of its Request for Termination.

XXV. CONTINGENT LIABILITY OF THE STATE OF ARKANSAS

160. Pursuant to Section 309(e) of the Act, 33 U.S.C. § 1319(e), the United States specifically reserves its claims against the State of Arkansas, and the State of Arkansas reserves any and all defenses.

XXVI. PUBLIC PARTICIPATION

161. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate,

improper, or inadequate. City consents to entry of this Consent Decree, as lodged, without further notice.

XXVII. SIGNATORIES/SERVICE

162. Each undersigned representative of the City, the State of Arkansas, acting ex relation through the ADEQ, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

163. This Consent Decree may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

164. City hereby agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless one or more Plaintiffs has notified City in writing that it no longer supports entry of the Decree.

165. City hereby agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXVIII. INTEGRATION/APPENDICES

166. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written. No other document,

nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

167. The following Appendices are attached to and incorporated into this Consent Decree:

Appendix A - The Sanitary Sewer Assessment ("SSA") Process

Appendix B - Pump Station/ Force Main Evaluations

Appendix C - Sewer System Assessment ("SSA") Status

Appendix D - Remediation Determination Process

Appendix E1 - Previously Identified Capacity-Related Remedial Measures Projects Already Budgeted

Appendix E2 - Other Previously Identified Capacity-Related Remedial Measures Projects

Appendix F - Supplemental Environmental Project – Private Service Line Program

Appendix G – Fort Smith Consent Decree Deliverables and Associated Work Requirements

168. Any conflict between the language in the body of the Consent Decree and the language in an appendix should be resolved in favor of the language in the body of the Decree.

XXIX. FINAL JUDGMENT

169. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the United States, the State of Arkansas, acting ex relation through the ADEQ, and the City. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

_____

United States District Court Judge
for the Western District of Arkansas

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR THE UNITED STATES OF AMERICA:

_____	_____
Date	SAM HIRSCH Acting Assistant Attorney General Environment and Natural Resources Division United States Department of Justice
_____	_____
Date	LISA A. CHERUP Trial Attorney Environmental Enforcement Section Environment and Natural Resources Division United States Department of Justice P.O. Box 7611 Ben Franklin Station Washington, D.C. 20044-7611 Telephone (202) 514-2802 Lisa.Cherup@usdoj.gov

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR PLAINTIFF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

_____	_____
Date	JOHN BLEVINS Division Director Compliance Assurance and Enforcement Division U.S. Environmental Protection Agency, Region VI 1445 Ross Avenue, Suite 1200 Dallas, Texas 75202-2733
_____	_____
Date	SUZANNE MURRAY REGIONAL COUNSEL U.S. Environmental Protection Agency, Region VI 1445 Ross Avenue, Suite 1200 Dallas, Texas 75202-2733
_____	_____
Date	DAVID GILLESPIE Assistant Regional Counsel U.S. Environmental Protection Agency, Region VI 1445 Ross Avenue, Suite 1200 Dallas, Texas 75202-2733

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

_____	_____
Date	CYNTHIA GILES, Assistant Administrator Office of Enforcement and Compliance Assurance U.S. Environmental Protection Agency 1200 Pennsylvania Ave., N.W. Washington, D.C. 20460
_____	_____
Date	MARK POLLINS Division Director Water Enforcement Division Office of Civil Enforcement Office of Enforcement and Compliance Assurance U.S. Environmental Protection Agency 1200 Pennsylvania Ave., N.W. Washington, D.C. 20460
_____	_____
Date	JOANNA CITRON DAY Water Enforcement Division Office of Civil Enforcement Office of Enforcement and Compliance Assurance U.S. Environmental Protection Agency 1200 Pennsylvania Ave., NW (2243A) Washington, DC 20460

WE HEREBY CONSENT to the entry of this Consent Decree, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR THE STATE OF ARKANSAS:

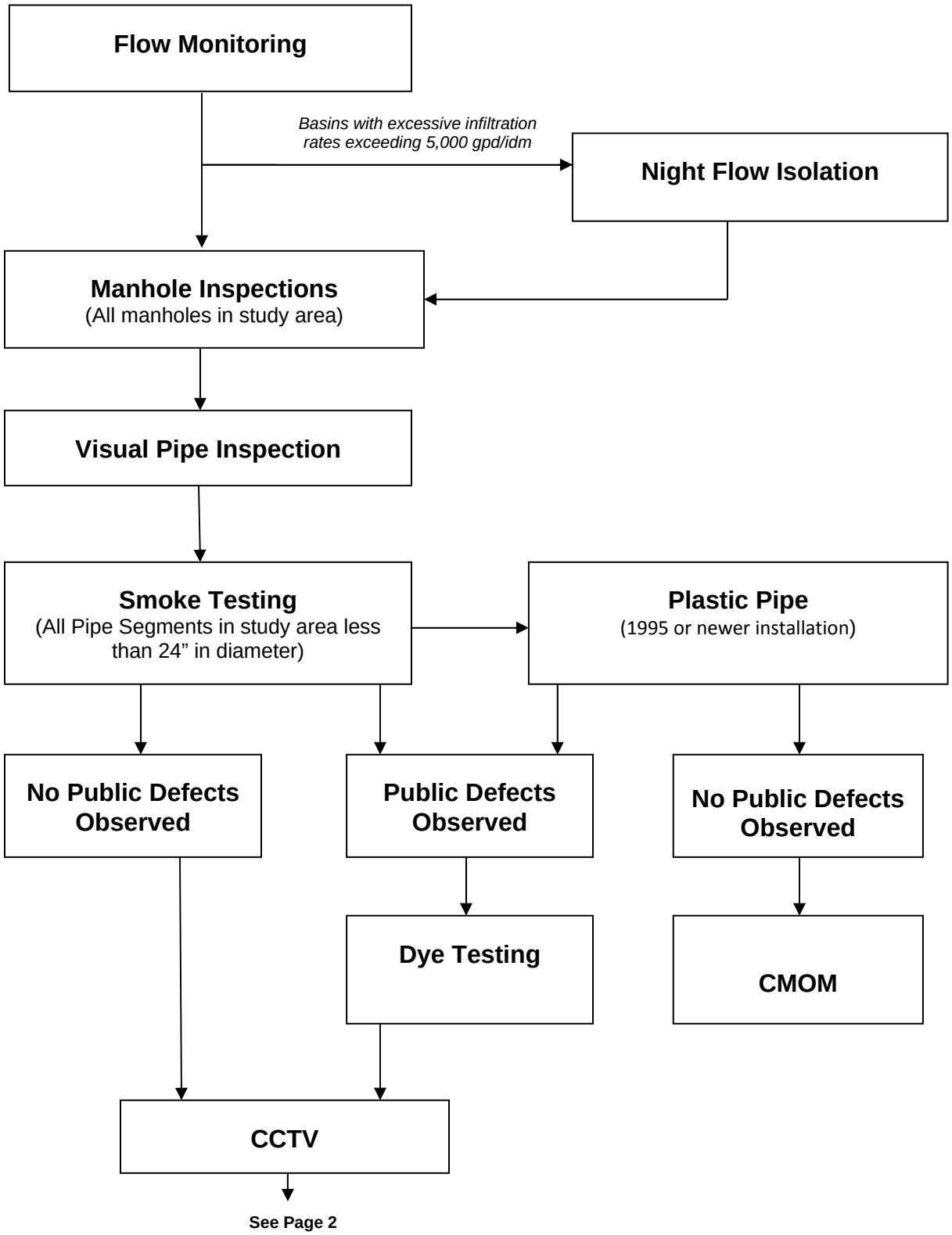
_____	_____
DATE:	DUSTIN McDANIEL Attorney General of Arkansas
_____	_____
DATE:	JAMIE EWING Assistant Attorney General 323 Center Street, Suite 200 Little Rock, Arkansas 72201 Telephone (501) 682-5310

FOR DEFENDANT CITY OF FORT SMITH, ARKANSAS

_____	_____
Date	RAY GOSACK City Administrator City of Fort Smith 623 Garrison Avenue, Suite P.O. Box 1908 Fort Smith, AR 72902
_____	_____
Date	JERRY L. CANFIELD City Attorney Daily & Woods, P.L.L.C. 58 South 6th Street P.O. Box 1446 Fort Smith, AR 72902

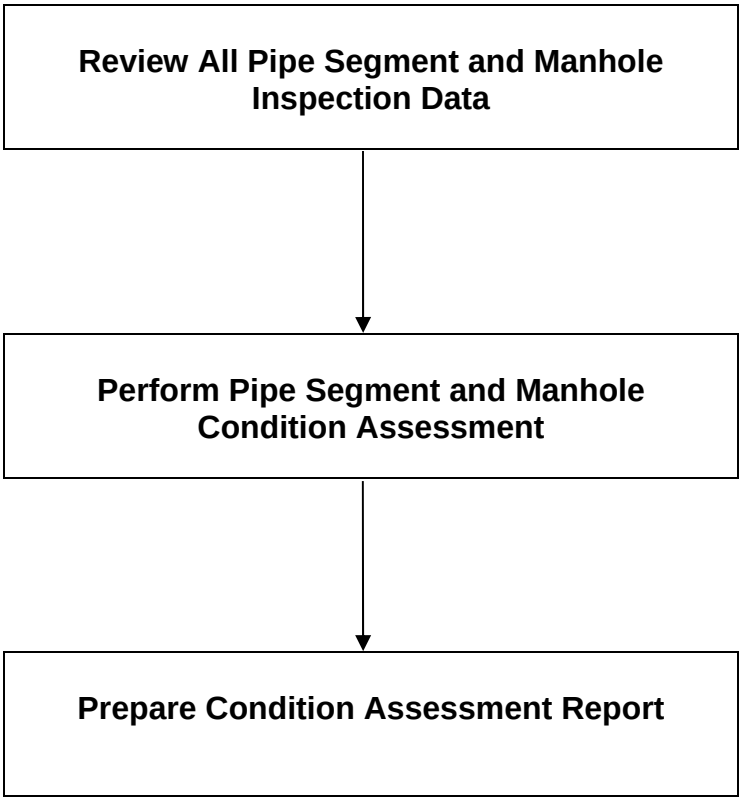
APPENDIX A

Sanitary Sewer Assessment ("SSA") Process



APPENDIX A

Sanitary Sewer Assessment ("SSA") Process



APPENDIX A

Sanitary Sewer Assessment ("SSA") Process

Plan, Schedule, and Conduct Sanitary System Assessments

Small Diameter Gravity Sewer Mains (Less than 24" diameter)	Large Diameter Gravity Sewer Mains (Equal to or greater than 24" diameter)	Manholes
Select Inspection Methods – CCTV (all non-plastic pipe, plastic pipe older than 1995, and newer plastic pipe having defects revealed by other investigations) – Visual inspection methods may include: ▪ Visual Pipe Segment inspection from full descent entry by trained field personnel – Smoke testing ▪ Including concurrent visual inspection of buildings from the public ROW to attempt to ascertain the presence of downspouts and other private property storm drains – Dye testing – Other techniques (such as new technologies or methods that become available as preapproved by EPA) – All other investigations the City deems necessary to locate sources of I/I that could cause or contribute to SSOs and/or condition defects in WCTS **Prioritize pipes for inspection using these criteria:** – The occurrence of dry-weather and wet-weather SSOs; – The nature and extent of customer complaints; – Previous and current flow monitoring studies; – Location of SSOs in low-income census tract areas; – The causes and applicable methods of eliminating SSOs; – Remedial Measures already undertaken or scheduled for implementation; – Field crew work orders; and, – Other relevant information – **Schedule and conduct inspection activities** – Generally, schedule CCTV after visual Pipe Segment and smoke testing inspection activities are complete.	**Inspection Methods** – CCTV, sonar, 360 degree video, laser imaging, physical entry – Other techniques (such as new technologies or methods that become available as preapproved by EPA) – All other investigations the City deems necessary to locate sources of I/I that could cause or contribute SSOs and/or condition defects in WCTS **Select and prioritize pipes for inspection using these criteria:** – The occurrence of dry-weather and wet-weather SSOs; – The nature and extent of customer complaints; – Previous and current flow monitoring studies; – Location of SSOs in low-income census tract areas; – The causes and applicable methods of eliminating SSOs; – Remedial Measures already undertaken or scheduled for implementation; – Field crew work orders; and, – Other relevant information **Schedule and conduct inspection activities**	**Inspection Methods** – Full descent inspection with visual pipe inspection performed at same time. – Other techniques (such as new technologies or methods that become available as preapproved by EPA) **Schedule and conduct inspection activities** – Generally manhole inspections are performed throughout the time frame to study a selected basin.

Gravity Sewer Line Condition Assessment

Perform condition assessment based on these guidelines:

– Prioritize the review of inspection data based on the severity of findings.
– Record defects utilizing PACP coding.
– Categorize assets based on the following table:

Category	Example Structural Conditions for Each Category	Likely Outcome
Grade 5	Pipe segment has failed or will likely fail within the next five years. Pipe segment requires immediate attention.	Remedial Design
Grade 4	Pipe segment has severe defects with the risk of failure within the next five to ten years.	Remedial Design
Grade 3	Pipe segment has moderate defects. Deterioration may continue, but not for 10 to 20 years.	Add into CMOM program
Grade 2	Pipe segment has minor defects. Pipe is unlikely to fail for at least 20 years	Add into CMOM program

Grade 1	Pipe segment has minor defects. Failure is unlikely in the foreseeable future.	Add into CMOM program

Perform condition assessment on inspection data and consider appropriate criteria which shall include factors such as the following:

- Type and severity of structural defects
- Historical operation and maintenance data: Overflows, inspections, cleaning findings, cleaning frequency, previous remediation, customer complaints, and other unique circumstances for each individual asset
- Site conditions: Access for maintenance and construction, depth, soil type, environmental sensitivity, surface restoration requirements, and other unique circumstances for each individual asset

Manhole Condition Assessment

Perform condition assessment based on these guidelines:

- Prioritize the review of inspection data based on the severity of findings.
- Record Inflow/Infiltration defects, such as pick hole covers, frame seal leaks, infiltration runners, etc and assign estimated values of I/I for each Manhole. Each Manhole which is observed to have I/I defects are added to a remedial design project.
- Record MACP structural condition ratings for each component of the Manhole (cover and frame, frame adjustment, corbel, wall, bench, and trough) based on scoring conditions of 1 thru 5. Each Manhole component score is added and averaged. Any Manhole which has any component of 4 or 5, or whose average is above 4 is added to remedial list.
- Categorize assets based on the following table:

Category	Example Structural Conditions for Each Category	Likely Outcome
Grade 5	Failure has already occurred or is likely to occur.	Remedial Design
Grade 4	Cracks, deterioration, visible deformities observed.	Remedial Design
Grade 3	Moderate corrosion observed and/or moderate surface damage to material.	Add into CMOM program
Grade 2	Moderate material degradation noticed, however no visible structural defects.	Add into CMOM program
Grade 1	New manhole with no defect observed.	Add into CMOM program

Perform condition assessment on inspection data and consider appropriate criteria which shall include factors such as the following:

- Type and severity of structural defects
- Historical operation and maintenance data: Overflows, inspections, cleaning findings, cleaning frequency, previous remediation, customer complaints, and other unique circumstances for each individual asset
- Site conditions: Access for maintenance and construction, depth, soil type, environmental sensitivity, surface restoration requirements, and other unique circumstances for each individual asset

APPENDIX B

Pump Station / Force Main Evaluations

Pump Stations

The City has designed and constructed improvements to replace five (5) of the seven (7) major Pump Stations serving the WCTS. Of these major Pump Stations, the City has completed construction of Pump Station 1 (P Street), Pump Station 3 (Massard), and Pump Station 4 (Sunnymede), and is currently constructing Pump Station 2 (Mill Creek) and Pump Station 13 (Zero Street). The City has scheduled design and construction of improvements to Pump Station 5 (Walnut) and Pump Station 6 (Riverfront) as listed in Appendix E2 of this Consent Decree.

In addition, the City replaced Pump Station 19 (Candlestick) in 2001 and completed replacement of the Force Main serving Pump Station 19 in 2014. The City eliminated Pump Station 7 and Pump Station 14 with the construction of Pump Station 10 (Plum) in 2012. The City is currently designing new Pump Stations to replace Pump Station 15 (Hunter's Point), Pump Station 17 (Edgewater) and Pump Station 23 (104th Street), providing for the elimination of Pump Station 16 (Dallas) by constructing a Gravity Sewer Line to divert the flow to Pump Station 16 to Pump Station 23 (104th Street). The City is currently evaluating the condition of Pump Station 8 (Riverlyn) and has scheduled the design of the replacement for Pump Station 8 in 2015. Pump Station 26 (South Field) and the Gravity Sewer Lines which it serves were constructed in 2004. Pump Station 27 (North Pointe) and the Gravity Sewer Lines it serves were constructed in 2007.

For these fifteen (15) Pump Stations within the WCTS ("Group One"), that have been reconstructed, undergoing major reconstruction, scheduled for construction, or constructed since 2001, the City shall complete an evaluation report and may use information and documentation from engineering reports, contract documents, contract specifications, contract submittals and operations and maintenance manuals and other such existing information for a basis for the Pump Station evaluation and analysis.

For the remaining seven (7) Pump Stations within the WCTS ("Group Two"), the City shall complete an evaluation report to determine what repairs or rehabilitation, if any, or if operational and maintenance changes, if any, may be warranted. The evaluation process will develop information and consider a variety of factors to determine condition, capacity, and/or operating performance. Not all considerations are applicable to each pump station, nor does each consideration apply to each Pump Station in the same manner, since each Pump Station is unique. Thus, the improvements selected for each Pump Station will vary. The evaluation of all twenty-two (22) Pump Stations shall include the following:

a. Determination of the actual firm capacities of each Pump Station by field measurement;

b. The adequacy of each Pump Station's firm capacity using the criteria of Paragraph 45 d., i, ii and iii of this Consent Decree; and

c. The ability of maintenance personnel to take corrective actions within the critical response time calculated for each Pump Station.

Force Mains

The City conducted an evaluation of the Force Main from Pump Station 2 (Mill Creek) as documented in a Technical Memorandum dated August 2012. The City shall conduct an evaluation of the remaining Force Mains within its WCTS based upon direct inspection of the Force Main where possible, or if direct inspection is not practical, with such assessment deduced from the condition and performance of Force Mains or water mains constructed of similar pipe materials within the immediate proximity of the route of the Force Main. The Force Main evaluation shall, to the extent practicable, include an assessment of the Force Main's normal operating pressure, maximum anticipated pressures which could occur due to pump shut-down or failure, valve failure, together with past maintenance records and visually inspecting the ground surface over the entire length of the Force Main.

The City shall prepare an inventory listing each Force Main in the WCTS indicating the pipe material(s), age or installation date, diameter, length, special corrosion protection measures, if any, and typical flow rates and operating pressures. The inventory shall include any redundant or stand-by Force Main(s) and indicate the capacity of the redundant Force Main as a percentage of the Pump Station's discharge and the typical operating mode (i.e., emergency standby, wet weather standby, or other mode).

WCTS Pump Station Listing

Project order and completion dates listed in the following WCTS Pump Station Listing, Group One, are estimates only and may change following the time intervals provided by Paragraphs 19, 20, 22 and 24 of the Consent Decree.

Fifteen	Hunters Point	1973	Final design phase	2016	Absent	On-site generator	2016	1973	March 31, 2018
Sixteen	Dallas	1973	To be decommissioned	N/A	N/A	Portable	N/A	N/A	N/A
Seventeen	Edgewater	1973	Final design phase	2016	Absent	On-site generator	2016	1973	March 31, 2018
Nineteen	Candlestick	1974	Replaced	2001	Present	On-site generator	2013	2014	CMOM
Twenty-three	104th Street	1980	Final design phase	2016	Absent	On-site generator	2016	1980	March 31, 2018
Twenty-six	South Field	2004	Constructed	2004	Present	On-site generator	2013	2004	CMOM
Twenty-seven	North Pointe	2007	Constructed	2007	Present	On-site generator	2007	2007	CMOM
Group Two			**Evaluation Report**	**Date** (4)					**Evaluation Report**
Nine	South "I" & 4th	1969	March 31, 2018	2026	Present	On-site generator	2013	1969	March 31, 2018
Eighteen	Ball Road	1973	March 31, 2018	2026	Present	On-site generator	2013	1973	March 31, 2018
Twenty	Fort Smith Park	1975	March 31, 2018	2026	Present	On-site generator	1975	1968	March 31, 2018
Twenty-one	Riverbend	1975	March 31, 2018	2026	Present	On-site generator	2013	1975	March 31, 2018
Twenty-two	Riley Farms	1998	March 31, 2018	2026	Present	On-site generator	2013	1998	March 31, 2018
Twenty-four	Canterbury	1979	March 31, 2018	2026	Present	On-site generator	2013	1979	March 31, 2018
Twenty-five	Lakeview Point	1986	March 31, 2018	2026	Present	On-site generator	2013	1986	March 31, 2018

Notes:

(1) Year indicates time of completed pump station replacement or scheduled completion of replacement.

(2) Year indicates the time standby power was provided or when standby power will be operational.

(3) CMOM indicates assessment to be conducted with continuing maintenance program.

(4) Year indicates time of completion of Group 2 pump station and force main improvements and remedial measures.

APPENDIX C

Sewer System Assessment ("SSA") Status

Basin Number (Total Sewer Footage in Basin)	Sub-basin Number	Total Sub-basin Sewer Footage	Total Number of Manholes in Each Sub-basin	Sub-basin Sewer Footage Previously Assessed	Total Footage of Capacity Improvements Completed or Planned (Appendix E1 & E2)	Sub-basin Footage Remaining to be Assessed
1 (166,747 ft.)	SM01	19,820	96			19,820
	Z006	65,757	295		7,402	58,355
	Z007	20,905	104			20,905
	Z008	60,265	412			60,265
2 (145,057 ft.)	Z002	24,743	94		6,669	18,074
	Z003	38,821	201		2,374	36,447
	Z004	47,955	268			47,955
	Z005	33,538	150			33,538
3 (111,650 ft.)	CS01	38,976	195			38,976
	Z001	72,674	302		948	71,726
4 (321,197 ft.)	B001	7,413	32			7,413
	LF01	8,689	29			8,689
	M002*	48,696	151		2,314	46,382
	M003	124,731	528		5,867	118,864
	RF01	86,995	292		9,249	77,746
	SK01	37,987	186		6,115	31,872
	WL01	6,686	24			6,686
5 (151,233 ft.)	CC01	6,382	32			6,382
	CP01	7,204	36			7,204
	CP02	4,516	23			4,516
	D001	3,712	21			3,712
	HL01	3,712	18			3,712
	HP01	11,016	63			11,016
	HR01	3,556	19			3,556

APPENDIX C

Sewer System Assessment ("SSA") Status

	RB01	13,424	69			13,424
	M001	37,690	169	5,859	2,393	29,438
	M002*	20,553	92			20,553
	M004	39,468	183		5,243	34,225
6 (115,985 ft.)	M005	34,980	176			34,980
	M006	31,223	120			31,223
	M007	49,782	244		2,686	47,096
7 (63,180 ft.)	MC07	40,579	200			40,579
	MC08	22,601	77		3,621	18,980
8 (85,200 ft.)	MC04	31,959	121		4,553	27,406
	MC06	53,241	245		3,999	49,242
9 (126,775 ft.)	MC03	26,834	112		7,566	19,268
	MC05	99,941	485	99,941		0
10 (110,880 ft.)	P008*	44,858	229	23,595		21,263
	P009	66,022	331	16,084	5,262	44,676
11 (65,685 ft.)	MC01	28,888	142		1,878	27,010
	MC02	36,797	154	36,797	1,940	0
12 (120,602 ft.)	P005*	42,645	193	41,435	5,349	1,210
	P006	77,957	325	77,957	4,277	0
13 (142,895 ft.)	P002*	47,074	198		1,525	45,549
	P010	35,312	141		3,224	32,088
	P011	55,827	278		1,836	53,991
	P012	4,682	21			4,682
14 (138,808 ft.)	P005*	20,900	89		2,361	18,539
	P007	71,837	331		1,247	70,590
	P008*	46,071	207		3,559	42,512
15 (103,054 ft.)	S006	53,008	248		6,857	46,151
	S007	50,046	245			50,046

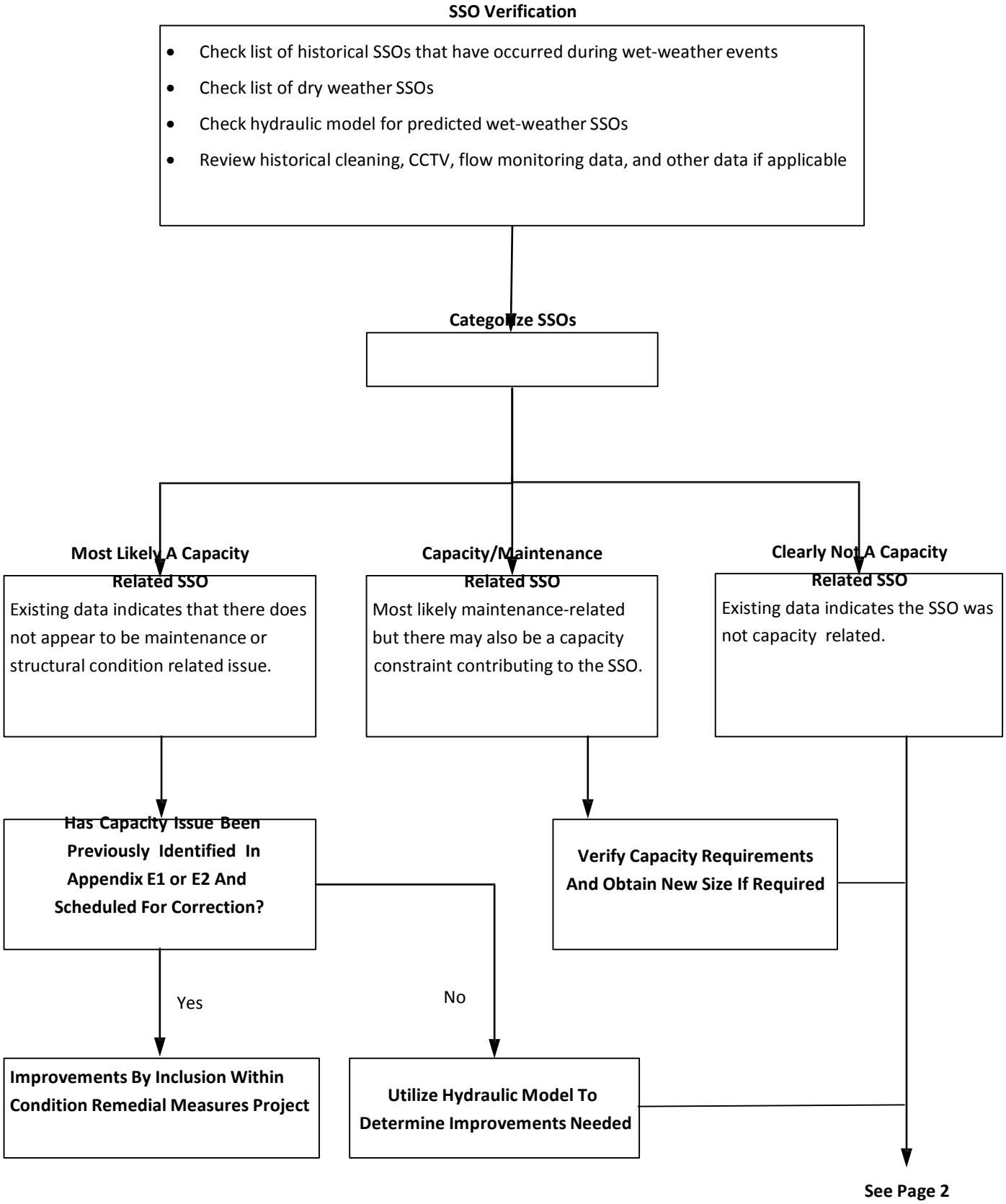
APPENDIX C

Sewer System Assessment ("SSA") Status

16 (46,010 ft.)	S002	46,010	214		10,621	35,389
17 (102,213 ft.)	RL01	60,283	308	59,962		321
	RL02	4,745	25	4,662		83
	S001	37,185	149	4,093		33,092
18 (127,159 ft.)	NP01	3,561	22			3,561
	P001	38,334	154		841	37,493
	P002*	7,078	25		3,187	3,891
	P003	36,498	134			36,498
	P004	35,253	136			35,253
	P005*	6,435	24			6,435
19 (97,268 ft.)	S008	54,719	237		2,780	51,939
	S009	42,549	179			42,549
20 (70,564 ft.)	PL01	26,751	101			26,751
	S005	36,546	172		6,806	29,740
	SP01	7,267	23			7,267
21 (166,447 ft.)	CL01	2,347	12			2,347
	FL01	67,342	259		7,369	59,973
	FL02	50,764	195		5,710	45,054
	W001	45,994	188		7,879	38,115
22 (104,560 ft.)	S003	62,142	292	11,917	3,659	46,566
	S004	42,418	192	11,471	2,390	28,557
Totals		2,683,169	12,037	393,773	161,556	2,139,406
* Sub-basins overlapping multiple Basins						

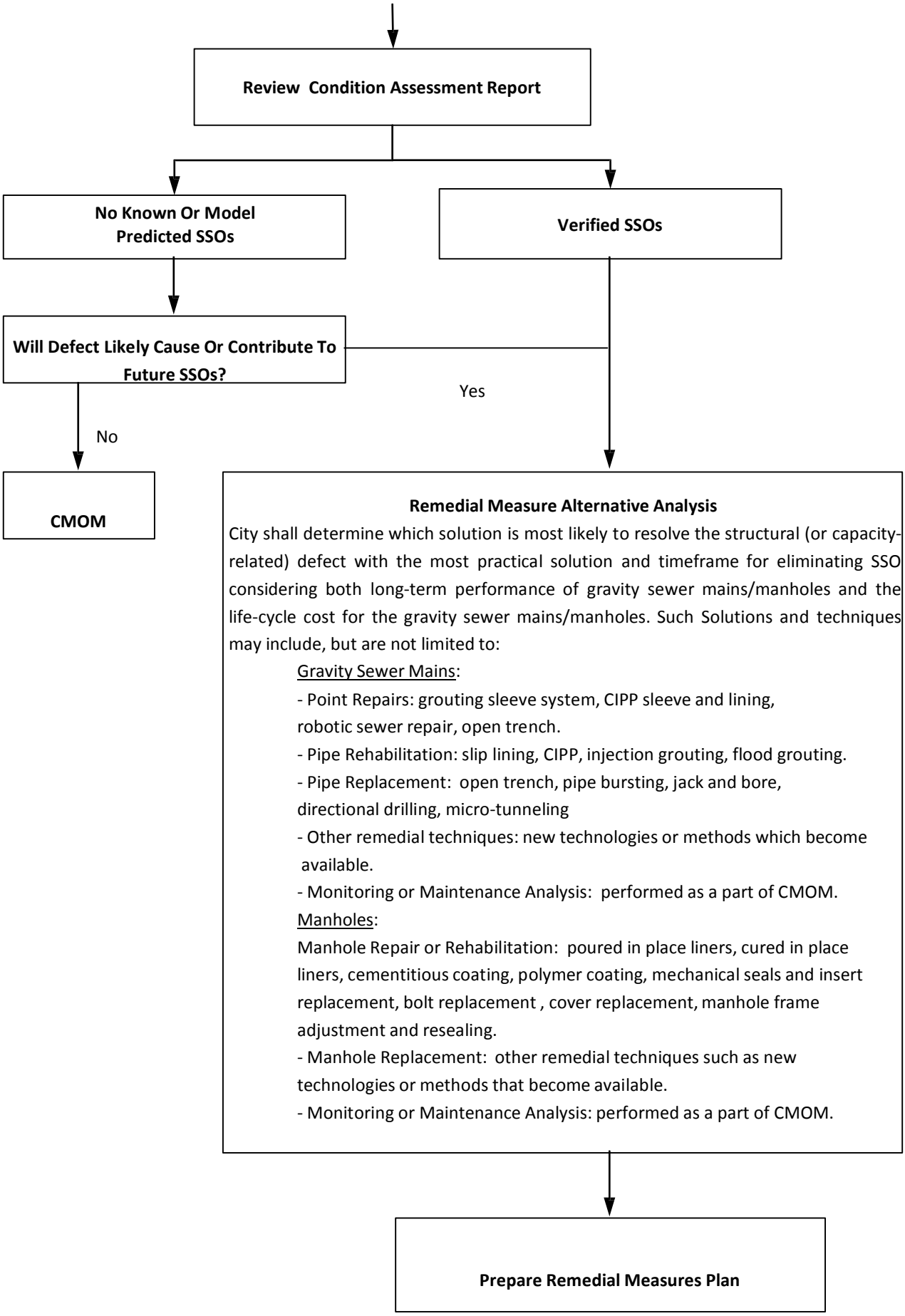
APPENDIX D

REMEDIATION DETERMINATION PROCESS



APPENDIX D

REMEDIATION DETERMINATION PROCESS



APPENDIX E1

PREVIOUSLY IDENTIFIED CAPACITY-RELATED
REMEDIAL MEASURES PROJECTS ALREADY BUDGETED

Project Name	Linear Feet of Pipe	Project Completion Date
Pump Station 19 Force Main Replacement	7,770	2014
Zero Street EQ Basin and Pump Station	N/A	2015
Mill Creek EQ Basin and Pump Station	N/A	2016
Mill Creek Capacity Improvements Phase 1	8,300	2016
Mill Creek Capacity Improvements Phase 2	8,055	2015

APPENDIX E2

OTHER PREVIOUSLY IDENTIFIED CAPACITY-RELATED REMEDIAL MEASURES PROJECTS

City anticipates that construction of the projects listed below will be required to achieve the objectives of this Consent Decree, including the goal of eliminating wet weather related SSOs. However, City reserves the ability to re-evaluate the need for these projects based upon completion of hydraulic modeling and capacity assessment requirements of Section V, Article Four of this Consent Decree. Linear feet of pipe listed for each project below represents the current estimate based upon past modeling of the wastewater collection system and may likely change. Project order and completion dates listed are estimates and project priority may change following completion of Section V, Article Four requirements. A final listing will be included within the Capacity Remedial Measures Report as required under Section V, Article 5 of this Consent Decree.

Project Name	Linear Feet of Pipe	Project Completion Date
Sub-Basin P007 Capacity Improvements	1,247	2017
Sub-Basin P002 & P003 Capacity Improvements	7,102	2018
Basin 10 and 14 Capacity Improvements Phase I	8,281	2019
Basin W001 Capacity Improvements	7,879	2020
Pump Station 5 Rehabilitation/Replacement	N/A	2020
Basin FL01 Capacity Improvements	7,369	2021
Basin FL02 Capacity Improvements	5,710	2021
Pump Station 6 Rehabilitation/Replacement	N/A	2021
Massard WWTP Improvements	N/A	2021
Basin 10 and 14 Capacity Improvements Phase II	5,262	2022
Phoenix Ave Capacity Improvements	3,621	2022
Skyline Estates Capacity Improvements	6,115	2022
Basin 12 Capacity Improvements Phase I	6,282	2022
Basin 12 Capacity Improvements Phase II	4,277	2023
Sub-Basin P004 Capacity Improvements	4,561	2024
Basin 13 Capacity Improvements	5,060	2024
4th Street Capacity Improvements	2,778	2025
Sub-Basin M001 Capacity Improvements	2,393	2025
Sub-Basin M004 Capacity Improvements	5,243	2025
Sub-Basin M007 Capacity Improvements	2,686	2026
Sub-Basin M002 and M003 Capacity Improvements	8,181	2026

APPENDIX F

SUPPLEMENTAL ENVIRONMENTAL PROJECT
PRIVATE SERVICE LINE REPLACEMENT PROGRAM

A. BACKGROUND

The City's Wastewater Collection and Treatment System ("WCTS") becomes a conduit for storm water when defective Private Service Lines allow rain or groundwater to enter the WCTS. The purpose of the Supplemental Environmental Project ("SEP") is to reduce extraneous flows, including inflow and infiltration ("I&I") caused by defects in private laterals serving residences from entering the WCTS through Private Service Lines. For purposes of this SEP, a defective private lateral is any Private Service Line that connects to the WCTS that discharges any substance that is not intended to be transferred via the WCTS, such as storm water, surface water runoff, and roof runoff. As a result of the Sewer System Assessments ("SSAs") and other work completed pursuant to Section V of the Consent Decree, the City may identify defective Private Service Lines in need of repair or replacement.

B. DESCRIPTION OF THE SEP

The City may perform the repair or replacement of defective Private Service Lines of eligible residential property owners itself or may use contractors or consultants in implementing this SEP, or may reimburse eligible residential property owners for work performed on defective Private Service Lines in accordance with the SEP program described herein. In implementing this SEP, the City shall do the following, in accordance with the schedule set forth below:

- Draft and submit to EPA a proposed Escrow Agreement for EPA Review and Comment;
- Establish the Escrow and provide a copy of the Escrow Agreement to EPA;
- Fund the Escrow;
- Develop eligibility qualifications to identify residential property owners eligible for this SEP, using 2010 census information to identify moderate, low, and very low income level eligibility. In the event that more eligible residents apply for the SEP than there are funds available, preference shall be given to eligible very low

income residents, then eligible low income residents, and then eligible moderate income residents. If after four (4) years from the Date of Lodging, the City has spent less than twenty-five percent (25%) of the Escrow Funds, it may submit to EPA for Review and Approval a proposal to establish additional criteria for eligibility for the SEP;

- Provide information to residential property owners advising them of the potential availability of the SEP, the eligibility requirements, and contact information if they are interested in participating;

- Review and process applications from residents;

- Establish standards for directing the employees or contractors/plumbers performing the repair or replacement of a Private Service Lines under this SEP, including standards to ensure appropriate permits for the work are secured;

- Establish standards for reimbursing an eligible residential property owner who has paid a qualified plumber/contractor and for paying directly a qualified plumber/contractor for work performed in accordance with this SEP;

- Maintain records of: deposits into the SEP Escrow, work performed on Private Service Lines by City employees and qualified contractors/plumbers, and payments made from the Escrow;

- Complete and submit reports to EPA as required by the Consent Decree; and,

- Ensure that the SEP is completed in accordance with the schedule set forth below.

C. SEP COSTS

The City shall spend at least $400,000 of eligible SEP costs for the repair and/or replacement of Private Service Lines for eligible residential property owners. Eligible SEP costs are only the costs of performing repair or replacement work, by either City employees or private contractors/plumbers on Private Service Lines owned by private residential customers. If the City utilizes its own employees and equipment to perform the repair and/or replacement of Private Service Lines, the City shall only be given credit against the total funding obligation if the activity is not something that otherwise would have been performed by the City's employees, and if any such work is supported by time and expense records, which are subject to review by EPA. The amount incurred by the City in using its own employees and equipment, including associated administrative and incidental costs, to perform the SEP may be disbursed to the City from the Escrow per the terms of the Escrow agreement.

The average cost of the services on each private residential property is estimated to range from $1,500 to $2,500 for repair or replacement of a defective Private Service Lines. Actual costs will depend on length of Private Service Lines, surface and sub-surface interferences to the Private Service Line, and other relevant factors.

D. SEP IMPLEMENTATION

1. Payments into the SEP Escrow

Within one (1) Year of the Date of Lodging of the Consent Decree, the City shall deposit two hundred thousand dollars ($200,000), which is fifty (50) percent of the total SEP value, to an interest-bearing escrow account ("Escrow") to be used for performance of the SEP, in accordance with the schedule below, and subject to any credit for eligible SEP costs of City employees or equipment under Paragraph C above.

The City shall allow the United States to review the proposed Escrow Agreement prior to depositing any funds in the SEP Escrow. The City shall provide a copy of the executed Escrow Agreement within thirty (30) Days of the City's initial deposit to the Escrow. The City shall provide EPA with documentation of the deposits to the Escrow within thirty (30) Days of each such deposit. Any interest earned on the Escrow funds may be used by the City to offset the amount of the additional deposits specified herein. The City shall make deposits to the Escrow according to the following schedule:

Year	**Amount**
Within one (1) year of the Date of Lodging	$200,000
Within six (6) years of the Date of Lodging	$100,000
Within eight (8) years of the Date of Lodging	$100,000

2. Project Implementation

Within one (1) Year after the Date of Lodging, the City shall:

- Develop a list of qualified plumbers/contractors who can perform the services at agreed-upon costs for standard scopes of work and in accordance with current plumbing code requirements. Eligible private property owners who want to hire a plumber/contractor to repair or replace their defective Private Service Lines must select from the list of qualified plumbers in order for the work to be paid for from the SEP Escrow account;

- Develop scopes of work, fee schedule, forms, and contracts to be used in implementation of the SEP;

- Develop a process to notify residential property owners of the program. In addition to general notifications, the City may include in its process direct notification to individual residential property owners when the City discovers a Private Service Line in need of repair or replacement throughout the term of the Consent Decree;

- Develop financial hardship qualifications for eligibility for the SEP;

- Determine which residential property owner applicants are eligible to participate in the SEP and notify those residents; and,

- Develop a system to maintain records of disbursement of funds from the Escrow and records of location data of residential property owners that have had services performed on their property as part of the SEP program.

Between one (1) Year from the Date of Lodging and the completion of the SEP, the City shall:

- Begin implementing the SEP;

- Track work performed pursuant to the SEP and maintain records of all work performed whether by the City itself, or by qualified plumbers/contractors hired by eligible property owners, including, at a minimum, the names and addresses of all residential property owners receiving services; and,

- Track all deposits to the SEP Escrow, and all amounts disbursed from the SEP Escrow : 1) to the City itself, when the City has performed the repair or replacement work, at the request of the eligible private property owner; 2) to qualified plumbers/contractors who directly seek payment from the Escrow for repair or replacement work performed for eligible private property owners; and (3) to reimburse eligible private property owners who have paid qualified plumbers/contractors for repair or replacement work on their defective Private Service Lines;

The City shall use best efforts to ensure that the SEP is performed expeditiously and that at least 50% ($200,000) of the SEP funds are issued to or expended on behalf of eligible participants within six (6) Years of the Effective Date of the Consent Decree.

3. Reporting Schedule

In its Annual Report required pursuant to Section IX (Reporting) of the Consent Decree, the City shall include the following information regarding the SEP implementation:

- Deposit of funds to the Escrow by the City;
- Disbursement of funds from the Escrow by the Escrow Agent and to whom disbursements are made to pay plumbers/contractors, or eligible property owners or to the City for services completed;
- The current balance of funds held in the Escrow;
- List of locations (addresses) of residential property owners where services have been performed under the SEP program; and,
- Description of other tasks required performed to implement the SEP during the year.

4. Final Completion Report

Within ninety (90) of the completion of the SEP, which shall be no later than eleven (11) Years after the Date of Lodging of the Consent Decree, the City shall submit a Final Completion Report to EPA as provided in Paragraph 74 of the Consent Decree.

APPENDIX G

Fort Smith Consent Decree Deliverables and Associated Work Requirements

Name of Deliverable	First Reference in Consent Decree	Due Date for Deliverable (and for Associated Work)	Whether Deliverable Subject to EPA Review and Approval, or EPA Review Comment	Whether Deliverable Must be Certified under Section XI or XVII
SSA Program Reports, conducted each Calendar Year, as contained in each Annual Report	Section V, Article One, Paragraphs 10-16	With each Year's Annual Report, due March 31st of the following Calendar Year.	review and comment	Section XVII
Plan for Additional Remedial Measures to be constructed in Basin 12	Section V, Article Two, Paragraph 17	With or before the first Annual Report due March 31, 2016.	review and approval	Section XVII
Remedial Measures Plans resulting from SSA activities conducted in each Calendar Year, as contained in each Annual Report	Section V, Article Two, Paragraph 18	With each Year's Annual Report, due March 31st of the second Calendar Year following the Calendar Year in which the SSA activities are performed (*i.e.* The Remedial Measures Plan for WCTS defects identified by SSA activities performed in Calendar Year 2015 is due 3/31/17). (Remedial Measures shall be completed no later than	review and approval	The Remedial Measures Plan resulting from SSA activities conducted in the first Calendar Year following the Date of Lodging- Section XI; All other Remedial Measures Plans for later Calendar Years- Section XVII

		December 31st of the fourth year following the Calendar Year in which the SSA activities were performed (*i.e.* Remedial Measures identified by SSA activities performed in Calendar Year 2015 shall be complete by 12/31/19))		
Pump Station Alternative Power Supply Completion Confirmation Documentation	Section V, Article Three, Paragraph 21	With or before the Annual Report due March 31, 2019. (Installation of alternative power supplies shall be complete by 12/31/18)	review and comment	
Evaluation Component of the Pump Station and Force Main (PS/FM) Report Remedial Measures Component of the PS/FM Report	Section V, Article Three, Paragraphs 22 and 23	With or before the Annual Report due March 31, 2018. Remedial Measures for Group 1 Pump Stations listed in **Appendix B** shall be complete by 12/31/21 and Remedial Measures for Group 2 Pump stations listed in **Appendix B** shall be completed no later than 12 years from Date of Lodging).	Evaluation component-review and comment Remedial Measures Component-review and approval.	Evaluation component-Section XVII Remedial Measures component-Section XI

Hydraulic Model Update Report	Section V, Article Four, Paragraph 27	With or before the Annual Report due March 31, 2017.	review and comment	Section XVII
Capacity Assessment Report	Section V, Article Four, Paragraph 31	With or before the Annual Report due March 31, 2018	review and comment The Capacity Assessment Report shall be certified by Ft Smith in accordance with Section XI.	Section XI
Capacity Remedial Measures Plan	Section V, Article Five, Paragraph 32 Article Six	With or before the Annual Report due March 31, 2019 (The Capacity Remedial Measures projects listed in Appendix E1 shall be completed in accordance with the dates specified in that Appendix. The Capacity Remedial Measures listed in Appendix E2 shall be completed in accordance with the dates listed in Appendix E2 as may be updated in the Hydraulic Remedial Measures Plan. All other Capacity Remedial Measures identified in this Plan shall	review and approval	Section XVII

		be completed no later than 12 years from the Date of Lodging).		
Capacity, Management Operation and Maintenance ("CMOM") Program-FOG Control Program Component	Section V, Article Seven, Paragraph 37	24 months from Date of Lodging	review and approval	Section XVII
CMOM Program – Root Control Program Component	Section V, Article Seven, Paragraph 39	12 Months from the Date of Lodging	review and approval	Section XVII
CMOM Program – Gravity Sewer Line Cleaning Component	Section V, Article Seven, Paragraph 41	12 Months from Date of Lodging	review and approval	Section XVII
CMOM Program-Continuing Sewer System Assessment Program ("CSSA") Component	Section V, Article Seven, Paragraphs 43-44	24 Months from Date of Lodging	review and approval	Section XVII
CMOM Program-Continuing Pump Station and Force Main Evaluation and Maintenance Program Component	Section V, Article Seven, Paragraph 45	24 Months from Date of Lodging	review and approval	Section XVII

CMOM Program-Continuing Capacity Assurance ("CCA") Program Component	Section V, Article Seven, Paragraph 46	24 Months from Date of Lodging	review and approval	Section XVII
CMOM Program-SSO Reporting Component	Section V, Article Seven, Paragraph 47	12 Months from Date of Lodging	review and approval	Section XVII
CMOM Program – SSO Emergency Response Program Component (a/k/a the "Sanitary Sewer Overflow Emergency Response Program" or "OERP")	Section V, Article Seven, Paragraph 48	12 Months from Date of Lodging	review and approval	Section XVII
CMOM Program-Information Management System Modification Plan	Section V, Article Seven, Paragraphs 50-52	24 Months from Date of Lodging	review and approval	Section XVII
CMOM Program – Standard Operating Procedures (SOP) Component Plan and Schedule	Section V, Article Seven, Paragraph 53	18 Months from Date of Lodging.	review and approval	Section XVII
CMOM Program-Private Service Line Defect Remediation Program Component	Section V, Article Seven, Paragraph 54	24 Months from Date of Lodging	review and approval	Section XVII

CMOM Program – Comprehensive Training Program Component	Section V, Article Seven, Paragraph 55	18 Months from Date of Lodging	review and approval	Section XVII
Mitigation Program Quality Assurance Project Plan (“QAPP”)	Section VI, Paragraph 70	12 Months from Date of Lodging	review and comment	Section XVII
Supplemental Environmental Project (“SEP”)- Escrow Agreement	Appendix F, Subsection B, first bullet	Six (6) Months from the Date of Lodging	review and comment	Section XVII
SEP- Copy of Executed Escrow Agreement	Appendix F, Subsection D	Within thirty (30) Days of making the initial deposit of $200,000 (which is due within one (1) Year of the Date of Lodging)	(no review, only receipt)	Section XVII
SEP- Documentation of Deposits to Escrow Account	Appendix F, Subsection D	Within thirty (30) Days of making each of the three deposits required in Appendix F, Subsection D	(no review, only receipt)	Section XVII
SEP Final Completion Report	Section VIII, Paragraph 74 and Appendix F, Subsection D.3	Within Ninety (90) Days of the completion of the SEP, but no later than eleven (11) Years after the Date of Lodging	review and approval	Section XVII

First Annual Report	Section X, Paragraphs 90-96	3/31/16	Certain aspects- review and approval; other aspects- review and comment (See Paragraphs 80-81 of Consent Decree)	Section XI
Subsequent Annual Reports	Section X, Paragraphs 90- 96	Due March 31st of the Year following the Calendar Year in question	Certain aspects- review and approval; other aspects- review and comment (See Paragraphs 80-81 of Consent Decree)	Section XVII

6A.

ORDINANCE NO. _____

AN ORDINANCE TO ABANDON A PUBLIC UTILITY EASEMENT LOCATED IN HORSESHOE RIDGE, AN ADDITION TO THE CITY OF FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

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

SECTION 1: The City of Fort Smith, Arkansas hereby releases, vacates and abandons all its rights together with the rights of the public generally to the public utility easement located in the hereinafter described real property:

The 5 foot utility easement lying along a portion of the south boundary line of Lot 24, of the plat titled Horseshoe Ridge, Lots 1 thru 24 and Tracts A & B, Fort Smith, Sebastian County, Arkansas, being filed for record August 28, 2014 as plat 1989. Being more particularly described as follows:

Commencing at the southwest corner of said Lot 24; Thence along said south line, N88°05'42"E, 106.00 feet to the Point of Beginning; Thence N03°06'17"W, 5.00 feet; Thence 46.89 feet along the arc of a curve to the right, said curve having a radius of 676.67 feet and being subtended by a chord having a bearing of N87°41'06"E and a distance of 46.88 feet; Thence 30.14 feet along the arc of a curve to the left, said curve having a radius of 20.00 feet and being subtended by a chord having a bearing of N46°30'05"E and a distance of 27.37 feet; Thence N03°19'57"E, 3.54 feet; Thence S86°36'25"E, 5.00 feet to said south line; Thence along said south line the following courses: S03°19'57"W, 3.54 feet; 37.67 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of S46°30'05"W and a distance of 34.21 feet; 46.65 feet along the arc of a curve to the left, said curve having a radius of 671.67 feet and being subtended by a chord having a bearing of S87°40'50"W and a distance of 46.64 feet to the Point of Beginning. Containing 421 square feet or 0.01 acres, more or less.

The public utility easement being released, vacated and abandoned is no longer required for municipal corporate purposes.

SECTION 2: A copy of the Ordinance duly certified by the City Clerk shall be filed with the Office of the Recorder of the County and recorded in the deed records of the County.

PASSED AND APPROVED THIS _____ DAY OF DECEMBER 2014.

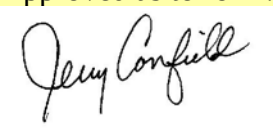
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
Publish One Time

Memo

To: Ray Gosack, City Administrator

From: Wally Bailey, Director of Development Services

Date: 12/11/2014

Re: Request for Abandonment of a Public Utility Easement located in the Horseshoe Ridge Subdivision

The City is in receipt of the enclosed request from Cliff Ivey, agent for R.A. Young Properties, Limited Partnership to abandon a five (5) feet public utility easement within the Horseshoe Ridge Subdivision. The easement was primarily for AOG but has been replaced with a new easement and is no longer required. "Inset C" on the enclosed plat shows the location of the easement proposed for abandonment.

The easement closing is to facilitate the placement of subdivision entry features associated with the Horseshoe Ridge subdivision.

The request to abandon the easement was reviewed by the appropriate city departments and the franchise utility companies. There were no objections to the request.

Enclosed for the Board's consideration is an ordinance authorizing the abandonment of the easement.

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

Enc.

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY OR ALLEY OR EASEMENT

APPLICATION:

Indicate one contact person for application: X Applicant _____ Representative

Applicant (owner)

Name: R.A. Young Properties Limited Partnership

Address: P.O. Box 10048
Fort Smith, Arkansas 72917

Telephone Number: 479-414-9432

E-mail: iveymc@aol.com

Representative (engineer, attorney, realtor, etc.)

Name: _____

Address: _____

Telephone Number: _____

E-mail: _____

Site Address/Location: Horseshoe Ridge Subdivision

Legal Description of area to be vacated (attach separate sheet if necessary): (See Attached)

Assessor's Parcel Number for Subject Property: 18883-0000-01525-00

Reason for Request: Gas company used a different point of access to the subdivision. Owner would like to use area for an entrance gate.

Current Status of Right-of-Way/Easement: Vacant

APPLICANT/REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval.

I understand that if it is determined following review of the application by city staff that ongoing utility interests must be protected through easement dedications, the applicant or his authorized agent shall be required to develop and submit a fully executed easement.
Additionally, I understand that the applicant or agent will be required to execute a Memorandum of Understanding regarding any right-of-way abandonments and understand that no action will be taken by the Board of Directors on an abandonment request until said utility easement, if determined by staff is necessary, and Memorandum of Understanding are on file with the city.

AUTHORIZATION OF AGENT

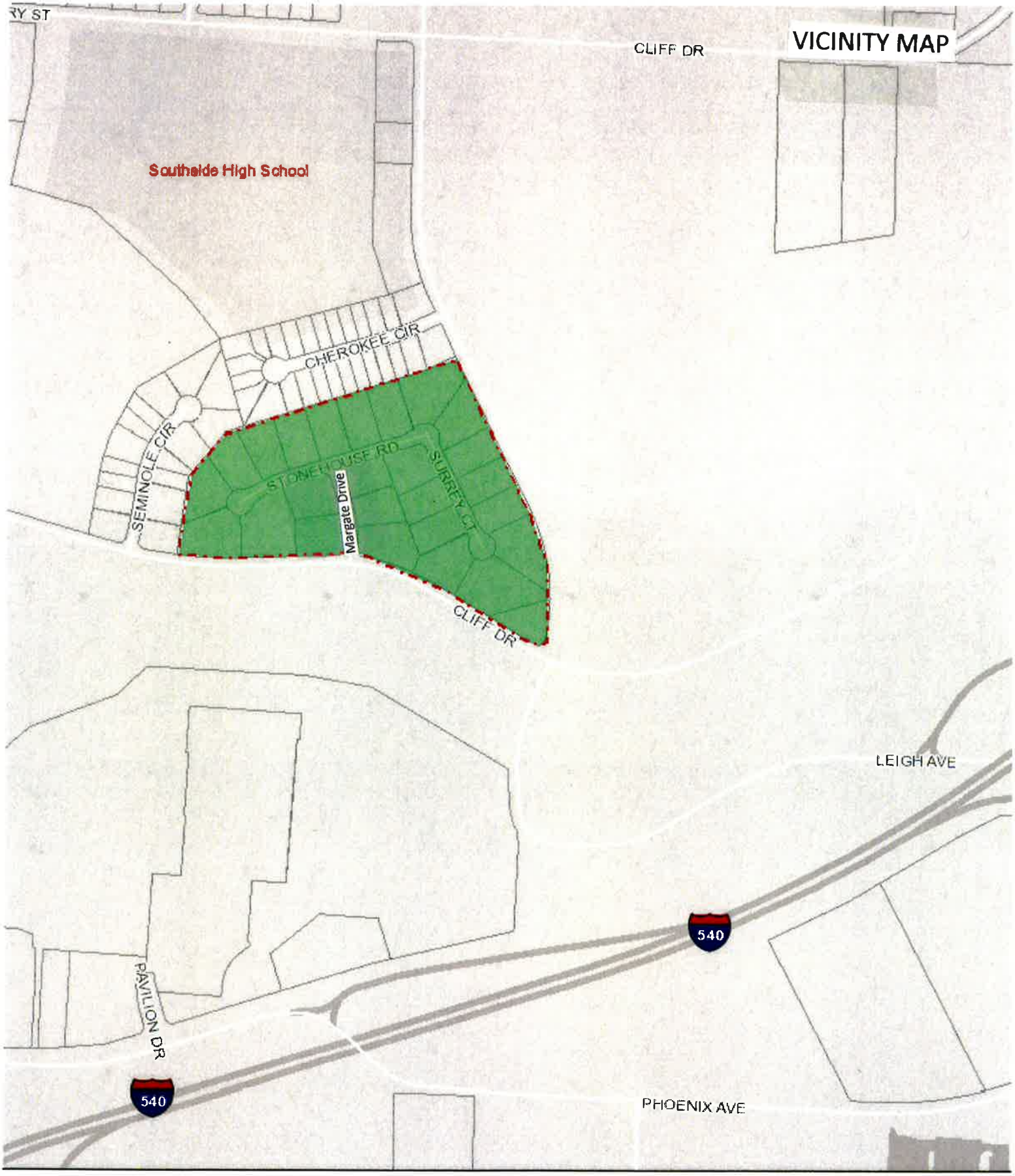
If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

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

(Type or clearly print)

NAMES OF ALL OWNERS.	SIGNATURE OF ALL OWNERS.
1. Robert A. Young III	Robert A Young III
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	

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



1:5,695

Limts

0 0.05 0.1

0 0.1 0.2

PLAT CERTIFIED CORRECT:

. . . . . .
Douglas R. Whitlock
Professional Surveyor
Arkansas No. 1369

PLANNING COMMISSION APPROVAL
Date . . . . . .
Chairman . . . . . .
Secretary . . . . . .

FILED FOR RECORD this . . . . . Day of . . . . . .
20 . . . at . . . . O'clock . . . . M.
Clerk and Ex-Officio Recorder

by . . . . . .

THIS REPLAT FILED for the purpose of correcting a Landscape Easement on Lot 1 and Tract B, and to abandon a 5' Utility Easement on Lot 24

HORSESHOE RIDGE, Lots 1 Thru 24 and Tracts A & B

The right-of-way as shown on this plat is hereby dedicated to the City of Fort Smith ("City") for public use. The easements shown on this plat are hereby dedicated to the City for Utility, drainage, drainage retention, access and other purposes. Any easement designated as a "utility easement" is dedicated to the City for the installation, operation and maintenance of City owned utilities and utilities, including cable TV, operated by utility companies having a franchise agreement with the City. The City and City franchised utility companies shall have access through and along designated easements for their personnel and equipment at all times with the authority to cut down and keep trimmed from the dedicated easements trees, hedges and shrubs that may interfere with or endanger such utilities. In the event that fencing of individual lots is desired, gates that provide free ingress and egress to, and within, the dedicated easement shall be provided. Easements designated "aerial easements" are provided for the purpose of trimming tree limbs which extend into the easement; the easement begins twelve feet above the ground and extends vertically upward.

ALLOTTERS: **R.A. Young Properties, Limited Partners**

. . . . . .

. . . . . .

STATE OF ARKANSAS
COUNTY OF SEBASTIAN: Sworn and subscribed before me this . . . . . Day of . . . . . .
Notary Public . . . . . .
My Commission Expires . . . . . .

LEGEND

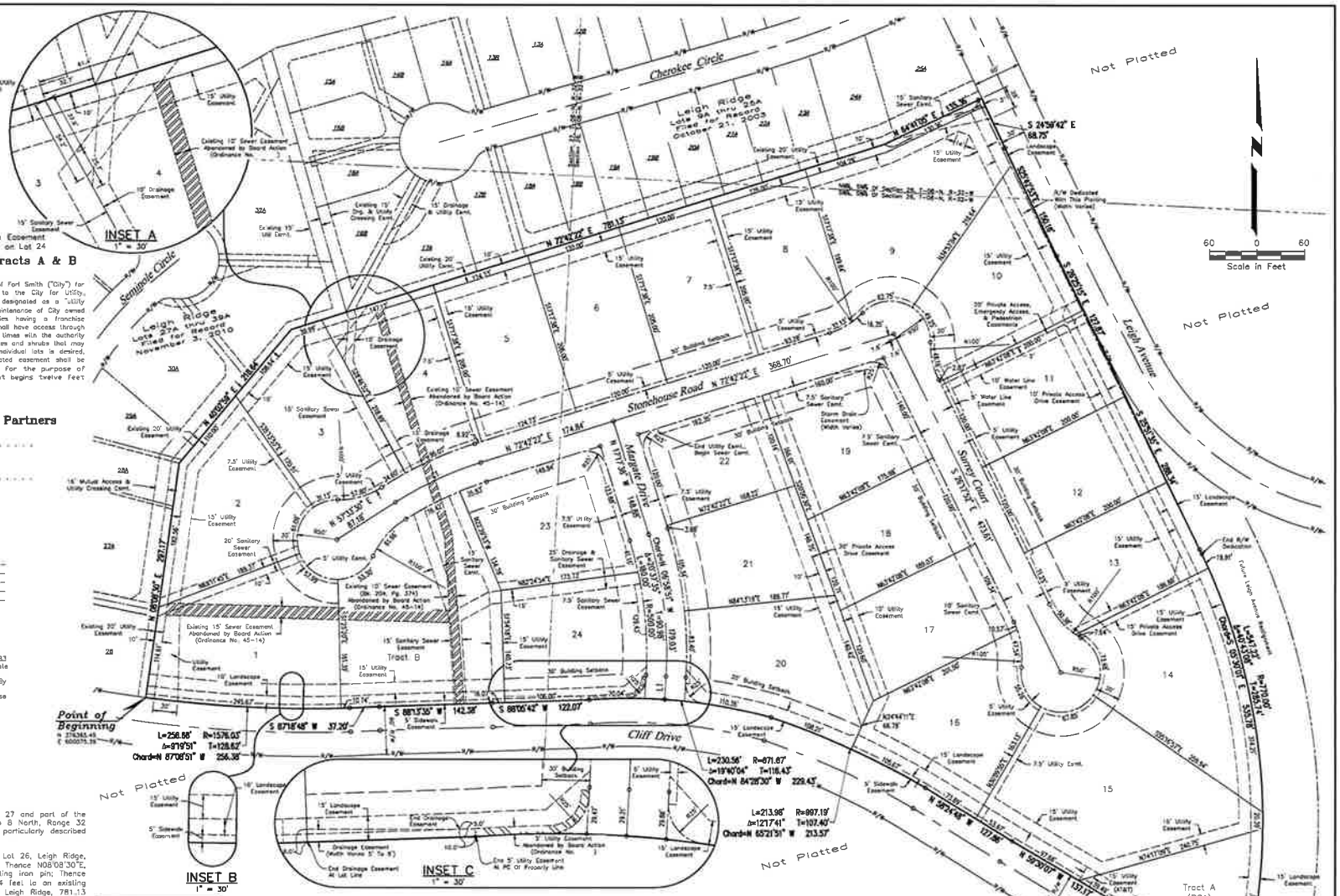
UE	Utility Easement	
Drg Esmt	Drainage Easement	
SS Esmt	Sanitary Sewer Easement	
R/W	Proposed Right-of-Way	
R/W	Existing Right-of-Way	—R/W— —R/W—

NOTES:
1. 1/2" Iron Pins Set At Property Corners.
2. All Right Of Way Return Rad: 25.0'.
3. All Distances Along Curves Are Chord Distances Unless Otherwise Noted.
4. Basis Of Bearings: Bearings Are Grid, AR North Zone, NAD83
5. Basis Of Coordinates: Coordinates Are NAD83, Arkansas State Plane, North Zone, U.S. Feet.
6. Tract A Is A Common Area To Be Owned and Maintained By The Property Owners Association.
7. Tract B Is To Be Owned By The City Of Fort Smith For Use As A City Maintained Stormwater Detention Facility.

BOUNDARY DESCRIPTION

Part of the Southeast Quarter of the Southeast Quarter of Section 27 and part of the West Half of the Southwest Quarter of Section 26, All in Township 8 North, Range 32 West, City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at an existing iron pin marking the southeast corner of Lot 26, Leigh Ridge, an addition to the City of Fort Smith, Sebastian County, Arkansas; Thence N08°08'30"E, along the east line of said Leigh Ridge, 297.17 feet to an existing iron pin; Thence N40°02'59"E, continuing along said east line of Leigh Ridge, 216.64 feet to an existing iron pin; Thence N72°42'22"E, along the southeasterly line of said Leigh Ridge, 781.13 feet to an existing iron pin; Thence N64°41'05"E, continuing along said southeasterly line of Leigh Ridge, 135.36 feet to an existing iron pin marking the southeast corner of said Leigh Ridge, said point also lying on the westerly right-of-way line of Cliff Drive; Thence along said westerly right-of-way line of Cliff Drive the following bearings and distances: S24°59'42"E, 68.75 feet; S25°42'53"E, 150.16 feet; S26°25'15"E, 127.87 feet; Thence S25°51'35"E, leaving said westerly right-of-way line of Cliff Drive, 288.34 feet; Thence 547.22 feet, along the arc of a curve to the right, having a radius of 770.00 and a chord bearing and distance of S05°30'01"E, 535.78 feet to the northerly right-of-way line of said Cliff Drive; Thence along said northerly right-of-way line of Cliff Drive the following bearings and distances N63°19'32"W, 10.82 feet; N60°00'02"W, 66.74 feet; N58°13'09"W, 123.00 feet; N59°30'07"W, 137.17 feet; N58°24'48"W, 127.85 feet; 213.98 feet along the arc of a curve to the left, having a radius of 997.19 feet and a chord bearing and distance of N65°21'51"W, 213.57 feet; 230.56 feet along the arc of a curve to the left, having a radius of 671.67 feet and a chord bearing and distance of N84°28'30"W, 229.43 feet; S88°05'42"W, 122.07 feet; S86°13'35"W, 142.38 feet; S87°18'48"W, 37.20 feet; 256.66 feet along the arc of a curve to the right, having a radius of 1576.03 feet and a chord bearing and distance of N87°08'51"W, 256.38 feet to the Point of Beginning, containing 19.116 acres, more or less. Being subject to public roads rights-of-ways and any easements of record.



LINE TABLE		
LINE #	LENGTH	BEARING
L1	29.21'	N03°19'57"E

CURVE TABLE						
CURVE	DELTA	TANGENT	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15°08'52"	59.83'	450.00'	118.97'	N65°07'56"E	118.62'

REPLAT
HORSESHOE RIDGE
Lots 1 thru 24 and Tracts A & B

Part of the Southeast Quarter of the Southeast Quarter of Section 27 and part of the West Half of the Southwest Quarter of Section 26, All in Township 8 North, Range 32 West, City of Fort Smith, Sebastian County, Arkansas

MICKLE-WAGNER-COLEMAN, INC.
Engineers Surveyors Consultants
P.O. Box 1507 Fort Smith, Arkansas
Scale: 1" = 60' August 2014

Developer
Ivey Management, LLC
P.O. Box 5295
Fort Smith, AR 72913

Owner
R.A. Young Properties Limited Partnership
P.O. Box 10048
Fort Smith, AR 72917

6B.

RESOLUTION NO. _____

A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE FOR THE PLACEMENT OF STATIONARY GATES, PEDESTRIAN GATES, BRICK GATE POSTS, GATE FOOTINGS, AND BRICK WALL WITHIN A PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT
AND
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT

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

SECTION 1: A Temporary Revocable License is hereby granted to R.A. Young Properties Limited Partners, its successors or assigns for the placement and maintenance of stationary gates, pedestrian gates, brick gate posts, gate footings, and brick wall within a public right-of-way and public utility easement as shown on Exhibit "A" and within the following described property:

West Gate Structure (Margate Drive)

Part of the 50 foot wide right-of-way of Margate Drive of the plat titled Horseshoe Ridge, Lots 1 thru 24 and Tracts A & B, Fort Smith, Sebastian County, Arkansas, being filed for record August 28, 2014 as plat 1989. Being more particularly described as follows:

Commencing at the southwest corner of Lot 24, Horseshoe Ridge; Thence along the south line of said Lot 24 the following courses: N88°05'42"E, 106.00 feet; 46.65 feet along the arc of a curve to the right, said curve having a radius of 671.67 feet and being subtended by a chord having a bearing of N87°40'50"E and a distance of 46.64 feet; 24.68 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of N61°23'26"E and a distance of 23.69 feet to the Point of Beginning; Thence continuing along said south line, 7.36 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of N24°40'25"E and a distance of 7.34 feet; Thence leaving said south line, S86°40'03"E, 6.63 feet; Thence N03°19'57"E, 11.19 feet; Thence S86°40'03"E, 5.50 feet to the west back of curb of said Margate Drive; Thence along said back of curb, S03°19'57"W, 18.03 feet; Thence N86°40'03"W, 14.80 feet to the Point of Beginning containing 152 square feet, more or less.

East Gate Structure (Margate Drive)

Part of the 50 foot wide right-of-way of Margate Drive of the plat titled Horseshoe Ridge, Lots 1 thru 24 and Tracts A & B, Fort Smith, Sebastian County, Arkansas, being filed for record August 28, 2014 as plat 1989. Being more particularly described as follows:

Commencing at the southwest corner of Lot 24, Horseshoe Ridge; Thence along the south line of said Lot 24, N88°05'42"E, 106.00 feet; Thence continuing along said south line and south line

extended, 143.14 feet along the arc of a curve to the right, said curve having a radius of 671.67 feet and being subtended by a chord having a bearing S88°12’13”E and a distance of 142.87 feet to a point on the south line of Lot 20, Horseshoe Ridge; Thence along said south line, 25.19 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of N53°14’15”W and a distance of 24.13 feet to the Point of Beginning; Thence N86°40’03”W, 14.37 feet to the east back of curb of said Margate Drive; Thence along said back of curb, N03°19’57”E, 18.03 feet; Thence S86°40’03”E, 5.50 feet; Thence S03°19’57”W, 11.19 feet; Thence S86°40’03”E, 6.46 feet to a point on said south line of Lot 20; Thence 7.27 feet along the arc of a curve to the left in said south line, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of S16°02’49”E and a distance of 7.24 feet to the Point of Beginning containing 150 square feet, more or less.

SECTION 2: The Mayor is authorized to execute the agreement for the above-captioned Temporary Revocable License.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____ 2014.

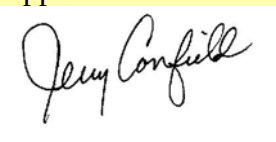
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
No Publication Required

Memo

To: Ray Gosack, City Administrator

From: Wally Bailey, Director of Development Services

Date: December 10, 2014

Subject: Temporary Revocable License for the Placement of Subdivision Entry Features within a public right-of-way and a public utility easement in Horseshoe Ridge Subdivision

Cliff Ivey, agent for R.A. Young Properties, Limited Partnership, has requested a Temporary Revocable License to allow the placement of subdivision entry features associated with the Horseshoe Ridge subdivision within the Margate Drive right-of-way and a public utility easement. Attached is a vicinity map showing the location of the subdivision.

The entry features that will encroach the easement and right-of-way are within an approximate 300 square feet area and include stationary gates, pedestrian gates, brick gate posts, gate footings, and brick wall as shown on the enclosed Exhibit A. An illustration of the entry features is provided on Exhibit B. The stationary gates will be placed on both sides of Margate Drive for decorative purposes but will not be placed across the street.

The request was reviewed by the appropriate city departments and the franchise utility companies. There were no objections to the placement of the subdivision entry features as proposed.

The R.A. Young Properties, Limited Partnership, represented by R.A. Young, III, has agreed to the terms of the Temporary Revocable License. Enclosed is a copy of the executed agreement. (Exhibit C.)

Attached for the Board's consideration is a Resolution granting the Temporary Revocable License and authorizing Mayor Sanders to sign a Temporary Revocable License Agreement.

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

Enc.

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR TEMPORARY REVOCABLE LICENSE

APPLICATION:

Indicate one contact person for application: _____ Applicant X Representative

Applicant (owner)

Name: Robert A. Young III

Address: PO Box 10048
Fort Smith, AR 72917-0048

Telephone Number: (479) 785-6141

E-Mail: young@arcb.com

Representative (engineer, attorney, realtor, etc)

Name: Cliff Ivey

Address: PO Box 5295
Fort Smith, AR 72913-5295

Telephone Number: (479) 414-9432

E-Mail: Iveymc@aol.com

Site Address/Location: Horseshoe Ridge

Legal Description of area for which Temporary Revocable License is requested: attach separate sheet if necessary): see attached

Reason for Request: property development

APPLICANT/REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval.

Name: (printed) Cliff Ivey

Signature: Cliff Ivey Date: 11/11/2014

Property Owner(s)/Authorized Agent: *I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is subject of this application and that I/we have read this application and consent to its filing.*

Note: If application is signed by authorized agent, all owners must sign and submit "Authorization of Agent" form.

AUTHORIZATION OF AGENT

If an agent is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, authorize Cliff Ivey (Print Name of Agent) to act as our agent.

(Type or clearly print)

NAME & ADDRESS OF ALL OWNERS.	SIGNATURE OF ALL OWNERS.
1. Robert A. Young III 2414 HENDRICKS BLVD. Fort Smith, AR. 72903 (R.A. Young Properties, Limited Partnership)	Robert A Young III
2.	
3.	
4.	

West Gate Structure (Margate Drive)

Part of the 50 foot wide right-of-way of Margate Drive of the plat titled Horseshoe Ridge, Lots 1 thru 24 and Tracts A & B, Fort Smith, Sebastian County, Arkansas, being filed for record August 28, 2014 as plat 1989. Being more particularly described as follows:

Commencing at the southwest corner of Lot 24, Horseshoe Ridge; Thence along the south line of said Lot 24 the following courses: N88°05'42"E, 106.00 feet; 46.65 feet along the arc of a curve to the right, said curve having a radius of 671.67 feet and being subtended by a chord having a bearing of N87°40'50"E and a distance of 46.64 feet; 24.68 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of N61°23'26"E and a distance of 23.69 feet to the Point of Beginning; Thence continuing along said south line, 7.36 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of N24°40'25"E and a distance of 7.34 feet; Thence leaving said south line, S86°40'03"E, 6.63 feet; Thence N03°19'57"E, 11.19 feet; Thence S86°40'03"E, 5.50 feet to the west back of curb of said Margate Drive; Thence along said back of curb, S03°19'57"W, 18.03 feet; Thence N86°40'03"W, 14.80 feet to the Point of Beginning. Containing 152 square feet, more or less.

East Gate Structure (Margate Drive)

Part of the 50 foot wide right-of-way of Margate Drive of the plat titled Horseshoe Ridge, Lots 1 thru 24 and Tracts A & B, Fort Smith, Sebastian County, Arkansas, being filed for record August 28, 2014 as plat 1989. Being more particularly described as follows:

Commencing at the southwest corner of Lot 24, Horseshoe Ridge; Thence along the south line of said Lot 24, N88°05'42"E, 106.00 feet; Thence continuing along said south line and south line extended, 143.14 feet along the arc of a curve to the right, said curve having a radius of 671.67 feet and being subtended by a chord having a bearing S88°12'13"E and a distance of 142.87 feet to a point on the south line of Lot 20, Horseshoe Ridge; Thence along said south line, 25.19 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of N53°14'15"W and a distance of 24.13 feet to the Point of Beginning; Thence N86°40'03"W, 14.37 feet to the east back of curb of said Margate Drive; Thence along said back of curb, N03°19'57"E, 18.03 feet; Thence S86°40'03"E, 5.50 feet; Thence S03°19'57"W, 11.19 feet; Thence S86°40'03"E, 6.46 feet to a point on said south line of Lot 20; Thence 7.27 feet along the arc of a curve to the left in said south line, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of S16°02'49"E and a distance of 7.24 feet to the Point of Beginning. Containing 150 square feet, more or less.

F:\DOC\Legals\Horseshoe Ridge Gate Temp. Rev. License.docx

Application Checklist:

- ☒ Metes and Bounds legal description of the area for which Temporary Revocable License is requested (Provide hard copy and CD containing legal description in MS Word)
- ☒ Hard copy and PDF of survey of the site depicting the perimeter property lines and area for which Temporary Revocable License is requested with dimensions shown of proposed structure.
- ☒ Dimensioned drawing showing elevations of structure to be located in area for which Temporary Revocable License is requested.
- ☐ Application Fee of $150.00. This fee is non-refundable.

1:5,695

Limts

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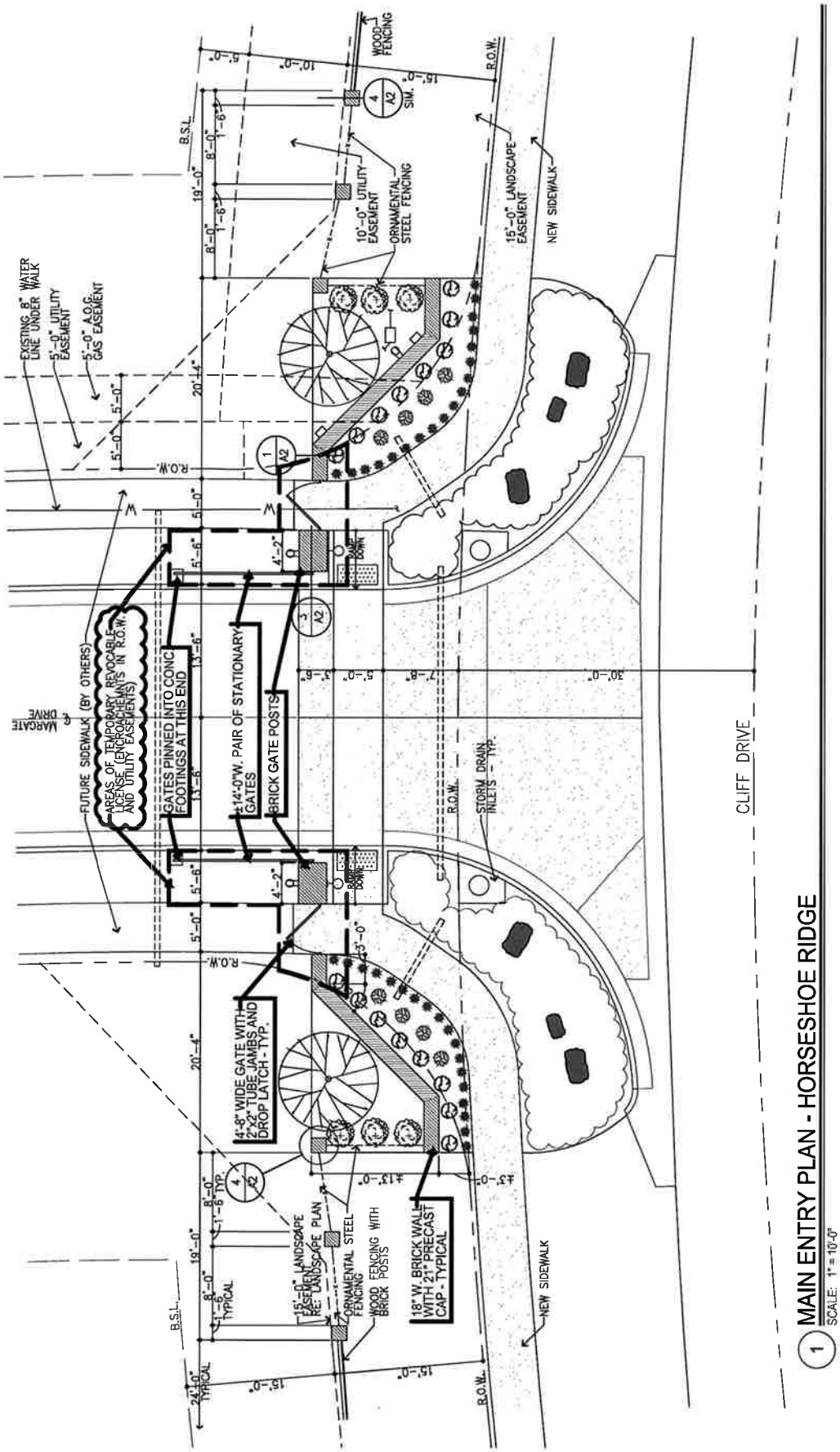
0 0.1 0.2

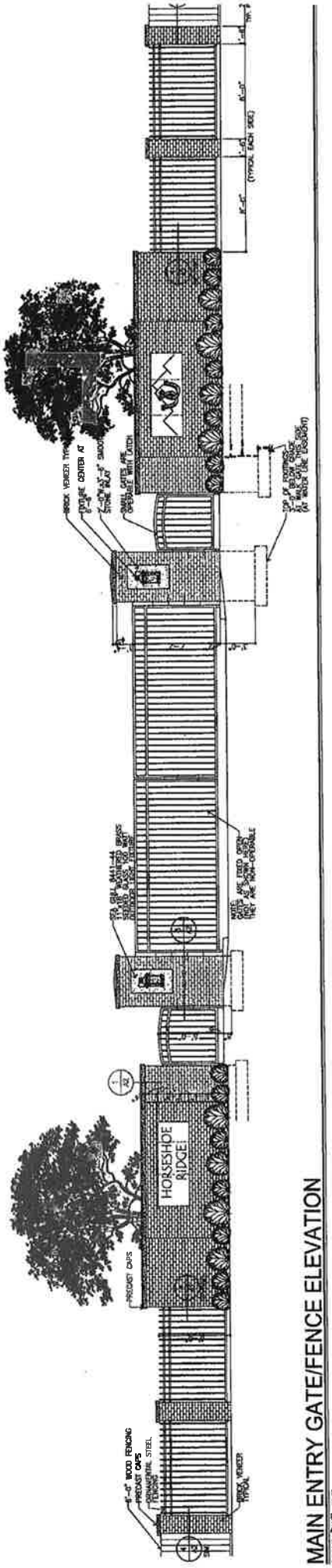
EXHIBIT A



1 MAIN ENTRY PLAN - HORSESHOE RIDGE

SCALE: 1" = 10'-0"

EXHIBIT B


HORSESHOE RIDGE
MAIN ENTRY GATE/FENCE ELEVATION
SCALE: 1/8" = 1'-0"

TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On December 16, 2014, the Board of Directors passed Resolution No. _____ granting a temporary revocable license to R.A. Young Properties, Limited Partnership its successors or assigns, which, subject to the terms and conditions expressed in this Agreement, temporarily allows the placement and maintenance of stationary gates, pedestrian gates, brick gate posts, gate footings, and brick wall hereinafter referred to collectively as "subdivision entry features" within a public right-of-way and a public utility easement as shown on Exhibit "A" and within the following property:

West Gate Structure (Margate Drive)

Part of the 50 foot wide right-of-way of Margate Drive of the plat titled Horseshoe Ridge, Lots 1 thru 24 and Tracts A & B, Fort Smith, Sebastian County, Arkansas, being filed for record August 28, 2014 as plat 1989. Being more particularly described as follows:
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East Gate Structure (Margate Drive)

Part of the 50 foot wide right-of-way of Margate Drive of the plat titled Horseshoe Ridge, Lots 1 thru 24 and Tracts A & B, Fort Smith, Sebastian County, Arkansas, being filed for record August 28, 2014 as plat 1989. Being more particularly described as follows:
Commencing at the southwest corner of Lot 24, Horseshoe Ridge; Thence along the south line of said Lot 24, N88°05'42"E, 106.00 feet; Thence continuing along said south line and south line extended, 143.14 feet along the

arc of a curve to the right, said curve having a radius of 671.67 feet and being subtended by a chord having a bearing S88°12'13"E and a distance of 142.87 feet to a point on the south line of Lot 20, Horseshoe Ridge; Thence along said south line, 25.19 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of N53°14'15"W and a distance of 24.13 feet to the Point of Beginning; Thence N86°40'03"W, 14.37 feet to the east back of curb of said Margate Drive; Thence along said back of curb, N03°19'57"E, 18.03 feet; Thence S86°40'03"E, 5.50 feet; Thence S03°19'57"W, 11.19 feet; Thence S86°40'03"E, 6.46 feet to a point on said south line of Lot 20; Thence 7.27 feet along the arc of a curve to the left in said south line, said curve having a radius of 25.00 feet and being subtended by a chord having a bearing of S16°02'49"E and a distance of 7.24 feet to the Point of Beginning containing 150 square feet, more or less.

Section 2: It is agreed that the City shall have no responsibility for the maintenance of the subdivision entry features. If any of the subdivision entry features is damaged in any manner, same shall be removed by the licensee, or any successor or assignee, at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) in a manner meeting the approval of the City Administrator. Additionally, at the sole discretion of the City Administrator, upon thirty (30) days notice from the City Administrator, the licensee or any successor or assignee shall remove the subdivision entry features from the public right-of-way and public utility easement at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) and in a manner meeting the approval of the City Administrator. The licensee, their successor or assignees, shall hold the City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the placement and maintenance of said subdivision entry features. Should any City department or Franchise Utility Company require access to the public right-of-way and public utility easement, said City department or Franchise Utility Company shall have no duty to give prior notice to the licensee in emergency situations. For routine or scheduled maintenance, reasonable notice shall be given if the work may affect any improvement by the licensee. Under any circumstance, the City shall have no responsibility to protect or replace any improvements of the licensee that are across and within the public right-of-way and public utility easement.

SECTION 3: The terms of this temporary license are deemed accepted by the licensee by the licensee's signature below and by any successor or assignee of the licensee by the acquisition of or reliance on the rights to the temporary license granted by the City.

In witness whereof, this document is executed this ____ day of _____, 2014.

CITY OF FORT SMITH, ARKANSAS

BY: _____

Sandy Sanders, Mayor of Fort Smith

Attest:

_____

City Clerk

R.A. YOUNG PROPERTIES, LIMITED PARTNERSHIP

BY: Robert A. Young, III

Robert A. Young, III

Signature/Title

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared, Sandy Sanders, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public

My Commission Expires:

_____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 10th day of December, 2014, before me, the undersigned notary public, personally appeared, Robert A. Young, III whose identify is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the President of R.A. Young Properties, Limited Partnership and that said document was signed by him in behalf of said limited partnership by authority of its Bylaws, or Resolution of its Board of Directors, and said Robert A. Young, III acknowledged to me that said limited partnership executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

BECKY NEISLER
MY COMMISSION # 12376383
EXPIRES: May 30, 2020
Sebastian County

My Commission Expires:

5/30/2020

6C

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
OPERATING AGREEMENT WITH AMERICAN RESORT MANAGEMENT, LLC
FOR THE AQUATICS CENTER AT BEN GEREN REGIONAL PARK

_____

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

The Mayor is hereby authorized to execute an Operating Agreement with American Resort Management, LLC for the aquatics center at Ben Geren Regional Park. The Operating Agreement will be for Years 1 (partial year) – 3 (full year) with a fee shall be five percent (5%) of gross revenue. An annual incentive bonus on meeting certain operational performance goals will be paid based on operating profits for each year.

This Resolution adopted this _____ day of December, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____npr

Memo

To: Ray Gosack, City Administrator

From: Jeff Dingman, Deputy City Administrator

Date: 12/12/2014

Re: Aquatics Park Management Agreement and Name

Included on the agenda for the Board's December 16 regular meeting are two resolutions concerning the aquatics park facility at Ben Geren Regional Park.

1. **Management Agreement**. A resolution approving a 3-year management agreement with American Resort Management (ARM) to serve as the facility's operations manager, as discussed and recommended by the Board and the Quorum Court at the December 11 joint meeting of the governing bodies. Each governing body will consider similar resolutions at their respective regular meetings on December 16. The management agreement outlines all responsibilities of the City and County as the Owners of the facility, and the responsibilities of ARM as the facility's manager. An operational budget is included as an exhibit to the Management Agreement based on ARM's recommended pricing structure. The admission rates on which the operational budget is based will need to be considered by separate ordinance of the Board, and are not officially part of this resolution. However, the rate structure on which the operational budget is based includes the $15 per person "rack rate" and the various season pass, family pass, and discounted rate days as discussed at the December 11 joint meeting.

2. **Facility Name**. A resolution establishing the name of the facility is included on the agenda. The name recommended by ARM and receiving general support from members of the Board and Quorum Court at the December 11 joint meeting is "Parrot Island Waterpark". This name is unique and offers great recognition and marketing possibilities for our facility. It is imperative to establish the facility's name and identity as soon as possible, so that ARM can begin the marketing campaign necessary to start selling season and family passes as soon as possible.

Both of these items were thoroughly discussed at the December 11 joint meeting, and staff recommends approval of both proposed resolutions. Please contact me with any questions related to these agenda items.

MANAGEMENT AGREEMENT

This Management Agreement is entered into by and between the City of Fort Smith, Arkansas and Sebastian County, Arkansas, Arkansas municipal corporations hereinafter jointly referred to as the “Owners,” and American Resort Management, LLC, a Pennsylvania Limited Liability Company ("Manager").

Recitals

WHEREAS, Owners are the owners of **an outdoor water park and associated ancillary revenue centers** (the "Property");

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

WHEREAS, Owners desire to retain Manager to operate and manage the Property; and

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

NOW, THEREFORE, in exchange of the mutual undertakings set forth in this Management Agreement (“Agreement”), which the Parties acknowledge to be good, valuable and sufficient to support their respective undertakings in the Agreement and intending to be legally bound hereby, the parties agree as follows:

I. Definitions and Related Matters

1. Definitions and Related Matters.

1.1. Definitions. Unless the context already otherwise requires, for purposes of this Agreement, the terms set forth in Section 1.1.1 through 1.1.15, below, shall have the meanings indicated therein.

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

1.1.2. Commencement Date. The term "Commencement Date" means the date on which Manager takes over the management and operation of the Property, as set forth in Section 2.2, below.

1.1.3. Annual Budget. The term "Annual Budget" means the budget which is agreed upon by the Owners and Manager with respect to each Fiscal Year. The Annual Budget is more completely described in Section 3.1, below.

1.1.4. Corporate Employee or CE. The terms "Corporate Employee" or "CE" mean a person who is employed or otherwise retained by the Manager and who does not render services exclusively with respect to the Property. CEs include, but are not limited to: (1) accounting personnel employed by the Manager to provide accounting and other financial services to clients of the Manager generally; (2) human relations managers employed by the Manager to provide personnel services with respect to facilities managed by Manager for clients of the Manager generally; and (3) Marketing Advisor to provide services relating to marketing and promoting the facility.

1.1.5. Effective Date. The term "Effective Date" means, the date on which this Agreement is fully executed by the authorized representatives of the Parties.

1.1.6. Fiscal Year. The term "Fiscal Year" means the calendar year period commencing January 1, 2015 and ending December 31, 2016 and following calendar years. The term "Fiscal Year" also includes a "Short Fiscal Year", as defined in Section 1.1.14, below.

1.1.7. Manager. The term "Manager" means American Resort Management, LLC, a Pennsylvania limited liability company and a party to this Agreement.

1.1.8. Operating Account. The term "Operating Account" means the account established pursuant to Section 3.2, below, into which all revenues generated by the Property shall be deposited and from which all expenses associated with the operation of the Property shall be paid.

1.1.9. Owner. The term "Owners" means the City of Fort Smith and Sebastian County, Arkansas, government entities located in the State of Arkansas, which are collectively a party to this Agreement.

1.1.10. Property. The term "Property" means the water park located in Ben Geren Park, 7300 Zero Street, Fort Smith, Arkansas 72903. The term "Property" does not include any facility or activity of the Owners which is not described in this Section 1.1.10.

1.1.11. Parties. The term “Parties” is a collective reference to the Manager and the Owners.

1.1.12. Property Specific Employee or PSE. The terms "Property Specific Employee" or "PSE" mean a person who is employed by Manager and whose duties relate exclusively to providing services with respect to the Property. PSEs would normally include, but are not limited to, maintenance personnel, aquatics personnel, housekeeping personnel, admissions personnel, restaurant personnel, and so forth.

1.1.13. Reimbursable Expenses. The term "Reimbursable Expenses" means expenses incurred by Manager in performing its duties under this Agreement with respect to the Property and which are identified as Reimbursable Expenses in this Agreement. "Reimbursable Expenses" are more specifically described in Article V, below.

1.1.14. Short Fiscal Year. The term "Short Fiscal Year" means those periods of time (1) from the Commencement Date to the beginning of the next Fiscal Year and (2) from the

end of the prior Fiscal Year to the termination of this Agreement, and which do not encompass a full Fiscal Year, *i.e.*, a full twelve months.

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

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

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

1.4. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the parties with respect thereto. For the sake of clarity and the avoidance of doubt, this Agreement does not relate to any pre-opening or similar services with respect to the Property. If the Owners and Manager have agreed upon the rendering of pre-opening services by the Manager to the Owners with respect to the Property, such agreement shall be set forth in a separate written agreement between the parties.

1.5. Amendment. This Agreement may only be amended by a writing which has been executed by and authorized representatives of each party.

II. Retention of Manager

2. Retention of Manager.

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

2.2. Commencement Date. The date on which the Manager shall commence to operate and manage the Property (the "Commencement Date") shall be the first day on which the Property opens for business. The date shall be confirmed in a writing signed by the Parties within ten (10) days of the Commencement Date.

2.3. No Representation or Warranty of Financial Performance. Owners acknowledge and understand that the financial performance of the Property will be affected by many factors which are beyond the reasonable control of the Manager, and which are unpredictable. Accordingly, Owners understand and agree that: (1) Manager has not made, and Manager cannot make, any representations or warranties as to the financial performance of the Property during the term of this Agreement; and (2) the Agreement of the Owners and Manager as to the Annual Budget, as contemplated by Section 3.1, below, does not and will not constitute a representation or warranty by the Manager as to the financial performance of the Property during the Fiscal Year to which such Annual Budget relates.

2.4. Manager shall use its best efforts and provide services under this Agreement in good faith and in accordance with accepted industry standards. Specifically, the Manager shall train and supervise Project staff:

2.4.1. So as to maintain a safe environment for both staff and visitors. Water safety, ride safety, food preparation, handling chemicals, and other safety areas will be managed with best practices;

2.4.2. So that staff will engage with visitors in a positive upbeat manner creating an atmosphere on the Property as one expects at a well-run theme park;

2.4.3. So that the Property is maintained at a high level of cleanliness. Pre-opening cleaning must assure that the restrooms, pools, decks, and amenities are sanitized and ready for use. During the day of operation, the litter will be picked up, trash emptied, and restrooms inspected and cleaned as necessary;

2.4.4. So that the water chemistry will be managed at optimal levels to assure safety of swimmers. A minimum of three water tests per day will be performed and recorded by trained staff on each body of water. A minimum of two saturation indexes on each body of water will be performed and recorded by trained staff each week;

2.4.5. So that marketing efforts will encourage attendance throughout the swimming season and into future years to provide for the financial needs of the Property;

2.4.6. So that the care and maintenance of the Property and equipment will be of the highest standard. Manufacturers' scheduled maintenance will be followed and recorded on all equipment including but not limited to motors, pumps, chemical feeders, and concession equipment. Maintenance of the facilities, such as painting and other off-season work, shall maintain the appearance of the Property; and,

2.4.7. So that all applicable plumbing, electrical and safety codes shall be followed.

2.5. Manager shall provide to Owners and maintain in effect throughout the term of this Agreement a fidelity bond in the amount of at least two-hundred fifty thousand ($250,000.00) dollars, the cost of which fidelity bond shall be paid from the Operating Account provided for in Section 3.2 below.

III. Financial Matters

3. Financial Matters.

3.1 Annual Budget.

3.1.1. Adoption.

3.1.1.1. Generally. Not less than 90 days prior to the beginning of each Fiscal Year, Manager shall prepare and submit to Owners for Owners' approval a budget for

such Fiscal Year (the "Annual Budget"). The Annual Budget shall set forth in reasonable detail all revenues projected to be generated and all expenses projected to be incurred, in the operation and management of the Property. The Annual Budget shall also include a depreciation allocation and capital budget identifying any capital expansions, improvements or replacements (such as, but not limited to, fixtures, furnishings and equipment) to be paid for or reserved from operating revenues during the Fiscal Year in question. The Owners shall approve or disapprove the proposed Annual Budget as soon as practicable following its receipt. If the Owners disapprove the proposed Annual Budget, the Owners and the Manager will consult for the purposes of reaching agreement on the Annual Budget. If the Owners and the Manager fail to reach agreement on the Annual Budget, the Manager shall operate the Property on the basis of the previous year's Annual Budget.

3.1.1.2. First Fiscal Year. The Annual Budget for the 2015 Short Fiscal Year commencing on the Commencement Date is attached hereto as Schedule 3.1.1.2.

3.1.2. Amendment of Annual Budget. An Annual Budget may be amended at any time by the mutual written agreement of the Owners and the Manager.

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

3.2 Operating Account.

3.2.1 Establishment. The Owners shall establish an operating account at a bank selected by the Owners which shall be the “Operating Account” for the Property. The Operating Account shall be in the name of the Owners, and shall be the property of the Owners. The Operating Account shall be subject to the terms, conditions and limitations set forth in this Agreement. The Operating Account shall be a single account, but may have such sub-accounts (including, but not limited to, reserve accounts for depreciation and capital, expansions, repairs and improvements) as determined by the Owners. Subject to the Owners’ rights upon termination and subject to Owners’ rights to inspect and audit, the Manager shall have the sole authority to withdraw funds from the Operating Account during the term of this Agreement.

3.2.2 Expenses Incurred Prior to Commencement Date. It is understood that, following the Effective Date of this Agreement, the Manager shall incur expenses prior to the Commencement Date which relate to the operation and management of the Property on and after the Commencement Date, and which are necessary to enable the Manager to effectively and

efficiently operate and manage the Property on and after the Commencement Date. Such expenses include, but are not limited to, the hiring of PSEs, pre-Commencement Date wages of PSEs, and so forth. Such expenses shall be Reimbursable Expenses. The reimbursement of such expenses shall be in addition to, but shall not be duplicative of, any amounts paid by Owners to Manager pursuant to a pre-opening services agreement between Owners and Manager. Unless authorized in the Annual Budget for the 2015 Short Fiscal Year, all pre-commencement expenses must be pre-approved in writing by the Owners.

3.2.3. Operation of Operating Account.

3.2.3.1. Revenues. The Manager shall cause all revenues derived from the operation of the Property to be deposited into the Operating Account: *Provided, however*, that the Manager shall keep such petty cash on hand at the Property as is reasonable and necessary to operate the facilities located at the Property on a day-to-day basis, including, but not limited to, guest shops, restaurants and so forth. The total petty cash amount shall not exceed five thousand ($5,000) dollars during the operating season, and shall not exceed two hundred fifty ($250.00) dollars.

3.2.3.2. Expenses. The Manager shall cause all expenses incurred in the operation and management of the Property to be paid from the Operating Account. The payment of expenses from the Operating Account shall be subject to the requirements and limitations set forth in Section 4.1 below. To the extent that any sub-accounts may have been established by the Owners, funds from such sub-accounts shall only be used by Manager pursuant to adopted Annual Budget.

3.2.3.3. Minimum Balance. The Owners and the Manager agree that the operation of the Property requires a minimum amount of working capital. Accordingly, unless otherwise agreed upon by the Manager and Owners, there shall at all times be maintained in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) an amount equal to $50,000. If the balance in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) falls below such minimum balance, the Manager shall so advise the Owners and the Owners shall, within three (3) business days, deposit an amount in the Operating Account sufficient to cause the balance of the Operating Account to be equal to or greater than such minimum required balance.

3.2.3.4. Disbursement of Excess Funds to Owners. The Manager shall disburse to the Owners funds in the Operating Account which are in excess of the minimum balance requirement set forth in Section 3.2.3.3, above. At a minimum, such disbursements shall be made on a quarterly basis, and disbursements shall be made at such other times as may be agreed upon by the Owners and the Manager, or as may be set forth in the Annual Budget.

3.2.3.5. Initial Funding. Not later than ten (10) days following the Effective Date or such later date as may be agreed upon by the Owners and the Manager, the Owners shall initially fund the Operating Account by depositing therein not less than the Minimum Balance identified in Section 3.2.3.5..

3.3. Obligation of Owners to Fund Operations. Under no circumstances shall the Manager be obligated to fund the operations and expenses of the Property, and Manager shall have no obligation to advance funds for such purposes.

IV. Management Obligations and Authority of Manager

4. Management Obligations and Authority of Manager.

4.1. Generally. Subject to the terms and conditions of this Agreement, Manager shall have the exclusive right, authority and discretion to direct, supervise, manage and operate the Property on a day-to-day basis during the term of this Agreement. Such authority shall include the authority to contract to purchase such goods and services, within the authorizations of the Annual Budget and in compliance with all purchasing and personnel laws and procedures applicable to the City of Fort Smith, as may be reasonable and appropriate to operate the Property in an effective and efficient manner. This general statement is applicable to each of the Manager's obligations and authorizations stated in this Article IV (and in Section 3.2.3.2.).

4.2. Specific Obligations and Authority.

4.2.1. Operations. Manager shall have the authority to make all determinations relating to the day-to-day operations of the Property.

4.2.2. Collection of Revenues.

4.2.2.1. Generally. Manager shall have the authority and shall use commercially reasonable efforts to collect all revenues due with respect to the Property.

4.2.2.2. Certain Tax Obligations. Manager shall have the obligation to collect, account for and remit to the appropriate taxing authorities, any taxes levied upon the operation of the Property, including, without limitation, sales and use taxes, amusement taxes, franchise tax and so forth. For the sake of clarity and the avoidance of doubt, Manager shall not be responsible for collecting and remitting any income taxes or similar tax obligations, if any, of the Owners arising out of or relating to income generated by the Property; however, Manager shall be responsible for the payment of any income taxes or similar taxes of the Manager arising out of or relating to any fees due or paid to the Manager pursuant to this Agreement.

4.2.3. Utilities. Manager shall have the authority to contract with electrical, water, gas, sewer, cable/satellite television, internet and other utility providers to provide utilities to the Property. Sanitary waste services shall be contracted with the City of Fort Smith.

4.2.4. Cleaning and Related Services. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide cleaning and related services to the Property.

4.2.5. Maintenance. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide maintenance services to the Property.

4.2.6. Supplies. Manager shall have the authority to contract with third party vendors to acquire all necessary supplies and related services necessary for the operation of the Property. Such supplies and related services include, but are not limited to, aquatic supplies, linen services, cleaning materials, restroom supplies, and articles normally and customarily furnished to guests as part of the aquatic, food and beverages, tableware, furnishings, restaurant supplies and guest shop inventory. Manager may utilize the purchasing actions and resulting supplies of the Parks Department of the City of Fort Smith.

4.2.7. FFE Replacement. Manager shall have the authority to contract with third party vendors to acquire (by purchase and/or lease) furnishings, fixtures and equipment for use in the operation of the Property in the ordinary course of business. Such items include, but are not limited to: (1) cash registers; (2) kitchen equipment; (3) cleaning equipment; (4) furniture and furnishings; and (5) office equipment.

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

4.2.9. Licenses and Permits. Manager shall obtain and keep in full force and effect, as may be required by applicable law, any and all licenses and permits necessary for the operation of the Property. Owners shall fully cooperate with the Manager in applying for, and maintaining in effect, all such licenses and permits.

4.3. Contracting Authority.

4.3.1. Limitations on Contracting Authority.

4.3.1.1. Monetary Limitation. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of the Property which reasonably can be expected to exceed, in any Fiscal Year, one thousand ($1,000.00) dollars in value, without the prior written consent of the Owners.

4.3.1.2. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of Property, the term of which extends beyond the initial term of this Agreement or any renewal term then in effect, without the prior written consent of the Owners. In determining the term of any such contract, the term will be deemed to expire on the earliest date as of which the contract may be terminated by Manager, without penalty or other early termination charges.

4.3.1.3. Consent Through Approval of Annual Budget. For purposes of this Section 4.3.1., any required consent of the Owners shall be deemed to have been given if the contract in question has been accounted for and disclosed in the Annual Budget for the Fiscal

Year in question and such Annual Budget has been approved by the Owners. Any dispute regarding contract authority shall be determined by the Owners and shall be binding on the Manager.

4.4. Employees.

4.4.1. Generally. The Owners and the Manager acknowledge that the Property shall be operated and managed solely by the Manager utilizing Corporate Employees (CEs) and Property Specific Employees (PSEs).

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

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

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

4.4.5. Reimbursement of Expenses Related to PSEs and CEs.

4.4.5.1. Generally. Except as set forth in Section 4.4.5.2, below, with respect to CEs, all expenses incurred by the Manager with respect to CEs and PSEs shall be Reimbursable Expenses. Such expenses include, but are not limited to: (1) wages; (2) benefits of any type, including, without limitation, workers compensation insurance and benefits, pension benefits, health insurance, disability insurance, life insurance, sick benefits, severance pay and vacation pay; (3) the Manager's share of employee trust fund taxes, including (without limitation) FICA, FUTA and similar federal, state and local taxes or impositions paid by the Manager with respect to the CE or PSE; (4) employee expense reimbursement owed by the Manager to CEs and PSEs; and (5) professional expenses, including (without limitation) legal,

accounting and actuarial services required by the Manager with respect to any employee matters including (without limitation) workers compensation claims, unemployment compensation claims, other employment based claims and pension administration.

4.4.5.2. CEs. The parties acknowledge that CEs shall normally provide services with respect to multiple facilities managed by the Manager. That portion of all expenses incurred by the Manager with respect to CEs shall be Reimbursable Expenses equitably based upon the amount of time spent by the CE in question providing services to the Property and as allocated in the Annual Budget.

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

(1) Title VII of the Civil Rights Act of 1991 (42 U.S.C. §§ 2000(e), et seq);
(2) The Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 et seq.);
(3) The Civil Rights Acts of 1866, 1871, 1964 and 1991;
(4) The Americans with Disabilities Act of 1990 (42 U.S.C. § 1211, et seq.);
(5) The Rehabilitation Act of 1973 (29 U.S.C. § 701, et seq);
(6) The Fair Labor Standards Act (29 U.S.C. § 201, et seq);
(7) The Equal Pay Act of 1973 (29 U.S.C. Chapter 8, §§ 206(d), et seq.);
(8) The Consolidated Omnibus Budget and Reconciliation Act of 1985, (29 U.S.C. § 1161, et seq. as amended);
(9) The Employee Retirement Income and Security Act (29 U.S.C. § 1001, et seq. as amended);
(10) The Older Workers' Benefit Protection Act;
(11) The Arkansas Civil Rights Act
(12) The Family and Medical Leave Act (29 U.S.C. § 2601 et seq.);
(13) The Arkansas Workers' Compensation Act (Ark. Code Ann. § 11-9-101 et seq.);
(14) Any other federal, state or local law or ordinance governing discrimination in employment or public facilities.

4.4.5.4. Certain Employee Expenses Related to Termination of this Agreement. The Owners and Manager acknowledge and agree that: (1) the Manager will be required to terminate all PSEs upon termination of this Agreement; and (2) the Manager will incur certain expenses related to the termination of the employment of such PSEs. The Owners and the Manager agree that such termination related expenses shall be Reimbursable Expenses. Termination related expenses include, but are not limited to: (1) compensation in lieu of vacation pay and sick leave; (2) reasonable severance pay; (3) unemployment benefit obligations; (4) COBRA liability; (5) WARN Act liability; and (6) such other termination benefits as are due the terminated employee pursuant to law and/or which arise under benefit plans established by the Manager pursuant to Section 4.4.3, above. The provisions of this Section 4.4.5.4 shall be applicable regardless of the basis upon which this Agreement is terminated, or the reason(s) therefor.

V. Reimbursement of Expenses of Manager

5. Reimbursement of Expenses of Manager.

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

5.2. Specific Items Reimbursable.

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

5.2.2. Property Specific Employer Expenses.

5.2.2.1. Wages, Benefits and Related Items. All expenses incurred by the Manager with respect to PSEs shall be Reimbursable Expenses, as more specifically set forth in Section 4.4.5.1, above.

5.2.2.2. Termination Expenses. All expenses incurred by the Manager in connection with the termination of PSEs, as more specifically described in Section 4.4.5.4, above, shall be Reimbursable Expenses.

5.2.3. Corporate Employee Expenses.

5.2.3.1. Wages, Benefits and Related Items. Subject to the limitations set forth in Section 4.4.5.2, above, all expenses incurred by the Manager with respect to work performed by CEs with respect to the Property shall be Reimbursable Expenses.

5.2.4. Professional Expenses. Within budget, all expenses incurred by the Manager to retain professional advisors (including, without limitation, legal, accounting, engineering, and environmental advisors) with respect to matters arising out of or relating to the operation and management of the Property shall be paid from the Operating Account.

5.2.5. Manager will be reimbursed for travel at City government per-diems and for standard class rental cars and coach fares.

5.3. Mechanism for Reimbursement.

5.3.1. Generally. The Manager shall be entitled to receive reimbursement for Reimbursable Expenses by making draws directly from the Operating Account. The Manager may make such draws in advance of the actual expenditure in question to the extent that such expenses are reasonably ascertainable and such advance is no more than five (5) business days prior to the date on which such expense shall be paid by the Manager. Such advance draws

include, but are not limited to, transfers from the Operating Account to the Manager's payroll account to cover weekly wages for PSEs and Reimbursable Expenses (including, without limitation, the Manager's portion of applicable payroll taxes) associated therewith.

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

VI. Compensation to Manager

6. Compensation to Manager.

6.1. Base Compensation. In consideration for the services rendered by the Manager pursuant to this Agreement, the Owners agree to pay to the Manager base compensation in accordance with the provisions of Schedule 6.1 to this Agreement. The Manager shall submit an invoice to the Owners monthly for and, when approved by Owners, shall have the right to withdraw such base compensation from the Operating Account, as and when specified in Schedule 6.1.

6.2. Incentive Compensation. In additional consideration for the services rendered by the Manager pursuant to this Agreement, the Owners agrees to pay to the Manager Incentive compensation in accordance with the provisions of Schedule 6.2 to this Agreement. The Manager shall submit an invoice to the Owners at end of the Fiscal Year along with the Annual Fiscal Report and, when approved by Owners, shall have the right to withdraw same from the Operating Account as and when specified in Schedule 6.2.

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

VII. Term and Termination

7. Term and Termination

7.1. Term.

7.1.1. Initial Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2017, unless earlier terminated pursuant to Section 7.2, below.

7.1.2. Renewal Term. This Agreement shall automatically renew for successive one year renewal terms following the initial term and each subsequent renewal term for a total term of 3 years, unless: (1) a notice of non-renewal shall have been timely given by either party

as set forth in Section 7.2.2, below; or (2) this Agreement is otherwise terminated prior to the completion of the initial term or the renewal term then in effect, as the case may be, pursuant to the provisions of Section 7.2, below.

7.2. Termination.

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

7.2.2. Expiration of Initial Term or Renewal Term Following the Giving of Notice of Non-Renewal. This Agreement shall automatically terminate upon the expiration of the initial term or the renewal term then in effect if either party shall have given to the other party a written notice of non-renewal in accordance with this Section 7.2.2. Such notice of non-renewal shall be identified as a notice of non-renewal which is being given pursuant to this Section 7.2.2 and must be given no later than sixty (60) days prior to the expiration of the initial term or renewal term in question, as the case may be. Such notice of non-renewal may not be revoked. No other action on the part of either party shall be necessary following the giving of a notice of non-renewal to cause the termination of this Agreement to be effective upon the expiration of the initial term or the renewal term in question, as the case may be.

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

7.2.4. By Owners for Cause.

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

7.2.4.2. Theft by Employees Not Attributed to Manager. For the purposes of this Section 7.2.4, acts of fraud, embezzlement and/or misappropriation by PSEs and CEs which are solely for the personal benefit of the PSE or CE in question and are undertaken without the knowledge or consent of the senior management of the Manager, shall not be attributed to the Manager and shall not serve as a basis for terminating this Agreement pursuant to this Section 7.2.4. Without limiting the generality of the preceding sentence, the parties acknowledge that the purpose of this Section 7.2.4.2 is to exclude petty theft on the part of employees as a basis for terminating the Manager for cause. The provisions of this Section

7.2.4.2 shall not, however, be construed as limiting the obligation of the Manager to take reasonable and appropriate measures to reduce and discourage employee theft.

7.2.4.3. Wrongful Termination for Cause. In the event that the Owners wrongfully terminate this Agreement for cause pursuant to Section 7.2.4.1, above, such termination shall be treated as a termination without cause pursuant to Section 7.2.6, below. In such case, the Manager shall be entitled to receive the termination payment described in Section 7.3.3.

7.2.4.4. Safety Matters not Cured. The Owners may take immediate, temporary control of the management and operation of the Property due to matters of safety that are not cured within three (3) days of notice. The Owners shall notify the Manager of such conditions verbally and in writing. Matters of safety include but are not limited to water quality, best practices for lifeguards, and best practices for food service. This Agreement may be terminated with cause in the event safety matters are not cured within three (3) days of notice. Additionally, Owners reserve the right to direct immediate safety measures, and Manager shall follow and implement the directed safety measures.

7.2.5. By Manager for Cause. The Manager may terminate this Agreement for cause at any time upon the commission of an event of default by the Owners. For purposes of this Section 7.2.5, an "event of default by the Owners" shall consist of one or more of the following events: (1) the Owners fail to comply with their obligation under Section 3.2.2.3, above, relating to the maintenance of a minimum balance in the Operating Account; (2) the Owners fail to comply with Section 3.2.3.5, above relating to the initial funding of the Operating Account; (3) the failure of the Owners to timely pay the Manager base and incentive compensation as provided in Article VI, above; and (4) any breach of this Agreement by Owners which remains uncured for a period of sixty (60) days following receipt by the Owners of a written notice from the Manager describing such breach in reasonable detail and demanding the cure thereof. Termination pursuant to this Section 7.2.5 shall be effectuated by the Manager giving the Owners written notice thereof. Such written notice of termination must be separate from any notice given pursuant to clause (4) of the preceding sentence.

7.2.6. By the Owners without Cause. The Owners shall have the right to terminate this Agreement without cause at the Owners' discretion, upon sixty (60) days prior written notice to the Manager.

7.3. Effect of Termination.

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

7.3.2. Compensation and Reimburse Reimbursable Expenses. The obligation of the Operating Fund to provide base and incentive compensation pursuant to Article VI of this Agreement, and to reimburse Reimbursable Expenses, as set forth in Article V and any other provisions of this Agreement relating to the reimbursement of Reimbursable Expenses, shall survive termination.

7.3.3. Termination Payment. If the Owners terminate this Agreement without cause pursuant to Section 7.2.6, above, the Owners shall pay to the Manager a termination payment in the amount of **$15,000.00**. Such payment shall be in addition to, and shall not be in lieu of, any other amounts which are payable by the Operating Fund to the Manager under this Agreement, including, without limitation, base compensation, incentive compensation, and the reimbursement of Reimbursable Expenses up to the date of termination. Such termination payment shall be paid to the Manager not more than **60** days following the date on which the Owners gave the Manager notice of the termination of this Agreement without cause. The Manager shall have the right to withdraw such termination payment from the Operating Account.

7.3.4. Operating Fund. Upon termination and payment of all obligations of this Agreement, the Operating Fund shall revert to Owners and the Manager shall have no claim to or right of ownership in the Operating Fund.

VIII. Insurance

8. Insurance.

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

1. The Owners shall be named as an additional insured and any right of subrogation against the Owners and the Owners' employees shall be waived by the insurer.

2. The policies shall not be cancellable except upon thirty (30) days prior written notice to the Owners.

3. The loss payees (to the extent applicable) shall be the Owners and the Manager, as their interests may appear.

The Manager shall, annually and from time to time upon request, provide to the Owners certificates of insurance evidencing the insurance policies and coverages required by this Section 8.1. Unless otherwise noted on Schedule 8.1, the insurance premiums paid by the Manager for such insurance policies and coverages shall be Reimbursable Expenses.

IX. Accounting and Reporting

9. Accounting and Reporting.

9.1. Maintenance of Records. The Manager shall maintain accurate, complete and separate records showing income and expenditures relating to the operation of the Property, and from which accounts payable and accounts receivable, available cash, and other assets and liabilities pertaining to the Property can be readily identified and the amounts determined at any time. The Owners shall have the right at any reasonable time by their employees or through other Owners' representative(s), to inspect the records kept by the Manager pertaining to the Property, including, but not limited to, all checks, bills, invoices, contracts, statements, vouchers, cash receipts, correspondence, and all other records dealing with the management and operation of the Property. The Owners shall have access to all electronic records at all times, including real time inspection. The Owners shall have the further right to have an audit made at Owners' expense of all account books and records pertaining to the management and operation of the Property. The operation of the Property, specifically including the Operating Account, shall be subject to an annual audit conducted by certified public accounting firm selected by the Owners. The expenses of the audit shall be an Operating Fund expense.

9.2. Reports.

9.2.1. Annual Financial Report. With respect to each Fiscal Year, the Manager will cause an annual financial report to be prepared showing all revenues, costs and expenses in detail. The report will be certified by the Manager as complete and accurate, and will be submitted to the Owners no later than sixty (60) days following the Fiscal Year in question.

9.2.2. Annual Physical Condition Report. The Manager will furnish an annual report with respect to the physical and operational condition of the Property and its equipment on or about ~~January 30~~ October 15 of each year.

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

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

9.3. Record Retention. The Manager shall retain all records required to be created and/or maintained by the terms of this Agreement for a period of five (5) years.

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

X. Other Provisions

10. Other Provisions.

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

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

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

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

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

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

10.2. Representations and Warranties of Owners. Owners represent, warrant and covenant to Manager as of the Effective Date and the Commencement Date, as follows:

(a) Due Organization, Etc. Owners are duly organized, validly existing, and in good standing in the state in which the Property is located, and have full power, authority and legal right to execute, perform and timely observe all of the provisions of this Agreement. Owners' execution, delivery and performance of this Agreement have been duly authorized.

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

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

(d) Continued Legal Existence. Owners shall, at its own expense, keep in full force and effect throughout the Term of this Agreement their legal existence and the rights required for them timely to observe all of the terms and conditions of this Agreement.

(e) Required Approvals. Owners shall maintain throughout the term of this Agreement all approvals that are required to be in their name and that are necessary to own and the Property , but the foregoing shall not relieve Manager from obtaining permits, licenses, authorizations and other approvals required hereunder.

(f) No Adverse Litigation/Condemnation. There is no litigation or proceeding pending or threatened against Owners, or to the knowledge of Owners, against the Property, that could adversely affect the validity of this Agreement or the ability of Owners to comply with its obligations under this Agreement. Owners are not aware of any condemnation proceeding pending or threatened against the Property or any portion thereof.

(g) Environmental. Except as disclosed in Schedule 10.3(g) to this Agreement, Owners have no actual knowledge that the Property violates any environmental legal requirement or any law or regulation relating to environmental conditions or safety.

(h) Rights to Purchase. Owners have not granted any other person the right to purchase the Property.

10.3. Joint Representation and Warranty.

No Hazardous Materials. Neither Manager nor Owners shall knowingly use or occupy, or knowingly permit the Property or any part thereof to be used or occupied, for any unlawful, or ultra hazardous use (including the prohibited or unlawful use or storage of hazardous materials, or any disposal of hazardous materials), or operate or conduct the business of the Property in any manner known to constitute or give rise to a nuisance of any kind.

10.4. Use of Affiliates by Manager. Subject to the terms of this Agreement, in fulfilling its obligations under this Agreement, the Manager may, from time to time, delegate certain of its obligations to one or more affiliates, provided that, if an affiliate performs services which the Manager is required to provide pursuant to this Agreement, the Manager shall be ultimately

responsible to the Owners for the affiliate's performance, and the Owners shall not pay more for the affiliate's services and expenses than the Manager would have been entitled to receive pursuant to this Agreement had the Manager performed the services. If an affiliate otherwise performs services for or provides goods to the Property, such goods or services shall be of a quality and supplied at prices and on terms at least as favorable to the Property as generally available in the relevant market. For purposes of this Section 10.5, the term "affiliate of the Manager" means any entity controlling, controlled by, or under common control with, the Manager. The Manager will notify the Owners in writing and obtain the Owners' approval (exercised in the reasonable discretion of Owners) of the use of Affiliates.

10.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas, without reference to any applicable principles of conflicts of law which would direct the application of the laws of another jurisdiction. Any dispute, controversy, claim or other matter arising out of or relating to the negotiation, execution, delivery or performance of this Agreement, or the breach thereof, regardless of whether such dispute, controversy, claim or other matter is characterized as arising in contract, tort (including, without limitation, fraud, fraudulent misrepresentation, negligence and/or negligent misrepresentation), strict liability, statutory liability, indemnity, contribution or otherwise, shall be governed by, and determined and resolved in accordance with, the laws of the State of Arkansas, without reference to any applicable principles of conflicts of law which would direct the application of the laws of another jurisdiction.

10.6. Waivers, Modifications, Remedies. No failure or delay by a party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated (unless otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought.

10.7. Severability of Provisions. If a court of competent jurisdiction ~~or an arbitrator~~ determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

10.8. Notices. Notices, consents, determinations, requests, approvals, demands, reports, objections, directions and all other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective on the date on which such communications are delivered by personal delivery, by facsimile transmission (with telephonic confirmation of receipt), DHL, Federal Express or other similar courier service or by the United State Postal Service or its successor after being deposited with the United States Postal Service as Express Mail or as registered or certified matter, postage prepaid, return receipt requested, addressed to the parties at the addresses specified below, or at such other address as the party to whom the notice is sent has designated in accordance with this Section 10.9. All such communications shall be deemed to have been received by the intended recipient (i) in the case of air courier services, on the next Business Day after deposit with such air courier service with a request for next day service; (ii) in the case of a facsimile transmission,

on the Business Day such transmission was sent, or if not a Business Day or if transmitted after 4:00 p.m. local time, then on the next Business Day; and (iii) in the case of first-class mail, three Business Days after the deposit with the United States Postal Service. Until a party provides a change in address in accordance with this Section 10.9, notices will be sent to the following addresses:

To Owners:

City of Fort Smith:
City Administrator
P.O. Box 1908
Fort Smith, AR 72902-1908
Fax: (479)784-2256

Sebastian County:
County Judge
35 South 6th Street, Rm. 106
Fort Smith, AR 72901
Fax: (479) 784-1550

To Manager:

Richard Coleman, CHA
Senior Vice President
American Resort Management, LLC
3614 West 12th Street
Erie, PA 16505
Fax: 814-833-2667

10.9. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion.

10.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10.11. Relationship of the Parties. Manager and Owners acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Property, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship between Manager and Owners with respect to the Property or the operation thereof. The Parties acknowledge and agree that Manager is an independent contractor, is not an employee of the Owners and is not an agent under the control or supervision of the Owners. This Agreement shall not be construed at any time to be an interest in real estate or a lien or security interest of any nature against the Property or any other land used in connection with the Property, or any equipment, fixtures, inventory, motor vehicles, contracts, documents, accounts, notes, drafts, acceptances, instruments, chattel paper, general intangibles or other personal property now existing or that may hereafter be acquired or entered into with respect to the Property or the operation thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, in no event shall the Manager have any right to bind the Owners.

10.12. Further Assurances. The parties shall do and procure to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.

10.13. No Third Party Beneficiaries. None of the obligations hereunder of either party shall run to or be enforceable by any party other than the party to this Agreement or by a party deriving rights hereunder as a result of an assignment permitted pursuant to the terms hereof. There are no third party beneficiaries with respect to this Agreement.

10.14. LIMITATIONS ON FIDUCIARY DUTIES. TO THE EXTENT ANY FIDUCIARY DUTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF MODIFYING, LIMITING OR RESTRICTING, THE EXPRESS PROVISIONS OF THIS AGREEMENT: (A) THE TERMS OF THIS AGREEMENT SHALL PREVAIL; (B) THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH GENERAL PRINCIPLES OF CONTRACT INTERPRETATION WITHOUT REGARD TO THE COMMON LAW PRINCIPLES OF AGENCY; AND (C) ANY LIABILITY BETWEEN THE PARTIES SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS PROVISIONS OF THIS AGREEMENT. FOR PURPOSES OF ASSESSING MANAGER'S FIDUCIARY DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE DUTIES AND OBLIGATIONS SET FORTH HEREIN, ARE INTENDED TO SATISFY THE FIDUCIARY DUTIES WHICH MAY EXIST AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING WITHOUT LIMITATION ALL DUTIES OF LOYALTY, GOOD FAITH, FAIR DEALING, FULL DISCLOSURE OR ANY OTHER DUTY DEEMED TO EXIST UNDER THE COMMON LAW PRINCIPLES OF AGENCY OR OTHERWISE. THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND RELEASE ANY RIGHT, POWER OR PRIVILEGE EITHER MAY HAVE TO CLAIM OR RECEIVE FROM THE OTHER PARTY ANY PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY BREACH OF FIDUCIARY DUTIES.

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

AMERICAN RESORT MANAGEMENT, LLC

Date: _____ By:_____

Name: _____

Title: _____

CITY OF FORT SMITH, ARKANSAS **SEBASTIAN COUNTY, ARKANSAS**

By: _____ By:_____

Sandy Sanders, Mayor Date David Hudson, County Judge Date

Attest: _____ Attest: _____

City Clerk County Clerk

Schedule 6.1

Base Compensation of Manager

a. **Compensation**. In consideration for the services to be rendered to the Owners by the Manager under this Agreement, the Owners agrees to pay the Manager a management fee based on the following schedule:

Years 1 (partial year) - 3 (full year) fee shall be Five Percent (5.0%) of gross revenue

Gross Revenues (hereinafter defined) from the Water Park actually collected, shall be deducted monthly from the Operating Account (herein defined) on the tenth (10th) day of the month following for which Gross Revenues are calculated. "Gross Revenues" shall mean all revenues, fees, rentals and receipts of every kind derived from operating the Water Park and all departments and parts thereof, including, but not limited to, income (from both cash and credit transactions) revenues, fees, rentals and receipts from: Water Park admissions, rentals of facility, ancillary revenue center(s) income, telephone charges, stores, offices, exhibit or sales space of every kind; license, lease and concession fees, and rentals (not including gross receipts of licensees, lessees and concessionaires); income from vending machines; income from parking; health club membership fees; admission fees; food and beverage sales; wholesale and retail sales of merchandise; and service charges.

"Gross Revenues" shall not include the following: sales or rentals of space outside the four walls of the Water Park (arising from items like sales or rentals of outparcels or portions of the parking lot, lease of rooftop space for cell phone towers, solar panels and similar items) additional venues established within the Water Park after the date of this Agreement if they are leased to a third party and not run by the Manager (such as a check cashing business, a gift shop, etc.), chargeback's from disputed credit card payments, gratuities paid to employees of the Water Park; federal, state or municipal excise, sales or use taxes or any other taxes collected directly from customers, patrons or guests or included as part of the sales price of any rentals, goods or services; interest received or accrued with respect to funds in Advertising Accounts, the Reserve Accounts or the Operating Accounts of the Water Park; any refunds, rebates, discounts and credits of a similar nature, given, paid or returned in the course of obtaining Gross Revenues or components thereof; or insurance proceeds; condemnation proceeds, or revenues derived through sales of real estate.

Schedule 6.2

Incentive Compensation of Manager

a. **Performance Bonus Incentive**. As additional consideration for the services to be rendered to the Owners by the Manager under this Agreement, Owners agree to pay Manager an annual incentive bonus based on meeting certain operational performance goals. The performance bonus shall be based on operating profits for each year, the first year running from the Commencement Date through and including December will be pro-rate based on the number of months open. Thereafter the annual Incentive Bonus will be based on a full twelve (12) months starting with January and including December and will continue for each twelve (12) month period thereafter during the term of this Agreement. The performance bonus for 2015 will be based upon a budget attached hereto as Schedule 3.1.1.2.

Operating Profit* GOAL	% OF Operating Goal Met	Percentage of Bonus Paid on Operating Profit
$309,413 for 2015	110%+	10%
	105.1% - 109.9%	7.5%
	100.1% - 105%	5%

For example, in year 2, if operating profit goal is $1,000,000.00 and actual operating profit is $ 1,050,000.00 the operating profit would fall between the 100% and 105% scale and Manager would be entitled to a performance bonus of .5% in addition to the standard management fee paid to Manager under Schedule 6.1. In this example, Manager would be entitled to a performance bonus of $50,000.00 x 5% or $2,500.00. If, for example, in year 2, the operating profit $970,000.00, because operating profits are below 99.99% of budget, Manager would not be entitled to any performance bonus. Any performance bonus due and payable to Manager must be paid by Owners to Manager within sixty (60) days of the completion of the year for which the performance bonus is calculated.

*Operating Profit is calculated on Gross Revenues less operating expenses and management fees and before the following Fixed Costs: depreciation and other budgeted reserves. This number will be adjusted from year to year upon approval of the operating budget by the owners.

Schedule 8.1

Insurance to be Placed by Manager or Owners

1.1. Liability Insurance. Operational Liability Insurance will be placed by the Manager. Such Liability Insurance will remain in effect at all times, and shall include both Sebastian County Government and the City of Fort Smith as named insured. Both Sebastian County Government and the City of Fort Smith maintain independent sovereign immunity from tort liability. The Manager and the Liability Insurance policy shall at all times defend and indemnify the Owners from such liability.

1.2. Property and Casualty Insurance. Property and Casualty Insurance for the facility will be provided for the year 2015 by the City of Fort Smith. Each year, the Owners and the Manager may individually or collectively obtain pricing for insuring the real and personal property associated with the facility so that the most cost effective property and casualty insurance is in place at all times.

1.3. **ADDITION TO MANAGEMENT AGREEMENT**

_____ With a mailing address of _____ (hereinafter referred to as "Owners"),

-and-

American Resort Management, LLC, with a mailing address of 3614 W 12th Street, Erie, Pennsylvania 16505 (hereinafter referred to as "Agent").

WHEREAS, Owners owns a parcels of real property located in _____, _____, and is conducting business under the d.b.a. _____, that consists of a building containing a outdoor water park, with various other support venues including a food concession, retail concession, to be developed and estimated to open Spring 2015 and numerous other amenities, facilities and activities for guests (collectively, the "Property")

WHEREAS, Owners has hired Agent to operate and manage Owners' Water Park upon terms and conditions set forth in that certain Management Agreement, dated as of_____, 2014, between Owners and Agent.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. In order that Agent may act as Owners' exclusive agent in managing and operating the Water park, Agent shall have the authority to establish bank accounts in the name of Owners.

    a. Specifically, Owners agrees that Agent may establish deposit accounts at _____ Bank in Owners' name and authorized signatories on the account will be:
        i. Jeffrey Mona;
        ii. Richard Coleman;
        iii. _____; and
        iv. Any other authorized representative of Owners, as designated by _____.

    b. Any of the individuals whose names are set forth in 1(a) above, whose genuine signatures appear on the separate cards dated and filed with _____ Bank, are hereby authorized to act individually on behalf of Owners and in its name to; (i) sign checks, drafts, notes, or other instruments or orders for payment of funds from any account maintained by Agent on Owners' behalf; and (ii) endorse checks, drafts, notes, bills, certificates of deposit or other instruments owned by or held by Owners for deposit in any such account, or for collection or discount by _____ Bank.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

OWNERS:

_____

By:_____

Ben Geren Aquatic Park 2015 Draft Budget version 4.0

	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	Dec 15	TOTAL Jan-Dec 15
Ordinary Income/Expense													
Income													
4001 · Season Passes													
4001.10 · Season Passes Sold In Park	11	20	15	147	6,623	10,477	1,361	227	-	-	-	-	18,880
4001.20 · Season Passes Sold Online	283	283	378	378	1,369	1,941	83	5	-	-	-	-	4,720
4001.50 · Season Passes Sold in Prev Year	-	-	-	-	-	-	-	-	-	-	-	-	-
4001.60 · Gold Season Pass	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 4001 · Season Passes	**294**	**303**	**393**	**525**	**7,992**	**12,418**	**1,444**	**232**	**-**	**-**	**-**	**-**	**23,600**
4002 · Day Passes													
4002.10 · Day Passes Sold In Park	-	-	-	-	60,961	267,185	315,628	161,165	16,427	-	-	-	821,350
4002.20 · Day Passes Sold Online	-	-	-	-	6,905	36,681	42,535	33,957	-	-	-	-	120,080
4002.30 · Group Sales	-	4,167	8,334	21,648	49,212	41,649	43,754	39,587	-	-	-	-	208,350
4002.40 · Consignment Accounts	-	-	3,316	4,974	30,985	31,502	72,853	22,164	-	-	-	-	165,800
Total 4002 · Day Passes	-	4,167	11,650	26,622	148,063	377,017	474,770	256,873	16,427	-	-	-	1,315,580
4009 · Facility Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
DRIVER	**294**	**4,470**	**12,043**	**27,147**	**156,055**	**389,435**	**476,214**	**257,105**	**16,427**	**-**	**-**	**-**	**1,339,180**
4003.10 · Registrations at Park	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
4080 · Locker Rentals	-	-	-	-	1,334	4,185	3,987	2,703	-	-	-	-	12,210
4083 · Cabana Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-
4091 · Other Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-
4100 · Food & Beverage	-	-	-	-	70,179	219,474	218,128	133,269	-	-	-	-	641,025
4150 · Gift Shop Merchandise	-	-	-	-	27,621	64,626	58,809	32,088	-	-	-	-	183,150
	-	**-**	**-**	**-**	**99,134**	**288,285**	**280,924**	**168,060**	**-**	**-**	**-**	**-**	**836,385**
4010 · Revenues Offset	-	-	-	-	-	-	-	-	-	-	-	-	-
4042 · Coupons & Discounts	-	-	-	-	(20,822)	(73,816)	(121,257)	(51,947)	-	-	-	-	(267,836)
4043 · Returned Checks & Chargebacks	-	-	-	-	-	-	-	(111)	(54)	-	-	-	(165)
4044 · Refunds & Returns	-	-	-	(10)	(898)	(454)	(476)	(1,087)	(575)	-	-	-	(3,500)
4045 · Cash Over/Short	-	-	-	-	463	60	349	(39)	527	-	-	-	1,293
4048 · Discount Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	**-**	**-**	**(10)**	**(21,257)**	**(74,210)**	**(121,384)**	**(53,184)**	**(102)**	**-**	**-**	**-**	**(270,208)**

4910 · Sponsorship Contract(s)	-	-	-	15,000	15,000	-	-	-	-	-	-	-	30,000
4950 · Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	15,000	15,000	-	-	-	-	-	-	-	30,000
Total Income	**294**	**4,470**	**12,043**	**42,137**	**248,932**	**603,510**	**635,754**	**371,981**	**16,325**	**-**	**-**	**-**	**1,935,357**
Cost of Goods Sold													
5100 · Food & Beverage	-	-	-	14,212	16,568	58,756	56,647	29,633	576	1,254	-	-	177,656
5102 · Food & Beverage Equip & Other	-	-	-	775	869	551	436	240	120	-	-	-	2,992
5150 · Gift Shop Merchandise	-	-	5,082	44,725	10,002	9,250	9,148	8,188	15,247	-	-	-	101,648
	-	-	5,082	59,712	27,439	68,557	66,231	38,061	15,943	1,254	-	-	282,296
Gross Profit	**294**	**4,470**	**6,961**	**(17,575)**	**221,493**	**534,953**	**569,523**	**333,920**	**382**	**(1,254)**	**-**	**-**	**1,653,061**
Expense													
	-	-	-	-	-	-	-	-	-	-	-	-	-
6002 · Bank Service Charges	34	65	34	31	71	161	278	290	205	89	33	32	1,322
6003 · ACH & Credit Card Process Fees	6	89	241	543	4,679	12,070	12,715	7,440	327	-	-	-	38,107
6005 · Dues & Subscriptions	260	328	164	-	74	-	41	-	656	14	-	-	1,537
6006 · Office Supplies	55	344	250	738	255	1,712	298	325	519	133	23	457	5,108
6007 · Postage and Delivery	77	-	27	13	102	402	6	75	44	11	330	5	1,091
6008 · Equipment Rental-G&A	-	-	-	880	2,647	1,520	960	563	528	664	116	123	8,001
6009 · Mileage Reimbursment	390	390	390	390	390	390	390	390	390	390	390	390	4,877
6012 · Meals & Entertainment	66	97	150	267	292	197	140	191	110	257	144	251	2,199
6013 · Admin Travel & Lodging	1,984	1,984	1,984	2,976	4,133	1,322	744	744	1,322	744	744	992	16,531
6015 · Office Printing & Reproduction	-	-	-	-	-	-	-	-	-	-	-	-	-
6016 · Consulting Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
6018 · Legal & Professional Fees	425	-	1,364	485	-	-	-	-	-	-	1,364	496	4,133
6019 · Vendor Charges & Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
6023 · Ticketing Supplies & Costs	-	-	-	1,593	4,269	3,039	607	438	170	-	-	-	10,117
6027 · G&A Equipment & Supplies < $500	-	37	115	-	393	-	-	-	-	-	-	-	546
6028 · Security and Patrols	-	-	-	-	349	1,284	1,554	811	135	-	-	-	4,133
6035 · Miscellaneous G&A Expenses	413	413	413	1,240	1,240	1,240	992	661	413	413	413	413	8,265
6036 · Meals for Employer Convenience	-	-	-	-	-	-	-	-	-	-	-	-	-
	3,710	3,747	5,132	9,156	18,894	23,337	18,725	11,928	4,819	2,715	3,557	3,159	108,878
6121 · In Park Radios	-	-	-	-	-	694	231	231	-	-	-	-	1,157
6122 · Park Telephone	530	532	532	532	596	307	533	534	534	534	418	418	6,000
6125 · Music Service	-	-	1,676	-	1,117	1,117	1,117	559	-	-	-	-	5,587

6131 · Web Site Development & Hosting	5,253	324	324	324	324	324	599	324	324	324	984	3,004	**7,505**
6135 · Ticketing Software & Support	4,518	-	-	-	687	-	-	-	-	-	-	-	**3,852**
6136 · Computer Services & Repairs	-	-	129	147	2,708	734	159	755	588	-	472	1,334	**7,026**
6138 · Technology Supplies < $500	-	-	-	23	23	29	23	17	-	-	-	-	**116**
6140 · Equipment Parts & Repairs	-	-	-	-	-	215	76	56	-	-	-	-	**347**
	10,301	**856**	**2,661**	**1,026**	**5,455**	**3,420**	**2,738**	**2,476**	**1,446**	**858**	**1,874**	**4,756**	**37,867**
6181 · Insurance-Workers Compensation	-	-	-	-	1,738	1,738	1,738	4,049	1,738	-	-	-	**11,000**
6182 · Insurance-EPLI/Crime	-	-	-	-	1,521	1,521	1,521	1,521	1,521	-	-	-	**7,604**
6184 · Equipment/Mechanical	-	-	-	-	-	-	-	-	-	-	-	-	**-**
6185 · Insurance-General Liability	-	-	-	-	5,921	5,921	5,921	5,921	5,921	-	-	-	**29,606**
6186 · Insurance-Excess Gen Liability	-	-	-	-	1,051	1,051	1,051	1,051	1,051	-	-	-	**5,257**
6187 · Insurance Property	2,159	2,159	2,159	2,159	2,671	2,671	2,671	2,671	2,671	2,671	2,671	2,671	**30,000**
6191 · Finance Charge	-	-	-	-	-	-	-	-	-	-	-	-	**-**
6195 · Insurance-Other	720	432	432	432	432	432	432	432	432	432	432	729	**5,769**
	2,879	**2,591**	**2,591**	**2,591**	**13,334**	**13,334**	**13,334**	**15,645**	**13,334**	**3,103**	**3,103**	**3,400**	**89,239**
6401 · Television	-	-	-	-	-	-	-	-	-	-	-	-	**-**
6403 · Radio	-	-	-	233	1,614	4,138	3,344	671	-	-	-	-	**10,000**
6404 · Magazine	-	-	645	645	-	192	192	192	-	-	-	-	**1,289**
6405 · Billboards	-	-	-	2,472	2,473	2,473	907	-	-	-	-	-	**5,852**
6406 · Other Media	-	-	118	23	2,110	1,006	-	-	-	-	-	-	**3,257**
6407 · Direct Mail	-	-	902	-	4,097	-	-	-	-	-	-	1,399	**6,397**
6408 · Internet	-	1,500	1,500	2,250	2,250	2,250	2,250	2,250	-	-	-	2,250	**15,000**
6410 · Materials & Collateral	-	3,876	1,708	3,657	2,901	4,239	2,251	-	-	-	749	-	**15,506**
6411 · Production Fees	-	5,868	-	1,291	8,650	643	384	769	-	-	-	-	**11,737**
6412 · Marketing & Agency Fees	-	-	-	-	1,500	1,500	1,500	3,000	-	-	-	-	**9,000**
6414 · Promotions & Partnerships	-	-	-	-	-	-	-	-	-	-	-	-	**-**
6416 · Marketing Travel and Mileage Reimburseme	600	1,320	1,320	2,683	1,320	2,348	1,521	1,368	1,383	600	600	1,052	**12,000**
	600	**12,564**	**6,193**	**13,254**	**26,915**	**18,789**	**12,349**	**8,250**	**1,383**	**600**	**1,349**	**4,701**	**106,947**
6442 · Live Entertainment	-	-	-	-	-	-	-	-	-	-	-	-	**-**
6443 · Appearance & Agency Fees	-	-	-	-	-	-	-	-	-	-	-	-	**-**
6445 · Other Event Costs	-	-	1,608	1,072	1,429	4,783	3,946	2,162	-	-	-	-	**15,000**
	-	**-**	**1,608**	**1,072**	**1,429**	**4,783**	**3,946**	**2,162**	**-**	**-**	**-**	**-**	15,000
6450.10 · Training	-	-	191	389	-	-	-	-	-	-	-	-	**581**
	-	**-**	**191**	**389**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**581**

6503 · Employee Uniforms	159	-	142	2,470	4,261	1,437	512	63	-	-	164	-	9,208
6504 · Employee Training Fees & Costs	-	-	-	1,102	-	(44)	-	-	-	-	-	-	1,058
6505 · Training & Uniforms Reimbursed	-	(37)	-	(12)	(2,112)	(2,583)	(936)	(802)	-	-	-	-	(6,480)
6510 · Payroll Services	231	231	231	463	785	932	886	1,103	439	231	231	231	5,786
6520 · Director Salaries	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	155,000
6530 · Manager Salaries	5,666.67	5,666.67	5,666.67	5,666.67	5,666.67	5,666.67	5,666.67	5,666.67	5,666.67	5,666.67	5,666.67	5,666.67	68,000
6540 · Seasonal Wages													-
6540.22 · Aquatics	-	-	-	513	20,219	48,756	49,896	49,896	8,910	-	-	-	178,200
6540.24 · Park Services	-	-	-	1,342	2,463	5,764	5,764	5,764	653	-	-	-	21,750
6540.26 · First Aid	-	-	-	-	198	1,186	1,037	1,464	-	-	-	-	4,133
6540.30 · Maintenance	-	-	1,760	2,640	2,477	3,130	2,839	2,352	1,586	1,320	1,320	2,574	22,000
6540.44 · Cashier & Accounting	-	-	-	-	2,160	7,830	7,935	7,993	1,080	-	-	-	27,000
6540.60 · Guest Services	-	-	3,199	3,199	6,379	15,827	15,286	15,605	1,919	1,279	640	640	63,973
6540.72 · Food & Beverage	-	-	-	1,600	3,200	7,888	8,894	9,138	640	640	-	-	32,000
6540.74 · Gift Shop	-	-	-	70	1,440	4,560	4,570	4,560	480	320	-	-	16,000
6540.80 · Marketing	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 6540 · Seasonal Wages	-	-	4,959	9,364	38,536	94,941	96,221	96,772	15,268	3,559	1,960	3,214	364,794
6580 · Payroll Taxes													
6581 · Employer SS & MI	929	929	1,177	1,397	2,856	5,676	5,740	5,768	1,693	1,107	1,027	1,090	29,390
6582 · FUTA	113	113	113	113	113	113	113	113	113	113	113	113	1,360
6583 · SUTA-MS	19	19	24	38	461	1,089	1,113	1,113	212	22	21	22	4,152
Total 6580 · Payroll Taxes	1,061	1,061	1,314	1,549	3,431	6,878	6,966	6,994	2,018	1,243	1,161	1,225	34,901
6595 · Employee Health Insurance	3,640	3,640	3,579	4,068	4,098	4,077	3,846	4,160	3,972	3,972	3,972	4,002	47,024
	23,674	23,478	28,808	37,587	67,582	124,222	126,079	126,874	40,280	27,588	26,071	27,255	679,499
6701 · Janitorial Supplies	-	-	-	748	1,794	2,261	1,399	994	(71)	-	-	-	7,125
6703 · Pest Control	-	-	-	-	-	335	-	39	39	-	-	-	413
6704 · Equipment & Supplies< $500	-	-	52	348	450	670	96	225	139	-	4	-	1,984
6705 · Equipment Repairs&Maintenance	-	-	321	351	600	1,365	463	810	287	283	-	-	4,480
6706 · Attraction Repairs&Maintenance	-	-	-	-	-	1,715	3,085	2,898	661	661	661	661	16,531
6710 · Facilities Repairs&Maintenance	-	-	-	-	-	2,580	3,033	1,381	1,018	117	1,028	557	16,531
6712 · Locker Service Fees	-	-	-	-	494	2,311	2,202	1,285	208	-	-	-	6,500
6713 · Locker Supplies & Fees	-	-	-	-	-	-	-	-	-	1,041	-	-	1,041
6720 · Safety Equipment < $1,000	-	-	337	1,195	759	31	865	24	63	-	-	-	3,273
6721 ·Life Safety Park Certification	-	1,577	1,577	1,577	1,577	1,577	1,577	1,051	-	-	-	-	10,513
6730 · Chemicals & Water Conditions	-	-	-	5,951	6,550	11,933	15,500	10,051	1,226	-	-	-	49,592
6732 · Furnishings & Signage < $500	-	-	-	326	1,934	647	1,035	356	-	-	-	-	4,298

6733 · First Aid Supplies	-	-	-	-	33	-	17	-	-	-	-	-	50
6740 · Miscellaneous Expenses	-	-	734	734	734	734	734	-	-	-	-	-	3,670
	-	1,577	3,021	11,230	14,925	26,159	30,006	19,114	3,570	2,102	1,693	1,218	114,615
6751 · Electric	-	-	-	2,309	9,918	16,531	18,184	16,562	6,612	5,410	2,269	2,265	82,653
6752 · Gas	-	-	-	42	47	182	248	222	94	30	31	54	1,157
6753 · Water	-	-	-	326	326	955	2,096	1,877	706	191	326	326	8,265
6754 · Waste Disposal	-	-	-	246	430	1,405	1,728	713	1,120	223	246	-	6,149
	-	-	-	2,923	10,721	19,073	22,256	19,374	8,532	5,854	2,872	2,645	94,250
6801 · Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
6802 · License Tax/Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
6804 · Use Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	0
7101 · Base Lease-City or County None	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
7300 · Management Fees	15	224	602	2,107	12,447	30,176	31,788	18,599	816	-	-	-	96,772
Total Expense	41,179	45,037	50,807	81,335	171,701	263,292	261,220	224,421	74,180	42,820	40,519	47,134	1,343,648
Net Ordinary Income	-40,885	-40,567	-43,846	-98,910	49,792	271,661	308,303	109,499	-73,798	-44,074	-40,519	-47,134	309,413
Other Income/(Expense)													
Other Income													
8001 · MTIP Sales Tax Rebates	-	-	-	-	-	-	-	-	-	-	-	-	-
8010 · Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-
8020 · Misc Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-
8040 · Gain/Loss on Asset Dispositions	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Expense													
8200 · Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
8210 · Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
8250 · Management Incentive Bonus	-	-	-	-	-	-	-	-	-	-	-	-	-
8300 . Expansion Fund	14.70	223.50	602.15	1,357.35	12,759.45	33,886.00	37,856.90	21,258.25	821.35	-	-	-	108,780
8400 · Capital Replacement Reserve	9	134	361	814	7,656	20,332	22,714	12,755	493	-	-	-	65,268
Total Other Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Other Income/(Expense)	24	358	963	2,172	20,415	54,218	60,571	34,013	1,314	-	-	-	174,047
Net Income	(40,908.52)	(40,924.92)	(44,809.78)	(101,081.59)	29,376.51	217,443.17	247,731.57	75,485.42	(75,112.19)	(44,073.93)	(40,519.38)	(47,134.33)	135,365.69

6D

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING
A CONTRACT WITH DIXON CONTRACTING INC. FOR
THE CONSTRUCTION OF THE WEST RIVER FRONT TRAIL

_____

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

SECTION 1: The bid of Dixon Contracting, Inc. for the construction of the West River Front Trail is hereby accepted.

SECTION 2: The Mayor is hereby authorized to execute a contract with Dixon Contracting, Inc. for an amount not to exceed $1,893,210.00, for performing said construction.

This Resolution adopted this _____ day of December, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____npr

PARKS RECREATION
FORT SMITH

Memo:

December 12, 2014

To: Ray Gosack, City Administrator
From: Jeff Dingman, Deputy City Administrator
Re: West River Front Trail contract with Dixon Contracting, Inc.

The West River Front Trail will serve as a connecting trail from the Harry E. Kelley River Park to the Rice Carden Levee Trail. The trail is approximately 1.6 miles and is funded through a Walton Family Foundation Grant and the City's sales and use tax dedicated to park improvements.

Frontier Engineering is the engineer designing the trail. The bids were originally opened in September of this year with only two contractors submitting bids. The bids came in over budget; therefore the engineer made some minor adjustments to the plans including changes to the pedestrian bridge, marking three event nodes as future event nodes not to be constructed at this time and by adding in some deductive alternates. The bids were opened December 4 with a more favorable response.

Dixon Contracting, Inc. is the low bid at $1,893,210.00. The bid has been verified by Frontier Engineering, is within budget and no deductive alternates will be taken. It is anticipated that construction of the trail will take approximately six (6) months to build.

The West River Front Trail will serve as a significant contributor to economic development along the river. We hope that construction of the trail will spur other developments in this area. This is also in alignment with the goals of the comprehensive plan action FLU3.2.3 and NCR 1.4.1. I recommend approval of the contract with Dixon Contracting, Inc. Please call if you have any questions regarding this trail.

attachment

West River Front Trail - ReBid December 4, 2014
Bid Tabulation

Item No.	Spec. No.	Description	Unit	Est. Qty.	DIXON CONTRACTING Unit Cost	DIXON CONTRACTING Total Amount	PETREE CONSTRUCTION Unit Cost	PETREE CONSTRUCTION Total Amount	LJB CONSTRUCTION INC Unit Cost	LJB CONSTRUCTION INC Total Amount	STEVE BEAM CONSTRUCTION INC Unit Cost	STEVE BEAM CONSTRUCTION INC Total Amount	CROSSLAND CONSTRUCTION CO. Unit Cost	CROSSLAND CONSTRUCTION CO. Total Amount	GOODWIN & GOODWIN, INC Unit Cost	GOODWIN & GOODWIN, INC Total Amount	TOWNSHIP BUILDERS INC Unit Cost	TOWNSHIP BUILDERS INC Total Amount
1	101.010	Performance and Payment Bond	LS	1	$54,000.00	$54,000.00	$32,280.00	$32,280.00	$30,342.00	$30,342.00	$42,111.60	$42,111.60	$18,144.00	$18,144.00	$200,000.00	$200,000.00	$30,000.00	$30,000.00
2	141.000	Construction Erosion Control	LS	1	$45,000.00	$45,000.00	$44,654.00	$44,654.00	$103,000.00	$103,000.00	$44,550.00	$44,550.00	$58,965.00	$58,965.00	$30,000.00	$30,000.00	$15,000.00	$15,000.00
3	202.050	Clearing and Grubbing	AC	9	$1,000.00	$9,000.00	$968.40	$8,715.60	$2,800.00	$25,200.00	$990.00	$8,910.00	$5,245.00	$47,205.00	$3,000.00	$27,000.00	$2,000.00	$18,000.00
4	203.030	Unclassified Excavation	CY	6,700	$6.00	$40,200.00	$5.65	***$37,855.00*** *	$6.00	$40,200.00	$5.23	$35,041.00	$13.50	$90,450.00	$11.00	$73,700.00	$12.00	$80,400.00
5	203.050	Undercut, Excavation & Backfill (Select Material) As Directed	CY	750	$20.00	$15,000.00	$19.37	***$14,527.50*** *	$18.00	$13,500.00	$19.25	$14,437.50	$35.00	$26,250.00	$18.00	$13,500.00	$40.00	$30,000.00
6	203.200	Select Material (Borrow/Compacted Fill)	CY	4,700	$10.00	$47,000.00	$9.15	$43,005.00	$12.00	$56,400.00	$9.35	$43,945.00	$18.09	$85,023.00	$14.00	$65,800.00	$30.00	$141,000.00
7	203.310	Topsoil (4" Thickness)	CY	1,300	$20.00	$26,000.00	$16.14	$20,982.00	$18.00	$23,400.00	$16.50	$21,450.00	$17.02	$22,126.00	$20.00	$26,000.00	$35.00	$45,500.00
8	230.010	Geotextile Fabric for Soils (Mirafi HP320)	SY	13,500	$5.00	$67,500.00	$5.11	***$68,985.00*** *	$5.50	$74,250.00	$3.50	$47,250.00	$2.57	$34,695.00	$4.00	$54,000.00	$4.00	$54,000.00
9	290.020	Seeding, Fertlizing and Mulch	AC	4.6	$2,800.00	$12,880.00	$2,812.66	***$12,938.24*** *	$3,615.00	$16,629.00	$1,000.00	$4,600.00	$2,781.00	***$12,792.60*** *	$2,800.00	$12,880.00	$2,000.00	$9,200.00
10	290.030	Solid Sodding	SY	10,635	$2.00	$21,270.00	$1.78	$18,930.30	$1.65	$17,547.75	$1.82	$19,355.70	$1.76	***$18,717.60*** *	$5.00	$53,175.00	$4.00	$42,540.00
11	290.050	Irrigation System Relocation (Node #1)	LS	1	$3,000.00	$3,000.00	$2,690.00	$2,690.00	$2,500.00	$2,500.00	$3,300.00	$3,300.00	$2,660.00	$2,660.00	$8,000.00	$8,000.00	$16,000.00	$16,000.00
12	290.SP	Trees and Boulders (Beyond Node Limits)	LS	1	$18,000.00	$18,000.00	$17,085.80	$17,085.80	$15,897.00	$15,897.00	$17,486.70	$17,486.70	$50,760.00	$50,760.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
13	305.020	Aggregate Base Course	CY	2,100	$55.00	$115,500.00	$54.34	$114,114.00	$55.00	$115,500.00	$60.00	$126,000.00	$34.00	$71,400.00	$42.00	$88,200.00	$56.00	$117,600.00
14	350.02SP	P.C. Concrete Pavement (5" Thickness)	SY	10,635	$28.00	$297,780.00	$43.04	$457,730.40	$40.56	$431,355.60	$52.00	$553,020.00	$45.00	$478,575.00	$40.00	$425,400.00	$40.00	$425,400.00
15	501.SP	15" Corrugated Plastic Pipe (CPP), Soil Tight	LF	360	$28.00	$10,080.00	$29.05	$10,458.00	$30.00	$10,800.00	$29.15	$10,494.00	$37.00	$13,320.00	$30.00	$10,800.00	$40.00	$14,400.00
16	601.500	1" Gate Valve w/ Box	EA	5	$60.00	$300.00	$271.69	$1,358.45	$150.00	$750.00	$55.00	$275.00	$425.00	$2,125.00	$350.00	$1,750.00	$400.00	$2,000.00
17	602.02	1" PE Tubing (SDR9) Service Line	LF	1,900	$3.00	$5,700.00	$6.56	$12,464.00	$6.70	$12,730.00	$3.85	$7,315.00	$19.60	$37,240.00	$10.00	$19,000.00	$5.00	$9,500.00
18	SP	Pedestrian Bridge (Incl. Abutments, Piles, Structure, & Erection)	LS	1	$525,000.00	$525,000.00	$423,885.90	$423,885.90	$440,250.00	$440,250.00	$421,303.00	$421,303.00	$493,444.00	$493,444.00	$525,000.00	$525,000.00	$562,160.00	$562,160.00
19	SP	Event Node #1	LS	1	$55,000.00	$55,000.00	$106,676.80	$106,676.80	$132,506.00	$132,506.00	$149,657.30	$149,657.30	$97,556.00	$97,556.00	$89,000.00	$89,000.00	$140,000.00	$140,000.00
20	SP	Event Node #2	LS	1	$30,000.00	$30,000.00	$51,926.68	$51,926.68	$45,015.00	$45,015.00	$40,632.65	$40,632.65	$40,876.00	$40,876.00	$33,000.00	$33,000.00	$64,000.00	$64,000.00
21	SP	Event Node #5	LS	1	$40,000.00	$40,000.00	$27,700.54	$27,700.54	$32,101.00	$32,101.00	$20,759.03	$20,759.03	$22,700.00	$22,700.00	$35,000.00	$35,000.00	$50,000.00	$50,000.00
22	SP	Event Node #6	LS	1	$45,000.00	$45,000.00	$69,320.22	$69,320.22	$56,518.00	$56,518.00	$56,766.95	$56,766.95	$67,412.00	$67,412.00	$48,000.00	$48,000.00	$80,000.00	$80,000.00
23	SP	Event Node #7	LS	1	$100,000.00	$100,000.00	$120,124.64	$120,124.64	$113,688.00	$113,688.00	$161,800.79	$161,800.79	$147,000.00	$147,000.00	$80,000.00	$80,000.00	$100,000.00	$100,000.00
24	SP	Electrical Lighting Systems	LS	1	$310,000.00	$310,000.00	$277,319.63	$277,319.63	$301,791.00	$301,791.00	$297,230.00	$297,230.00	$286,709.00	$286,709.00	$277,000.00	$277,000.00	$244,859.00	$244,859.00
		TOTAL BID (Items 1-24)				**$1,893,210.00**		***$1,995,727.70*** *		**$2,111,870.35**		***$2,147,691.22*** *		***$2,226,145.20*** *		***$2,226,205.00***		***$2,321,559.00***
DA1	SP	Alternate # 1 - Eliminate Node #2	LS	1	$30,000.00	$30,000.00	$45,638.00	$45,638.00	$32,000.00	$32,000.00	$29,004.00	$29,004.00	$29,004.00	$29,004.00	$33,000.00	$33,000.00	$62,000.00	$62,000.00
DA2	SP	Alternate #2 - Eliminate Node # 6	LS	1	$45,000.00	$45,000.00	$63,121.00	$63,121.00	$42,000.00	$42,000.00	$52,211.00	$52,211.00	$52,211.00	$52,211.00	$48,000.00	$48,000.00	$78,000.00	$78,000.00
DA3	SP	Alternate #3 - Eliminate Node # 5	LS	1	$40,000.00	$40,000.00	$22,261.00	$22,261.00	$22,000.00	$22,000.00	$18,688.00	$18,688.00	$52,211.00	$52,211.00	$35,000.00	$35,000.00	$48,000.00	$48,000.00

* Indicates mathmatical error. ***Values*** shown are corrected Values.

6E

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PURCHASE OF COMPASS PARK FOUNTAIN EQUIPMENT FROM FOUNTAIN PEOPLE, INC., AUTHORIZING INSTALLATION SERVICES CONTRACT WITH CREATIVE DESIGN POOLS, LLC AND DECLARING EXCEPTIONAL SITUATIONS AND WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING

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

SECTION 1: Following verification of receipt of donor funds, the City Administrator and his authorized agents are hereby authorized to purchase the fountain equipment for the Compass Park Splash Pad from Fountain People, Inc., based on and pursuant to the attached purchase quotation documents identifying the equipment to be purchased at a total purchase price of $119,852.49.

SECTION 2: Following verification of receipt of donor funds, the Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the attached Equipment Installation Agreement with Creative Design Pools, LLC providing for installation services with reference to the fountain equipment to be purchased pursuant to Section 1 above, which contract provides for payment for installation services in the amount of $214,612.51.

SECTION 3: Based on the involvement of private donors and the City/donor mutual selection of the unique Water Odyssey fountain equipment for the Compass Park Splash Pad, because of the mutual membership of the City and Fountain People, Inc. in the National Joint Purchasing Alliance, and pursuant to the purchasing procedures authorized by A.C.A. § 19-11-

249 and Ordinance No. 93-05, the purchase action authorized by Section 1 is confirmed. It is hereby determined that an exceptional situation exists which makes any further requirement of competitive bidding to be not feasible so that further competitive bidding requirements, if any, are hereby waived. Likewise, based on the above described circumstances and the fact that Creative Design Pools, LLC is the exclusive certified installer for the Odyssey Fountain equipment being purchased, and based on the mutual membership of the City and Creative Design Pools, LLC in The Interlocal Purchasing System (TIPS/TAPS), the contracting action authorized by Section 2 is confirmed. It is hereby determined that an exceptional situation exists which makes any further requirement of competitive bidding to be not feasible so that further competitive bidding requirements, if any, are hereby waived.

SECTION 4: Emergency Clause. Due to the end of this year expiration of now available pricing and the public interests of proceeding with contracting for the Compass Park improvements, an emergency is hereby declared and it is determined that this Ordinance shall be in full force and effect from and after its adoption.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney, NPR

PARKS RECREATION
FORT SMITH

Memo:

December 12, 2014

To: Ray Gosack, City Administrator
From: Jeff Dingman, Deputy City Administrator -jwd
Re: Compass Park Splash Pad

The CBID and Parks and Recreation Department have been working together developing a splash pad feature to be located at Compass Park next to the Park at West End. The project is being done through Creative Design Pools which is a member of The Interlocal Purchasing System (TIPS) and The Texas-Arkansas Purchasing System (TAPS). With them being a member of TIPS/TAPS they provide substantial savings and their best value to public agencies. Since they are a member and because they are the exclusive certified installer for the Odyssey Fountain equipment being purchased this allows us to declare an exceptional circumstance and waive the required competitive bidding process, as it is not feasible that another local vendor would be certified by the manufacturer to install the equipment.

The fountains and spray features are being purchased through Fountain People, Inc. They are a member of the National Joint Powers Alliance (NJPA) which is similar to the TIPS/TAPS program which allows us to purchase the items at the best possible price allowing us to forego the required competitive bidding process and still obtain the best possible price.

The splash pad will feature ten (10) fountains in a can spray features that will include LED lighting. This will be a beautiful fountain feature to our downtown area even at night. There are several metal ribbon sprayers that will have lights shining down on them. These bulbs can be changed on occasion to reflect the colors of various seasons. The water is treated and recirculated minimizing the waste of our natural resources.

Frontier Engineers is the civil engineer on the project and will oversee construction. The funding from the project is being done partially through the 1/8% sales tax and was planned for through the 2014 Capital Improvement Program. The amount from the sales tax is $150,000, an additional $150,000 is being generously donated through various members of the CBID. The remaining $35,000 is funded through capital outlay in Downtown Development.

Construction of the project will begin in January and is to be completed by May 1, 2015. The prospective view of the splash pad is attached. The construction of the Compass Park Splash Pad aligns with our comprehensive plan goal FLU 2.3.2, which specifically calls for completion of this project. I recommend approval of the construction contract with Creative Design Pools for $214,612.51 and the purchase of the spray features from Fountain People, Inc. for $119,852.49.

Attached is the quote from Fountain People, Inc. The contract with Creative Design Pools is being finalized and will be sent out once it is available, at or before the meeting. If you have any questions regarding the project please feel free to contact me.

11.25.2014
Quote No. W13887-1C-R2
Valid for 90 Days

Quote
COMPASS PARK
DOWNTOWN HISTORIC FORT SMITH

Fountain-in-a-Can		**$33,080**
(10) FIC-FJ-L360-13887	Custom Fountain-in-a-Can™ with Foam Jet, Lumen-360 LED Light Fixture, Junction Box with potting compound, Stainless Steel Slotted Drain Type Grate w/Perimeter Drain, Stainless Steel Housing Assembly w/anchors, Pipe and Conduit connections; Stainless Steel Anchor Bolts with nuts and washers; Anchor Bolt Template; and Concrete Pour Cover.	
LED Controller		**$3,564**
(1) CLED-10	UL Listed electronic control panel including NEMA-12 enclosure, power distribution, DMX Interface LED control cards for operating up to (10) individual light fixtures, labeled terminal strips for field connections	
Components		**$43,554**
(2) W326-1-13887	Mission Hill Mister™, water conserving stream water effect	
(3) W326-2	Mission Hill Shower™	
(3) W326-3	Mission Hill Spill™	
ColorCast		**$13,585**
(1) C001	ColorCast™ Spin Flower with Magic Flow™ stainless steel jet streams	
Sequence Controller/Activator		**$6,620**
(1) DSC-8-24	UL-Listed Controller w/ a module for 8 hard-wired inputs and modules for 24 wired outputs mounted in a NEMA 4X housing	
(1) W009	Touch & Go™ Bollard, Wired.	
Manifolds		**$16,360**
(2) WMF-10	Flanged 4" Stainless Steel Manifold for Wall Mount Installation w/pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections (no plug supplied); (10) discharge assemblies each w/(1) true union ball valve and (1) 24VAC bronze solenoid valve with 15' cord. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met.	
Drain Fittings		**$1,100**
(1) W037-13887	Custom Decorative Drain Cover w/stainless steel sump	

FOUNTAIN PEOPLE NJPA CONTRACT #022113

Equip't Price:	**$117,863.00**
Less NJPA Discount:	**(8,068.00)**
Less 5% Discount:	**(5,490.00)**
Freight/Crate:	**4,900.00**
Sales Tax-9.75%:	**10,647.49**
Total:	**$119,852.49**

Water Odyssey™ *by Fountain People, Inc.* | P.O. Box 807 San Marcos, TX 78667 | P: 512-.392.1155 | waterodyssey.com

Fountain People Inc. (Water Odyssey™) is pleased to offer our quotation for aquatic playground and related equipment for the above referenced project, subject to the qualifications listed below.

TERMS & CONDITIONS

1) No equipment other than that listed above is included in this Quotation.
2) Freight charge are estimated based on current rates at time of quotation and may be subject to change. Consult factory at time of sale for current freight charges.
3) Price includes sales taxes.
4) 1. Within the Continental US, all goods are shipped via common carrier, FOB San Marcos, Texas.
5) 1. Crates are constructed with integral skid for handling by forklift.
6) Lead-times after approval and release**: (2-4) Weeks for in-slab (concrete pour) items, (10-12) Weeks for balance of equipment.**
7) Terms of Sale: Credit terms available on US shipments only **(subject to approval of credit). Payments for International shipments must be agreed prior to shipment.**

PLEASE ISSUE PURCHASE ORDERS, PAYMENTS ETC. TO:

WATER ODYSSEY BY FOUNTAIN PEOPLE
P.O. BOX 807
SAN MARCOS, TX 78667

Thank you for the opportunity to work with you on this project. Please let me know if I can help in any other way.

Your Water Odyssey Representative:

Becky Thompson-Babb, CPSI
Arkoma Playgrounds & Supply
93 W. Colt Square Dr., Suite 5
Fayetteville, AR 72703
Ph: 479-443-0066 | 888-340-7529
Fax: 479-443-9202
www.arkomaplaygrounds.com

Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

Water Odyssey™ *by Fountain People, Inc.* | P.O. Box 807 San Marcos, TX 78667 | P: 512-.392.1155 | waterodyssey.com

Compass Park Splash Pad

6F

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF UTILITY EASEMENT GRANTED TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR FORT SMITH FIRE TRAINING FACILITY PROJECT LOCATED ON FORT SMITH DEPARTMENT OF SANITATION PROPERTY

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

The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the attached Easement granting Oklahoma Gas and Electric Company the right and privilege to erect and maintain a system of underground and above ground electrical facilities providing electric service to the facilities being constructed as a part of the Fort Smith Fire Department Fire Training Facility located on Fort Smith Department of Sanitation property.

This Resolution adopted this 16th day of December, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
No Publication Required

Responsible Environmental Management

Fort Smith Department of Sanitation

MEMORANDUM

December 12, 2014

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

Subject: Utility Easement for the Fire Training Facility

Construction for the Fort Smith Fire Department's Training Facility project (R-65-14) began immediately following the notice to proceed issued on July 26, 2014. In order to provide electrical services to the facility, electrical lines need to be installed. A representative with Oklahoma Gas and Electric (OG&E) recently met with department staff to discuss installing new electrical utilities across a small portion of the City of Fort Smith's landfill property located at 5900 Commerce Road. Copies of the proposed easement are attached. As designed, the proposed electrical utility easement will run approximately 805 feet and will never interfere with the City's solid waste disposal site. Department staff recommends that the easement be executed and approved by the attached Resolution at the next Board of Director's meeting.

Please contact me should you have any questions or would like additional information.

NK

THIS INSTRUMENT WAS PREPARED BY:
LAND MANAGEMENT
AFTER RECORDING RETURN TO SAME @:
OG&E ELECTRIC SERVICES
ATTN: RIGHT OF WAY DEPT. - M/C AF90
7200 HIGHWAY 45
FORT SMITH, ARKANSAS 72916

EASEMENT

Work Order # **7358079**

KNOW ALL MEN BY THESE PRESENTS:

THAT **THE CITY OF FORT SMITH** Grantor, in consideration of Ten or more dollars, in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY,** an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to erect, operate and maintain a system of poles, wires, and other necessary fixtures for the transmission of electric current and communication messages, upon, under, over and across the property hereinafter described, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation, with full power and authority to enter upon the premises for said purposes.

The real property covered by this easement is situated in Sebastian (Fort Smith District) County, State of Arkansas, and described as follows:

A sixteen (16) foot wide easement being eight (8) feet each side of the centerline lying in the **Southwest Quarter of the Southwest Quarter Section 12, Township 7 North, Range 32 West**, being more particularly described as follows: Commencing at an existing 2" aluminum cap at the Northwest corner of SECTION 13; thence along the West line of Section 13 South 01 deg. 23' 00" West 460.39 feet; thence South 88 deg. 25' 07" East 100.13 feet to a set ½" rebar with cap stamped MWC 1369; thence North 01 deg. 25' 14" East 1883.08 feet to a set ½ " rebar with cap stamped MWC 1369; thence South 57 deg. 08' 55" East 541.39 feet to a set ½" rebar with cap stamped MWC 1369: thence South 01 deg. 25' 14" West 553.53 feet to a set ½" rebar with cap stamped MWC 1369; thence South 88 deg. 34' 46" East 464.84 feet; thence South 01 deg. West 200 feet to an OG&E pole and the **point of beginning;** thence South 01 deg. West 145 feet (from this point extends an anchor Easterly 20 feet); thence South 89 deg. West 660 feet (from this point extends an anchor Westerly 20 feet) and to the **point of terminus.**

The centerline of this easement shall be along the actual route of the line as installed and shall include any additional easement area needed for downguys or anchors.

Grantor agrees that no building or other structure shall be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its successors and assigns, within the above described easement area unless the written consent of the Grantee is first obtained.

Grantor hereby consents to permit Grantee to trim trees and foliage on Grantor's property immediately adjacent to the easement granted herein to insure the health of the trees involved, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of _____,2014.

THE CITY OF FORT SMITH

By: _____

SANDY SANDERS, MAYOR

STATE OF _____}

}§ **ACKNOWLEDGMENT**

COUNTY OF _____}

Before me, the undersigned, a Notary Public, in and for Said County and State, on this _____ day of _____, 2014, personally appeared SANDY SANDERS, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its MAYOR and acknowledged to me that he executed the same as his free and voluntary act and deed of same, for the uses and purposes therein set forth.

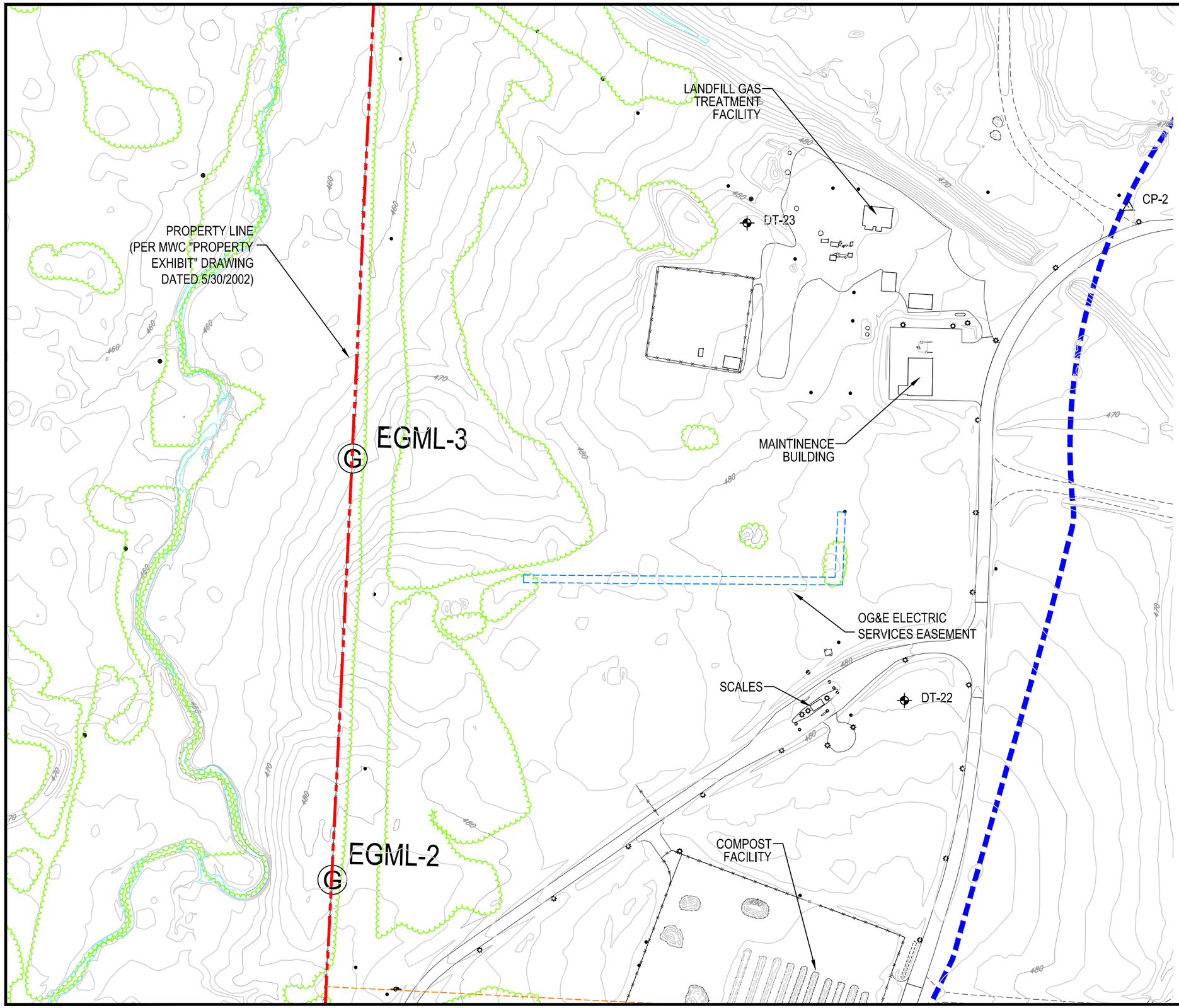
My Commission Expires:

_____ _____

Notary Public

(Draft No. _____) R/W File No. **7358079r**

Form 468 (Rev 7/2003) ARK_OH-C2.DOT Atlas Sheet No. RG



Fort Smith Department of Sanitation

EXHIBIT

DESIGNED BY:	CAD
DRAWN BY:	JDW
APPVD. BY:	BNF
SCALE:	SEE BARSCALE
DATE:	12-11-14
JOB NO.	016-001
ACAD NO.	X-PB
SHEET NO.:	OF

PROPOSED OG & E ELECTRIC EASEMENT

CITY OF FORT SMITH

CITY OF FORT SMITH SANITARY LANDFILL

FT. SMITH ARKANSAS

Terracon
Consulting Engineers and Scientists
25809 I-30 SOUTH BRYANT, AR 72022
PH. (501) 847-9292 FAX. (501) 847-9210

REV.	DATE	BY	DESCRIPTION

6G

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BEAUTIFY FORT SMITH FOR CERTAIN SERVICES FOR INHABITANTS OF THE CITY OF FORT SMITH

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

SECTION 1: The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, that certain agreement with Beautify Fort Smith providing for the payment by the City to Beautify Fort Smith up to a maximum of **$50,000** during calendar year 2015 for services provided to the City that consist of enhancing the image and appearance of Fort Smith by creating a successful and aesthetically pleasing community through public awareness, beautification projects, neighborhood cleanups, litter reduction, and other means.

SECTION 2: It is hereby declared and determined by the Board of Directors that the agreement authorized by Section 1 above deals with providing services in an exceptional situation where competitive bidding procedures are not feasible so that competitive bidding procedures are hereby waived with reference to such agreement.

Passed and approved this 16th day of December, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
No Publication Required

Responsible Environmental Management

Fort Smith Department of Sanitation

MEMORANDUM

December 12, 2014

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

Subject: Beautification Committee

The creation of a beautification committee was a priority cited by the board of directors during their retreat in July 2013. The topic was discussed further during study sessions held on December 10, 2013 and September 9, 2014, but was ultimately deferred for action pending final discussions concerning whether the group wished to become a city-appointed committee/commission or remain a community organization and contract with the city to provide services. During a meeting with Beautify Fort Smith representatives on November 3, 2014, they indicated the group wished to remain a community organization. The resulting agreement and details of the proposed services to be completed in 2015 are attached for the Board's consideration.

Funding in the amount of $50,000 was included in the department's 2015 Budget. Further funding for the activities of the committee will be derived from grants and other fundraising activities. Since Beautify Fort Smith chose to remain a community organization, they will be responsible for administering the work outlined in the agreement rather than city staff.

Please contact me should you have any questions or would like additional information.

AGREEMENT

THIS AGREEMENT made and entered into this 16th day of December, 2014, by and between the City of Fort Smith, Arkansas ("City"), and Beautify Fort Smith, an affiliate of Park Partners of Fort Smith, Inc., an Arkansas local, non-sectarian, nonprofit corporation with local social, cultural, and economic development benefits to the City.

WITNESSETH:

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

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

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

1. Beautify Fort Smith will provide to the City and its inhabitants, for the year 2015, services which will enhance the health and welfare of the City and its inhabitants. The services shall consist of the following:

   a. Beautify Fort Smith will enhance the image and appearance of Fort Smith, Arkansas by creating a successful and aesthetically pleasing community through public awareness, beautification projects, neighborhood cleanups, litter reduction, and solid waste diversion; and

   b. Beautify Fort Smith will obtain membership with Keep America Beautiful (KAB) and Keep Arkansas Beautiful and will be responsible for completion of the annual KAB litter index; and

   c. Beautify Fort Smith will research and develop plans for updating and beautifying the physical appearance of publicly-owned properties in Fort Smith by targeting areas that could be enhanced by installing signage, removing litter and/or brush, mowing, landscaping, and the planting of flowers and/or trees; and

   d. Beautify Fort Smith may be asked to provide advice to the Planning Department for modifications and additions to the Unified Development Ordinance (UDO) with regard to landscaping codes; and

   e. Beautify Fort Smith will strive to ensure that waste reduction methods and procedures are brought to the general public's attention to promote recycling and environmentally friendly initiatives that will teach youths and adults about solid waste management as well as motivate them to become involved in programs such as litter clean up and recycling; and

f. Beautify Fort Smith will provide the resources and support required to assume the lead in coordinating all interested parties concerned about beautification, litter reduction, and recycling in order to bring about a concerted effort of all interested parties doing their part to effect positive results.

2. In consideration for the providing of the services described in the preceding paragraph and as set forth in Beautify Fort Smith's itemized 2015 budget attached hereto as Exhibit 1, the City agrees to pay Beautify Fort Smith the total sum of $50,000 in equal quarterly installments of $12,500 each on or before February 15, May 15, August 15, and November 15, 2015 or as requested upon timely written request.

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

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

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

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

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

5. In addition to any of the other rights of cancellation stated herein, either party shall have the right to cancel this Agreement because of the breach by the other party of that party's obligations hereunder, such cancellation to be effective as of the date of the breach. Failure by either party to immediately declare the contract canceled by reason of a particular breach shall not preclude a party from raising that breach subsequently as a reason for cancellation. Should the Agreement be canceled, for any reason, Beautify Fort Smith understands and agrees that the City shall immediately cease paying any further monies under this Agreement, and agrees

additionally Beautify Fort Smith will refund to the City, on a pro-rated basis, monies paid by the City for services not rendered by Beautify Fort Smith.

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

6. It is agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

7. The parties to this Agreement agree that it is not a contract of employment, but is, instead, a service contract entered in order to fulfill a specific governmental purpose. Accordingly, in the performance of this Agreement, Beautify Fort Smith shall be considered an independent agent, and neither it nor its employees or agents shall be considered employees or agents of the City.

8. Because Beautify Fort Smith will be receiving monies from the City under this Agreement, Beautify Fort Smith understands that its records and meetings may become subject to the provisions of the Arkansas Freedom of Information Act.

9. It is understood and agreed by the parties that, if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of Arkansas, the entire Agreement shall by null and void.

10. This Agreement shall not be specifically enforceable in equity, by either party; nor shall any injunction be applied for or issued at the instigation of either party in case of dispute or alleged breach of this Agreement.

11. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

12. This Agreement is executed on the City's behalf by its officials as set forth below pursuant to Ordinance No. _____adopted on December 16th, 2014.

13. This Agreement shall have a term of one (1) year commencing on January 1, 2015.

14. This Agreement is executed on behalf of Beautify Fort Smith by its authorized representative set forth below who represents that he or she has full legal authority to bind Beautify Fort Smith.

IN WITNESS WHEREOF, the parties have set their hands and seals this 16th day of December, 2014.

City of Fort Smith, Arkansas

By:_____
Sandy Sanders, Mayor

Attest:

_____
City Clerk

Beautify Fort Smith

By:_____
Chairman

Exhibit 1

Beautify Fort Smith
Budget Summary
2015

Description	Amount Requested
Old Greenwood Interchange maintenance to include: mowing, trimming, and litter removal two (2) times per month during the eight (8) month growing season and monthly litter removal for 12 months.	$ 14,596.75
Jenny Lind Road Interchange maintenance to include: mowing, trimming, and litter removal two (2) times per month during the eight (8) month growing season and monthly litter removal for 12 months.	13,554.13
Purchase and installation of a "Welcome to Fort Smith" sign.	6,000.00
Mural along Rogers Avenue or downtown	4,000.00
Membership fee for Keep America Beautiful.	4,000.00
Understory, brush, and dead tree removal from the Old Greenwood Interchange and the east side of the Leigh Avenue Interchange.	3,400.00
Tree procurement and planting.	2,149.12
Mow East side of the Leigh Avenue Interchange three (3) times per year.	1,800.00
Spring and Fall Citywide Litter Cleanup	500.00
Total Request	$ 50,000.00

6H

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE TOWN BRANCH DRAINAGE IMPROVEMENTS, PHASE III
PROJECT NO. 11-06-B

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

The City Administrator is hereby authorized to acquire from Damon and Karen Burris, a drainage easement and a temporary construction easement on a tract of real property known as Tract 4 by compromise settlement for a total cash consideration in full satisfaction of all interests in the property for $14,000.00.

Adopted on this _____day of December, 2014.

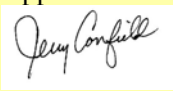
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____
☐ No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering

DATE: December 8, 2014

SUBJECT: Town Branch Drainage Improvements, Phase III
Project No. 11-06-B
Acquisition on Tract 4 (Damon & Karen Burris)

This drainage improvement project is to reduce the frequency of flooding that occurs in the downtown area and areas just north of downtown. The work includes improving the upstream outfall beginning at the South G Street/Towson intersection and extending to the west. This outfall is restricted which is contributing to the flooding. Construction plans are complete and we are in the final stages of right of way acquisition. Including the acquisition of Tract 4, we have acquired five of the twelve tracts necessary for this project.

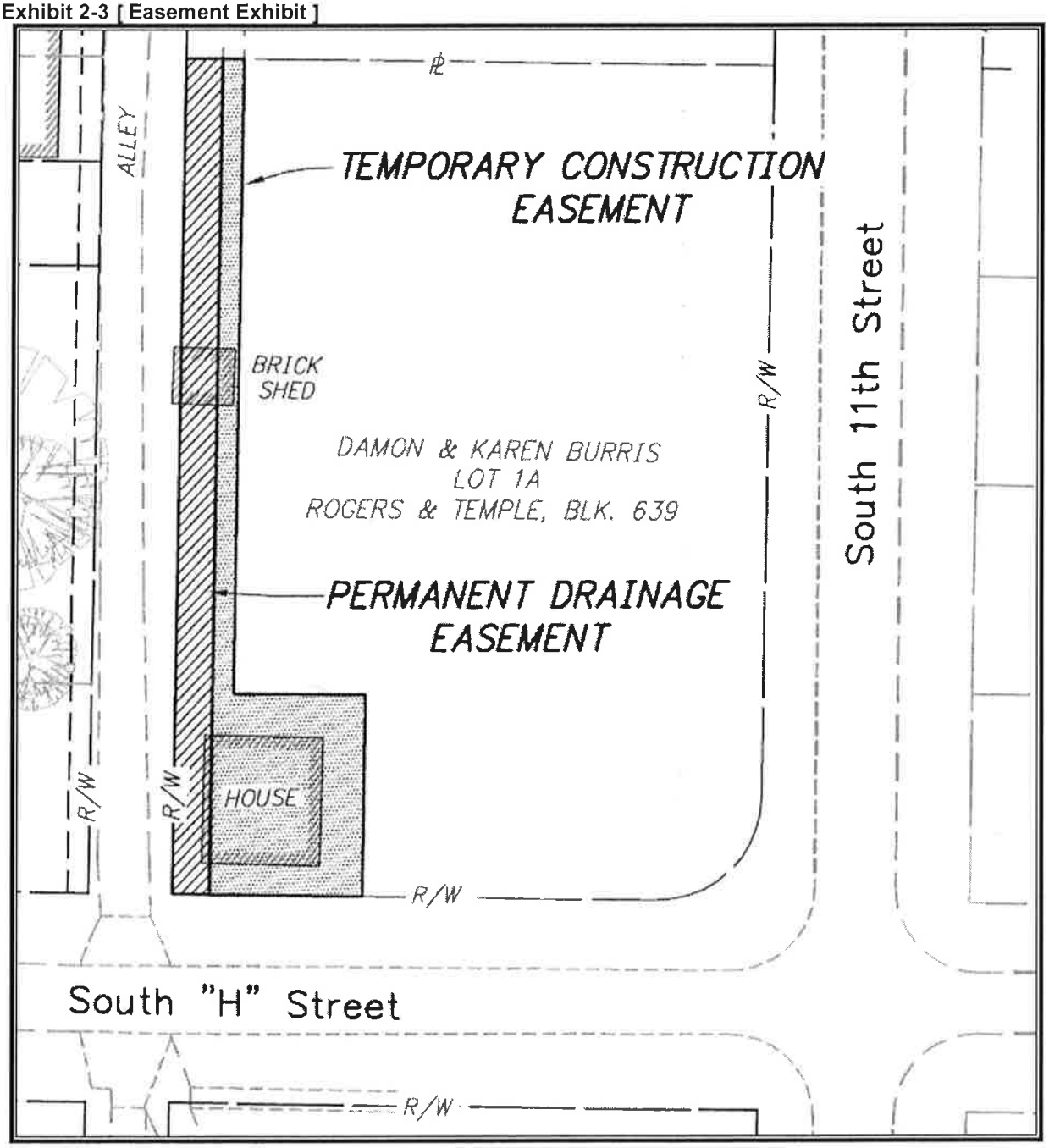
The acquisition on Tract 4 includes a drainage easement (1,738 square feet) and a temporary construction easement (2,512 square feet). Included with this acquisition is the demolition of a brick shed and a small rent house (864 square feet) located at 1015 South "H" Street. A location map is attached.

The appraisal prepared for the City of Fort Smith reflected just compensation due of $13,553.00. During negotiations, the property owners offered to settle for a payment of $14,000.00, which is $447.00 (3.3%) over our appraised amount. Based on the cost and risk of litigation, it is our opinion that the settlement is reasonable.

It is my recommendation that this negotiated amount of $14,000.00 be accepted. Attached is a Resolution which authorizes the compromise settlement. I recommend that the Resolution be adopted by the Board at the next regular meeting.

Enclosures

Exhibit 2-3 [Easement Exhibit]



MEMORANDUM

To: Ray Gosack, City Administrator

From: Sherri Gard, City Clerk

Date: December 12, 2014

Re: Item No. 6I

Please be advised that the City Attorney requested the above noted item be removed from the consent agenda and renumbered as a separate item. Due to such, Item No. 6I has now been renumbered to Item No. 7 on the agenda.

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF THE MAY BRANCH OUTFALL CULVERT REPLACEMENT
PROJECT NO. 12-06-E

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the May Branch Outfall Culvert Replacement, Project 12-06-E as complete.

SECTION 2: Final payment is hereby authorized in the amount of $148,793.98 to the contractor, Mobley Contractors, Inc., for Project 12-06-E.

This resolution adopted this _____ day of December, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☐ No Publication Required

RESOLUTION _____

A RESOLUTION AUTHORIZING A TIME EXTENSION FOR THE CONSTRUCTION OF THE MAY BRANCH OUTFALL CULVERT REPLACEMENT PROJECT NO. 12-06-E

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

SECTION 1: A time extension with Mobley Contractors, Inc., for the construction of the May Branch Outfall Culvert Replacement, Project 12-06-E, which increases the contract time by 88 calendar days, is hereby approved.

This resolution adopted this _____ day of December, 2014.

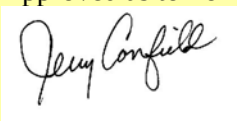
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____

☐ No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering

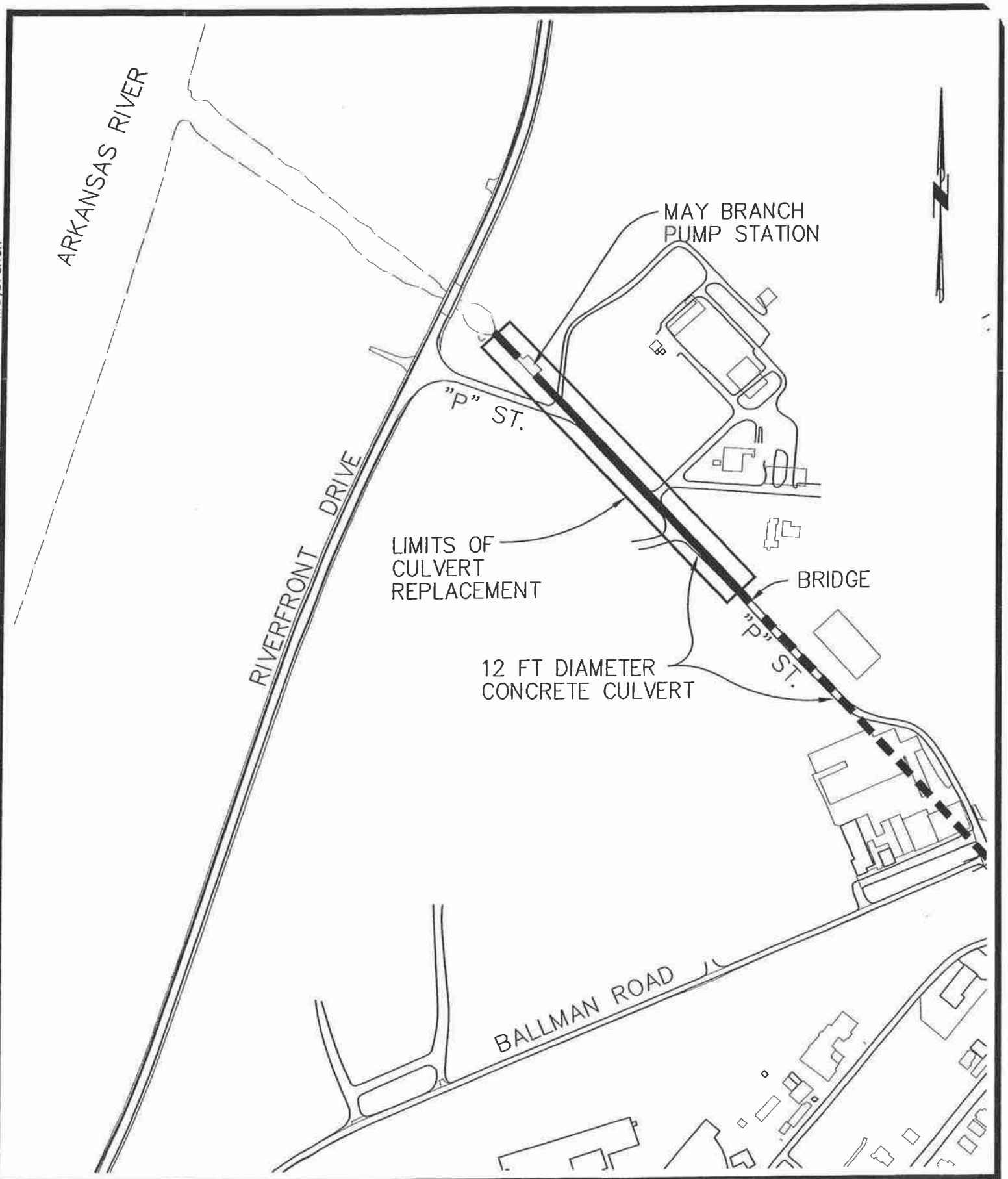
DATE: December 10, 2014

SUBJECT: May Branch Outfall Culvert Replacement
Project No. 12-06-E

This project replaced a section of the 12 foot diameter concrete culvert that serves as the outfall for the May Branch drainage basin and the P Street wastewater treatment plan. This outfall is also known as the North P Street outfall which was constructed approximately 100 years ago. During the levee certification, this culvert required inspection and was found to be in severely dilapidated condition and in danger of collapse. This project replaced approximately 1300 feet of the outfall pipe with a pre-cast 12'x10' concrete box culvert. A location map and a project summary sheet are attached.

The project was substantially complete on April 29, 2014 which is 88 days beyond the January 31, 2014 contract completion date. The additional time beyond the contract completion date is due to weather delays and additional/field modified work items.

Attached are Resolutions to increase the contract time, accept the project as complete, and authorize final payment to the contractor. I recommend that the Resolutions be accepted by the Board at the next regular meeting.



2012 CAPITAL IMPROVEMENTS PROGRAM MAYBRANCH OUTFALL CULVERT REPLACEMENT DRAINAGE IMPROVEMENTS	The City of Fort Smith ARKANSAS	Project:
		Date: SEPT. 2011
		Scale: NONE
		Drawn By: RBR Page:

G:\DRAWINGS\CIP\00-00 CIPALL\2012\DRAINAGE\ 2012 Drnq.dwg 09/20/11-13:12 RBR Maybranch

SUMMARY SHEET

City of Fort Smith			
Project Status	Complete	Project Name:	May Branch Outfall Replacement
Today's Date:	12/9/2014	Project Number:	12-06-E
Staff contact name:	Stan Snodgrass	Consultant Engineer:	Mickle Wagner Coleman
Staff contact phone:	784-2225	Project Contractor:	Mobley Contractors, Inc
Contract time (no of days):	365		
Notice to proceed issued:	1/2/2013		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$5,490,387.78	9/25/2012	1/1/2014
Contract Revisions:			
1 Addition of Flood Gate Replacement and 30 day time extension (Approved 4/16/13)	$361,516.00		1/31/2014
2 Time Extension 88 days			
Adjusted contract amount	$5,851,903.78		
Payments to date (as negative):	$5,552,973.12		
Amount of this payment	$148,793.98		
Contract balance remaining	$150,136.68		
Retainage held	0%		
Final payment	$148,793.98		
Amount under adjusted contract as a percentage	2.6%		

Final Comments:

The project was substantially complete on April 29, 2014 which is 88 days beyond the January 31, 2014 contract completion date. The additional time beyond the contract completion date is due to weather delays and additional/field modified work items.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS, PHASE C2
PROJECT NO. 12-06-C2

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the Drainage Improvements, Phase C2, Project 12-06-C2, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $69,431.17 to the contractor, Forsgren, Inc., for the Drainage Improvements, Phase C2, Project 12-06-C2.

This resolution adopted this _____ day of December, 2014.

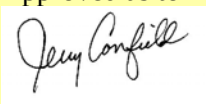
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____

☐ No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

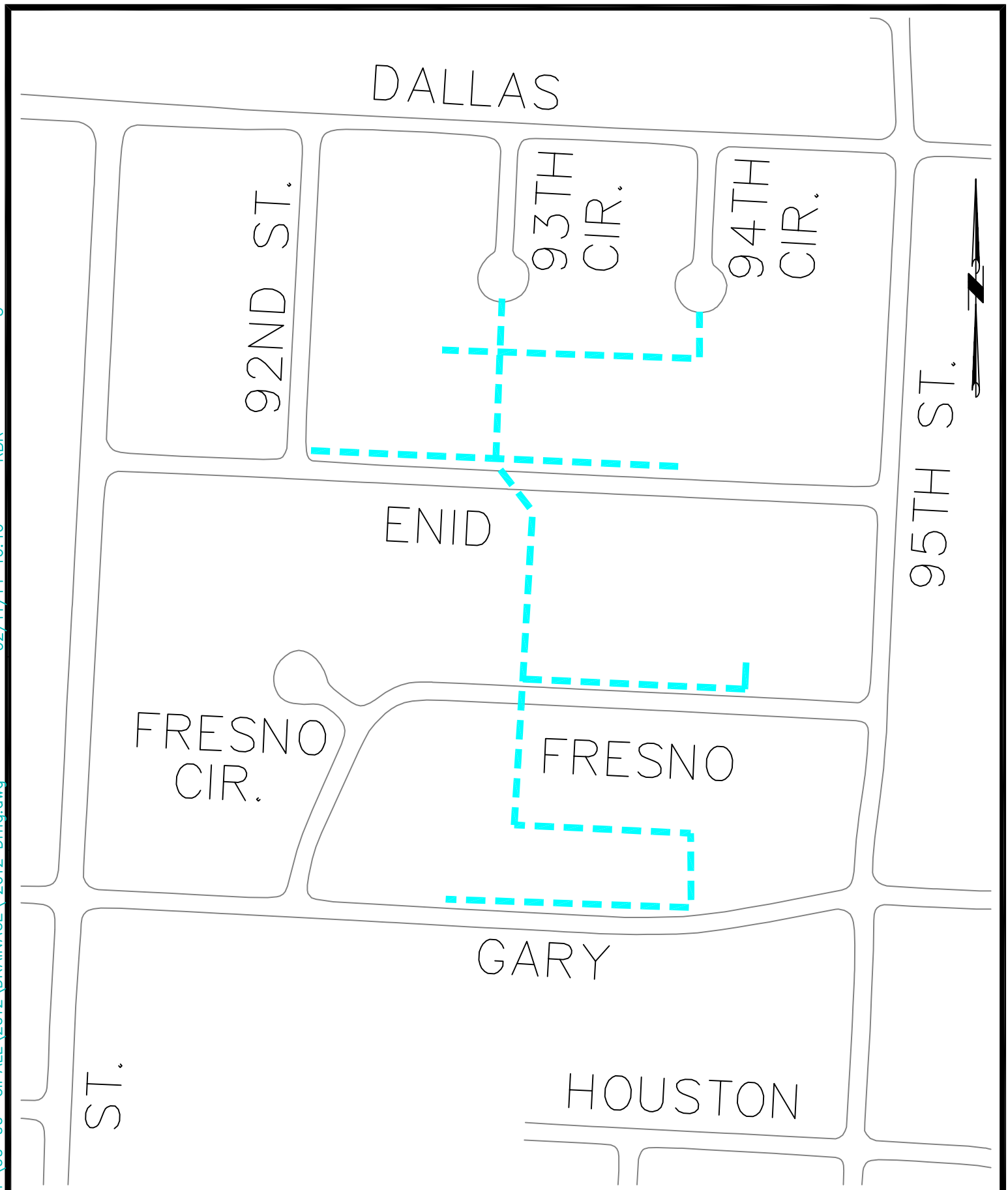
FROM: Stan Snodgrass, P.E., Director of Engineering

DATE: December 9, 2014

SUBJECT: Drainage Improvements, Phase C2
Project No. 12-06-C2

This project consisted of drainage improvements to reduce structure flooding that occurred during the heavy rains in the spring of 2011. The project included improvements in the Enid Street, Fresno Street and Gary Street areas. The locations of the improvements are shown on the attached exhibit. A project summary sheet is also attached.

Attached is a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend the Resolution be accepted by the Board at the next regular meeting.



2014 CAPITAL IMPROVEMENTS PROGRAM GARY/FRESNO/ENID AREA DRAINAGE IMPROVEMENTS	The City of Fort Smith Arkansas	Project: 12-06-C2 Date: JAN. 2014 Scale: NONE Drawn By: RBR

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SUMMARY SHEET

City of Fort Smith			
Project Status	Complete	Project Name:	2012 Drainage Improvements
Today's Date:	12/9/2014	Project Number:	12-06-C2
Staff contact name:	Stan Snodgrass	Consultant Engineer:	Phil Leraris
Staff contact phone:	784-2225	Project Contractor:	Forsgren Inc.
Contract time (no of days):	180		
Notice to proceed issued:	4/14/2014		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$630,662.58	2/11/2014	10/10/2014

Contract Revisions:
1 N/A

Adjusted contract amount	$630,662.58
Payments to date (as negative):	$492,689.41
Amount of this payment	$69,431.17
Contract balance remaining	$68,542.00
Retainage held	0%
Final payment	$69,431.17
Amount under original as a percentage	10.9%

Final Comments: Project was substantially complete on 9/30/2014

6M

RESOLUTION NO. ____

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS TO PUBLIC STREET, WATER AND SANITARY SEWER FACILITIES AND FOR DEVELOPMENT AND CONSTRUCTION OF PRIVATE PARKING FACILITIES WITH THE DEGEN FOUNDATION

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

SECTION 1: The attached Agreement for Construction of Improvements to Public Street, Water and Sanitary Sewer Facilities and for Development and Construction of Private Parking Facilities with The Degen Foundation ("Agreement") is hereby approved for the purpose of providing public street and public water and sewer facilities improvements for service in the service area of the development of the Arkansas College of Osteopathic Medicine and for the purpose of construction of private parking facilities, in conjunction with the City's administration of a $1,200,000 investment grant obtained from the Economic Development Administration of the United States Department of Commerce.

SECTION 2: The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the attached Agreement. The City Administrator is authorized to take any all necessary actions to effectuate the City's rights and obligations under the Agreement.

This Resolution adopted this _____ day of December, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney
No Publication Required

6N

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN ENGINEERING SERVICES AGREEMENT FOR THE DESIGN OF A PROJECT IN THE 2015 SALES TAX PROGRAM

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

SECTION 1: The Mayor is authorized to execute the engineering services agreement for the design of the following project in the 2015 Sales Tax Program utilizing the one cent sales tax proceeds.

Project No.	Description	Engineering Firm	Maximum Fee
15-90-A	Arkansas College of Osteopathic Medicine Infrastructure Improvements	Mickle Wagner Coleman	$300,000.00

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

This Resolution adopted this _____ day of December, 2014.

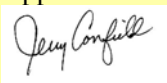
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____
☐ No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering

DATE: December 11, 2014

SUBJECT: Arkansas College of Osteopathic Medicine Infrastructure Improvements
Project No. 15-90-A

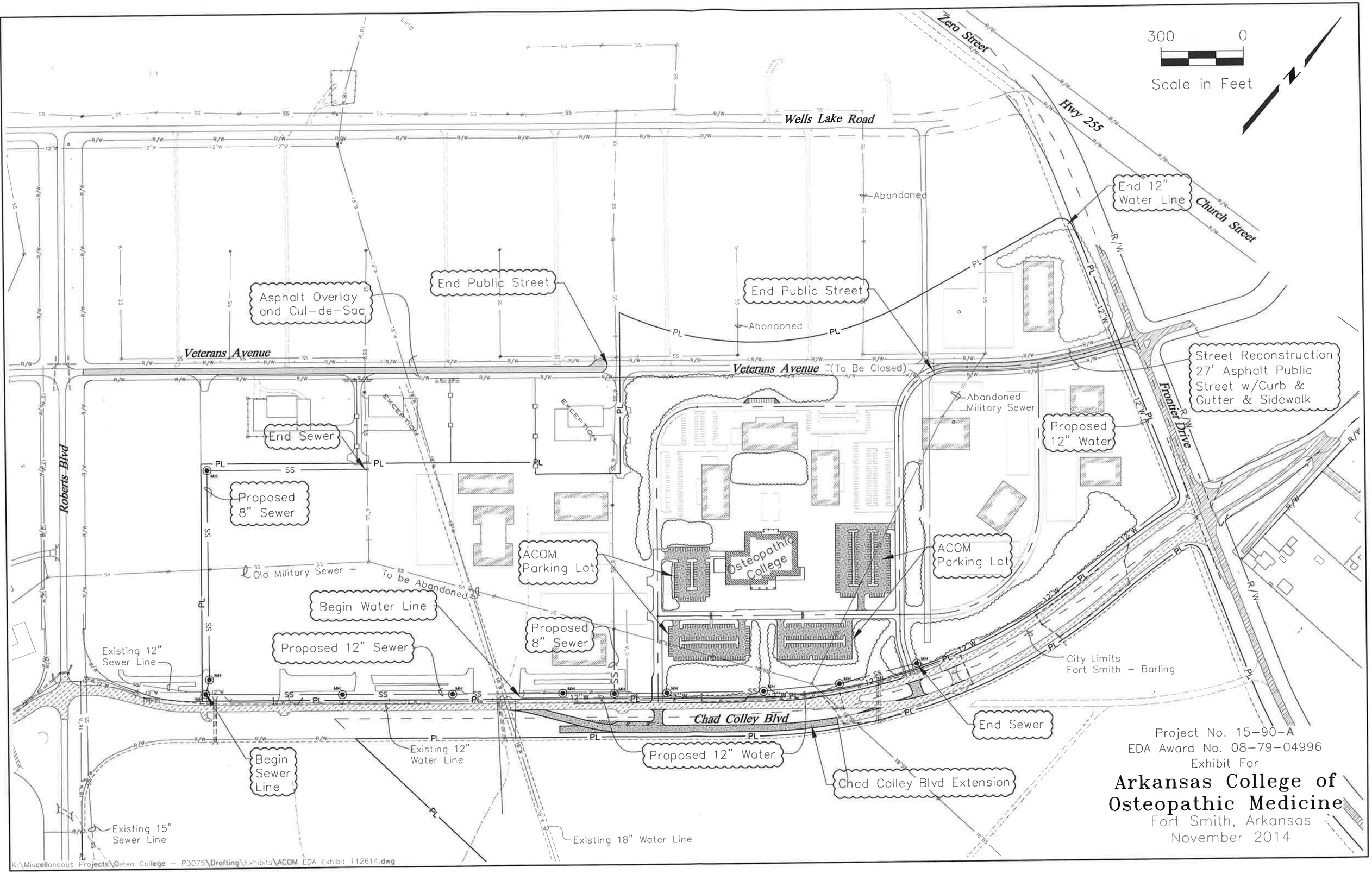
Earlier this year the City applied for an Economic Development (EDA) grant for infrastructure improvements to support The Degen Foundation with its plans to develop the Arkansas College of Osteopathic Medicine (ACOM). As part of the local match for the EDA grant, the City appropriated and authorized funds by Ordinance 44-14 for public infrastructure work associated with the ACOM. This work includes public water line improvements, sewer improvements and street improvements to Veterans Avenue both north and south of the campus as shown on the attached exhibit. A copy of Ordinance 44-14 is also attached.

The Degen Foundation has also committed $359,000 in local matching funding for infrastructure work as shown on the attached letter. The total local match of $1,864,000 includes $1,505,000 by the City and $359,000 by The Degen Foundation. The EDA has awarded a maximum federal share of $1,200,000 for infrastructure improvements at the medical school as shown on the Financial Assistance Award summary. The EDA federal share and The Degen Foundation contribution will be utilized to construct parking lots on the campus and the widening of Chad Colley Boulevard adjacent to the campus.

The attached agreement between the City and The Degen Foundation has been prepared for the construction and cost sharing of the above noted improvements. Also the professional services qualifications on file were reviewed and the firm of Mickle Wagner Coleman has been selected as the design engineer for this work. A memo detailing the engineer selection is attached.

Attached is a Resolution authorizing the Mayor to execute the agreement with The Degen Foundation and a Resolution authorizing the Mayor to execute the engineering services agreement. I recommend that both Resolutions be adopted by the Board at the next regular meeting.

Enclosures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Scale in Feet
Wells Lake Road
Zero Street
Hwy 255
Church Street
Frontier Drive
Roberts Blvd
Veterans Avenue
Veterans Avenue (To Be Closed)
Chad Colley Blvd
End 12" Water Line
Abandoned
Abandoned
Abandoned
End Public Street
End Public Street
Asphalt Overlay and Cul-de-Sac
Street Reconstruction 27' Asphalt Public Street w/Curb & Gutter & Sidewalk
Abandoned Military Sewer
Proposed 12" Water
End Sewer
Proposed 8" Sewer
ACOM Parking Lot
ACOM Parking Lot
Osteopathic College
Old Military Sewer - To be Abandoned
Begin Water Line
Proposed 8" Sewer
Proposed 12" Sewer
Existing 12" Sewer Line
City Limits Fort Smith - Barling
End Sewer
Begin Sewer Line
Existing 12" Water Line
Proposed 12" Water
Chad Colley Blvd Extension
Existing 15" Sewer Line
Existing 18" Water Line
Project No. 15-90-A
EDA Award No. 08-79-04996
Exhibit For
Arkansas College of Osteopathic Medicine
Fort Smith, Arkansas
November 2014
K:\Miscellaneous Projects\Osteo College - P3075\Drafting\Exhibits\ACOM EDA Exhibit 112614.dwg

3C

ORDINANCE NO. 44-14

AN ORDINANCE APPROPRIATING AND AUTHORIZING FUNDS FOR THE ARKANSAS COLLEGE OF OSTEOPATHIC MEDICINE INFRASTRUCTURE PROJECTS

BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE

CITY OF FORT SMITH, ARKANSAS, THAT:

SECTION 1: There is hereby authorized appropriations from the unobligated balance of the Water and Sewer Operating Fund to the Water and Sewer Capital Improvement Projects Fund in the amount of $450,000 for water line improvements and $330,000 for sewer improvements at the Arkansas College of Osteopathic Medicine in Fort Smith.

SECTION 2: There is hereby authorized appropriations from the unobligated balance of the Sales and Use Tax Fund for road projects for the campus, including $375,000 reconstruction of approximately 750′ of Veterans Avenue at the northern area of the campus and $350,000 for the overlay at the south end of the campus from Veterans Avenue to Roberts Boulevard.

THIS ORDINANCE ADOPTED THIS ~~18th~~ 19th DAY OF August, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

City Attorney NRR

THE DEGEN FOUNDATION

August 27, 2014

Mr. Pedro R. Garza, Regional Director
Economic Development Administration
U.S. Department of Commerce
504 Lavaca; Suite 1100
Austin, TX 78701-2858

Mr. Garza:

The Degen Foundation has committed $359,000 in local matching funding for infrastructure work to support the development of the Arkansas Colleges of Health Education (ACHE) in Fort Smith, AR. The Degen Foundation Board approved a resolution (attached) authorizing the Corporation to become a "supporting organization" and with a $14 million dollar gift from The Windgate Foundation, in addition to a $200 thousand dollar gift from the Fort Smith Regional Chamber of Commerce, the Foundation will supply funds as necessary for this project. The funds are available once construction begins on the medical college in September and there are no other encumbrances on these funds.

I hope this demonstrates The Degen Foundation's financial commitment to this project as it will improve the healthcare in western Arkansas and eastern Oklahoma and will produce economic benefits for our region through job creation and commerce.

Should you need further information don't hesitate to contact us.

Sincerely,

Thomas H. Webb, Jr.
Executive Director

Phone: 479-434-3066 • Fax: 479-434-3068
PO Box 10366 • Fort Smith, AR 72917
6101 Phoenix Ave, #4 • Fort Smith, AR 72903

FORM CD-450
(REV. 3-13)

U.S. DEPARTMENT OF COMMERCE

☑ GRANT ☐ COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

AWARD PERIOD
60 month from date of approval

RECIPIENT NAME City of Fort Smith	AWARD NUMBER 08-79-04996
STREET ADDRESS 623 Garrison Avenue	FEDERAL SHARE OF COST $ 1,200,000
CITY, STATE, ZIP CODE Fort Smith, Arkansas 72902	RECIPIENT SHARE OF COST $ 1,864,000
AUTHORITY Pub Works and Econ Dvpt Act of 1965, as amended (42 U.S.C. § 3121 et seq.)	TOTAL ESTIMATED COST $ 3,064,000

CFDA NO. AND PROJECT TITLE
11.307 Economic Adjustment Asst. - Infrastructure Improvements for a Medical School

BUREAU	FUND	FCFY	PROJECT-TASK	ORGANIZATION	OBJECT CLASS

This Award approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Award.

- ☐ Department of Commerce Financial Assistance Standard Terms and Conditions (January 2013)
- ☑ Special Award Conditions
- ☑ Line Item Budget
- ☐ 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Insitutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations
- ☑ 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments
- ☐ OMB Circular A-21, Cost Principles for Educational Institutions
- ☑ OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
- ☐ OMB Circular A-122, Cost Principles for Nonprofit Organizations
- ☐ 48 CFR Part 31, Contract Cost Principles and Procedures
- ☑ OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations
- ☑ Other(s): EDA Standard Terms and Conditions for Construction Project (March 12, 2013)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER	TITLE	DATE
PRG	Pedro R. Garza, Regional Director	SEP 22 2014
TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	**TITLE**	**DATE**
Ray Gosack	Ray Gosack, City Administrator	Oct. 3, 2014

MEMORANDUM

To: Project File

From: Stan Snodgrass, Director of Engineering
Steve Parke, Director of Utilities

Subject: Consultant Selection for Arkansas College of Osteopathic Medicine Street, Water and Sewer Public Infrastructure Improvements, Project 15-90-A EDA grant (08-79-04996)

Date: October 22, 2014

In compliance with Section 2-182 paragraph (d) of the Fort Smith Municipal Code, we have reviewed the statements of qualifications from the consulting engineers currently on file in the City Clerk's office. From those statements we have selected the following firms for consideration on the above referenced project:

Mickle Wagner Coleman Engineers
Hawkins Weir Engineers
Morrison Shipley Engineers

Of these firms, the firm of Mickle Wagner Coleman Engineers is considered the most qualified firm. Determination of the selected firm is based upon experience with respect to the type of services required, capacity and capability to perform the work, past record of performance and familiarity with the area in which the project is located.

Stan Snodgrass

Brian Waldrip

The City of Fort Smith Arkansas
Engineering Department
623 Garrison Avenue • P.O. Box 1908
Fort Smith, Arkansas 72902
Phone: 479-784-2225 • Fax: 479-784-2245

AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS TO PUBLIC STREET, WATER AND SANITARY SEWER FACILITIES AND FOR DEVELOPMENT AND CONSTRUCTION OF PRIVATE PARKING FACILITIES

This Agreement for Construction of Improvements to Public Street, Water and Sanitary Sewer Facilities and for Development and Construction of Private Parking Facilities (the "Agreement") is entered into by and between the City of Fort Smith, Arkansas (the "City") and The Degen Foundation, a Nonprofit Corporation of the State of Arkansas, ("Degen").

WITNESSETH:

WHEREAS, Degen is currently associated with the development of the Arkansas College of Osteopathic Medicine ("Osteopathic College") in Fort Smith;

WHEREAS, Degen has acquired by donation from the Fort Chaffee Redevelopment Authority property on which the Osteopathic College will be located;

WHEREAS, the City has applied for and has obtained from the Economic Development Administration ("EDA") of the United States Department of Commerce a grant providing a $1,200,000 EDA investment for infrastructure improvements for the Osteopathic College ("EDA investment");

WHEREAS, by its Ordinance 44-14, the City has appropriated $450,000 for waterline improvements, $330,000 for sanitary sewer system improvements, $375,000 for improvements to Veterans Avenue (North) and $350,000 for improvements to Veterans Avenue (South), for a total appropriation of $1,505,000 ("the City Projects");

WHEREAS, Degen has committed to provide funding in the amount of $359,000 to be used, in addition to the EDA investment, for the design, construction and construction inspection of improvements to Chad Colley Boulevard ("Chad Colley Boulevard Improvements") and four parking lot facilities on Degen owned property ("Private Parking Facilities");

WHEREAS, the City and Degen agree their best interests will be served by joint participation in the contracting for the design and construction of the identified public and private facilities ("the Joint Project Facilities");

WHEREAS, the City will manage the engineering contract and the construction contract for the Joint Project Facilities; and,

WHEREAS, the City shall bear the financial obligations of the City Projects, and the financial obligations of the Chad Colley Boulevard Improvements and Private Parking Facilities shall be borne by Degen as supplemented by the EDA investment.

NOW, THEREFORE, the City and Degen, in consideration of the terms, covenants and

conditions herein set forth, hereby agree as follows:

1. Degen agrees to dedicate to the City of Fort Smith and to the City of Barling (determined according to the City limits boundary between the two municipalities) all needed right-of-way, if any, for the construction of the Chad Colley Boulevard Improvements. The City will coordinate with the City of Barling the design and construction of the Chad Colley Boulevard Improvements.

2. The City shall be responsible for the contracting for engineering design and inspection services, contracting for construction, and payment for the City Projects. As the City is the recipient of the EDA investment grant, and because Degen is providing $359,000 of the funding, the City and Degen shall jointly be involved in the design and construction of the Chad Colley Boulevard Improvements and the Private Parking Facilities. The Joint Project Facilities are further identified on the attached Exhibit "A."

3. The parties acknowledge Mickle Wagner Coleman, Inc. has been selected, pursuant to the City's engineering services procurement procedures, as the engineer to provide design services and construction inspection services with reference to the Joint Project Facilities. The City will be responsible for payment of the engineering services related to the City Projects. Degen shall be responsible, assisted by the EDA investment, for payment of the engineering services related to the Chad Colley Boulevard Improvements and the Private Parking Facilities. The City shall administer the engineering contract.

4. Upon receipt of preliminary design plans for the Joint Project Facilities, the City will proceed to review and authorize final design and bidding for construction of the City Projects. With reference to the Chad Colley Boulevard Improvements and the Private Parking Facilities, the City Administrator of Fort Smith and the Chief Executive Officer of Degen shall confer regarding the preliminary design. Approval of design of the Chad Colley Boulevard Improvements shall be obtained from the City of Barling. With the concurrence of both the City Administrator and the Chief Executive Officer of Degen, the City shall authorize the engineer to complete final design and bidding for construction of the Chad Colley Boulevard Improvements and the Private Parking Facilities.

5. After receipt of bids taken pursuant to the City's procurement practices, the construction contract for the Joint Project Facilities shall be subject to approval by the governing body of the City and shall be subject to approval by Degen with reference to the Chad Colley Boulevard Improvements and Private Parking Facilities. If approved, the City shall administer the construction and construction inspection services provided by the selected contractor. As with reference to the engineering expenses identified in paragraph 3 above, all construction costs with reference to the City Projects shall be borne by the City and all construction costs with reference to the Chad Colley Boulevard Improvements and the Private Parking Facilities shall be borne by Degen as supplemented by the EDA investment administered by the City.

6. At the time of execution of this Agreement, Degen shall deliver to the City, a fully

executed and binding Financial Agreement, attached hereto as Exhibit "B," making provisions for Degen's $359,000 contribution to the costs of the Chad Colley Boulevard Improvements and Private Parking Facilities. Regarding any funds delivered to the City pursuant to the Financial Agreement, the City shall hold the funds in such a manner that they are accounted for separately from any City funds, and the funds shall be used solely for the purpose of paying the obligations of Degen under this Agreement. Regarding the costs of the Chad Colley Boulevard Improvements and the Private Parking Facilities, the City shall first use portions or all of the proceeds from the EDA investment, to the extent permitted by the EDA's controlling grant and regulations, before calling on Degen's obligation to provide funds as described in the Financial Agreement. In the event the engineering and construction costs for the Chad Colley Boulevard Improvements and the Private Parking Facilities exceed the amount of the EDA investment grant and Degen's initial contribution of $359,000, Degen shall promptly provide the funding for the additional engineering and construction costs (no later than thirty (30) days after notice from the City).

7. The City and Degen agree that Degen is an intended third party beneficiary of the terms and conditions to be included in the City's contract with the contractor selected to construct the Joint Project Facilities. Should the City fail to exercise its rights against the contractor, then the City conveys and assigns to Degen its rights of enforcement and collection against the contractor regarding the Chad Colley Boulevard Improvements and Private Parking Facilities. The benefit of any assessment and collection of liquidated damages under the contract shall be attributed according to the specific project suffering the delay.

8. The City agrees to require the construction contractor to acquire and maintain insurance identifying both the City and Degen as insureds according to the City's standard construction contract requirements.

9. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between or among the City and Degen. No joint employment is intended or created by this Agreement for any purpose.

10. This Agreement is to be construed and enforced pursuant to the laws of the State of Arkansas without consideration of its conflict of law provisions. Any dispute with respect to it and the rights and duties thereby created shall, if not otherwise resolved by the parties, be litigated in a court having jurisdiction with venue in the Fort Smith District of Sebastian County of the State of Arkansas.

11. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the City or Degen for which he or she is signing, and that his or her signature binds said entity to the terms and provisions of this Agreement.

12. This Agreement may be executed by facsimile, in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or

multiple original(s) in order to form a single or multiple original(s) of this Agreement.

13. This Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Agreement is the result of good faith arms length negotiations. The recitals contained in the whereas clauses are deemed to be a part of and are incorporated into this Agreement.

14. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person or entity not a party hereto.

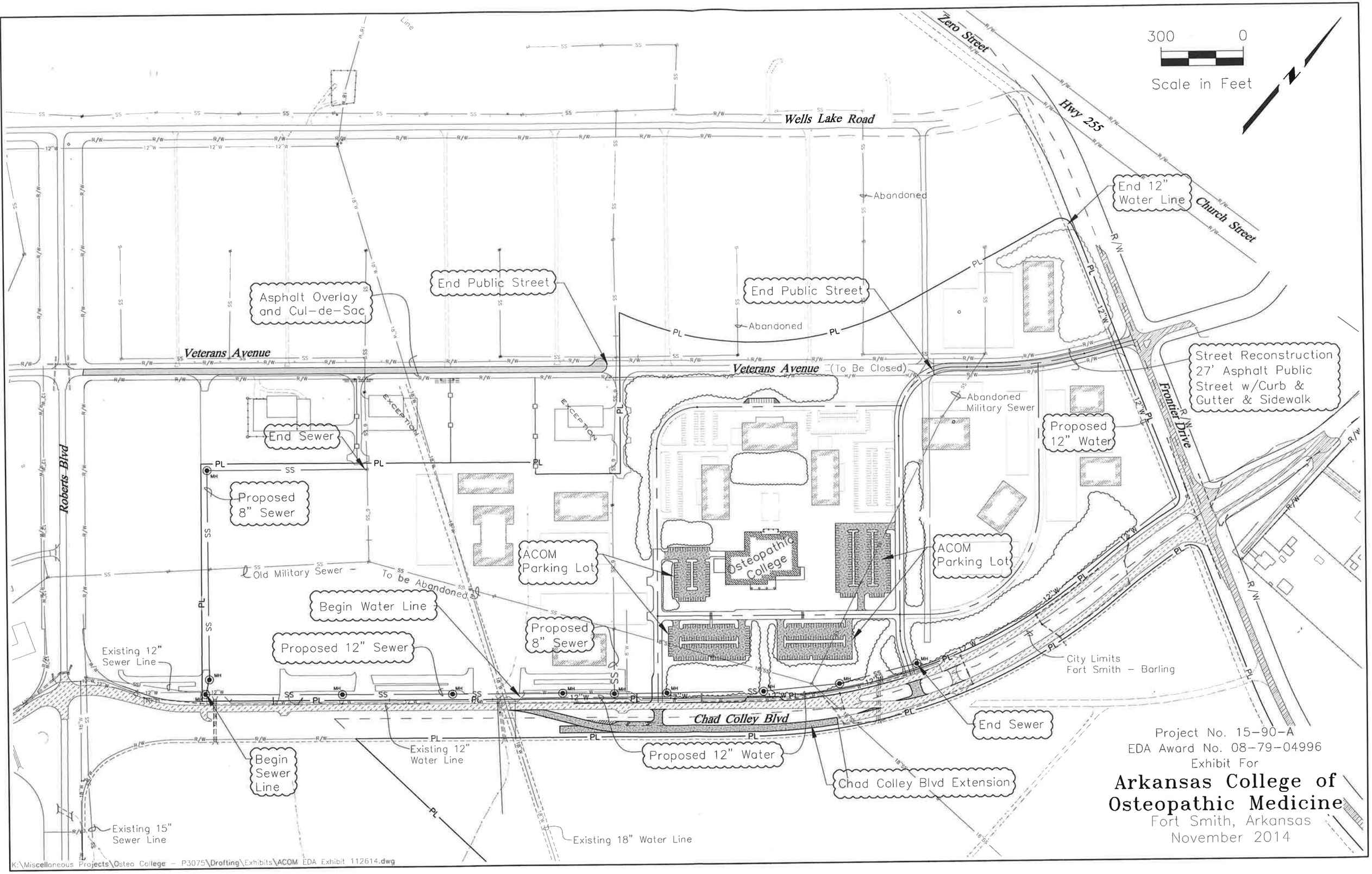
15. The parties agree that should any party seek legal action to enforce the terms and conditions of this Agreement, the prevailing party shall recover its costs and attorneys fees incurred in the legal action.

16. This Agreement may not be assigned by either party to another person or entity without the prior, written approval of the other party.

17. It is mutually understood and specifically agreed that this Agreement is binding upon the respective successors, if any, of the parties hereto.

Executed by the representatives of the parties based on prior authorizing resolutions of governing bodies of the parties on this ___ day of _____, 2014.

CITY OF FORT SMITH, ARKANSAS	THE DEGEN FOUNDATION
By: _____	By: _____
Mayor	Chairman
ATTEST:	ATTEST:
_____	_____
City Clerk	Secretary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Scale in Feet
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Project No. 15-90-A
EDA Award No. 08-79-04996
Exhibit For
Arkansas College of Osteopathic Medicine
Fort Smith, Arkansas
November 2014
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FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT made and entered into at Fort Smith, Arkansas, on this _____day December 2014 by and between The Degen Foundation, a Nonprofit Corporation of the State of Arkansas, (Developer) and _____ _____ (Financial Institution) for the use and benefit of the City of Fort Smith, Arkansas.

WHEREAS, the City of Fort Smith and The Degen Foundation have entered into an Agreement for Construction of Improvements to Public Street, Water and Sanitary Sewer Facilities and for Development and Construction of Private Parking Facilities (the "Agreement"), a copy of which is attached hereto; and,

WHEREAS, The Degen Foundation has the obligation of providing up to $359,000 to pay for the engineering design, construction and engineering inspection of improvements to Chad Colley Boulevard ("Chad Colley Boulevard Improvements") and parking lot facilities on Degen owned property ("Private Parking Facilities") as needed to supplement the funds provided by a $1,200,000 investment grant obtained by the City of Fort Smith from the Economic Development Administration ("EDA") of the United States Department of Commerce; and,

WHEREAS, Degen and the financial institution are willing to enter into this undertaking that they will meet the financial requirements of Degen in the Agreement up to an amount of $359,000;

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties, it is agreed as follows:

1. The Financial Institution irrevocably binds itself, its successors and assigns, as follows: The Developer now has, and will be required to maintain, on deposit with the Financial Institution, or the Financial Institution agrees to make available to Developer, cash funds equal to the sum of $359,000.

2. If the Developer fails to advance to the City of Fort Smith funding required by the Agreement, the Financial Institution and the Developer agree that the duly authorized officials of the City of Fort Smith may, at their sole election and without the necessity of action by the Developer, withdraw and use sums in such account up to 100% of the $359,000 sum as is necessary for the purpose of satisfying the obligations of the Developer under the Agreement. The remaining balance and any interest accruing on such account shall remain the property of the Developer. If it becomes necessary for the City to obtain funds from the account for the purposes of the Agreement, the obligation for funds withdrawn and used by the City remains with the Developer and the City of Fort Smith will incur no obligation to the Financial Institution or the Developer for the use of such funds.

3. This agreement shall remain in effect until released by the City by written acceptance of the Chad Colley Boulevard Improvements and the Private Parking Facilities or by otherwise expressly releasing the agreement in writing.

4. The purpose of this Agreement is to guarantee the obligations of Degen under the Agreement up to the sum of $359,000.

FINANCIAL INSTITUTION

_____

By: _____

ATTEST:

_____

DEVELOPER

_____

By: _____

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF AERIAL AND UNDERGROUND ELECTRIC EASEMENTS IN FAVOR OF OKLAHOMA GAS AND ELECTRIC COMPANY

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, SITTING AS THE BOARD OF THE LEVEE IMPROVEMENT DISTRICT NO. 1 OF THE CITY OF FORT SMITH, THAT:

Section 1: The attached Easement providing aerial and underground electric utility easements in favor of Oklahoma Gas and Electric Company for the purpose of providing electrical supply to the "P" Street Pumping Station is hereby approved including the extension to OG&E of indemnity protection against any future loss, judgment, damage(s) or expense which might be incurred by OG&E by reason of a defect in or failure of title to the levee property subject to the electric easements.

Section 2: The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the attached Easement.

THIS RESOLUTION ADOPTED THIS ____ DAY OF December, 2014

APPROVED:

_____

ATTEST:

_____

Approved as to form:

_____
City Attorney
No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering

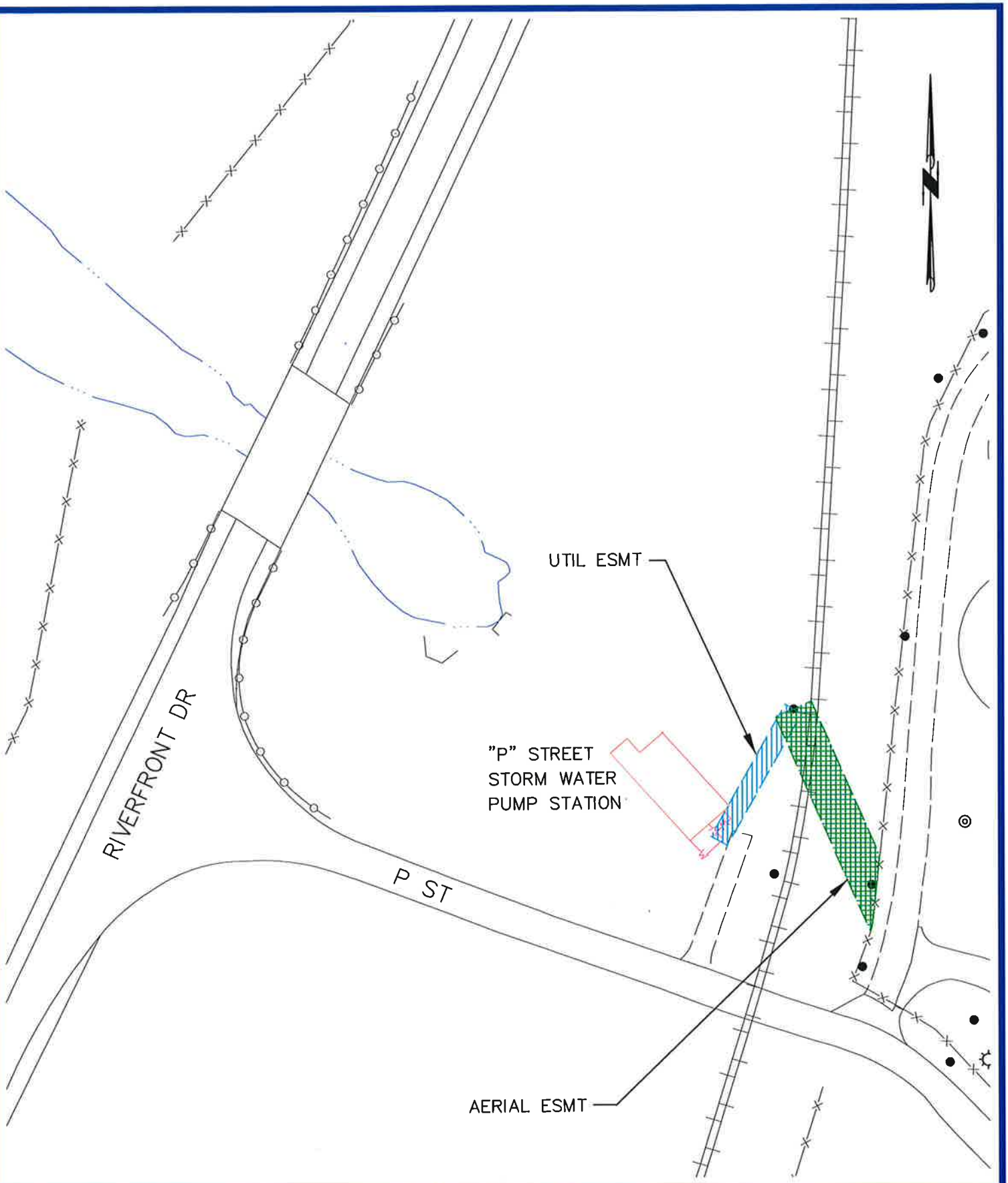
DATE: December 8, 2014

SUBJECT: Electric Utility Easement with OG&E
"P" Street Storm Water Pump Station

OG&E provides electric service for the "P" Street Storm Water Pump Station. During the construction of the pump station improvements, it was determined that an easement is required for the new service line and transformer being provided by OG&E. An exhibit showing the location of the pump station and the required easement is enclosed.

Attached is a resolution which authorizes the Mayor to sign the easement on the behalf of the City of Fort Smith. I recommend approval of the attached resolution.

Enclosures



G:\DRAWINGS\CIP\12-06-F P & J Street Pump Station Rehabs\ VicMap.DWG 12/04/14-10:19 RBR Layout1

P&J STREET PUMP STATION REHAB
FORT SMITH, ARKANSAS

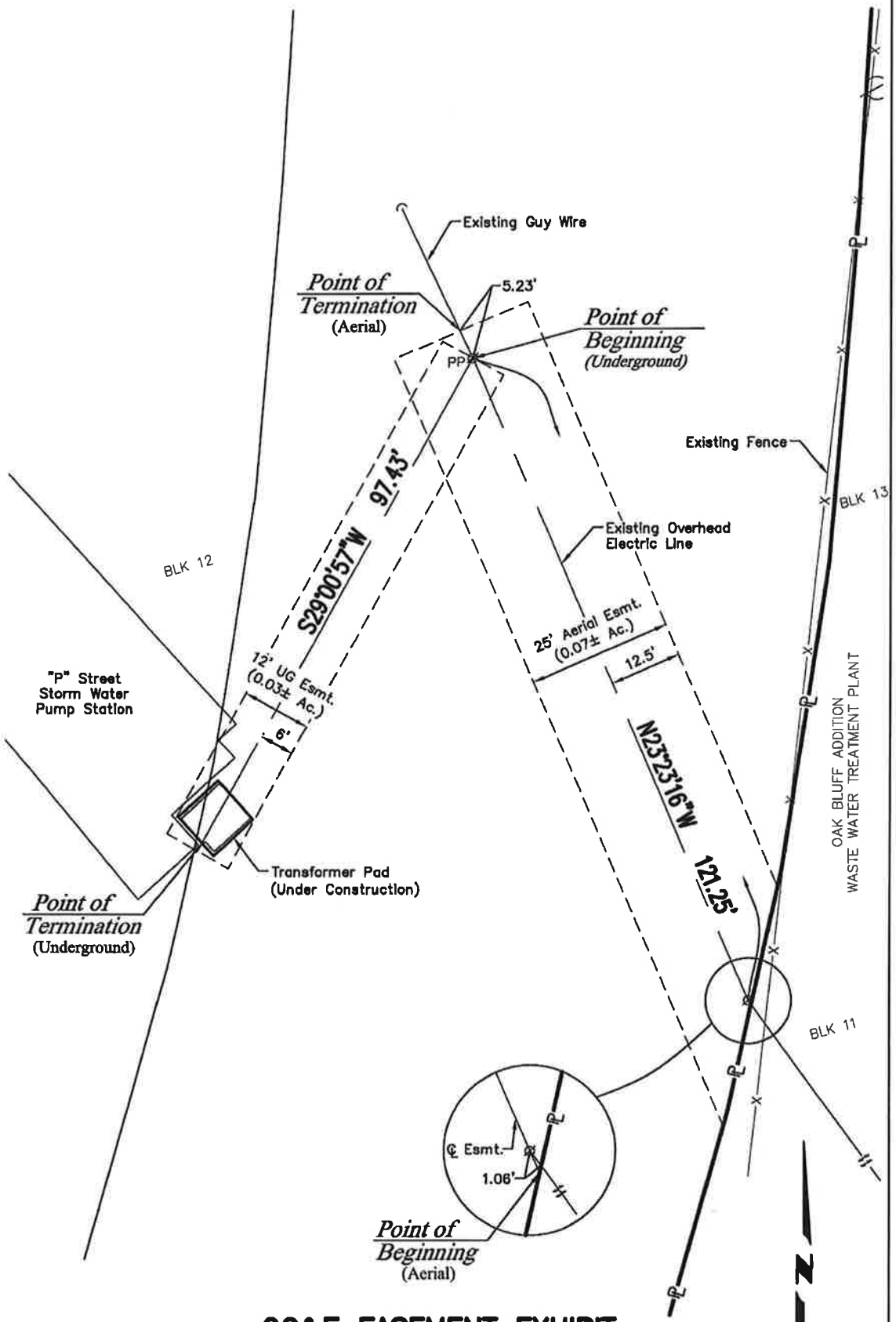
The City of Fort Smith ARKANSAS

Project:	12-06-F
Date:	DECEMBER 2014
Scale:	NONE
Drawn By:	RBR

MICKLE–WAGNER–COLEMAN, INC.
Engineers Consultants Surveyors

Exhibit "A"

3434 Country Club Avenue
P.O. Box 1507
Fort Smith, Arkansas 72902



OG&E EASEMENT EXHIBIT
"P" STREET STORM WATER PUMP STATION

Scale 1" = 20'

Part of the N1/2 of the SW1/4, Section 4-8N-32W & Part of Oak Bluff Subdivision

11/21/14

THIS INSTRUMENT WAS PREPARED BY:
LAND MANAGEMENT
AFTER RECORDING RETURN TO SAME@:
OG&E ELECTRIC SERVICES
ATTN: RIGHTOFWAYDEPT. -M/C AF90
7200 HIGHWAY 45
FORT SMITH, ARKANSAS 72916

W.O. 7331758

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **THE LEVEE IMPROVEMENT DISTRICT NO. 1 BY THE CITY OF FORT SMITH** ("Grantor"), in consideration of Ten or more dollars, in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and convey unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, ("Grantee"), its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate and maintain and construct or reconstruct underground and/or above ground a system of system of poles, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other necessary fixtures for the transmission and distribution of electric current and communication messages, upon, under, over and across the property hereinafter described, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or facilities or their maintenance and operation, with full power and authority to enter upon the premises for said purposes including the right of ingress and egress to and from said system across adjoining lands

The real property covered by this easement is situated in Sebastian (Fort Smith District) County, State of Arkansas, and described as follows:

"P" Street Pump Station OG&E Aerial Esmt.

Part of **Oak Bluff Addition, Fort Smith, Sebastian County, Arkansas as filed for record April 5, 1912, as plat 76, also being part of the North Half of the Southwest Quarter of Section 4, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas**. Said easement being 25 feet wide and lying 12.5 feet on each side of the following described centerline:

Commencing at the southwest corner of said Section 4, said corner being marked with an existing aluminum cap; Thence along the west line of said Section 4, North 03°07’53” East, 1656.60 feet; Thence North 90°00’00” East, 299.48 feet to the **Point of Beginning**; Thence along said centerline the following courses: North 23°23’16” West, 1.06 feet to the center of an existing power pole; North 23°23’16” West, 121.25 feet to the center of an existing power pole; North 23°23’16” West, 5.23 feet to the **Point of Termination**. Containing 0.07 acres, more or less.

“P” Street Pump Station OG&E Underground Esmt.

Part of Oak Bluff Addition, Fort Smith, Sebastian County, Arkansas as filed for record April 5, 1912, as plat 76, also being part of the North Half of the Southwest Quarter of Section 4, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. Said easement being 12 feet wide and lying 6 feet on each side of the following described centerline:

Commencing at the southwest corner of said Section 4, said corner being marked with an existing aluminum cap; Thence along the west line of said Section 4, North 03°07’53” East, 1656.60 feet; Thence North 90°00’00” East, 299.48 feet; Thence North 23°23’16” West, 1.06 feet to the center of an existing power pole; Thence continuing North 23°23’16” West, 121.25 feet to the center of an existing power pole and the **Point of Beginning**; Thence South 29°00’57” West, 97.43 feet to the **Point of Termination**. Containing 0.03 acres, more or less.

The centerline of these easements shall be along the actual route of the line as installed and the overhead easement shall include any additional easement area needed for downguys or anchors.

Grantor further covenants and agrees that no building, fence or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its successors or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of Ark. Code 14-271-101 et seq. (One-call statute}.

Grantor warrants it possesses title sufficient for the granting of the easements described herein. Grantor hereby agrees to hold Grantee harmless from and to indemnify Grantee against any loss, cost, expense, claim, judgment or damage(s) which Grantee may incur in the future resulting from any defect in or failure of Grantor’s title to the subject property.

Grantor hereby consents to permit Grantee to trim or remove trees and foliage on Grantor's property immediately adjacent to the easement granted herein should Grantee consider such trees or vegetation an impediment or possible impediment to the rendering of safe and reliable electric service, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted shall continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should Grantee

remove its facilities from the premises and abandon the right-of-way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____day of _____, 2014.

ATTEST:

THE LEVEE IMPROVEMENT DISTRICT NO. 1
BY THE CITY OF FORT SMITH,
ARKANSAS

_____

BY:

_____

Mayor

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF SEBASTIAN

Before me, the undersigned, a Notary Public, in and for Said County and State, on this ____ day of _____ 2014, personally appeared Sandy Sanders to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its MAYOR , and acknowledged to me that he executed the same as his free and voluntary act and deed of such city, for the uses and purposes therein set forth.

My Commission Expires:

_____

_____

Notary Public

(Draft No. _____) R/W File No. 7331758
Form 468 (Rev 7/2003) ARK_OH UG-C2.DOT Atlas Sheet No. RG
Approved I. Chisenhall 11/2014

RESOLUTION NO. _____

A RESOLUTION NAMING THE AQUATIC CENTER AT
BEN GEREN REGIONAL PARK PARROT ISLAND WATERPARK

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

WHEREAS, the Aquatic Center at Ben Geren Regional Park is a joint venture with the City of Fort Smith and Sebastian County and expected to impact the citizens of the City of Fort Smith, Sebastian County and the surrounding areas; and

WHEREAS, American Resort Management LLC has researched and noted that Parrot Island Waterpark is a marketable, family friendly name for said Aquatic Center; and

WHEREAS, timing is of the essence for marketing the facility;

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

Section 1: It is hereby determined that an exceptional situation exists and the City's formal naming process is hereby waived.

Section 2: The Board of Directors concurs with Sebastian County in the naming of the Aquatic Center at Ben Geren Regional Park the Parrot Island Waterpark.

Section 3: The City Administrator is authorized to take all necessary action with reference to appropriate signage to recognize the naming authorized in Section 2 of this Resolution.

This Resolution adopted this _____ day of December, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____npr

Memo

To: Ray Gosack, City Administrator

From: Jeff Dingman, Deputy City Administrator

Date: 12/12/2014

Re: Aquatics Park Management Agreement and Name

Included on the agenda for the Board's December 16 regular meeting are two resolutions concerning the aquatics park facility at Ben Geren Regional Park.

1. **Management Agreement**. A resolution approving a 3-year management agreement with American Resort Management (ARM) to serve as the facility's operations manager, as discussed and recommended by the Board and the Quorum Court at the December 11 joint meeting of the governing bodies. Each governing body will consider similar resolutions at their respective regular meetings on December 16. The management agreement outlines all responsibilities of the City and County as the Owners of the facility, and the responsibilities of ARM as the facility's manager. An operational budget is included as an exhibit to the Management Agreement based on ARM's recommended pricing structure. The admission rates on which the operational budget is based will need to be considered by separate ordinance of the Board, and are not officially part of this resolution. However, the rate structure on which the operational budget is based includes the $15 per person "rack rate" and the various season pass, family pass, and discounted rate days as discussed at the December 11 joint meeting.

2. **Facility Name**. A resolution establishing the name of the facility is included on the agenda. The name recommended by ARM and receiving general support from members of the Board and Quorum Court at the December 11 joint meeting is "Parrot Island Waterpark". This name is unique and offers great recognition and marketing possibilities for our facility. It is imperative to establish the facility's name and identity as soon as possible, so that ARM can begin the marketing campaign necessary to start selling season and family passes as soon as possible.

Both of these items were thoroughly discussed at the December 11 joint meeting, and staff recommends approval of both proposed resolutions. Please contact me with any questions related to these agenda items.

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: December 8, 2014

SUBJECT: Central Business Improvement District

Mr. Bennie Westphal of the Central Business Improvement District has resigned his position July 8th, 2014, this position needs to be filled.

The applicant available at this time is:

Robert Vick 6900 Naples Way

Appointments are **by the Board of Directors,** one appointment is needed. The term will expire September 30th, 2015.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
Administrative Offices FAX (479) 784-2430

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CENTRAL BUSINESS IMPROVEMENT DISTRICT (CBID)

State law provides that persons serving on the CBID shall be owners of real property in the district or officers or stockholders of a corporation owning real property within the district. Eight commissioners are appointed by the Board of Directors for six year terms.

	DATE APPOINTED	TERM EXPIRES
Bennie Westphal 109 North 6 Street (01) 783-2792 (w) 783-1158 (f) bbwest54@hotmail.com	02/05/02	09/30/15
Richard Griffin P.O. Box 2207 (02-2207) 783-5191 (w) fax: 783-8397 gccrbg34@swbell.net	10/07/97	09/30/15
Rodney H. Ghan 3401 Rogers Avenue; Suite A (03) 478-6161 (w) 452-9239 (h) rhghan@rhghan.com	9/18/07	09/30/15
Phil White 2001 Cobbel Hill (03) 648-1225 (w) 452-2928 (h) phil@generalpallets.com	09/18/07	09/30/15
Sam T. Sicard First National Bank P.O. Box 7 (02) 782-2041 (w) 788-4602 (f) samueltsicard@fnbfs.com	01/20/09	09/30/15

Bill Hanna Hanna Oil & Gas 4525 Park Avenue (3) 782-1534 (h) 782-8808 (w) bhanna@hannaoilandgas.com	04/15/08	09/30/19
Jeff H. Pryor Pryor Marketing & Communications P.O. Box 1209 (02) 783-1904 (w) 783-8626 (f) pmc@ipa.net	12/15/09	09/30/19
Steve Clark Owner/Founder Propak 5000 Rogers Avenue (17) 651-5403 (h) 479-478-7800 (w) sclark@propak.com	10/15/13	10/30/19

CITY OF FORT SMITH
Application for City Boards/Commissions/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.

Date: 11-24-14

Name: Robert D Vick

Home Telephone: 479-452-2280

Home Address: 6900 N Apples way

~~Work~~ cell Telephone: 479-629-0854

Zip: 72916

Email: RDVick@cox.net

Occupation: Retired - IS Supervisor/Programmer
(If retired, please indicate former occupation or profession)

Education: 5 years college Texas A&M + U of A

Professional and/or Community Activities: Rescue Mission Board, UW + St Johns Columbarium Committee

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes ✓ No ____

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

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration. _____

Drivers License _____ Date of Birth _____ This information will [redacted] k ground check of all applicant[redacted]

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
(✓) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
( ) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
( ) Parking Authority
( ) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board
( ) Comprehensive Plan Steering Committee

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: December 8th, 2014

SUBJECT: Parking Authority

The term of John Moates of the Parking Authority will expire December 31st, 2014. Mr. Moates does not wish to be reappointed to this board.

The applicant available at this time is:

Eldon Vincent Jr. 1700 Utica Street

Appointments are **by the Board of Directors,** one appointment is needed. The term will expire December 31st, 2019.

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Parking Authority

The Parking Authority is authorized to supervise and control all matters pertaining to the parking of vehicles within the City.

The Parking Authority consist of five members appointed by the Mayor with the approval of the Board of Directors for five year terms. Members shall be qualified electors of the city and cannot hold any elective office of city, county, or state. The Parking Authority meets on call.

	DATE APPOINTED	TERM EXPIRE
John Moates Proprietor 7408 Millennium Drive (16) 221-2083 (w) 926-3122 (h) john@blazenburrito.com	05/20/08	12/31/14
Linda K. Gurlen P.O. Box 180262 (18) 646-8535 (h) 479-424-1152 (w) lgurlen@cox.net	01/23/08	12/31/17
Kyle W. Gilliam 11801 Southcrest Drive (16) 648-2909 (h) 573-1651 (w) kgilliam@arvest.com	03/20/12	12/31/17
Stuart Ghan 4700 South U Street (03) 226-2626 (h) 478-6161 (w)	02/19/13	02/19/18
Tiffany Parker 5201 Hardscrabble Way (01) 459-7018 (h) 782-8313 (w) designeragaintoo@yahoo.com	02/18/14	02/18/19

CITY OF FORT SMITH
Application for City Boards/Commissions/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.

Date: 12 · 3 · 2014

Name: ELDON Vincent JR - SKIP

Home Telephone: 479 646 8092

Home Address: 1700 UTICA ST

Work Telephone: NONE

Zip: 72901

Email: NONE

Occupation: Retired - Police officer - Bailiff
(If retired, please indicate former occupation or profession)

Education: High School

Professional and/or Community Activities: Volunteer 1 Day a week Fort Chaffee Museum

Additional Pertinent Information/References:

Are you a registered voter in the City of Fort Smith? Yes ✓ No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO ✓
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration. AR
Drivers License ✗ Date of Birth
information will be use to conduct a criminal back ground check of all applicants).

I am interested in serving on the (please check):

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals & Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
( ) Housing Assistance Board
( ) Housing Authority
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
( ) Outside Agency Review Panel
(✓) Parking Authority
( ) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board
( ) Comprehensive Plan Steering Committee