

Mayor – Sandy Sanders

Acting City Administrator – Jeff Dingman

City Clerk – Sherri Gard

**Board of Directors**

Ward 1 – Keith D. Lau

Ward 2 – Andre’ Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Tracy Pennartz

At Large Position 6 – Kevin Settle

At Large Position 7 – Don Hutchings

**AGENDA**  
**Fort Smith Board of Directors**  
**STUDY SESSION**  
**November 10, 2015 ~ 12:00 Noon**  
**University of Arkansas Fort Smith**  
**Smith-Pendergraft Campus Center, Room 129**  
**5200 Grand Avenue**

**CALL TO ORDER**

1. Review regularly scheduled meetings of the Board of Directors for 2016
2. Report by Beautify Fort Smith regarding 2015 activities and plans for 2016
3. Review sanitation landfill disposal rates
4. Discussion regarding waiver of permit and service fees ~ *Associated ordinance tabled at the September 15, 2015 regular meeting ~*
5. Review preliminary agenda for the November 17, 2015 regular meeting

**ADJOURN**

**From:** Gard, Sherri [sgard=FortSmithAR.gov@mail55.atl111.rsgsv.net] on behalf of Gard, Sherri [sgard@FortSmithAR.gov]  
**Sent:** Friday, November 06, 2015 4:36 PM  
**To:** City Clerk Email Group  
**Subject:** MEDIA RELEASE: November 10, 2015 Study Session to be held at University of Arkansas Fort Smith

**MEDIA RELEASE  
November 6, 2015**

The City of Fort Smith Board of Directors study session scheduled for 12:00 Noon, Tuesday, November 10, 2015 will be held at the **University of Arkansas Fort Smith, Smith-Pendergraft Campus Center, Room 129, 5200 Grand Avenue.**

For agenda information, please contact the City Clerk's Office at 784-2208. Once finalized, the agenda will be posted on the city website, [www.fortsmithar.gov](http://www.fortsmithar.gov).

***Sherri Gard, CMC  
City Clerk  
City of Fort Smith, Arkansas  
479-784-2207 (phone)  
479-784-2256 (fax)***

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City of Fort Smith · 623 Garrison Ave · Fort Smith, Arkansas 72901 · USA

## MEMORANDUM

To: Jeff Dingman, Acting City Administrator  
From: Sherri Gard, City Clerk  
Date: November 6, 2015  
Re: 2016 Board Meeting Schedule

Attached is a 2016 calendar that identifies all regularly scheduled meetings (*regular meetings and study sessions*) of the Board of Directors. City recognized holidays in which City offices will be closed are also identified. There are no holidays that conflict with regular meetings or study sessions in 2016.

The year 2016 contains four (4) five-Tuesday months, i.e. March, May, August and November. The Board typically does not hold a study session on a fifth Tuesday; however, such dates are identified on the attached calendar as “TENTATIVE” in the event a study session is requested. The library community room is reserved on said dates, with the exception of April 26 and August 30. Said dates are when the Friends of the Library has scheduled their semi-annual book sale in 2016; therefore, alternate locations will be determined for these study sessions.

In 2015, the Board selected multiple weeks in which no meeting would be held, i.e. the week of spring break, the last weeks in March, May, June, September and December, and the week of the Thanksgiving and Christmas holidays. Such was to allow members of the Board to plan vacations without having to be absent for a scheduled meeting. No formal Board action is required to cancel or reschedule study sessions. For your convenience, spring break (*March 21 - 25, 2016*) is also noted on the attached calendar.

Each year, the Board must adopt an ordinance setting the date, time and location of regular meetings for the upcoming year. If the Board desires to select alternate regular meeting dates in 2016, such will need to be specifically identified in the annual ordinance, which is scheduled for consideration at the December 1, 2015 regular meeting.

Brainstorming meetings are held quarterly and scheduled for the last Monday evening of the month beginning in February 2016, i.e. February, May, August and last Monday of October. Such are also identified on the attached calendar. There is a conflict in May whereby such falls on Memorial Day (*Monday, May 30*). Due to such, the meeting has been tentatively placed on the preceding week, (*Monday, May 23*); however, the Board may opt to select another date.

Budget hearings are also held on two (2) evenings in mid-November; therefore, as in 2015, the Board may opt to schedule the budget hearing dates for 2016.

Other planned meetings are the ward neighborhood meetings, i.e. January (Ward 1), April (Ward 2), July (Ward 3) and October (Ward 4). Exact dates are determined in consultation with the ward director and availability of meeting venues.

If you have any questions, please let me know.

# 2016 BOARD MEETING CALENDAR

November 10, 2015 Study Session

~ January 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes: WARD 1 NEIGHBORHOOD MEETING					1 ~ CLOSED ~ NEW YEAR'S DAY	2
3	4	5 REGULAR MEETING	6	7	8	9
10	11	12 STUDY SESSION	13	14	15	16
17	18 ~ CLOSED ~ MARTIN L. KING, JR. DAY	19 REGULAR MEETING	20	21	22	23
24	25	26 STUDY SESSION	27	28	29	30
31	Notes:					

~ February 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2 REGULAR MEETING	3	4	5	6
7	8	9 STUDY SESSION	10	11	12	13
14	15	16 REGULAR MEETING	17	18	19	20
21	22	23 STUDY SESSION	24	25	26	27
28	29 BRAINSTORM MEETING	Notes:				

~ March 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes:		1 REGULAR MEETING	2	3	4	5
6	7	8 STUDY SESSION	9	10	11	12
13	14	15 REGULAR MEETING	16	17	18	19
20	21	22 STUDY SESSION	23	24	25 ~ CLOSED ~ GOOD FRIDAY	26
27	28	29 STUDY SESSION ~ TENTATIVE ~	~ SPRING BREAK ~			

~ April 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes: WARD 2 NEIGHBORHOOD MEETING					1	2
3	4	5 REGULAR MEETING	6	7	8	9
10	11	12 STUDY SESSION	13	14	15	16
17	18	19 REGULAR MEETING	20	21	22	23
24	25	26 STUDY SESSION	27	28	29	30

~ May 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3 REGULAR MEETING	4	5	6	7
8	9	10 STUDY SESSION	~ CANDIDATE FILING PERIOD - WARD DIRECTORS ~			
15	16	17 REGULAR MEETING	18	19	20	21
~ CANDIDATE FILING PERIOD - WARD DIRECTORS ~						
22	23 BRAINSTORM MEETING	24 STUDY SESSION	25	26	27	28
~ CANDIDATE FILING PERIOD - WARD DIRECTORS ~						
29	30 ~ CLOSED ~ MEMORIAL DAY	31 STUDY SESSION ~ TENTATIVE ~	Notes:			

~ June 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes:			1	2	3	4
5	6	7 REGULAR MEETING	8	9	10	11
12	13	14 STUDY SESSION	15	16	17	18
19	20	21 REGULAR MEETING	22	23	24	25
26	27	28 STUDY SESSION	29	30	Notes:	

~ July 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes: WARD 3 NEIGHBORHOOD MEETING					1	2
3	4 ~ CLOSED ~ INDEPENDENCE DAY	5 REGULAR MEETING	6	7	8	9
10	11	12 STUDY SESSION	13	14	15	16
17	18	19 REGULAR MEETING	20	21	22	23
24	25	26 STUDY SESSION	27	28	29	30
31	Notes:					

~ August 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2 REGULAR MEETING	3	4	5	6
7	8	9 STUDY SESSION PRIMARY ELECTION	10	11	12	13
14	15	16 REGULAR MEETING	17	18	19	20
21	22	23 STUDY SESSION	24	25	26	27
28	29 BRAINSTORM MEETING	30 STUDY SESSION ~ TENTATIVE ~	31	Notes:		

~ September 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes:				1	2	3
4	5 ~ CLOSED ~ LABOR DAY	6 REGULAR MEETING	7	8	9	10
11	12	13 STUDY SESSION	14	15	16	17
18	19	20 REGULAR MEETING	21	22	23	24
25	26	27 STUDY SESSION	28	29	30	

~ October 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes: WARD 4 NEIGHBORHOOD MEETING						1
2	3	4 REGULAR MEETING	5	6	7	8
9	10	11 STUDY SESSION	12	13	14	15
16	17	18 REGULAR MEETING	19	20	21	22
23	24	25 STUDY SESSION	26	27	28	29
30	31 BRAINSTORM MEETING	Notes:				

~ November 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes: BUDGET HEARINGS		1 REGULAR MEETING	2	3	4	5
6	7	8 STUDY SESSION GENERAL ELECTION	9	10	11 ~ CLOSED ~ VETERANS DAY	12
13	14	15 REGULAR MEETING	16	17	18	19
20	21	22 STUDY SESSION	23	24 ~ CLOSED ~ THANKSGIVING	25 ~ CLOSED ~ THANKSGIVING	26
27	28	29 STUDY SESSION ~ TENTATIVE ~	30	Notes:		

~ December 2016 ~						
SUN	MON	TUES	WED	THUR	FRI	SAT
Notes:				1	2	3
4	5	6 REGULAR MEETING	7	8	9	10
11	12	13 STUDY SESSION	14	15	16	17
18	19	20 REGULAR MEETING	21	22	23 ~ CLOSED ~ CHRISTMAS	24
25	26 ~ CLOSED ~ CHRISTMAS	27 STUDY SESSION	28	29	30	31

# Memo



To: Honorable Mayor & Members of the Board of Directors  
From: Jeff Dingman, Acting City Administrator  
Date: 11/6/2015  
Re: Beautify Fort Smith report

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The City of Fort Smith approved an agreement with Beautify Fort Smith for the calendar year 2015 for the provision of beautification services on public property. Ordinance No. 75-14 & the related agreement is attached. The agreement specified \$50,000 (from the Sanitation Fund) for use in accomplishing these projects. The agreement was for a term of one year, and its renewal for 2016 is up for the Board's consideration.

Representatives of Beautify Fort Smith will be present at the November 10 study session to update the Board on their 2015 activities, and to report on their plans and opportunities for 2016. They have also presented two proposed budget requests for 2016, one for the \$50,000 level and one for \$70,000, both of which are attached. The proposals indicate specifically what they plan to do with such funds.

Beautify Fort Smith has been able to use donations of goods and services to make certain improvements, particularly in the appearance and maintenance of the I-540 interchanges at Rogers Avenue, Phoenix Avenue/Highway 45, and Jenny Lind Road. The funds received from the City have been, and will continue to be, necessary in paying for the ongoing maintenance of such improvements.

The proposed FY2016 presented to the Board on November 3 does anticipate renewal of this agreement and includes \$50,000 for this purpose from the Department of Sanitation operating funds. At the Board's direction, an agreement with Beautify Fort Smith for 2016 will be placed on the November 17 agenda for approval.

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

ORDINANCE NO. 75-14

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 16<sup>th</sup> day of December, 2014.

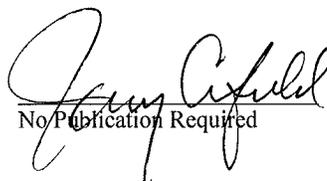
APPROVED:

  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM

  
No Publication Required

*Ord. 75-14*

AGREEMENT

THIS AGREEMENT made and entered into this 16<sup>th</sup> 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 be 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. 75-14 adopted on December 16<sup>th</sup>, 2014.

13. This Agreement shall have a term of one (1) year commencing on January 1, 2015.

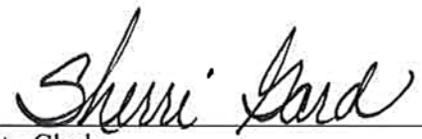
14. This Agreement is executed on behalf of Beautify Fort Smith by its authorized representative set forth below who represents that he or she has full legal authority to bind Beautify Fort Smith.

IN WITNESS WHEREOF, the parties have set their hands and seals this 16<sup>th</sup> day of December, 2014.

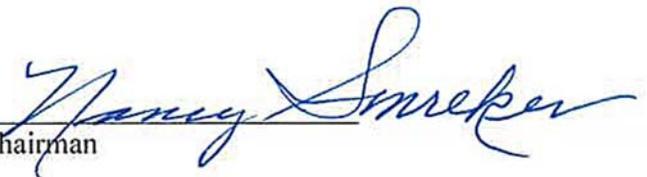
City of Fort Smith, Arkansas

By:   
Sandy Sanders, Mayor

Attest:

  
City Clerk

Beautify Fort Smith

By:   
Chairman

Beautify Fort Smith Budget Summary 2016

Description	Amount Requested
Old Greenwood Interchange maintenance to include mowing, trimming, and litter removal two times per month during the eight month growing season and monthly litter removal for 12 months	\$14,596.75
Old Jenny Lind Interchange maintenance to include mowing, trimming, and litter removal two times per month during the eight month growing season and monthly litter removal for 12 months	13,554.13
Grand Avenue Interchange maintenance to include mowing, trimming, and litter removal two times per month during the eight month growing season and monthly litter removal for 12 months	16,622.50
Free Ferry and I540 Overpass maintenance to include mowing, trimming, and litter removal two times per month during the eight month growing season and monthly litter removal for 12 months	2,490.90
RE-do landscape triangle at Midland Blvd	1,000.00
Watering newly planted pine trees on Old Greenwood	500.00
Keep America Beautiful annual dues	300.00
Keep America Beautiful Administrative Fees	935.72
<b>Total Request</b>	<b>\$50,000.00</b>

Beautify Fort Smith Budget Summary 2016

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
Old Jenny Lind 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
Grand Avenue 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	16,622.50
Highway 71 South 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	14,202.50
Midland Boulevard <u>North end</u> at the light at intersection of Midland and Riverfront Drive (Clayton Expressway) Mowing, trimming, and litter removal two (2) times per month during the eight (8) month growing season and monthly litter removal for 12 months	3,736.35
Free Ferry and I540 Overpass 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	2,490.90
Re-do Landscape triangle at Midland Blvd.	1,000.00
Re-do Landscape triangle Free Ferry/So. 64 <sup>th</sup>	1,000.00
Watering newly planted pine trees on Old Greenwood	1,000.00
Keep America Beautiful annual dues	300.00
City Wide Litter Cleanup	200.00
Keep America Beautiful Administrative fees	1,000.00
Landscape maintenance expenses	296.87
Total Request	\$ 70,000.00



3.

## MEMORANDUM

November 6, 2015

To: Jeff Dingman, Acting City Administrator  
From: T. Baridi Nkokheli, Director  
Subject: Landfill Rate Comparison

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The Fort Smith Regional Sanitary Landfill is the largest permitted facility in the river valley with 555 permitted acres for disposal. It is the largest municipally owned landfill in the state of Arkansas in total and permitted area. The landfill accepts waste from five (5) counties in Arkansas and two (2) counties in Oklahoma which encompass over 148,000 residential households, including the City of Fort Smith, totaling over 400,000 citizens not including multiple commercial and industrial businesses. The landfill accepts approximately 250,000 tons of refuse per year.

In 2007, the landfill disposal rate was raised from \$33.87 per ton to \$34.43 per ton. The rate includes a state tax of \$2.50 per ton and the Sebastian County Regional Solid Waste Management District fee of \$1.70 per ton. The Fort Smith Regional Sanitary Landfill only retains \$27.17 per ton for funding of the overall operations. All third party haulers are charged this amount no matter if they are private or public, hauling commercial, industrial or residential waste.

Within the state of Arkansas, landfills of similar size, capacity and complexity are privately owned by Waste Management of Arkansas, Inc. The Echo Vista Landfill, serving Northwest AR, located in Tontitown, charges a retail price of approximately \$54 per ton at the gate but this does not reflect the internal wholesale charge to its own company. The Two Pines Landfill, services Little Rock, North Little Rock and the surrounding areas, with a retail price of approximately \$51 per ton with a two ton minimum.

The pricing comparison between the privately owned landfill and the Fort Smith Regional Sanitary Landfill shows a stark disparity in price marketing and fund generation. Within the City's own boundaries, private haulers charge local businesses to collect and dispose of waste into the Fort Smith Regional Sanitary Landfill.

Within the six (6) counties that are contiguous with Sebastian County, multiple private haulers are hired to collect, transport and dispose of all solid waste generated within those areas. These haulers have been allowed to haul the waste then dispose of it in the landfill at wholesale gate prices. Considering that these areas do not own or operate landfills therefore, not incurring any cost of supporting those types of operations, the mere fact that the City allows this extended generation of waste to be disposed of in its landfill at wholesale cost has placed an undue burden on the City's ability to maintain and finance its overall operations onto the citizens of Fort Smith because they are supplementing for that type of infrastructure.

This arrangement has become unsustainable to cover past, current and future costs. Because the citizens of Fort Smith have paid and own this landfill and the fact that the landfill will serve the citizens of Fort Smith in the coming decades, the mere fact that outside users are reaping the benefits and cost benefit of disposing waste here without paying the price for that advantage leaves the citizens having to supplement and subsidize the other six (6) counties.

Department staff is asking that the Board of Directors consider the prospect of increasing the gate rate to reflect the retail market rate charged in the northwest and eastern portions of the state.

Please contact me should you have any questions or would like additional information regarding this information.

A handwritten signature in black ink, appearing to be the initials 'NK'.

# Memo



**To:** Honorable Mayor & Members of the Board of Directors  
**From:** Jeff Dingman, Acting City Administrator  
**Date:** 11/6/2015  
**Re:** Discussion regarding waiver of permit & service fees

At the September 15 regular meeting, the Board of Directors tabled an ordinance declaring a temporary moratorium on the receipt and consideration of requests to waive fees for city services. The City Clerk's notes on the action specify that the Board tabled the ordinance "for 3 months to allow staff to create and present criteria/matrix for consideration of fee waivers with the provision that such be included in the 2016 Budget." This item is presented for the Board's general discussion at the November 10 study session.

Staff has approached the FY2016 budget preparation carefully with regard to all revenues, including those from permits and fees for service. The Municipal Code provides for permit and service fees that are relied upon by administration, finance, and the various departments as the budget is prepared. As you are aware, the City has not adopted a budget that met its own stated financial policies, in particular the projection of a 15% fund balance for the General Fund, for at least the past several years.

Many of the permit fees that might be considered for waiver are direct General Fund revenues. In particular, the specific request that gave rise to this discussion was a request for the waiver of a building permit and inspection fees for a new commercial structure. The permit fees from such activities are a revenue to the General Fund. Furthermore, the city incurs expenses in the form of labor when conducting the various building and systems inspections that are required. Those expenses must be recovered from the inspection fees. Other typical fee waiver requests come in the form of special events, where event organizers might request a waiver of an event permit fee, a venue rental fee, or sanitation service charges. Again, while the amount of these fees vary from one event to the next, the revenues from such fees or service charges are provided for in the Municipal Code and are important to the city's overall financial performance.

As the Municipal Code requires such fees be paid, any decision to the contrary must be approved by ordinance of the Board of Directors. Creating a matrix of sorts whereby the Board might consider authorizing waivers of fees or service charges should start with whether the city is operating within its stated financial policies for overall financial performance.

If or when that initial criterion is met, the benefit to the city of such a waiver either becomes a matrix-led determination that objectively indicates a waiver should be given to all such qualified applicants, or it becomes a subjective decision of the Board based on the variables of the specific project or event and its benefit to the city. Either avenue has the potential to produce an undesirable, or even unequitable, outcome.

Staff recommends adherence to the Municipal Code on matters related to fees for city permits and services. Such fees are clearly defined in the Code, and are a reasonable cost of doing business, hosting events, and developing property. The Board's consensus on this point would render a moratorium ordinance unnecessary.

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