



Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Steve Tyler

Ward 2 – Andre’ Good

Ward 3 – Don Hutchings

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

June 5, 2012 ~ 6:00 P.M.

Fort Smith Public Schools Service Center

3205 Jenny Lind Road

THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT ACCESS CHANNEL 6

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 MAY 15, 2012 REGULAR MEETING

ITEMS OF BUSINESS:

1. Ordinance rezoning identified property and amending the zoning map (*from Residential Multi-Family High Density (RM-4) and Residential Single Family Duplex Low/Medium Density (RSD-2) to Transitional (T) by classification at 1915 South 74th Street and 7811 Euper Lane*)
2. Ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith *~June 2012 amendments ~*
3. Ordinance ordering the owners of certain dilapidated and substandard structures to demolish same, authorizing the City Administrator to cause the demolition of such structures to occur and for other purposes (*1426 Phoenix Avenue - Burnt residential structure only and 609 - 611 South 17th Street*)

4. Resolution directing staff to continue manual collection of the residential solid waste from the alleyways of specific neighborhoods; and for other purposes
~Merry/Tyler placed on agenda at the May 29, 2012 study session ~
5. Items regarding River Valley Sports Complex at Chaffee Crossing:
 - A. Ordinance appropriating funds for 8-field softball tournament complex at Chaffee Crossing
 - B. Resolution directing the City Administrator to sign and submit an application to the Assistant Secretary of Defense - Reserve Affairs for the Arkansas Army National Guard to perform clearing, grading and earth work for a softball complex at Chaffee Crossing *~Weber/Merry placed on agenda at the May 29, 2012 study session ~*
6. Consent
 - A. Ordinance authorizing the Mayor to execute an agreement with the Fort Smith Tigers Softball Program (*\$1,919.96 / Mayor / Not Budgeted - 4100 - 219*)
 - B. Ordinance to abandon a public utility easement located in 7110 Group Addition, an addition to the City of Fort Smith, Sebastian County, Arkansas
 - C. Resolution authorizing a time extension and assessing liquidated damages for the construction of Street Overlays/Reconstruction Project No. 11-03-A
 - D. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays/Reconstruction Project No. 11-03-A (*\$19,116.56 / Engineering Department / Budgeted - Sales Tax Program Fund*)
 - E. Resolution authorizing an amendment to the engineering services agreement for the design of Jenny Lind Road and Ingersoll Avenue Project No. 07-01-A, AHTD Job No. 040471 (*\$2,582.39 / Engineering Department / Budgeted - Sales Tax Program Fund*)

- F. Resolution authorizing an amendment to the engineering services agreement for the design of the Arkansas River Levee Repair, Project No. 06-06-A (\$35,515.00 / *Engineering Department / Budgeted - Sales Tax Program Fund*)
- G. Resolution authorizing an agreement with the Lutheran Duval Neighborhood Association, Inc. to maintain a neighborhood park at 623 North 13th Street
- H. Resolution authorizing the Mayor to execute an agreement with Windstream Communications, Inc. for use of the city rights-of-way to provide fiber-optic services within the corporate limits of the City of Fort Smith, Arkansas; and for other purposes
- I. Resolution authorizing the execution of a memorandum of understanding between the City of Fort Smith, Arkansas and Sebastian County, Arkansas regarding the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
- J. Resolution approving an architectural services agreement with Guest Reddict Architects for architectural services related to the design and construction of Fire Station No. 11 and a public access street at 8900 Massard Road (\$170,500.00 / *Fire Department / Budgeted - 2012 Sales Tax Bonds*)
- K. Resolution authorizing acquisition of real property interests for the Sunnymede Basin Neighborhood and Ramsey Tributary Sewer Improvements (\$3,857.90 / *Utility Department / Budgeted -2009 Sales Tax Bonds*)
- L. Resolution authorizing acquisition of real property interests for the Zero Street Neighborhood Improvements (\$43.75 / *Utility Department / Budgeted - 2012 Sales Tax Bonds*)
- M. Resolution authorizing the Mayor to execute an agreement and Authorization No. 1 with Hawkins-Weir Engineering, Inc. for the design of the Mill Creek Interceptor Improvements – Phase I (\$200,000.00 / *Utility Department / Budgeted - 2012 Sales Tax Bonds*)

- N. Resolution accepting the project as complete and authorizing final payment to Branco Enterprises, Inc. for construction of the Phase II "P" Street Wastewater Treatment Plant Wet Weather Improvements - Schedule 2 (\$116,754.00 / Utility Department / Budgeted - 2009 Sales Tax Bonds)
- O. Resolution accepting the project as complete and authorizing final payment to M. Phillips Construction, Inc. for the Sunnymede Basin Neighborhood Sewer Improvements - Phase I (\$290,036.18 / Utility Department / Budgeted - 2009 Sales Tax Bonds)
- P. Resolution accepting the project as complete and authorizing final payment to Goodwin & Goodwin, Inc. for construction of the Lift Station 7 & 14 Replacement/Consolidation (\$92,110.28 / Utility Department / Budgeted - 2008 Revenue Bonds)

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- A. Mayor
- B. Directors
- C. City Administrator

ADJOURN

ORDINANCE NO. _____

AN ORDINANCE REZONING IDENTIFIED PROPERTY AND AMENDING THE ZONING MAP

WHEREAS, the City Planning Commission has heretofore held a public hearing upon request No. 8-5-12 to rezone certain properties hereinafter described, and, having considered said request, recommended on May 8, 2012, that said change be made;

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

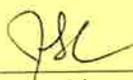
SECTION 1: That the following properties to-wit:

Part of Government Lot 2 of the Northwest Quarter (NW/4) of Section 19, Township 8 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at an existing iron pin at the Southeast corner of said Government Lot 2; thence along the South line of said Government Lot 2 N 87°50'14", 1804.13 feet to a set P/K nail in the intersection of Euper Lane and S. 74th Street being the Southwest corner of said Government Lot 2; thence N 02°50'47"E, 300.00 feet along the West line of said Government Lot 2 to an existing iron pin; thence S 87°50'30"E, 216.30 feet; thence N 46°12'29" E, 145.36 feet to an existing iron pin; thence N 02°49'40"E, 324.00 feet to an existing iron pin; thence S 87°50'20" E, 1480.12 feet to a set iron pin on the East line of said Government Lot 2; thence along said East line S 02°13'01" W, 728.50 feet to the point of beginning, containing 27.12 acres more or less, being subject to public road rights of way and any easements of record.

more commonly known as 1915 South 74th Street and 7811 Euper Lane, should be, and is hereby rezoned from Residential Multifamily High Density (RM-4) and Residential Single Family Duplex Low/Medium Density (RSD-2) to Transitional (T) by Classification.

Approved as to Form:



City Attorney
Published 1 time

The zoning map of the City of Fort Smith is hereby amended to reflect said rezoning.

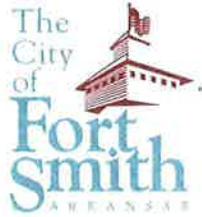
PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk



May 21, 2012

Honorable Mayor and Board of Directors
City of Fort Smith, Arkansas

Re: Rezoning #8-5-12; A request by Kent Blochberger, agent for Methodist Nurshing Home of Fort Smith, Inc. and Methodist Village, Inc. for a zone change from Residential Multifamily High Density (RM-4) and Residential Single Family Duplex Low/Medium Density (RSD-2) to Transitional (T) by Classification located at 1915 South 74th Street and 7811 Euper Lane.

On May 8, 2012, the City Planning Commission held a public hearing to consider the above rezoning request.

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is for a corrective rezoning. Ms. Rice stated that the existing uses on this site include retirement housing and a nursing home facility and currently the existing nursing home is a nonconforming land uses. Ms. Rice noted that the requested Transitional zone is a corrective rezoning which would allow the nursing home facility to become a conforming use even though any future expansions of the nursing home facility would require an approved conditional use permit.

Ms. Rice stated that a neighborhood meeting was held on April 30, 2012, at 6:00 p.m. on the property located at the site with several property owners attending the meeting and had their questions answered.

Mr. Kent Blochberger was present to speak on behalf of this request.

No one was present to speak in opposition to this request.

Chairman Griffin then called for the vote on the rezoning request. The vote was 8 in favor and 0 opposed.

A copy of the draft minutes and staff report to the Planning Commission is enclosed for your review.

The Planning Commission hereby certifies this zoning map amendment to the Board of Directors in accordance with A.C.A. 14-56-422.

Respectfully Submitted,

CITY PLANNING COMMISSION

Steve Griffin, Chairman

SG/lp

cc: File
City Administrator

623 Garrison Avenue
P.O. Box 1908
FORT SMITH, ARKANSAS 72902
(479) 784-2216
FAX (479) 784-2462

Memo

To: City Planning Commission

From: Planning Staff

Date: April 27, 2012

Subject: Rezoning #8-5-12; A request by Kent Blochberger, agent for Methodist Nursing Home of Fort Smith, Inc. and Methodist Village, Inc., for Planning Commission consideration of a zone change from Residential Multifamily High Density (RM-4) and Residential Single Family-Duplex Low/Medium Density (RSD-2) to Transitional (T) by classification at 1915 South 74th Street and 7811 Euper Lane

LOT LOCATION AND SIZE

The subject property is located on the east side of South 74th Street and the north side of Euper Lane. The property contains approximately 27.12 acres. The property contains approximately 300' of frontage along South 74th Street and approximately 1,600' of frontage along Euper Lane.

EXISTING ZONING

The existing zoning on this tract is Residential Multifamily High Density (RM-4) and Residential Single Family-Duplex Low/Medium Density (RSD-2).

Characteristics of the Residential Multifamily High Density (RM-4) zone are as follows:

Purpose: To provide high density attached homes, including multi-story residential buildings in those areas where such building types already exist or where such buildings would be consistent with an area's established development pattern and character.

Permitted Uses: Single family homes, duplexes, apartments/condominiums, group home (family), group home (neighborhood), assisted living, retirement housing, parks, playgrounds and open space.

Conditional Uses: Assisted living, rooming and boarding house, churches, public, private and parochial schools and public buildings.

Accessory Uses: Guest houses.

2A

Characteristics of the Residential Single Family-Duplex Low/Medium Density (RSD-2) zone are as follows:

Purpose: To provide for attached and detached homes in low-to-medium density neighborhoods where adequate public services and facilities are available.

Permitted Uses: Single family homes, duplexes, group home (family).

Conditional Uses: Churches, public, private and parochial schools and public buildings.

Accessory Uses: Guest houses.

REQUESTED ZONING

Characteristics of the Transitional (T) zone are as follows:

Purpose: To provide small scale areas for limited office, professional service, and medical services designed in scale with surrounding residential uses. The transitional zoning district applies to the Residential Detached, Residential Attached, Institutional, Neighborhood Commercial and General Commercial categories of the Master Land Use Plan.

Permitted Uses: Single family detached, duplexes, family group home, retirement housing, banking establishments and offices.

Conditional Uses: Assisted living, nursing homes, bed & breakfast inn, utility substation, country club, park or playground, college, library, primary and secondary school, business professional schools, fire and rescue station, emergency response station, police substation, daycare homes, hospital, substance abuse treatment facility, senior citizen center and churches.

Area Regulations:

Minimum Lot Area – 5,000 square feet

Front Yard Setback – 20 feet

Side Yard Setback – 5 feet

Side Yard on Street Side of Corner Lot – 20 feet

Rear Yard Setback – 10 feet

Density – 3 dwelling units/acre single family homes, 6 dwelling units/acre two-family homes

Separation of Buildings – 10 feet-Residential/per current building fire codes-Non-Residential

Maximum Height – 35 feet

SURROUNDING ZONING AND LAND USE

All properties surrounding this location are zoned Residential Single Family-Duplex Low/Medium Density (RSD-2). The area to the north is developed as Carol Ann Cross Park and Bost Daycare and school. The area to the east is developed as vacant property and single family residences. The area to

2B

the south is developed as single family and duplex residences. The area to the west is developed as single family residences.

PROPOSED REZONING

The proposed zoning classification is a corrective rezoning.

MASTER STREET PLAN CLASSIFICATION

The Master Street Plan classifies South 74th Street as a Minor Arterial and Euper Lane as a Local Road.

LAND USE PLAN COMPLIANCE

The Master Land Use Plan classification for this site is Institutional. This classification provides for needed community services of both a public and quasi-public nature.

STAFF COMMENTS AND RECOMMENDATIONS

The existing uses on this site include retirement housing and a nursing home facility. Currently, the existing nursing home is a nonconforming land use. The requested Transitional (T) zone is a corrective rezoning, which will allow the nursing home facility to become a conforming use. However, any future expansions of the nursing home facility would require an approved conditional use permit. Retirement housing is permitted by right in the existing RM-4 zone and the Transitional (T) Zone.

A neighborhood meeting was held on April 30, 2012, at 6:00 p.m. on the property located at the site. Several property owners attended the meeting and had their questions answered. A summary of the meeting is enclosed.

Staff recommends approval of the requested rezoning.

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Methodist Health & Rehab, Inc.
1915 So. 74th Street
Fort Smith, AR 72903

May 1, 2012

Dear Planning Commission,

Methodist Village, Inc. and Methodist Health & Rehab, Inc. held a neighborhood meeting on April 30, 2012 at 6:00 at the Hunt Center. The meeting was held to discuss the upcoming corrective zoning classification of the property on 1915 South 74th Street and on 7811 Euper Lane. The meeting was led by Kent Blochberger and there were 7 neighbors in attendance. Mr. Blochberger discussed the need for the correction and later entertained questions. Questions seemed to concentrate on what the direction the campus was going to take in the next 5 to 10 year span. There were no negative comments or question from those in attendance.

Thank You,

Debbie Satterfield, ADM

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ATTENDANCE LIST FOR NEIGHBORHOOD MEETING

List the names, addresses & telephone numbers of all residents/property owners who attended the meeting.

Meeting Location Methodist Village

Meeting Time & Date 4.30-12

Meeting Purpose opening discussion

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
1.	Tom Porter	7714 Euphr	883 1987
2.	Jean Porter	"	"
3.	Whemette Ricketts	7818 Euphr	478-0142
4.	Maggie Rice	City of Fort Smith	
5.	Steve Hus	7501 Oxford Pl	622-5982
6.	Gary Henry	7600 Oxford Pl.	452-8783
7.	SCOTT HATHAWAN	7713 GAMBLOT CIR	651-5051
8.			
9.			
10.			
11.			

2E

Rez #8-5-

PETITION FOR CHANGE IN ZONING MAP

Before the Planning Commission of the City of Fort Smith, Arkansas

The undersigned, as owner(s) or agent for the owner(s) of the herein described property, makes application for a change in the zoning map of the City of Fort Smith, Arkansas, pursuant to Ordinance No. 3391 and Arkansas Statutes (1974) 19-2830, representing to the Planning Commission as follows:

- 1. The applicant is the owner or the agent for the owner(s) of real estate situated in the City of Fort Smith, Sebastian County, Arkansas, described as follows: (Insert legal description)

Methodist Nursing Home of Fort Smith
 Legal Description 19-08-31
 School District 99FS Market 083119
 Acres 15.81 Old Parcel 32563

Methodist Village Inc.
 Legal Description 19-08-31
 School District 99FS Market FAPTS
 Acres 8.3 Old Parcel 32565

- 2. Address of property: 1915 S. 74th St., 7811 Euper Ln., Fort Smith, AR. 72903

- 3. The above described property is now zoned: R-4-MF, R-2-SF-DP

- 4. Application is hereby made to change the zoning classification of the above described property to Transitional (T) by _____
 (Extension or classification)

- 5. Why is the zoning change requested?

Request is made for corrective zoning classification.

- 6. Submit any proposed development plans that might help explain the reason for the request.

Signed:

Dovie Tinsley
 Owner or Agent Name
 (please print)

Dovie Tinsley
 Owner

1915 S. 74th St., Ft. Smith, AR. 72903
 Owner or Agent Mailing Address

or

 Agent

(479) 452-1611
 Owner or Agent Phone Number

2F

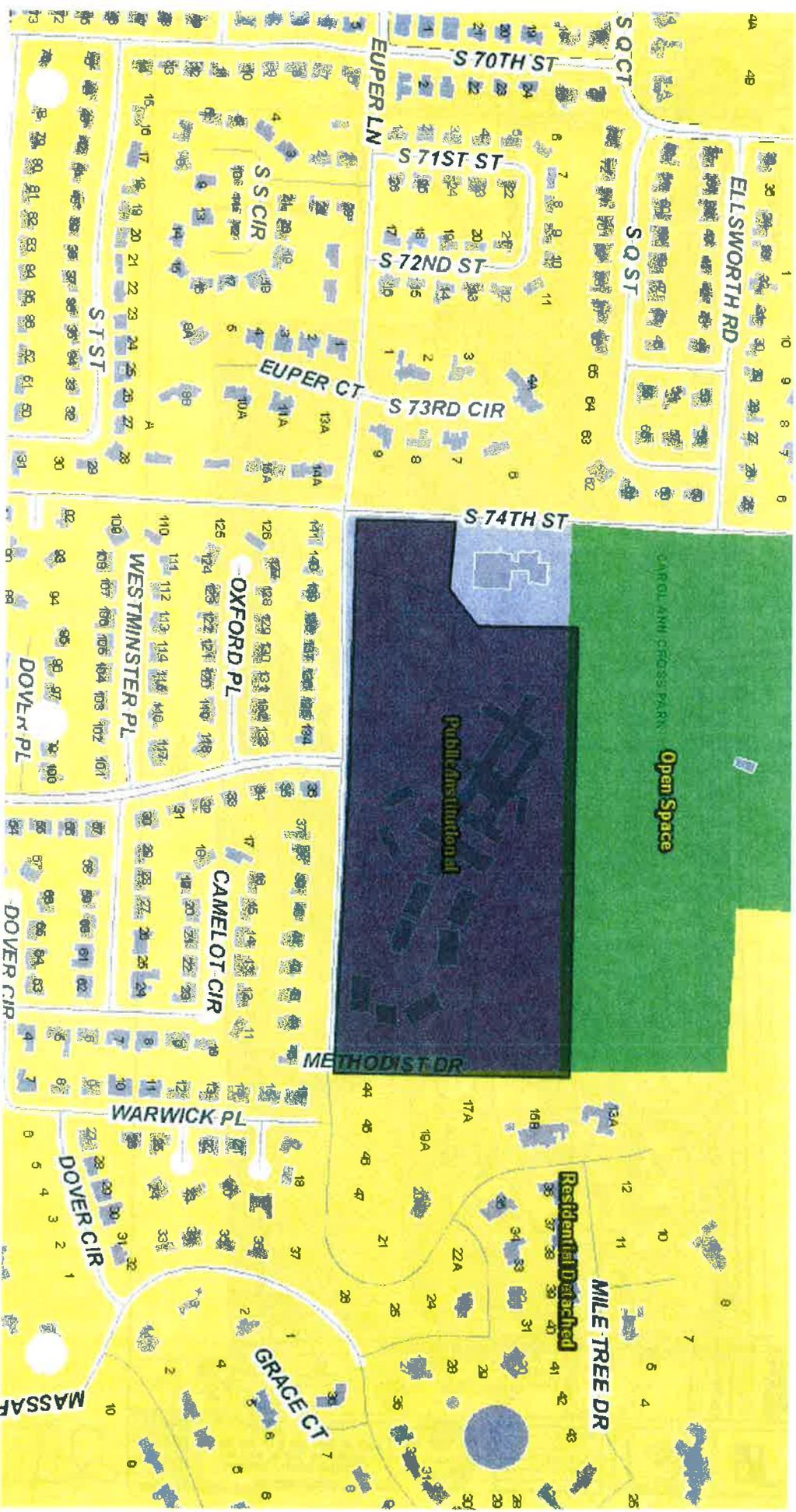
Rezoning #8-5-12: From Residential Multifamily High Density (RM-4) and Residential Single Family-Duplex Low/Medium Density (RSD-2) to Transitional

1915 South 74th Street and 7811 Euper Lane



Master Land Use Map for Rezoning #8-5-12: From Residential Multifamily High Density (RM-4) and Residential Single Family-Duplex Low/Medium Density (RSD-2) to Transitional (T)

1915 South 74th Street and 7811 Euper Lane



Monte Butler
2713 South 74th Street #201
Fort Smith, AR 72903

Ridgeline Communications, Inc.
P. O. Box 180727
Fort Smith, AR 72918

Robert Brown
1921 South 73rd Circle
Fort Smith, AR 72901

Janet Staed
1911 South 73rd Circle
Fort Smith, AR

William & Ruth Dudding
1821 South 73rd Street
Fort Smith, AR 72903

David Duncan
1811 South 73rd Circle
Fort Smith, AR 72903

Kristen Ricketts
7608 Euper lane
Fort Smith, AR 72903

Rodney & Karen Brown
7600-2 Euper Lane
Fort Smith, AR 72903

Marcus & Sharon Mayville
4123 South 21st Street
Fort Smith, AR 72901

Fox Family Trust
7601 Oxford Place
Fort Smith, AR 72903

Tom & Judith Hansen
7609 Oxford Place
Fort Smith, AR 72903

Julian & Juanita Dyrhood
7416 Euper Lane
Fort Smith, AR 72903

Jennifer Thomas
8009 Oxford Circle
Fort Smith, AR 72903

David & Elsie Engles
2008 Warwick Place
Fort Smith, AR 72903

Jerry & Marilyn Bell
8001 Oxford Circle
Fort Smith, AR 72903

Larry & Sheila McCormick
2000 Warwick Place
Fort Smith, AR 72903

Mark & Megan Hammer
2016 Warwick place
Fort Smith, AR 72903

Andrew Nash
7819 Camelot Circle
Fort Smith, AR 72903

Georgia Hale
2101 Camelot Drive
Fort Smith, AR 72903

Georgia Hale
2101 Camelot Drive
Fort Smith, AR 72903

Victor Respass
7824-26 Euper Lane
Fort Smith, AR 72903

Jedlicka Properties, Inc.
8017 Dover Circle
Fort Smith, AR 72903

Wrenetta Ritchie Living Trust
7818 Euper Lane
Fort Smith, AR 72903

David & Michelle Greenfield
7810 Euper Lane
Fort Smith, AR 72903

Penelope Erwin
P. O. Box 477
Muldrow, OK 74948

Gail Harmon
7902 Euper Lane
Fort Smith, AR 72903

David Greenfield
2200 South 65th Street
Fort Smith, AR 72903

Neil & Marcela White
8 Euper Lane
Fort Smith, AR 72903

Jeffrey & Harrison Castling
7900 Euper Lane
Fort Smith, AR 72901

Dario Espina
4300 Rogers Avenue
Fort Smith, AR 72903

Christopher & Emily King
2013 Wedgewood Blvd.
Fort Smith, AR 72903

Kenneth King
9221 Moody Road
Fort Smith, AR 72903

J.C. & M. F. Leger
7815 Camelot Circle
Fort Smith, AR 72903

Ignacio & Jill Guerra
7709 Camelot Circle
Fort Smith, AR 72903

Andrew & Blythe Flake
7801 Camelot Circle
Fort Smith, AR 72903

Jeanette Kolterman
7719 Camelot Circle
Fort Smith, AR 72903

Joan Maria Shelby
7715 Camelot Circle
Fort Smith, AR 72903

Joann McCoy Trust
7809 Camelot Circle
Fort Smith, AR 72903

Jama & Gary Watkins
7515 Oxford Place
Fort Smith, AR 72903

Donna Roberds
1821 South 71st Street
Fort Smith, AR 72903

Steven or Zoe Hathaway
7501 Oxford Place
Fort Smith, AR 72903

Thuylinh & Loc Pham
7409 Oxford Place
Fort Smith, AR 72903

Nicol Wintory
7401 Oxford Place
Fort Smith, AR 72903

FS Properties of Arkansas, LLC
2005 Fianna Way
Fort Smith, AR 72908

Harward Barry
100 North 6th Street
Fort Smith, AR 72901

Ernest Maestri
7400 Euper Lane
Fort Smith, AR 72903

Catherine Walker
7408 Euper Lane
Fort Smith, AR 72903

Methodist Village
1915 South 74th Street
Fort Smith, AR 72903

Donald & Letricia Shows
10012 Foxboro Road
Fort Smith, AR 72903

Mark & Lisa Myers
6608 South "S" Street
Fort Smith, AR 72903

Adrienne Hanna Revocable Trust
4525 Park Avenue
Fort Smith, AR 72903

Glenn Yaffee Revocable Trust
1900 St. Francis Crest
Fort Smith, AR 72903

St. Francis Crest, Inc.
1120 Garrison Avenue
Suite 200
Fort Smith, AR 72901

Kenneth Wallace
8100 Mile Tree Drive
Fort Smith, AR 72903

Agnes Tancred Horan Trust
2315 Camelot Drive
Fort Smith, AR 72903

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
MINUTES
ROSE ROOM
CREEKMORE PARK COMMUNITY CENTER
5:30 P.M.
MAY 8, 2012**

On roll call, the following Commissioners were present: Walton Maurras, Steve Griffin, Vicki Newton, Rett Howard, Marshall Sharpe, Jennifer Parks, Mike Lorenz and Brandon Cox.

Chairman Griffin welcomed Brandon Cox to the Planning Commission.

Chairman Griffin called for the vote on the minutes from the April 10, 2012, Planning Commission meeting. Motion was made by Commissioner Sharpe, seconded by Commissioner Howard and carried unanimously to approve the minutes as written.

Mr. Wally Bailey spoke on the procedures.

1. Unified Development Ordinance Amendments

Mr. Wally Bailey stated that Planning staff has prepared two (2) separate amendments to the Unified Development Ordinance for the Planning Commission's consideration which are as follows:

Amendment #1

Mr. Bailey stated that currently single family structures within Commercial and Industrial zoning districts are nonconforming uses and as a nonconforming use, they are unable to obtain a building permit without going through the rezoning process. Mr. Bailey noted that staff is proposing to add language to the nonconforming section allowing existing single family structures to make modest additions to the structures.

Amendment #2

Mr. Bailey stated that recently staff realized the language containing regulations for casino gaming businesses was not transferred from the previously existing regulations and this amendment will add the language verbatim to the district standard sections of the Industrial-1, Industrial-2 and Industrial-3 zoning districts.

Following a discussion by the Commission, Chairman Griffin called for the vote on the Unified Development Ordinance Amendments. The vote was 8 in favor and 0 opposed.

2. Rezoning #8-5-12; A request by Kent Blochberger, agent, for a zone change from Residential Multifamily High Density (RM-4) and Residential Single Family Duplex

Low/Medium Density (RSD-2) to Transitional (T) by Classification located at 1915 South 74th Street and 7811 Euper Lane.

Ms. Maggie Rice read the staff report indicating that the purpose of this rezoning request is for a corrective rezoning. Ms. Rice stated that the existing uses on this site include retirement housing and a nursing home facility and currently the existing nursing home is a nonconforming land uses. Ms. Rice noted that the requested Transitional zone is a corrective rezoning which would allow the nursing home facility to become a conforming use even though any future expansions of the nursing home facility would require an approved conditional use permit.

Ms. Rice stated that a neighborhood meeting was held on April 30, 2012, at 6:00 p.m. on the property located at the site with several property owners attending the meeting and had their questions answered.

Mr. Kent Blochberger was present to speak on behalf of this request.

No one was present to speak in opposition to this request.

Chairman Griffin then called for the vote on the rezoning request. The vote was 8 in favor and 0 opposed.

- 3. Rezoning #9-5-12; A request by Kendall Poppe, agent, for a zone change from Residential Multifamily Medium Density (RM-3) to Residential Single Family Rowhouse and Zero Lot Line District (RS-5) by Classification located at 2104-2112 Pryor Avenue. (companion item to item #4)**
- 4. Preliminary Plat – Geo. S. Birnie Addition, Block 22, Lots 3A, 3B, 4A, 4B, 5A, 5B – Anderson (companion item to item #3)**

Ms. Brenda Andrews read the staff report indicating that the purpose of these requests is to facilitate the development of three rowhouse structures with universal accessibility design for owner-occupied individuals who are 55 and older. Ms. Andrews stated that a neighborhood meeting was held on Wednesday, May 2, at 5:30 p.m. at the proposed zoning site with four (4) property owners attending the meeting. She noted that one property owner raised a concern relative to drainage.

Ms. Andrews stated that during the review of the companion preliminary plat, staff advised the applicant that row housing requires a 10 foot side setback on all end walls and due to the proposed narrow lots, the applicant must submit a variance to this requirement in order to develop the lots with rowhouses. Therefore, Ms. Andrews indicated that the applicant is requesting these items be tabled until the June Planning Commission meeting.

No one was present to speak in opposition to these requests.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE 2009 UNIFIED DEVELOPMENT
ORDINANCE OF THE CITY OF FORT SMITH**

WHEREAS, the Board of Directors passed and approved Ordinance No. 36-09 which adopted the Unified Development Ordinance on May 19, 2009; and,

WHEREAS, it is necessary to amend certain sections of the Unified Development Ordinance to provide clarity and remove conflicts with other provisions of the municipal code; and,

WHEREAS, the Planning Commission held a public hearing regarding these amendments and recommended on May 8, 2012, that said changes be made; and,

WHEREAS, three (3) copies of June 2012 Amendments to the Unified Development Ordinance has been on file in the Office of the City Clerk of the City of Fort Smith for inspection and review by the public prior to the passage of this Ordinance; and,

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

SECTION 1: The June 2012 Amendments to the Unified Development Ordinance regarding Section 27-118-2 Nonconforming Use of Structures are hereby adopted.

SECTION 2: The June 2012 Amendments to the Unified Development Ordinance regarding sections 27-430, 27-431, and 27-432 District Standards for casino gaming businesses are hereby adopted.

SECTION 3: The codifier shall codify the new sections and amend the existing sections of the Unified Development Ordinance.

SECTION 4: It is hereby found and determined that the adoption of these amendments to the Unified Development Ordinance is necessary to alleviate an emergency created by the lack of regulation of uses of property within the City of Fort Smith so that the protection of the health, safety and welfare of the inhabitants of the City requires that the amendments be effective, and the amendment is hereby made effective, as of the date of approval of this Ordinance.

PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



City Attorney
Publish 1 Time

MEMORANDUM

To: Ray Gosack, City Administrator
From: Wally Bailey, Director of Development Services
Date: May 31, 2012
Subject: UDO Amendments

The Planning staff recently presented two (2) proposed amendments to the Unified Development Ordinance (UDO) to the Planning Commission. The Planning Commission reviewed these items at their May 8, 2012 regular meeting. A summary of each of the proposed amendments follows:

Amendment #1:

Currently single family structures that are within Commercial and Industrial zoning districts are nonconforming land uses. As such they cannot obtain building permits for minor additions, such as decks, porches, storage buildings, etc. The only mechanism to allow the property owner to make minor improvements to their property is for them to rezone their individual lots to residential. This can be costly and time consuming. Some property owners just do not follow through with the rezoning nor the improvements to their property. The planning staff did some research and comparison with other city's regulations regarding this matter and from that research prepared an amendment to the UDO that will allow minor improvements to single family dwellings without a rezoning application. The Planning Commission unanimously approved this recommendation to amend the UDO accordingly.

Amendment #2:

May 16, 2000, the City Board of Directors passed and approved Ordinance #24-00 that provided criteria for the location of any proposed casino gaming operation. Ordinance #24-00 was in response to the Board's desire to enable the Fort Smith zoning code to accommodate casino gaming if it is approved by a state referendum.

When the UDO was adopted the Appendix A (land use chart) continued to show casino gaming businesses as a conditional use in the Industrial zoning districts. However, the specific criteria regarding the location of the proposed casino gaming business were inadvertently not included in the UDO.

The location criteria for casino gaming businesses require a 2,640 feet separation from churches, schools, parks, day care centers, Boys Club, Girls Club, businesses oriented primarily toward minors and any residential district or development.

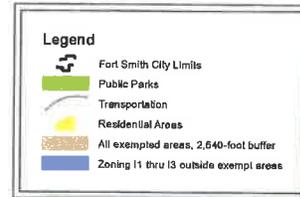
Without these criteria in the UDO and with the land use chart allowing the casino gaming businesses in the Industrial zoning districts, a casino gaming business would be allowed at any location in any Industrial zoning district. Therefore, the Planning staff presented this as a UDO amendment to the Planning Commission to insert the location restrictions that were previously approved in 2000. The Planning Commission approved this recommendation to amend the UDO accordingly.

It is important to note that there are no pending rezoning or conditional use applications for the purpose of allowing a casino gaming business. Also, a change to the state laws concerning the allowance of casino gaming businesses would need to occur before such a business would be allowed. However, we believe it is important to take these proactive measures and have these standards in effect should any changes occur that would allow a casino gaming business.

A copy of the two amendments is attached for your review. Please contact me if you have any questions.

Casino Gaming Analysis

Areas available for location of Casino Gaming Business
Industrial Areas Permitted



Total area of Fort Smith City Limits **68 sq. miles**

Total area of those areas zoned Industrial (I1, I2, & I3) which fall outside the buffered, exempt areas. **3.7 sq. miles**

Percent of total city limits available for location of Casino Gaming Business **5%**

NOTE:
No attempt has been made to field-identify all those multi-residence apartments which fall within areas currently zoned commercial or transitional.

Amendment # 1

1B

- B. A nonconforming use of land shall not be enlarged or extended, either by the addition of other real property to the use area or by the intensification of the use on the utilized real property.
- C. A nonconforming use of land may be changed to a use permitted in the same classification in which the original use is listed. However, if the original use is listed in multiple zoning district classifications, then the nonconforming use of land may only be changed to a use permitted in the most restrictive zoning district classification in which the original use is listed.
- D. A nonconforming use of land once abandoned or changed to a conforming use cannot be changed to a nonconforming use.
- E. A nonconforming use of land which has ceased for a continuous period of more than one (1) year shall be deemed abandoned (see definition of abandonment).

27-118-2 Nonconforming Use of Structures

- A. A nonconforming use of a structure may be continued unless such use of the structure is abandoned, provided that this provision shall not be construed to approve continuation of an activity constituting a nuisance or any activity prohibited by statute or ordinance applicable to the use.
- B. A structure housing a nonconforming use shall not be enlarged or extended, either by an addition to or an alteration of the structure. Permits for existing single family dwellings located in commercial and industrial zoning districts are allowed for non-livable spaces, such as decks, garages, patios, storage buildings, or carports and livable areas not to exceed 25% of the current gross square footage of the principal structure as long as the construction is within the bulk and area requirements of the residential zone which most nearly corresponds to the minimum lot dimensions.
- C. A nonconforming use of a structure may be changed to a use permitted in the same classification in which the original use is listed. However, if the original use is listed in multiple zoning district classifications, then the nonconforming use of a structure may only be changed to a use permitted in the most restrictive zoning district classification in which the original use is listed.
- D. A nonconforming use of a structure once abandoned or changed to a conforming use cannot be changed to a nonconforming use.
- E. A nonconforming use of a structure which shall cease for a continuous period of more than one (1) year shall be deemed abandoned (see definition of abandonment).

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Amendment # 2

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1. New billboards are not permitted in the C-6 Zoning District.
2. Development in the C-6 Zoning District may also be governed by the CBID Design Guidelines, which is a separate process from the Planning and Zoning Department's approval.

INDUSTRIAL DISTRICTS

27-430	INDUSTRIAL LIGHT (I-1)
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A. Purpose

To provide for a mixture of light manufacturing, office park, research and development, and limited retail/service retail land uses in an attractive, business park setting. The Industrial Light District may be used as a zoning buffer between mixed uses, commercial uses and heavier industrial uses. The I-1 Zoning District is appropriate with the Office, Research, and Light Industrial (ORLI) and Industry classifications of the Master Land Use Plan.

B. Land Uses

Permitted, Conditional and Accessory land uses in the Industrial Light Zoning District are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the list are subject to classification pursuant to Section 27-336.

C. Area and Bulk Regulations

Min. Lot Size (s.f.)	Min. Lot Width	Max Lot Coverage	Minimum Street Frontage	Max Height (see 27-404(D))
20,000	100 feet	75%	n/a	45 feet
<hr/>				
Front Setback	Side Setback	Street Side Setback	Side/Rear Setback (Adjoining SF Res. Dist/Development)	Rear Setback
25 feet	10 feet	15 feet	100 feet see C.3 below	10 feet

1. Building separation shall be determined by the current City building and fire code.
2. Minimum Parcel/Lot Size for Rezoning to I-1:

1E

- a. New District (By Classification) : 2 acres
 - b. Existing District (By Extension): 20,000 s.f. unless extension of existing development.
3. Required street access: major arterial or higher
 4. Side/Rear setback abutting residential may be reduced to 60 feet with Planning Commission approval of screening and/or landscaping through the Development Plan approval process.

D. District Standards

1. All areas unoccupied by buildings, parking lots or used as traffic ways shall be maintained in a safe and orderly condition.
2. Areas which are allowed to have outdoor storage and display of merchandise shall be maintained in a manner that does not collect trash, debris, and/or vermin.
 - a. No required parking lot area shall be used as a display or sales area.
 - b. No public sidewalk or street right-of-way shall be used for display.
3. There shall be no open display of merchandise or inventory.
4. Vehicle servicing and equipment assembly as part of a sales operation shall be conducted within an enclosed building unless adequate "sight-proof" visual screening from the public and adjacent residences is provided.
5. No manufacturing, assembly, or repair work shall take place outside the confines of an enclosed building.
6. All residential uses are prohibited except sleeping facilities required by watchmen or caretakers employed upon the premises.
7. Auto impoundment or holding yards shall be screened with a minimum six (6) to eight (8) foot opaque fence constructed of wood or masonry.
8. No casino gaming business shall be within 2,640 feet of a church; 2,640 feet of a public or private elementary, secondary or post-secondary school; 2,640 feet of a public park; 2,640 feet of a licensed day care center; 2,640 feet of an entertainment business that is oriented primarily towards minors; 2,640 feet of a Boys Club or Girls Club or 2,640 feet of a boundary of any residential district or development. Distances shall be measured from property line to property line.

IF

- E. Industrial developments shall conform to Design Guidelines of chapter 27-600 et seq.

27-431 INDUSTRIAL MODERATE (I-2)

- A. **Purpose.** To provide for industrial land uses which can be operated in a clean and quiet manner that shall not be obnoxious to adjacent land uses, and shall have relatively limited environmental impacts. The land uses within an Industrial Moderate (I-2) zoning district are primarily contained indoors and have heavier traffic generation than the I-1 uses. I-2 zoning is appropriate within the Industry classification of the Master Land Use Plan.
- B. **Land Uses.** Permitted, Conditional and Accessory land uses in the I-2 Zoning District are identified on the Land Use Matrix, Chapter 27-400; Appendix A. Specific land uses not identified on the list are subject to classification pursuant to Section 27-336.
- C. **Area and Bulk Regulations**

Min. Lot Size (s.f.)	Min. Lot Width	Max Lot Coverage	Minimum Street Frontage	Max Height (see 27-404(D))
20,000	100 feet	60%	n/a	45 feet
Setbacks				
Front Setback	Side Setback	Street Side Setback	Side/Rear Setback (Adjoining SF Res. Dist/Development)	Rear Setback
50 feet	25 feet	50 feet	100 feet (See C.3 below)	20 feet

1. Building separation shall be determined by the current City building and fire code.
2. Minimum Parcel/Lot Size for Rezoning to I-2:
 - a. New District (By Classification) : 10 acres
 - b. Existing District (By Extension): 20,000 s.f. unless extension of existing development.
3. For buildings and structures located between 100 and 150 feet from residentially zoned property, each additional foot of setback in excess of the minimum required setback may allow the building height to be increased by one foot. Buildings or structures which are located more than

IG

150 feet from residentially zoned property shall have no specific height requirements.

4. Side/Rear setback abutting residential may be reduced to 60' with Planning Commission approval of screening/landscaping through the Development Plan approval process. Additional building height may not be calculated in this space.
5. Required street access: major arterial or higher

D. District Standards

1. All areas unoccupied by buildings, parking lots or used as traffic ways shall be maintained in a safe and orderly condition.
2. Outdoor storage and display of merchandise shall be maintained in a manner that does not collect trash, debris, and vermin and comply with the following:
 - a. No required parking lot area shall be used as a display or sales area.
 - b. No public sidewalk or street right-of-way shall be used for display.
3. Vehicle servicing and equipment assembly as part of a sales operation shall be conducted within an enclosed building unless adequate "sight-proof" visual screening from the public and adjacent residences is provided.
4. No manufacturing, assembly, or repair work shall take place outside the confines of an enclosed building.
5. All residential uses are prohibited except sleeping facilities required by watchmen or caretakers employed upon the premises.
6. Auto impoundment or holding yards shall be screened with a minimum six (6) to eight (8) foot opaque fence constructed of wood or masonry.
7. No casino gaming business shall be within 2,640 feet of a church; 2,640 feet of a public or private elementary, secondary or post-secondary school; 2,640 feet of a public park; 2,640 feet of a licensed day care center; 2,640 feet of an entertainment business that is oriented primarily towards minors; 2,640 feet of a Boys Club or Girls Club or 2,640 feet of a boundary of any residential district or development. Distances shall be measured from property line to property line.

- F.** Industrial developments shall conform to Design Guidelines of chapter 27-600 et seq.

1 H

- A. Purpose.** To accommodate a wide variety and intensity of industrial uses, some of which may have significant external impacts. This may include areas of heavy and concentrated fabrication, manufacturing, and industry. The Industrial Heavy (I-3) zoning district requires readily available and adequate public facilities and services, including access to major transportation hubs (rail, river, or highway-interstate). The I-3 Zone must be located so as to minimize conflicts with other land uses. Industrial Heavy Zoning is appropriate in the Industry classification of the Master Land Use Plan.
- B. Land Uses.** Permitted, Conditional and Accessory land uses in the I-3 Zoning District are identified on the Land Use Matrix, Chapter 27-400, Appendix A. Specific land uses not identified on the list are subject to classification pursuant to Section 27-336.
- C. Area and Bulk Regulations**

Min. Lot Size (s.f.)	Min. Lot Width	Max Lot Coverage	Minimum Street Frontage	Max Height (see 27-404(D))
20,000.	100 feet	60%	n/a	45 feet
Setbacks				
Front Setback	Side Setback	Street Side Setback	Side/Rear Setback Abutting Non-Industrial	Rear Setback
100 feet	50 feet	100 feet	100 feet (See C.3 below)	20 feet

1. Building separation shall be determined by the current City building and fire code.
2. Minimum Parcel/Lot Size for Rezoning to I-3
 - a. New District (By Classification) : 20 acres
 - b. Existing District (By Extension): 20,000 s.f. unless extension of existing development
3. For buildings and structures located between 100 and 150 feet of residentially zoned property, for each additional foot of setback in excess of the minimum required setback, building height may be increased by one

foot. Buildings or structures located more than 150 feet from residentially zoned property shall have no specific height requirement.

4. Side/Rear Setback Abutting Residential may be reduced to 60' with Planning Commission approval of screening/landscaping through Development Plan approval process. Additional building height may not be calculated in this space.
5. Required street access: major arterial or higher.

D. District Standards

1. All areas unoccupied by buildings, parking lots or used as traffic ways shall be maintained in a safe and orderly condition.
 2. Outdoor storage and display of merchandise shall be maintained in a manner that does not collect trash, debris, and/or vermin and comply with the following:
 - a. No required parking lot area shall be used as a display or sales area.
 - b. No public sidewalk or street right-of-way shall be used for display.
 3. Vehicle servicing and equipment assembly as part of a sales operation shall be conducted within an enclosed building unless adequate "sight-proof" visual screening from the public and adjacent residences is provided.
 4. No manufacturing, assembly or repair work activity other than permitted storage shall take place outside the confines of an enclosed building.
 5. All residential uses are prohibited except sleeping facilities required by watchmen or caretakers employed upon the premises.
 6. Auto impoundment or holding yards shall be screened with a minimum six (6) to eight (8) foot opaque fence constructed of wood or masonry.
 7. No casino gaming business shall be within 2,640 feet of a church; 2,640 feet of a public or private elementary, secondary or post-secondary school; 2,640 feet of a public park; 2,640 feet of a licensed day care center; 2,640 feet of an entertainment business that is oriented primarily towards minors; 2,640 feet of a Boys Club or Girls Club or 2,640 feet of a boundary of any residential district or development. Distances shall be measured from property line to property line.
- E. Industrial developments shall conform to Design Guidelines of chapter 27-600 et seq.

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DRAFT

**PLANNING COMMISSION & BOARD OF ZONING ADJUSTMENT
MINUTES
ROSE ROOM
CREEKMORE PARK COMMUNITY CENTER
5:30 P.M.
MAY 8, 2012**

On roll call, the following Commissioners were present: Walton Maurras, Steve Griffin, Vicki Newton, Rett Howard, Marshall Sharpe, Jennifer Parks, Mike Lorenz and Brandon Cox.

Chairman Griffin welcomed Brandon Cox to the Planning Commission.

Chairman Griffin called for the vote on the minutes from the April 10, 2012, Planning Commission meeting. Motion was made by Commissioner Sharpe, seconded by Commissioner Howard and carried unanimously to approve the minutes as written.

Mr. Wally Bailey spoke on the procedures.

1. Unified Development Ordinance Amendments

Mr. Wally Bailey stated that Planning staff has prepared two (2) separate amendments to the Unified Development Ordinance for the Planning Commission's consideration which are as follows:

Amendment #1

Mr. Bailey stated that currently single family structures within Commercial and Industrial zoning districts are nonconforming uses and as a nonconforming use, they are unable to obtain a building permit without going through the rezoning process. Mr. Bailey noted that staff is proposing to add language to the nonconforming section allowing existing single family structures to make modest additions to the structures.

Amendment #2

Mr. Bailey stated that recently staff realized the language containing regulations for casino gaming businesses was not transferred from the previously existing regulations and this amendment will add the language verbatim to the district standard sections of the Industrial-1, Industrial-2 and Industrial-3 zoning districts.

Following a discussion by the Commission, Chairman Griffin called for the vote on the Unified Development Ordinance Amendments. The vote was 8 in favor and 0 opposed.

2. Rezoning #8-5-12; A request by Kent Blochberger, agent, for a zone change from Residential Multifamily High Density (RM-4) and Residential Single Family Duplex

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE OWNERS OF CERTAIN DILAPIDATED AND SUBSTANDARD STRUCTURES TO DEMOLISH SAME, AUTHORIZING THE CITY ADMINISTRATOR TO CAUSE THE DEMOLITION OF SUCH STRUCTURES TO OCCUR, AND FOR OTHER PURPOSES.

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

WHEREAS, certain owners of real property have caused or allowed certain tracts of real property to deteriorate to the condition that such tracts of real property and the improvements thereon are now, and for several months prior hereto have been dilapidated, unsightly, unsafe, unsanitary, noxious and detrimental to the public welfare, and

WHEREAS, the condition of such tracts of property and the improvements located thereon are in violation of the City Ordinances and the statutes of the State of Arkansas.

NOW, THEREFORE,

SECTION 1: It is the opinion of the Board of Directors that the hereinafter described tracts of real property, and the improvements located there, are dilapidated, unsafe and otherwise detrimental to the public health and constitute structural, fire and health hazards:

STREET ADDRESS:

**609-611 SOUTH 17th STREET - LOT 3, BLOCK 91; FITZGERALD ADDITION
1426 PHOENIX AVENUE (BURNT RESIDENTIAL STRUCTURE) - PT SW NW ; 3.17 ACRES**

SECTION 2: The owners of the tracts of real property described in Section 1 are hereby ordered to remove or raze the improvements located on the said tracts of property and to remedy the unsightly and unsanitary conditions otherwise located on said tracts of real property within thirty (30) days from the date of this ordinance.

*Approved as to form
JSC
Publish 1 time*

SECTION 3: With reference to said tracts of real property and improvements located there for which the order contained in Section 2 of this ordinance has not been complied with within thirty (30) calendar days from the date of passage of this ordinance, the City Administrator is hereby authorized to execute a contract, based on the bid(s) accepted on the date of this action or at a later date, for the removal or razing of the described improvements on the tracts of real property in order to remedy the unsightly and unsanitary conditions located on said tracts of property.

SECTION 4: The provisions of this ordinance are hereby declared to be severable to the extent that a decision by any court of competent jurisdiction determining that any portion of this ordinance or any application thereof is unconstitutional, invalid or otherwise illegal shall not affect the constitutionality, validity or legality of the other provisions and/or applications of the ordinance.

SECTION 5: Emergency Clause. It is hereby found and declared by the Board of Directors that the dilapidated, unsanitary condition of the tracts of real property and improvements described herein constitute an immediate menace to the health, welfare and safety of the citizens of the City so that an emergency is hereby declared and that this ordinance shall be effective from and after the date of its passage.

PASSED AND APPROVED this _____ day of _____ 2012.

APPROVED:

Mayor

ATTEST:

City Clerk



MEMORANDUM

Building Safety Division

TO: Ray Gosack, City Administrator
FROM: Jimmie Deer, Building Official
DATE: May 25, 2012
SUBJECT: Unsafe Structures

The following structures have been damaged and/or deteriorated to a condition that has caused the Building Department to condemn them. The property and the improvements, thereon are now, and for several months prior hereto, have been dilapidated, unsafe, unsightly, unsanitary, obnoxious and detrimental to the public welfare and are found to be in violation of the Ordinances of the City of Fort Smith.

The property descriptions and owners are:

1426 Phoenix Avenue (Burnt Residential Structure)- Part SW NW; 3.17 acres

Owners:	Billy Sharp	Eunice Jeannie Barnett	Terry Yarbrough & Mary Daniels
	6205-A Hwy 271 Fort Smith, AR 72908	3400 Duke Ave. #125 Fort Smith, AR 72908	10654 Kelsey Dr. Wilmer, AL 36587-7822
	Denny J. & Sherry Ramsey	Sharp Body Shop Trust MIB Inc.	
	411 Crestview Van Buren, AR 72956	P.O. Box 2785 Hot Springs, AR 71914	

609-611 South 17th Street - Lots 3, Block 91; Fitzgerald Addition

Kai Rippy Habalow
2866 Angelo Dr.
Los Angeles, CA 90077

The owners of these properties have been notified according to the procedures outlined in Section 16-88 of the Fort Smith Municipal Code. The property owners were notified by certified mail and posting the same letters on the buildings. The letter or notice contains information concerning the appeal procedure outlined in Section 16-91 of the Municipal Code. The Code specifies that they must file any appeals within fifteen (15) days from the date of service. The owner(s) of the subject properties did not file an appeal within the fifteen (15) day period nor have they requested an appeal hearing since that deadline has passed.

1426 Phoenix Avenue - The structure burnt on August 19, 2011. I have been in constant contact with the heirs but due to all the properties at this location being in probate the heirs have not stepped forward to maintain the properties or repair all the damaged structures. Due to the condition of the structure and complaints from the neighborhood the structure was posted and unsafe notices were sent out to the owners on April 26, 2012 and the notices were signed for. I have spoken to two of the heirs and they stated that they would demolish the structure. But as of today the owners have taken no action to obtain permits to demolish the structure.

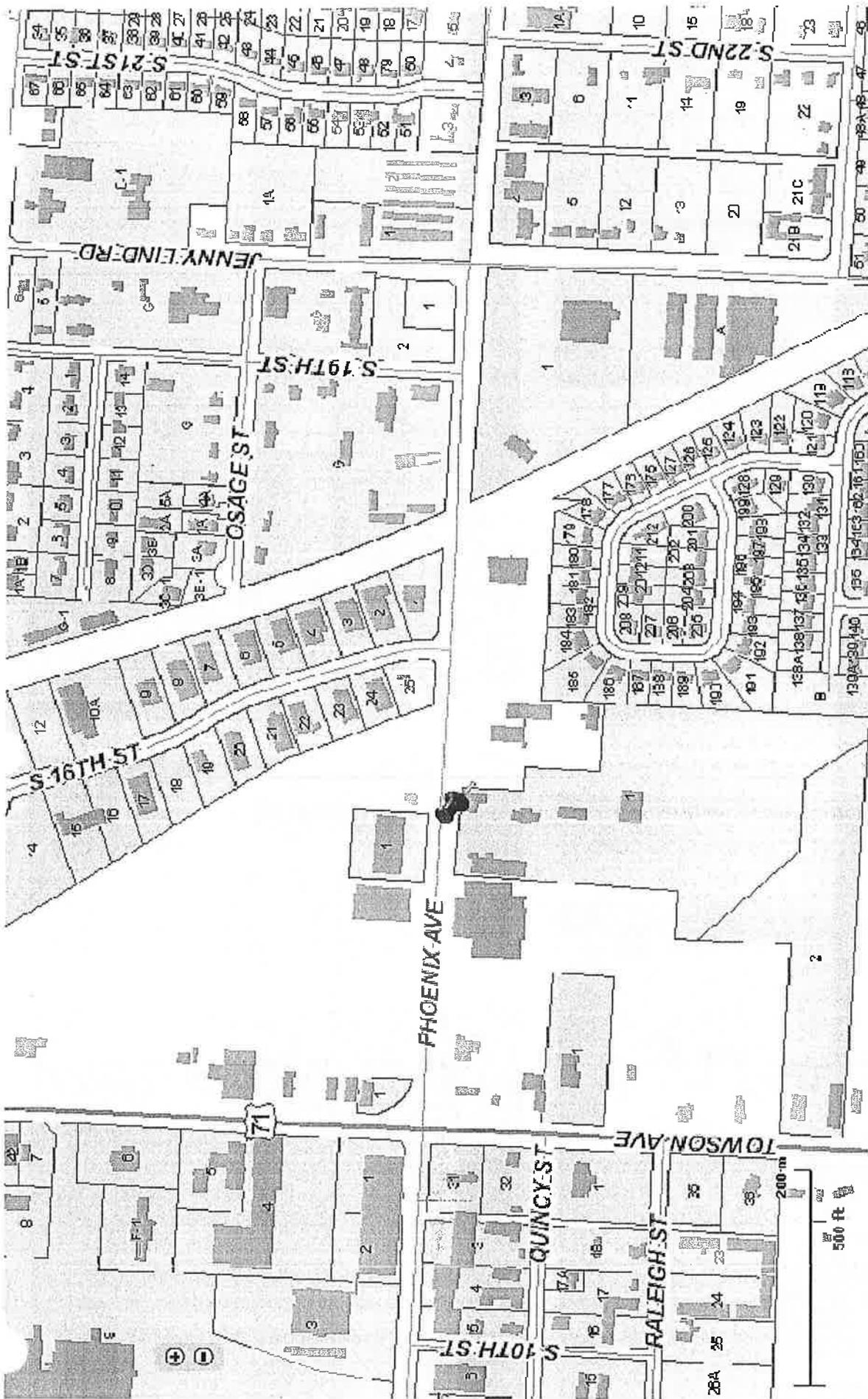
Page 2; Unsafe Structures

609-611 South 17th Street- The water service has been disconnected since November 15, 2011 but the structure has not had occupants for several years due to the condition. The structure has had a Property Maintenance file open since 7/29/2008 with staff working at getting the owners to repair damages and we have clean-up liens on the property in the amount of \$792.14. Due to the condition of the structure and complaints from neighbors the structure was posted and unsafe notices were sent out on April 24, 2012. As of today the owners have taken no action to obtain permits to repair or demolish the structure.

Therefore, I am recommending this matter be referred to the Board of Directors for their review. An Ordinance will be prepared that will order the property owners to demolish or repair the buildings within thirty (30) calendar days and if such work has not occurred, the staff will be authorized to have the structures removed.

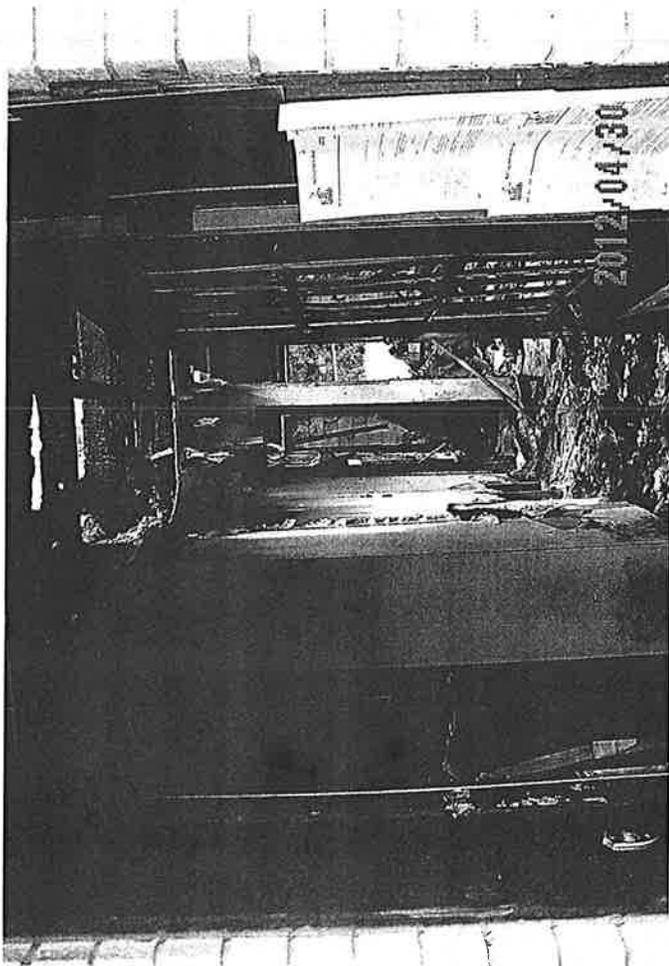
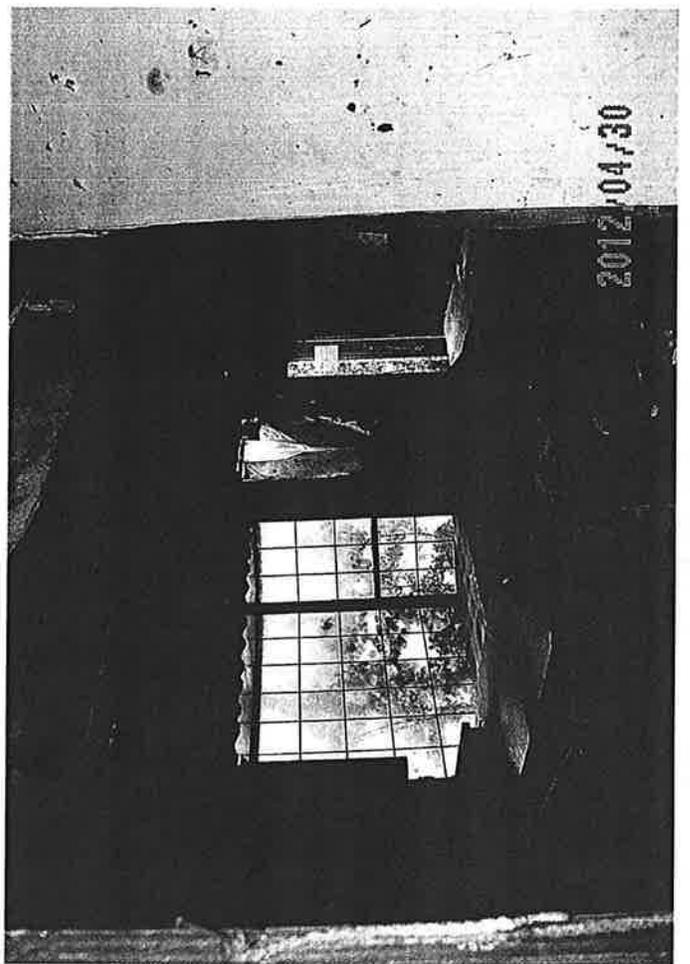
Please contact me if you have any questions or if we need to discuss this matter in more detail.

CC: Wally Bailey

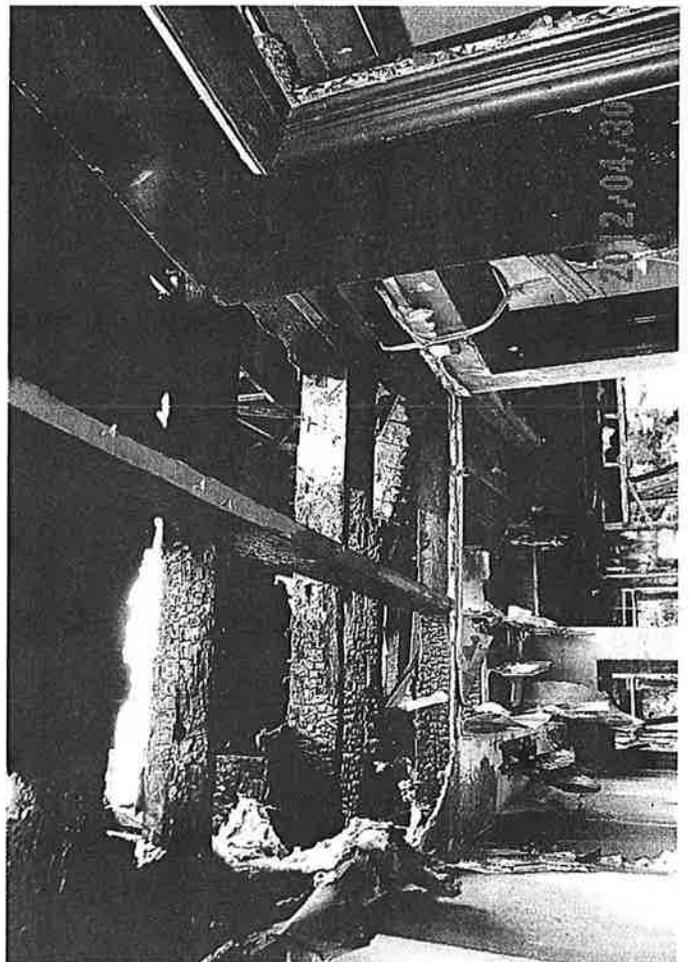
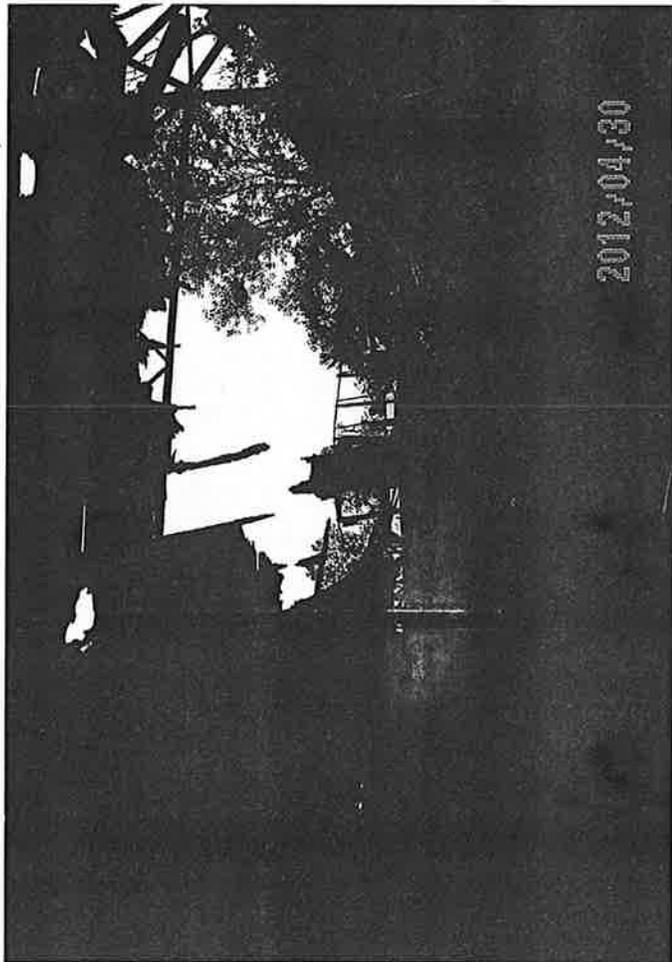
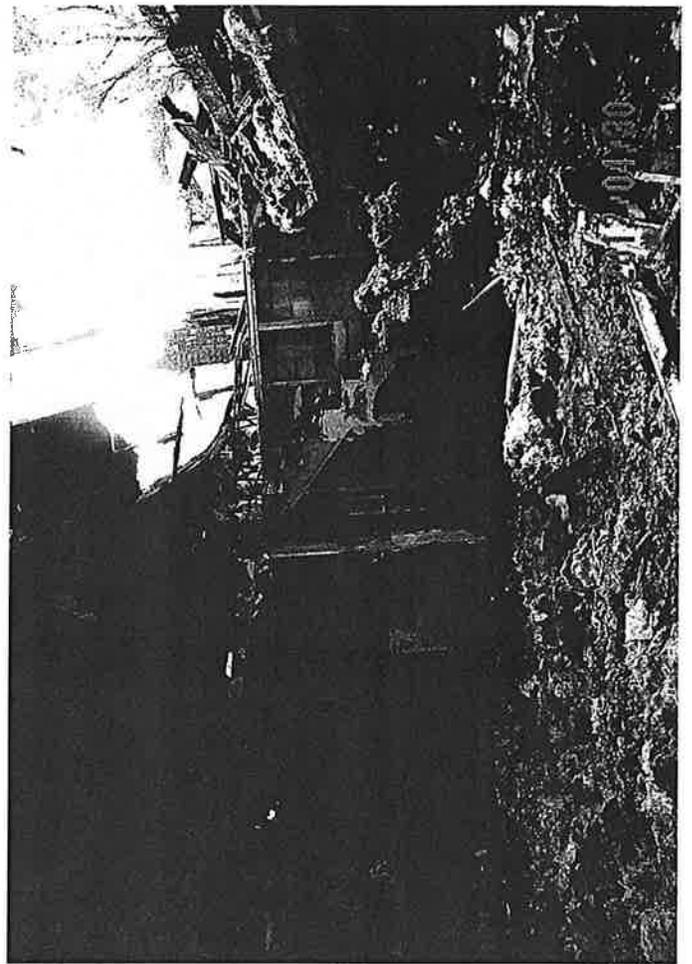


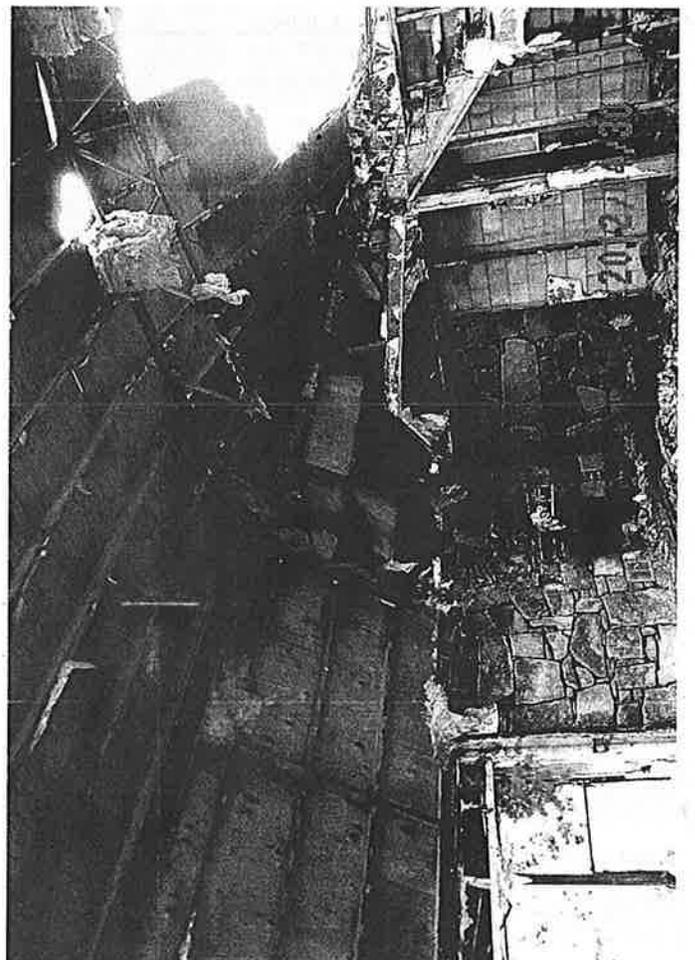
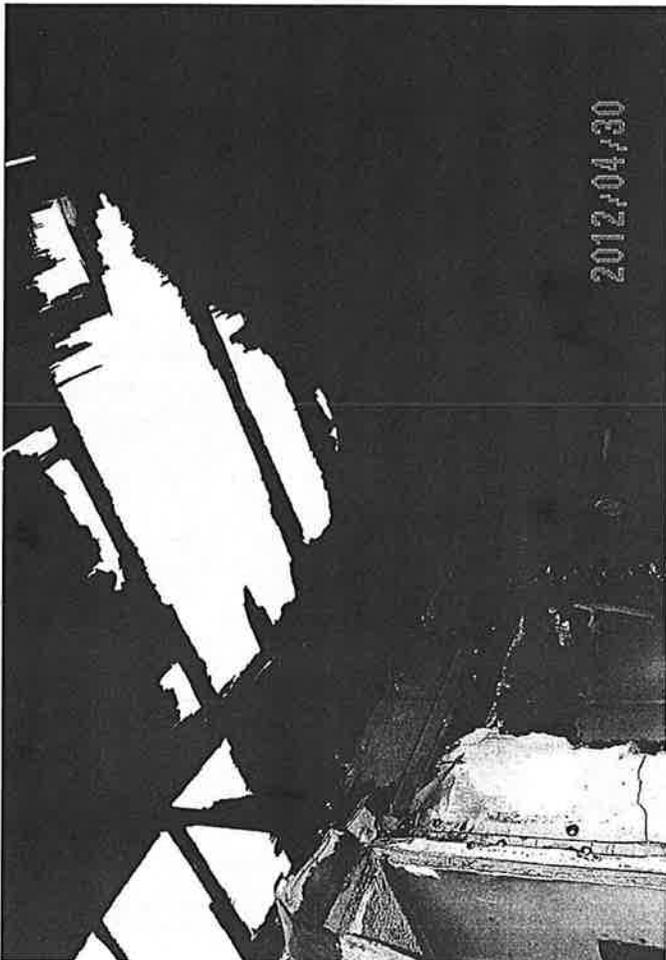
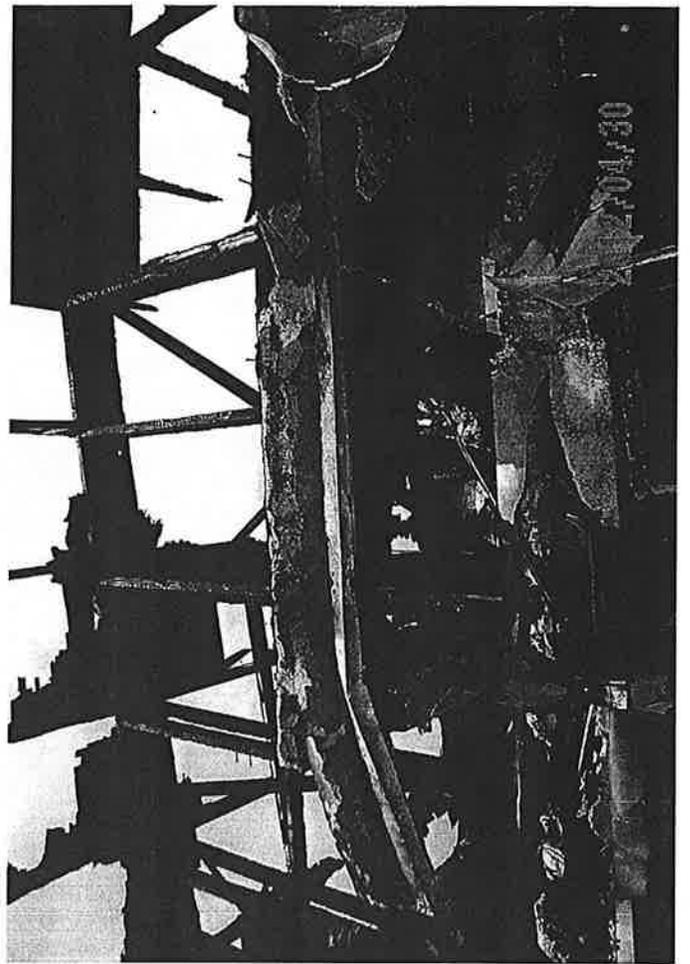
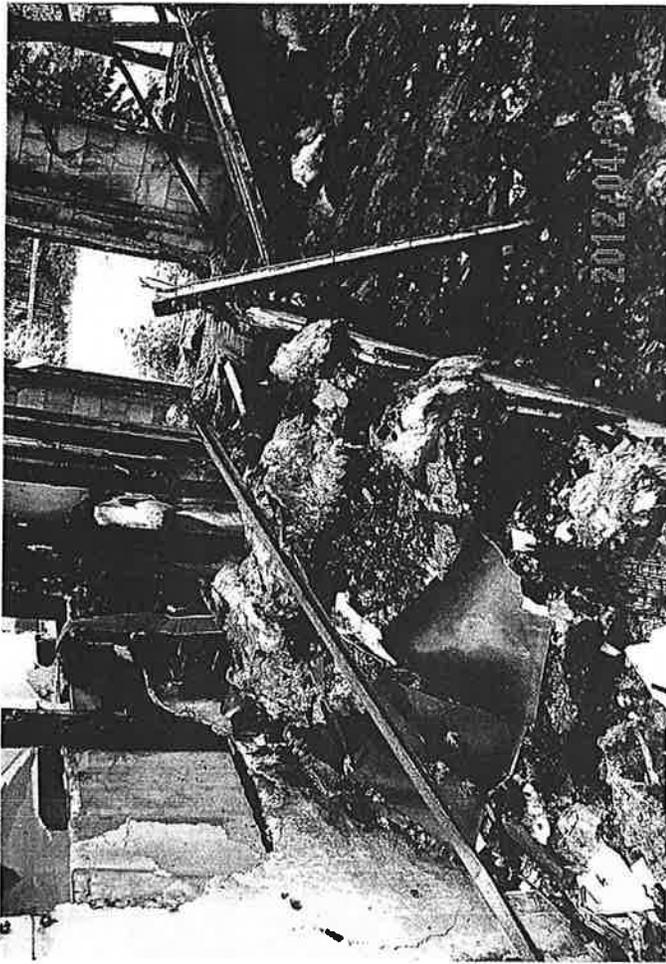
1426 Phoenix Avenue

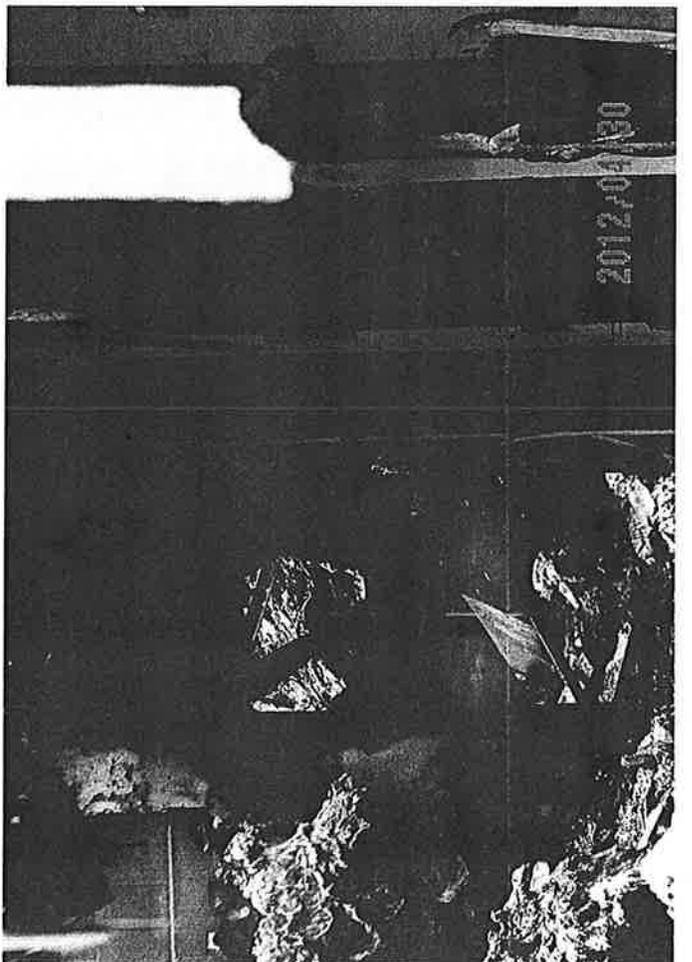
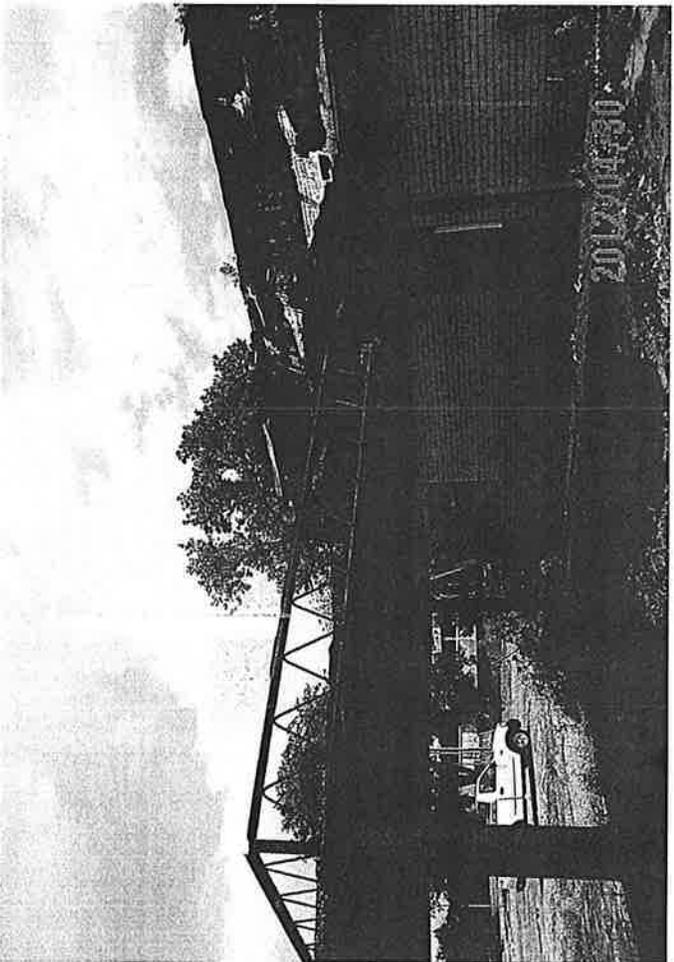
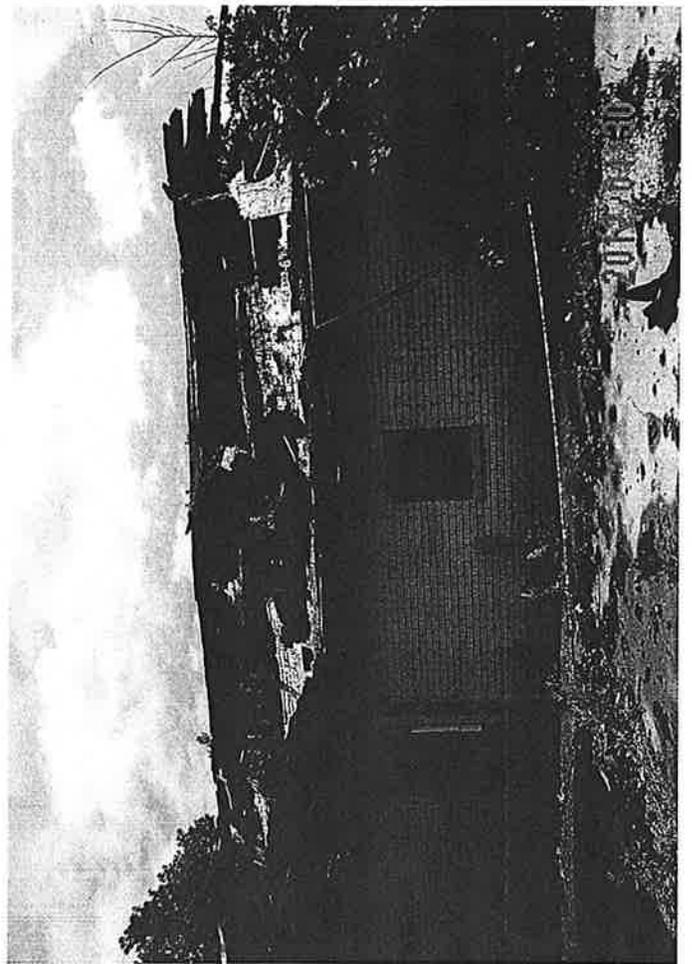
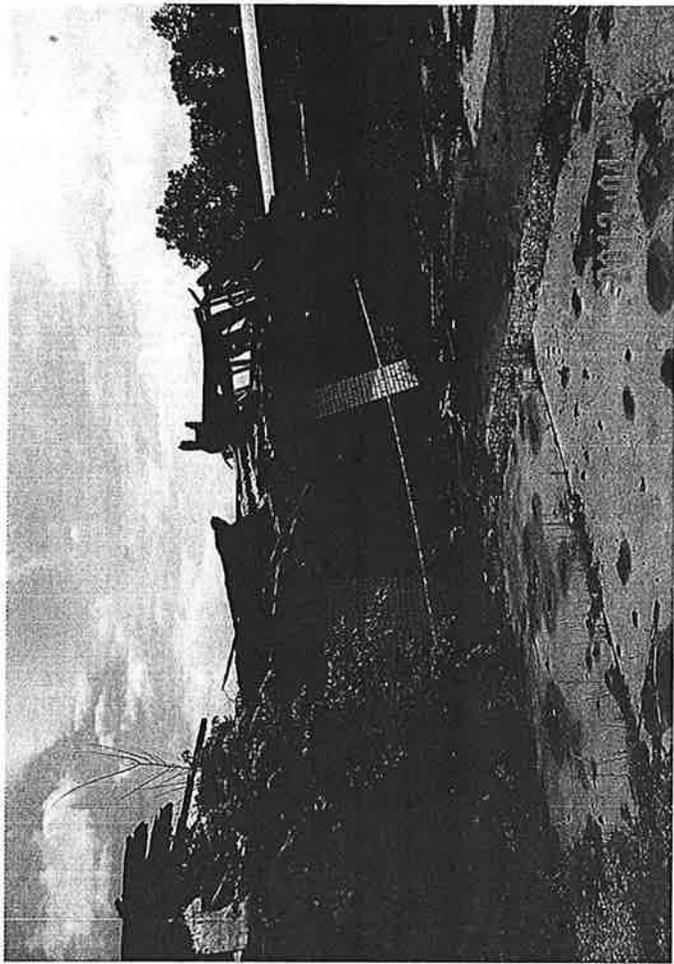
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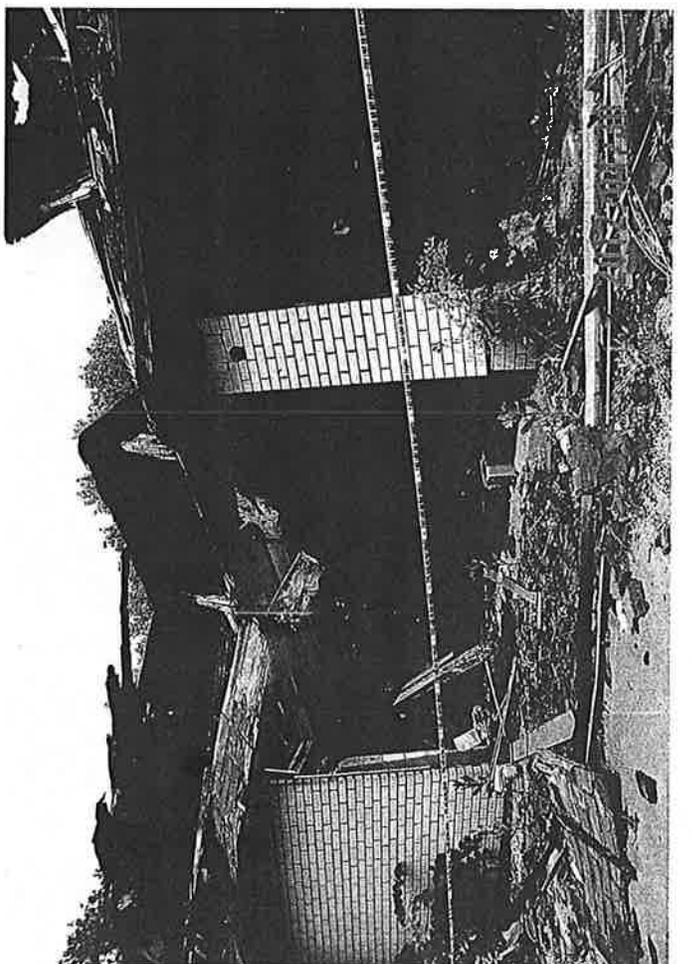
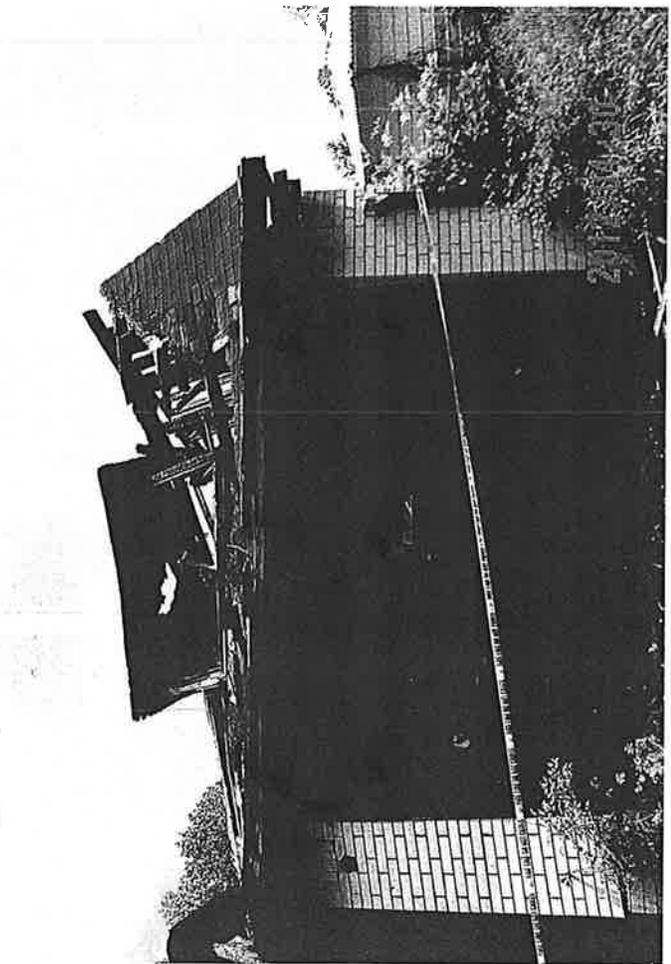
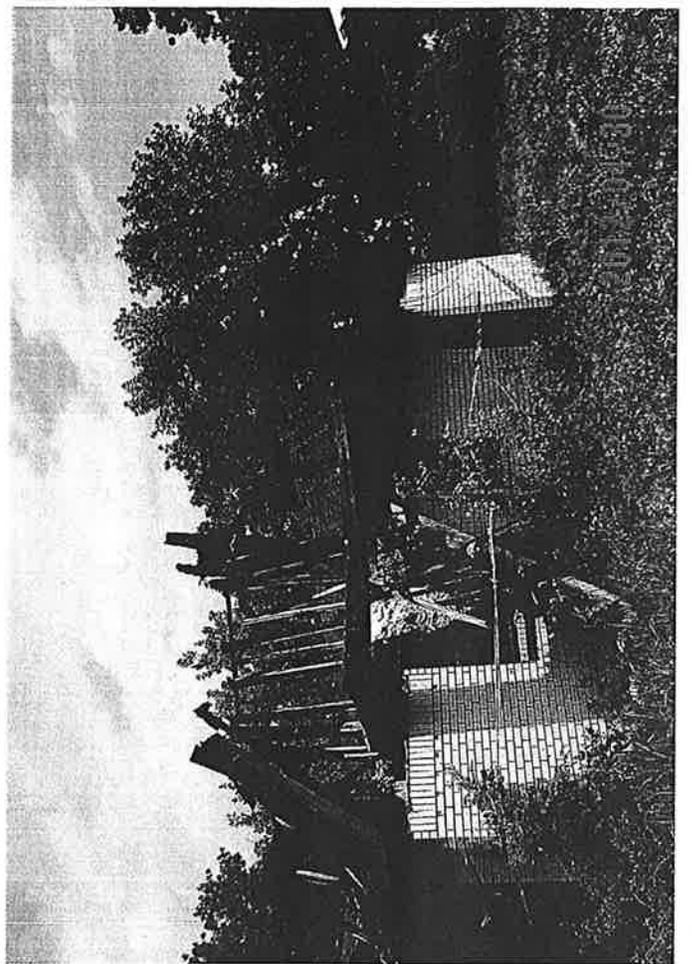
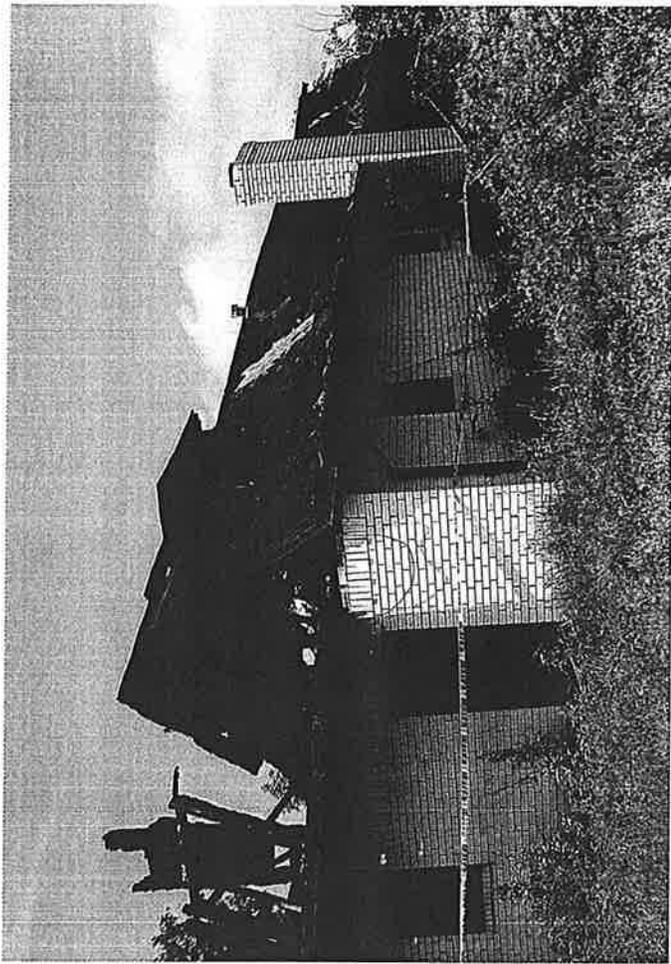


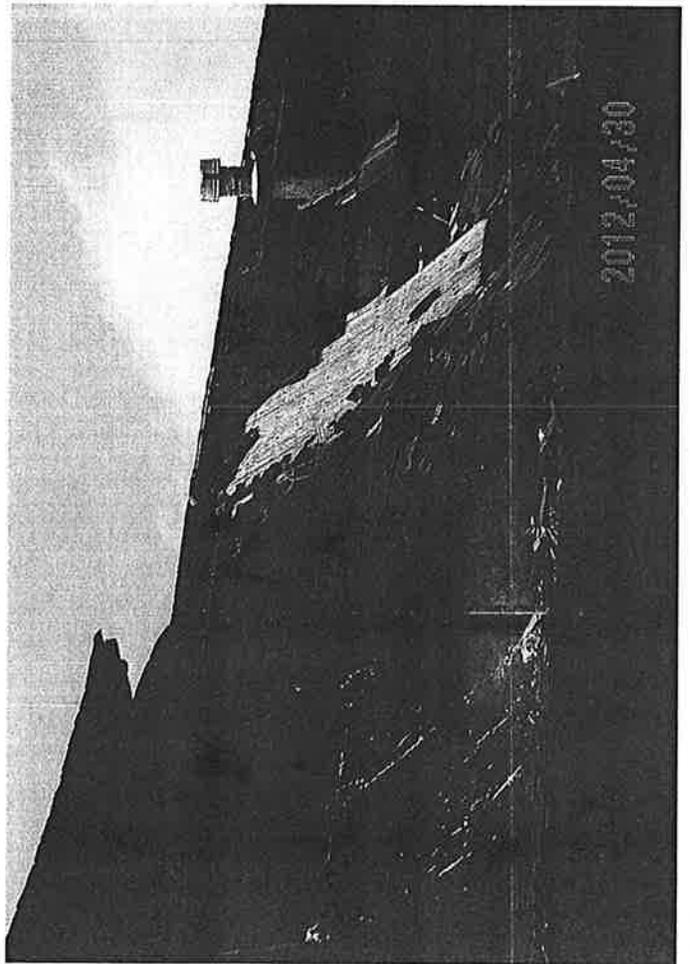
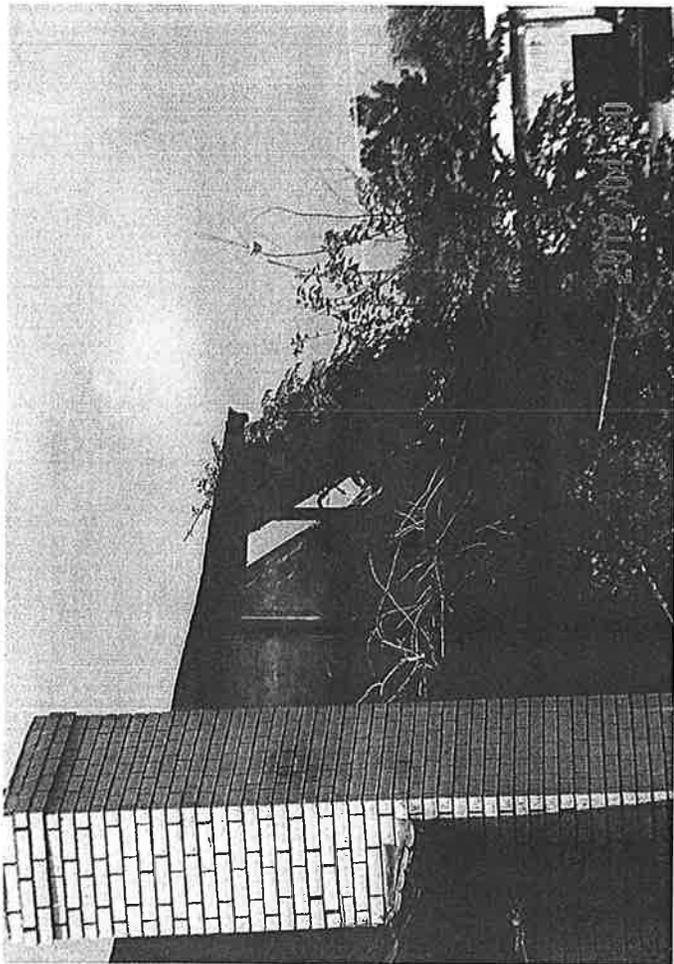
1426 Phoenix Ave

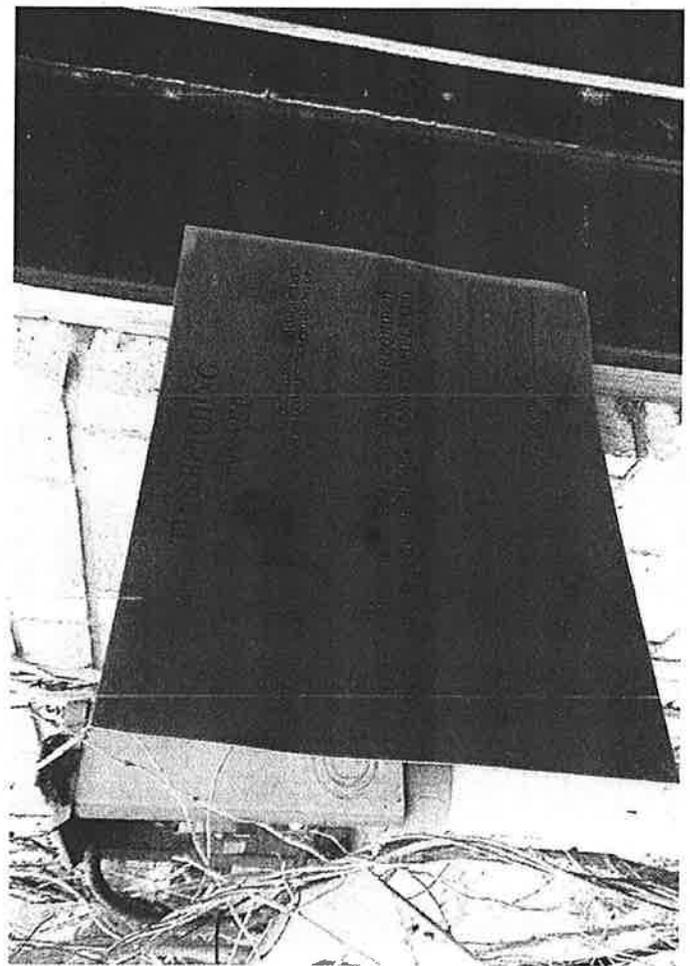
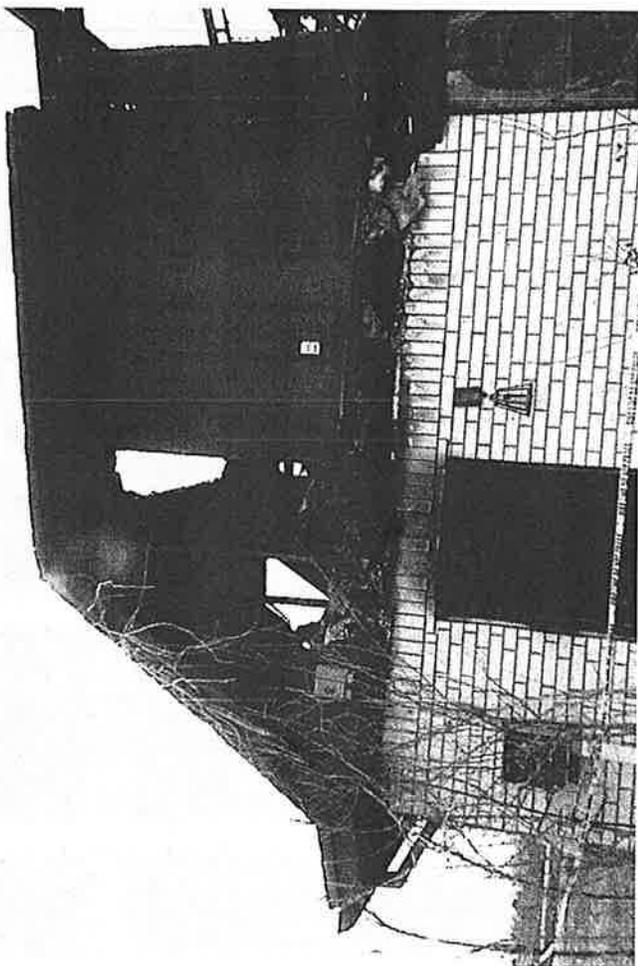
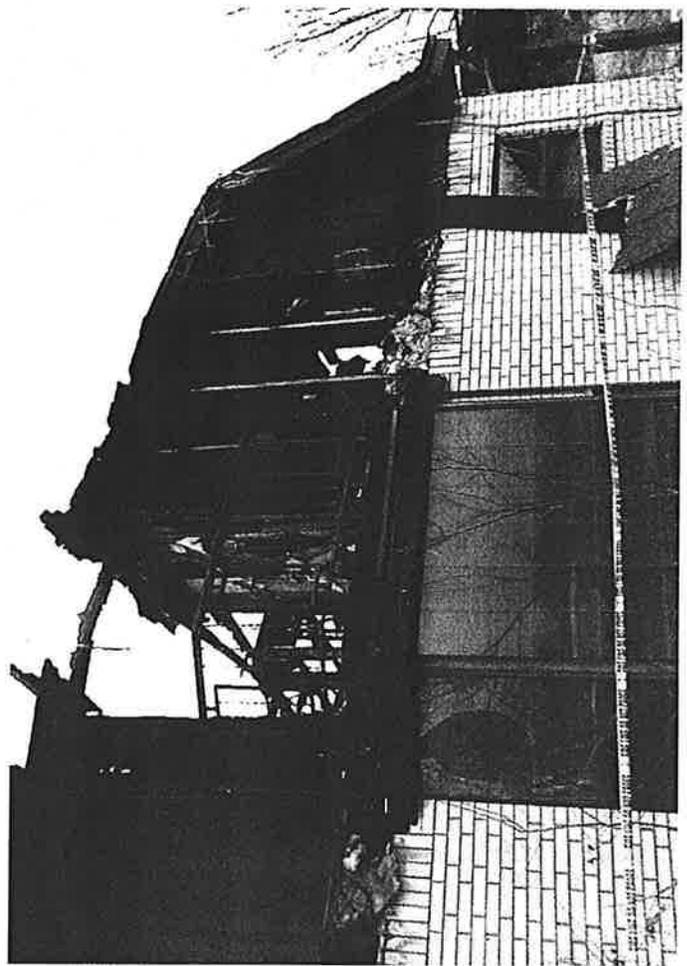
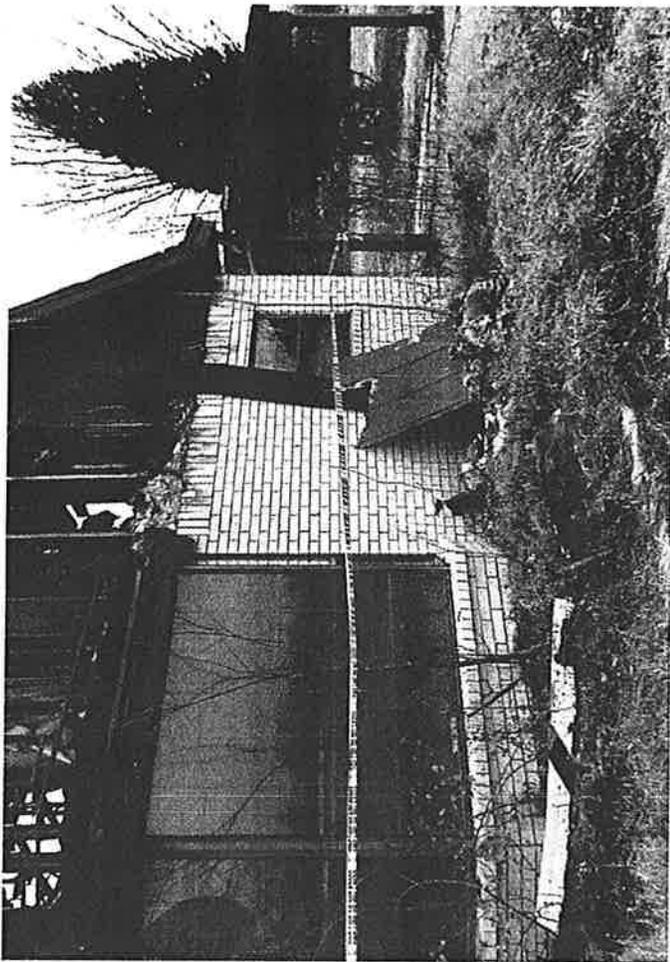


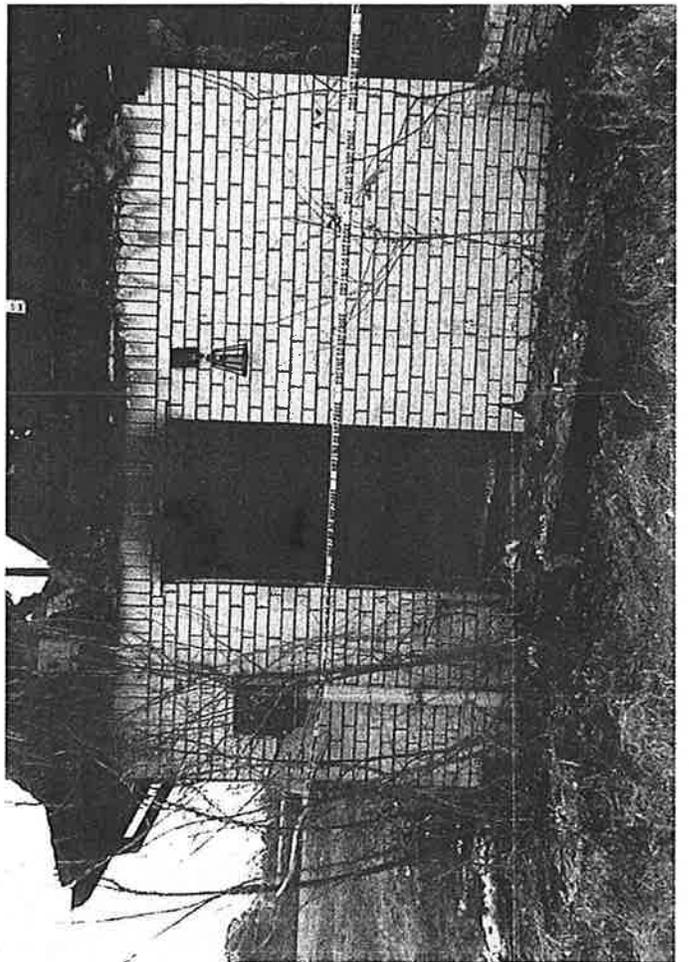
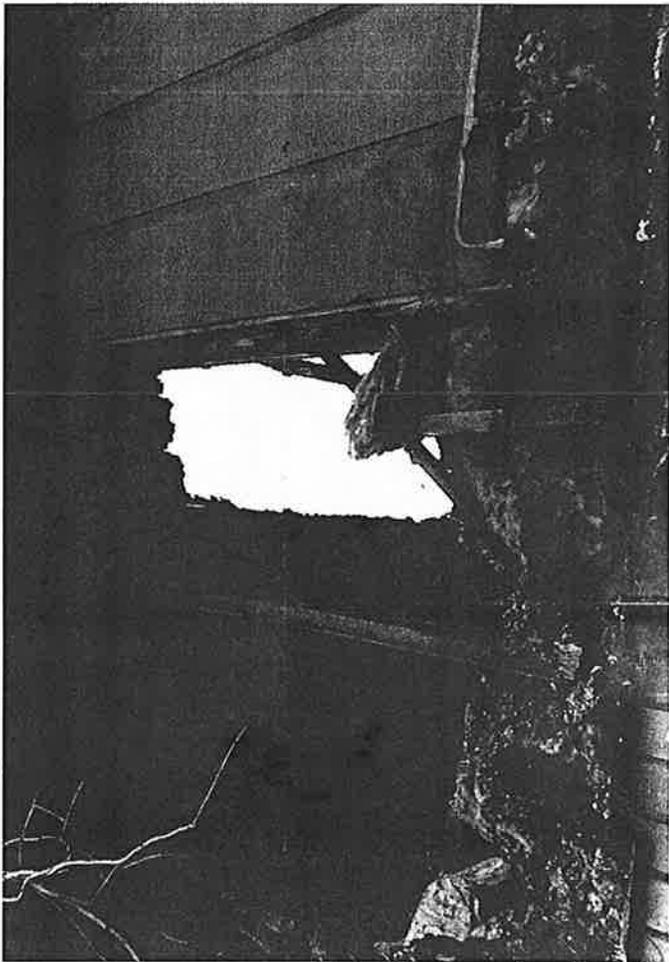
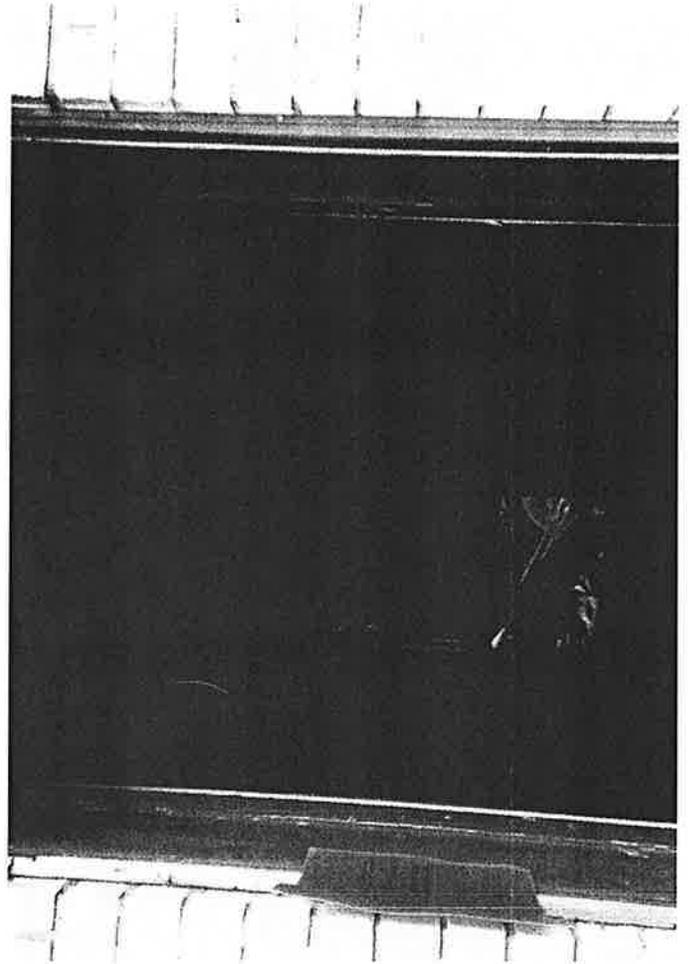
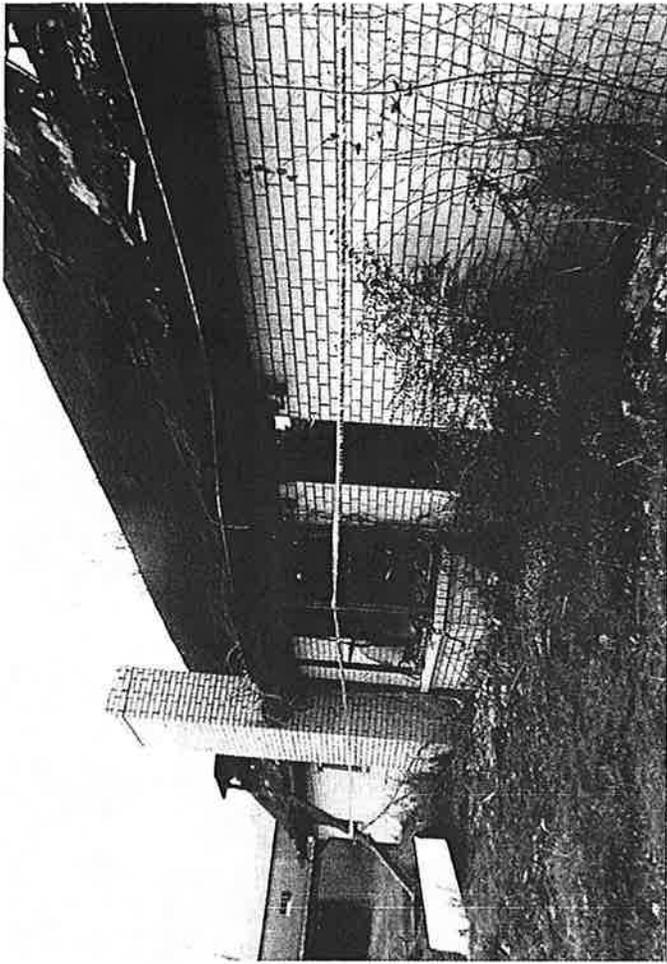


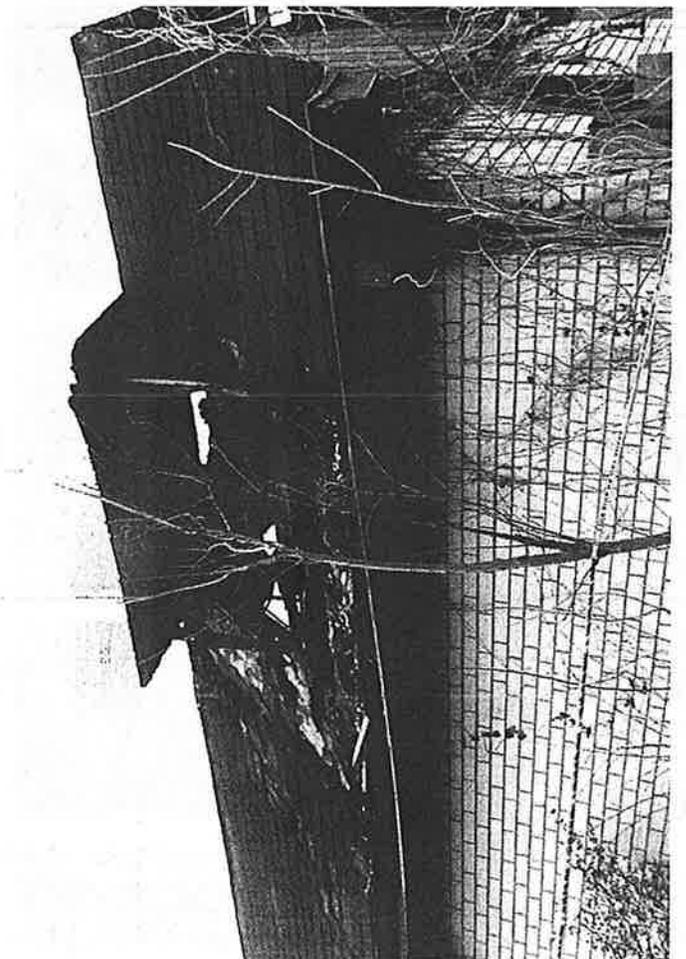
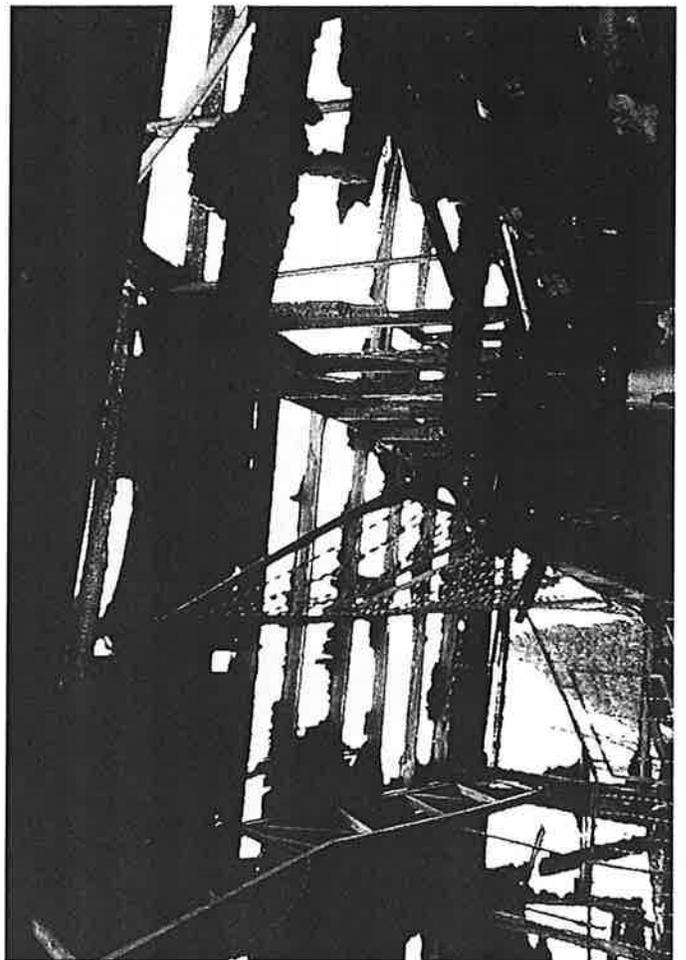
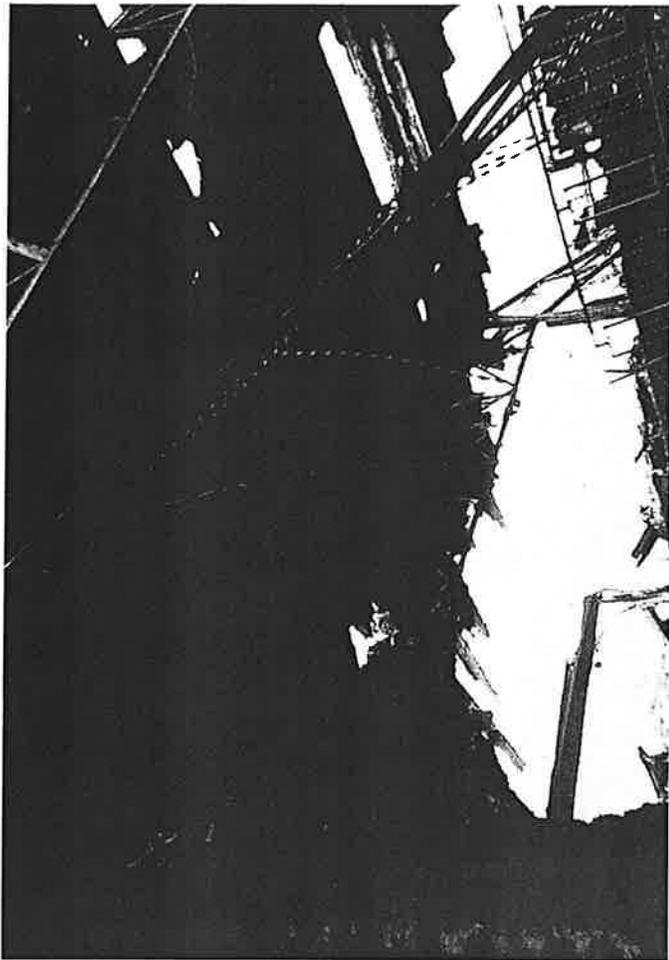


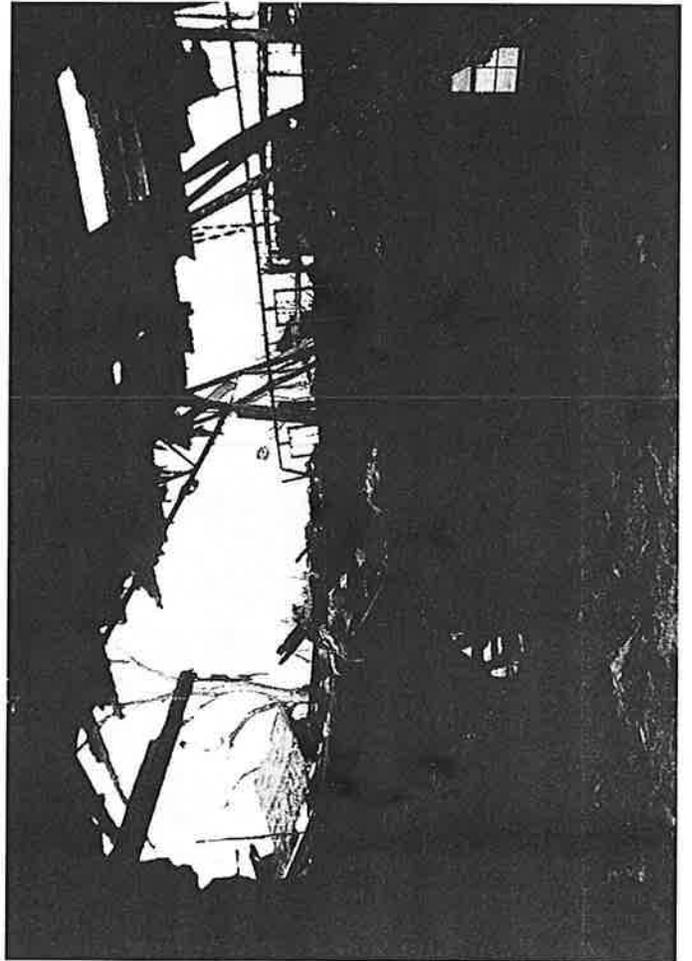
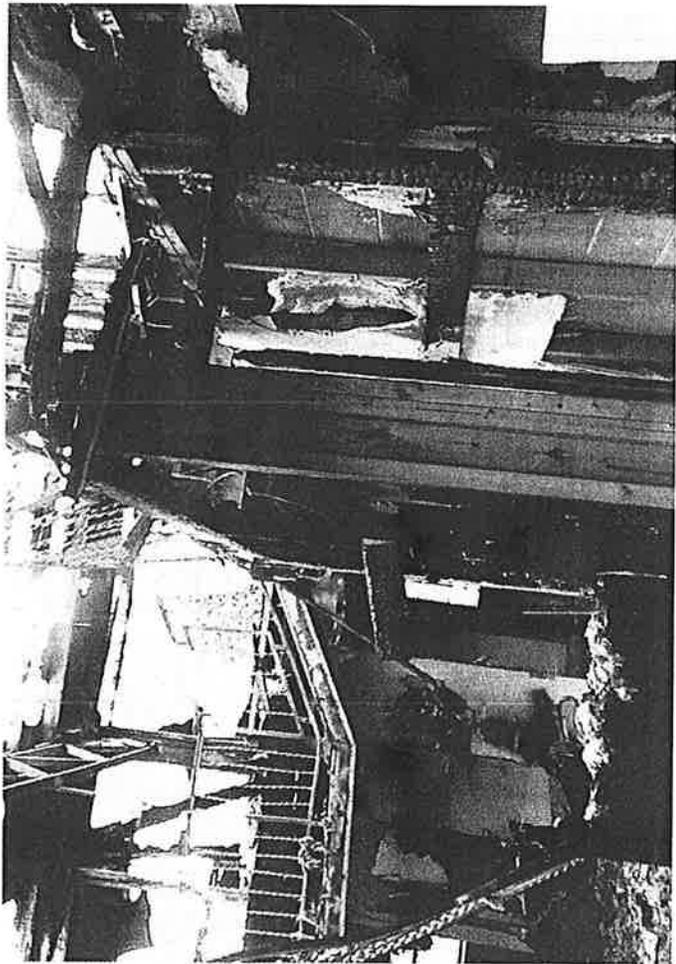
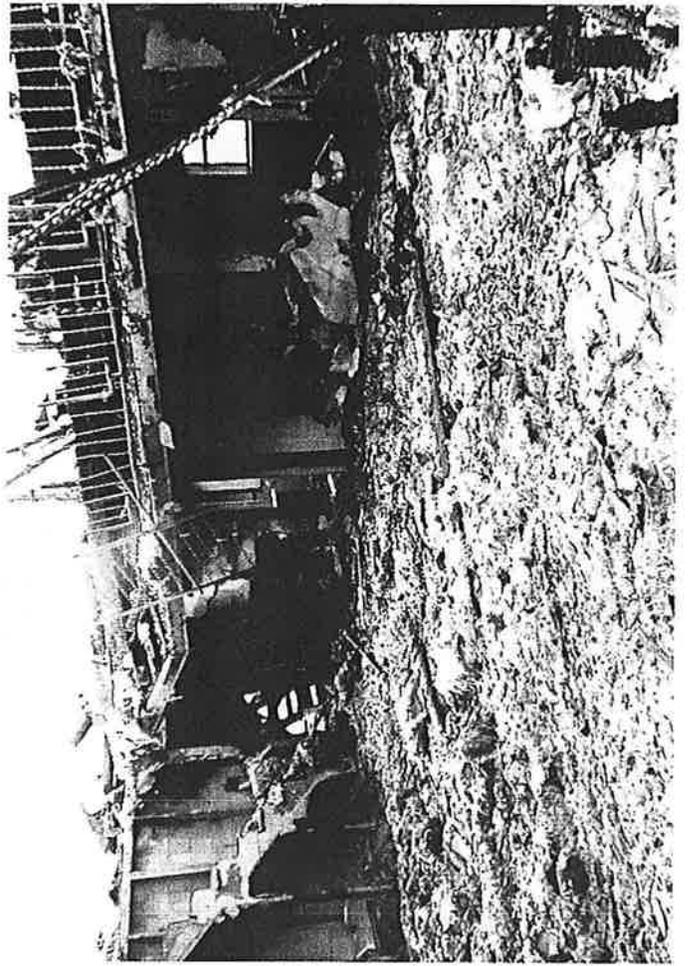
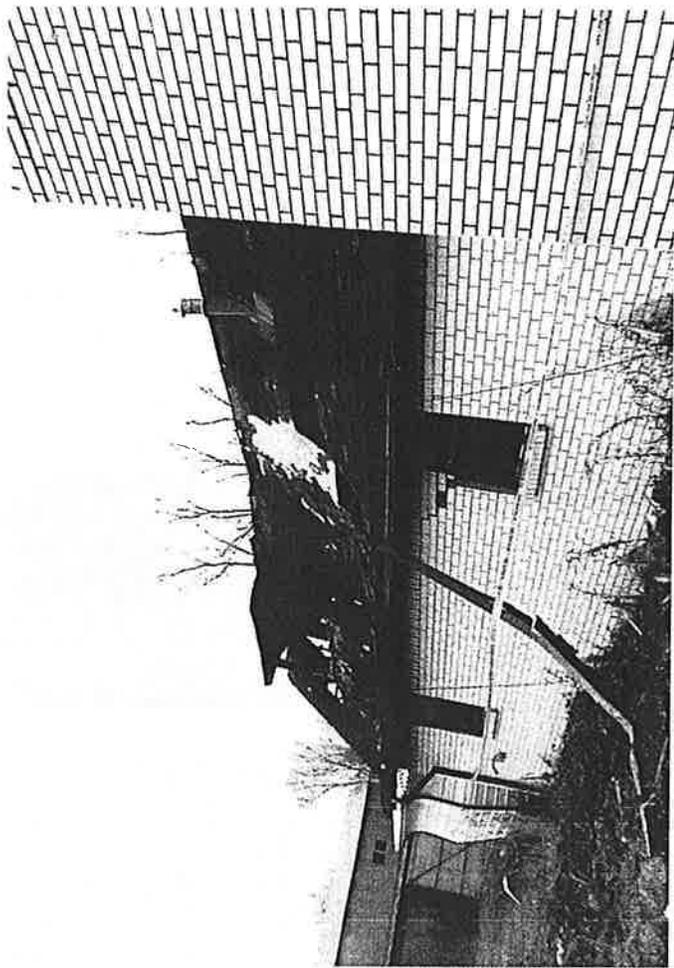


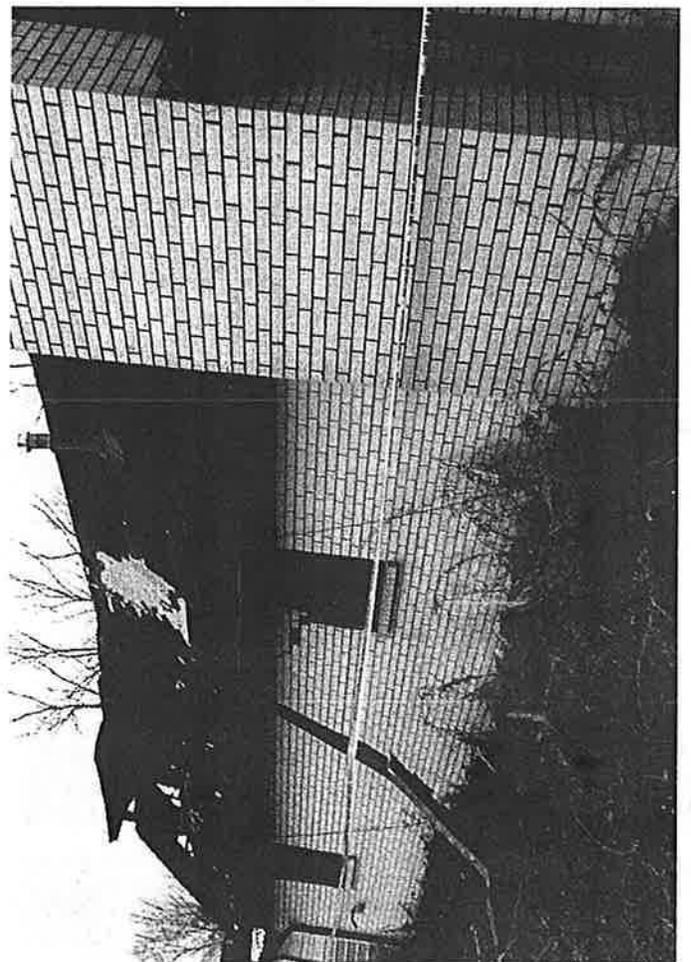
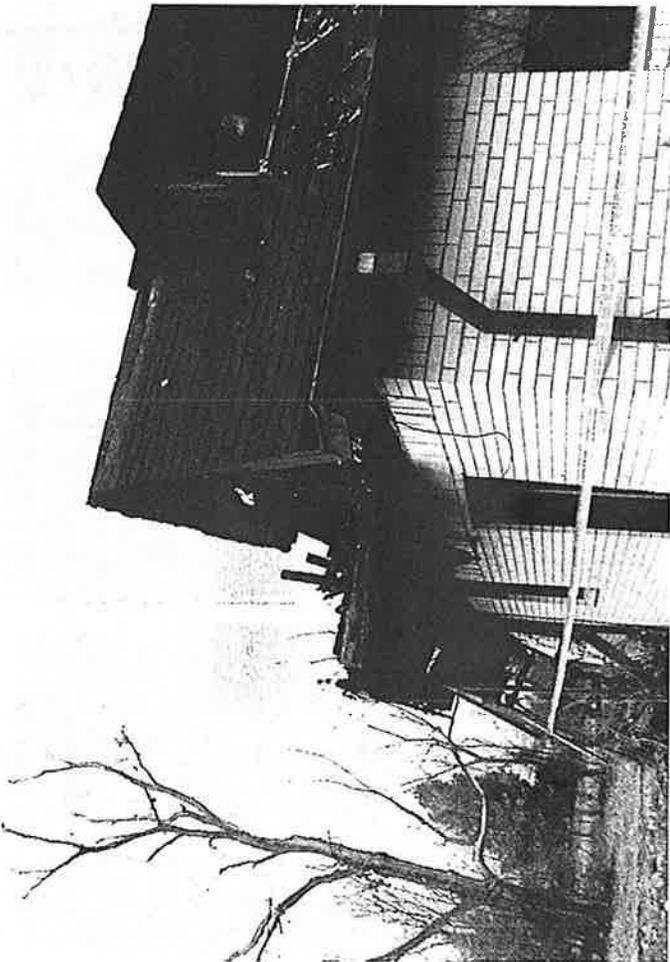
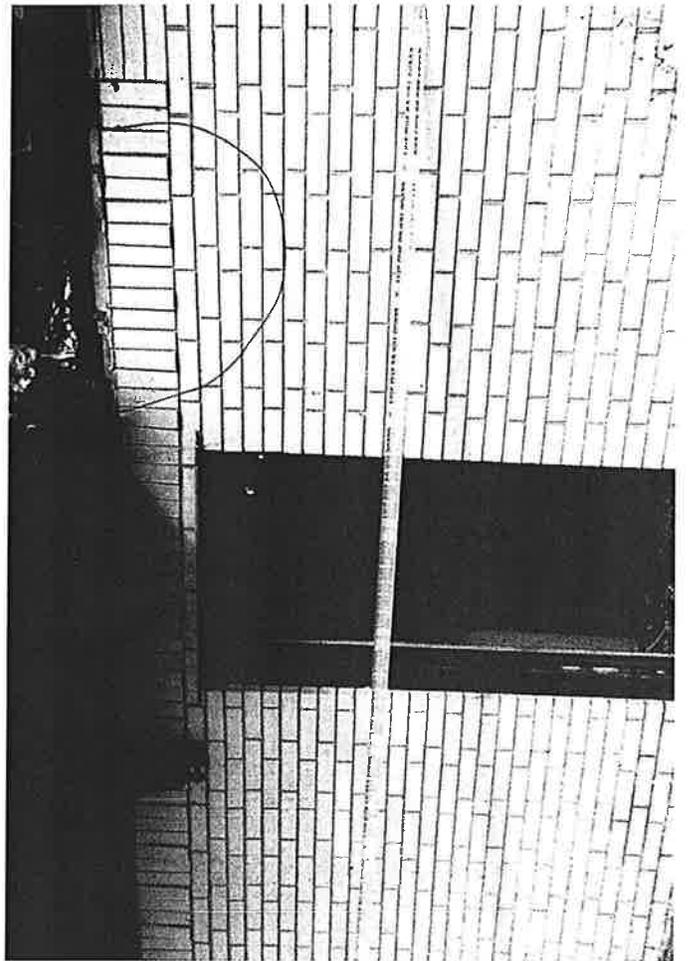
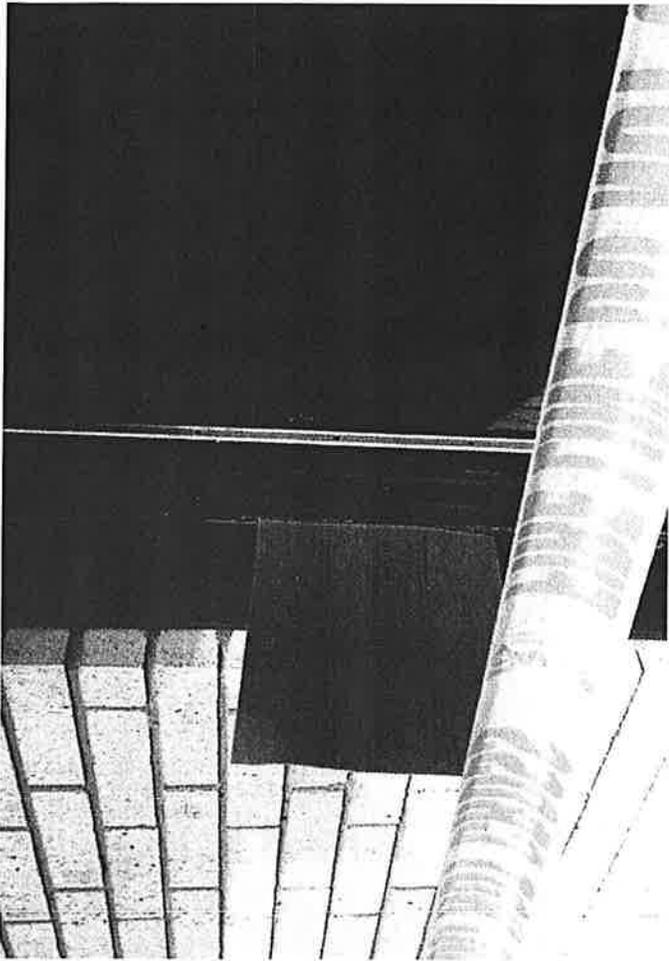


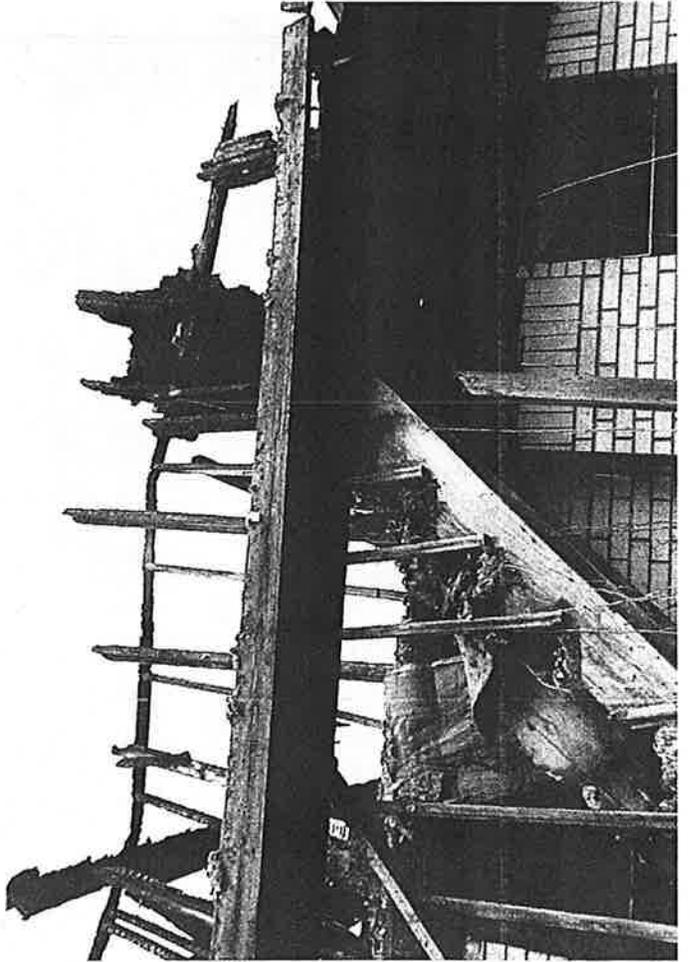
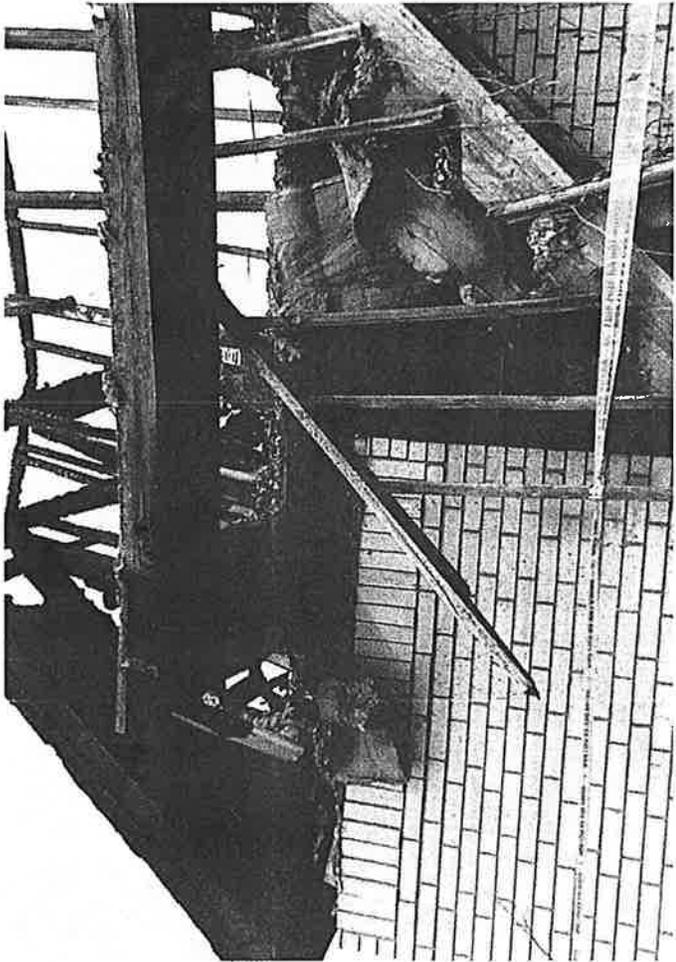
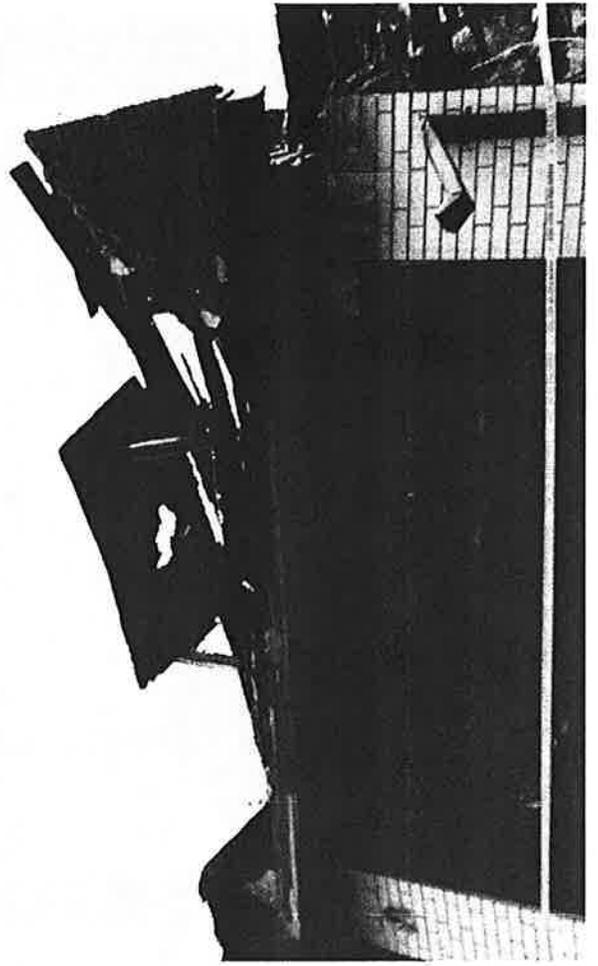
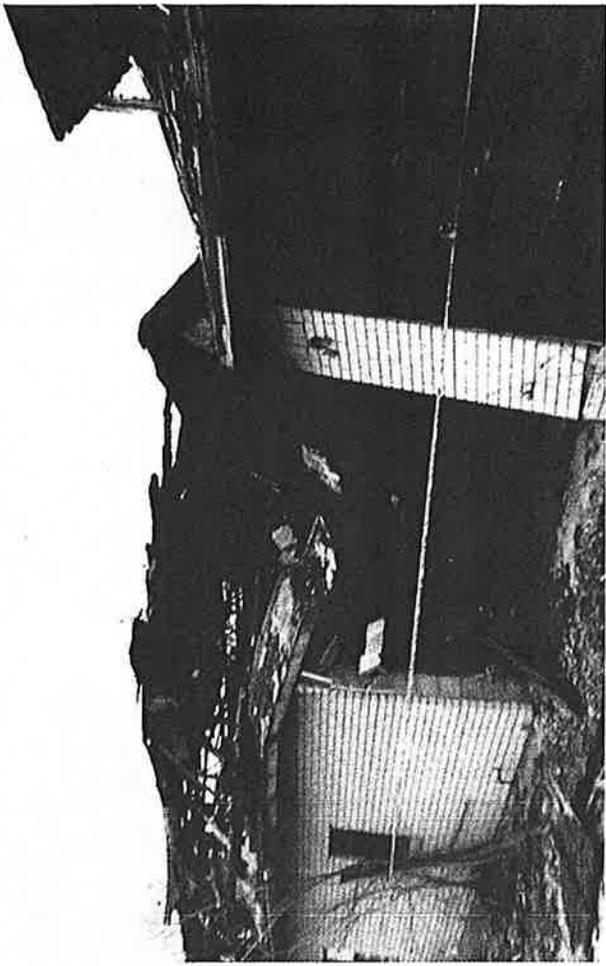


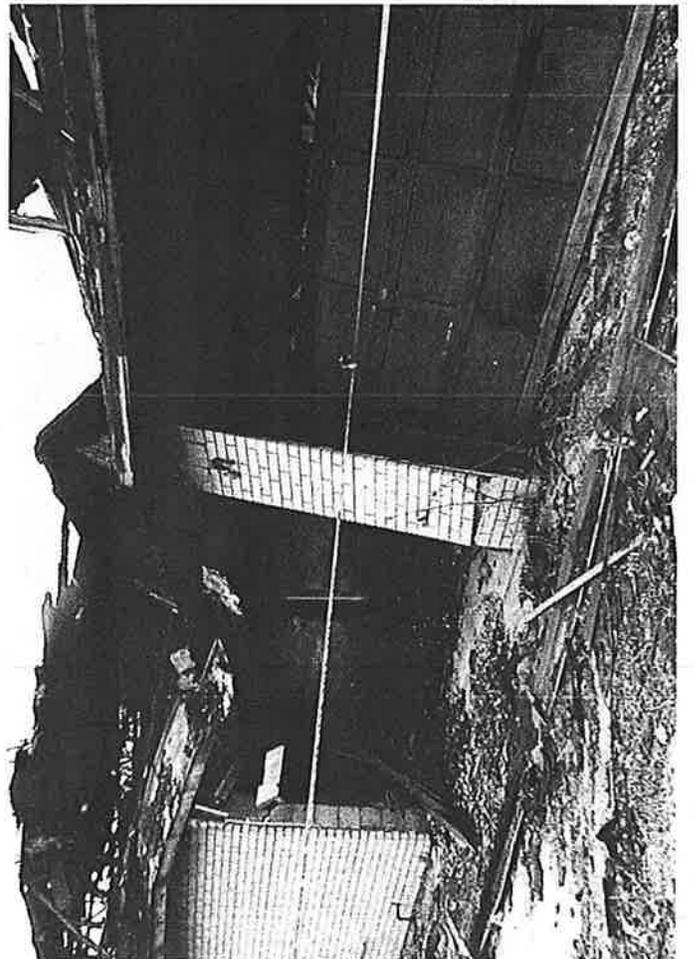
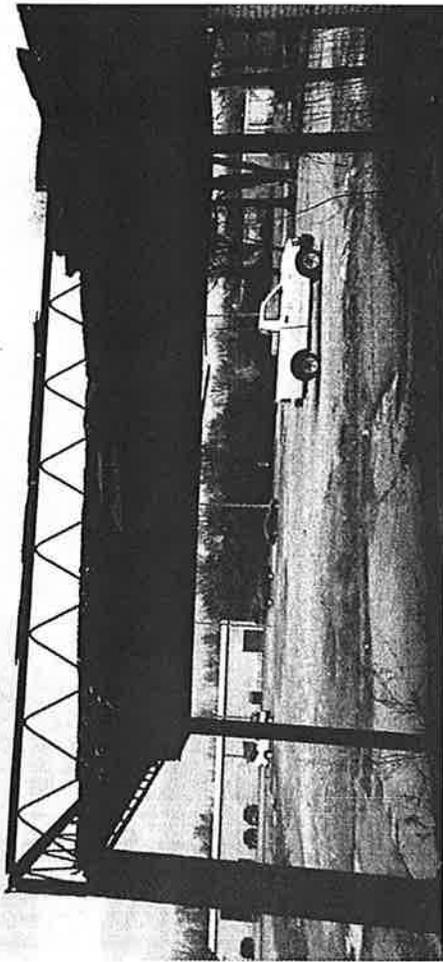


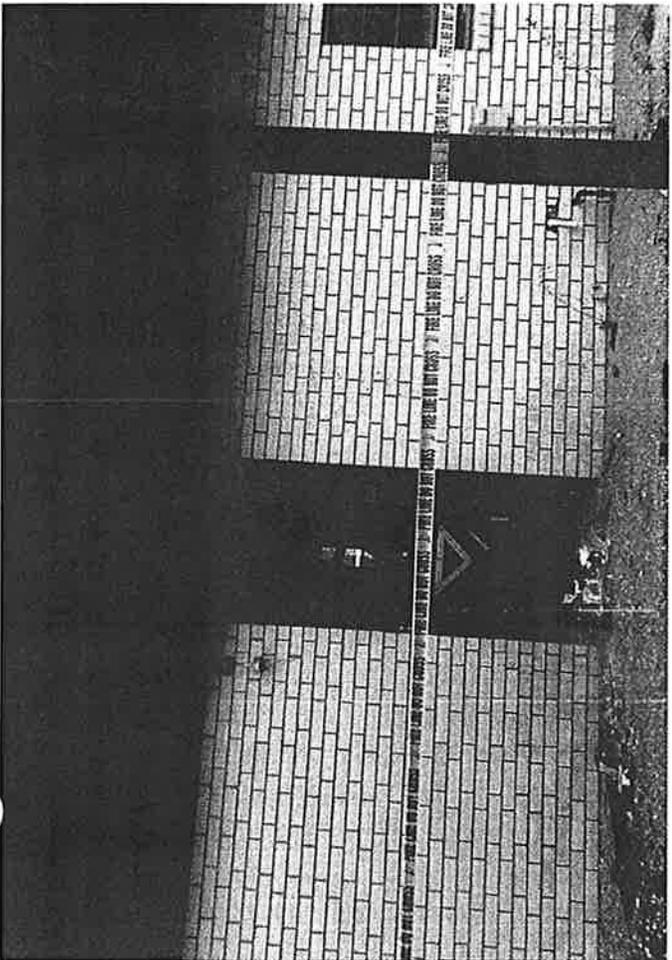
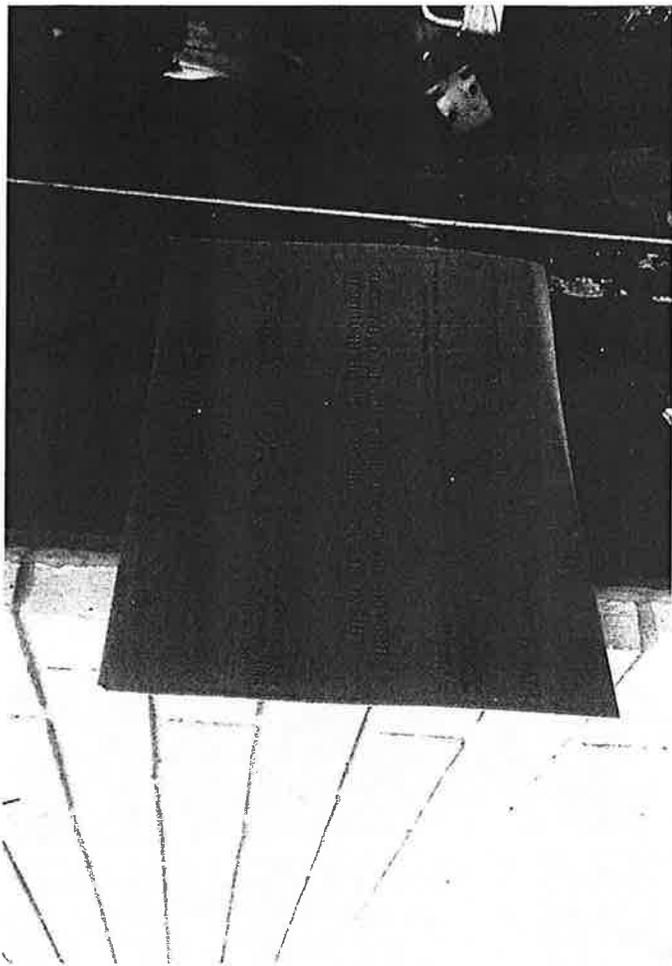


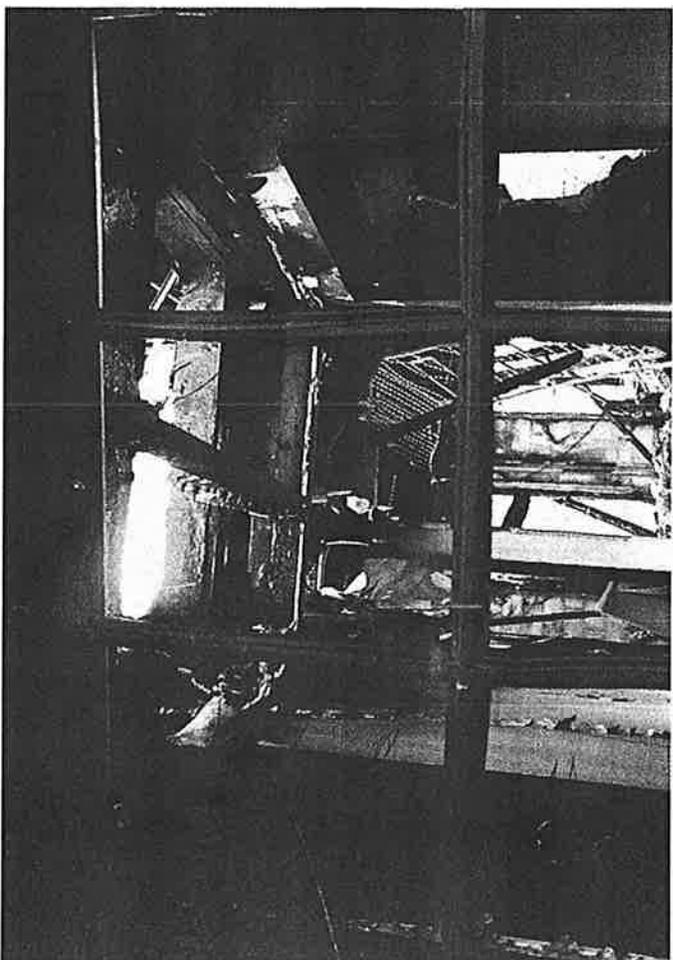
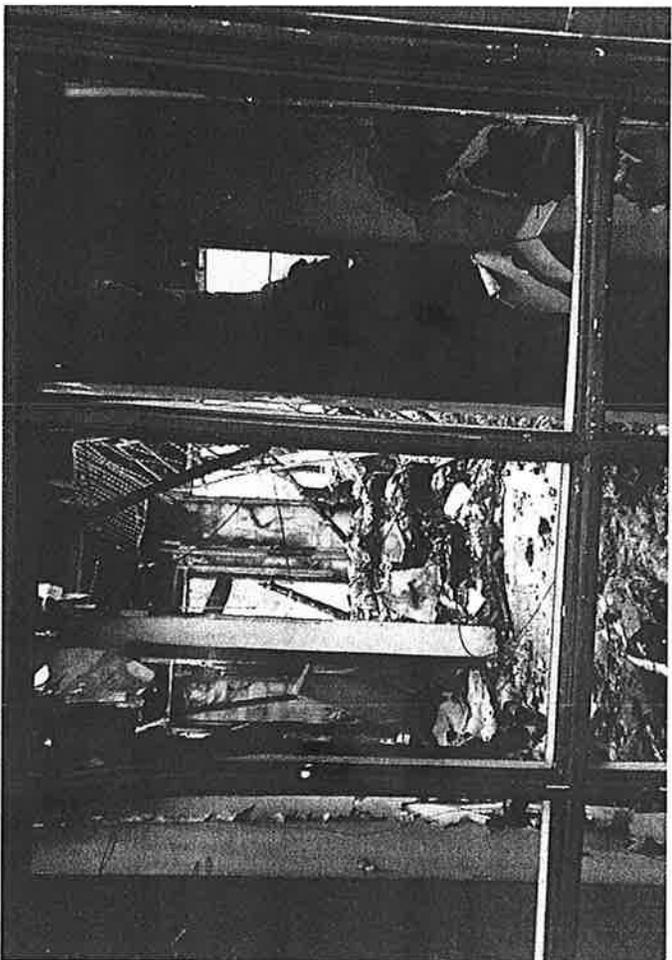
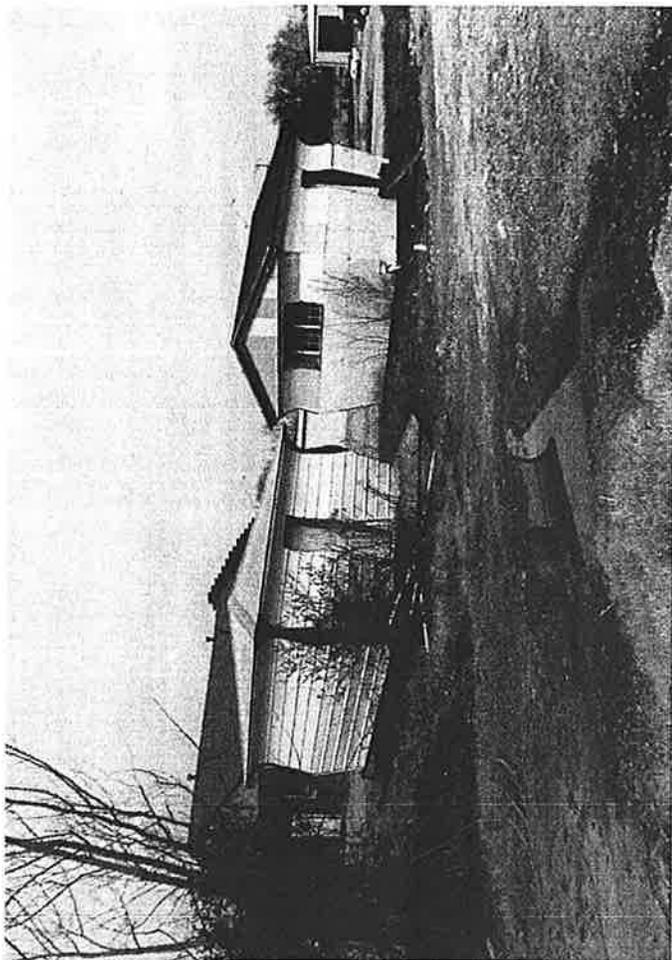






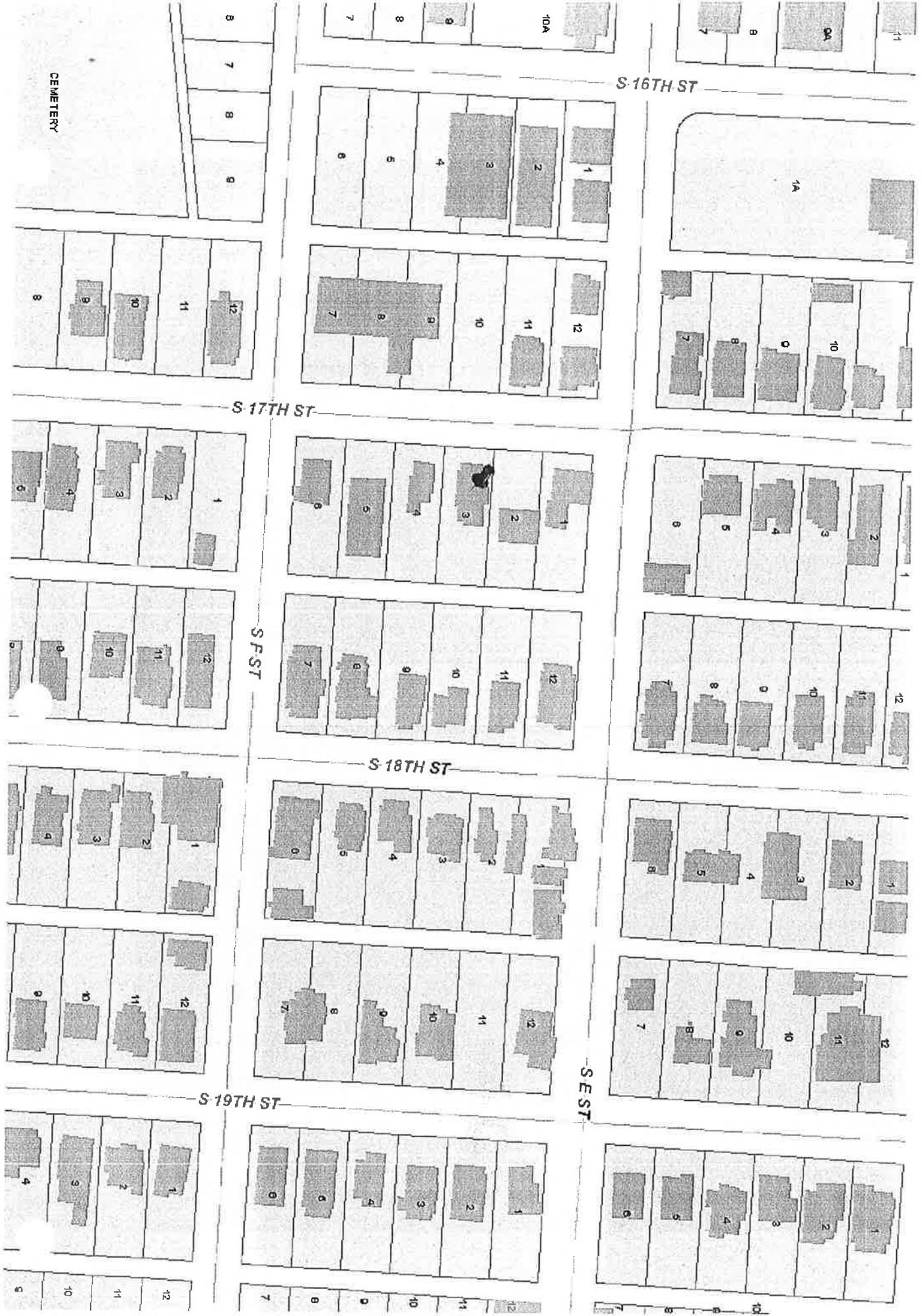


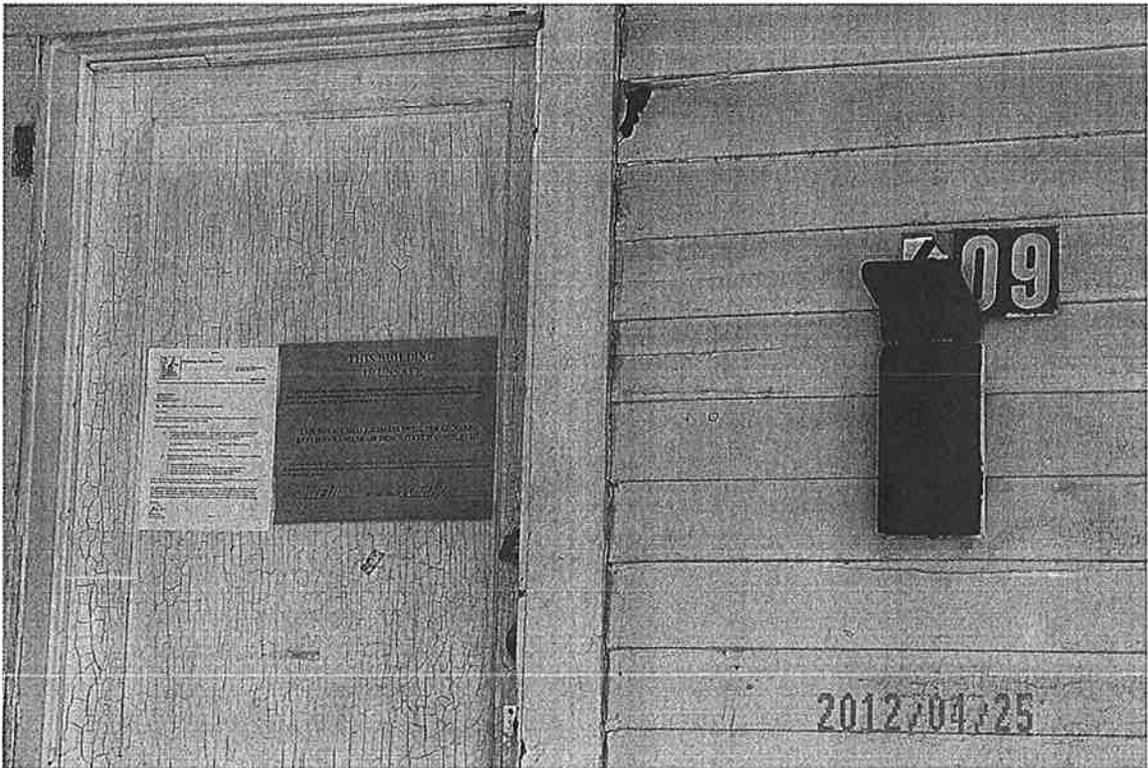
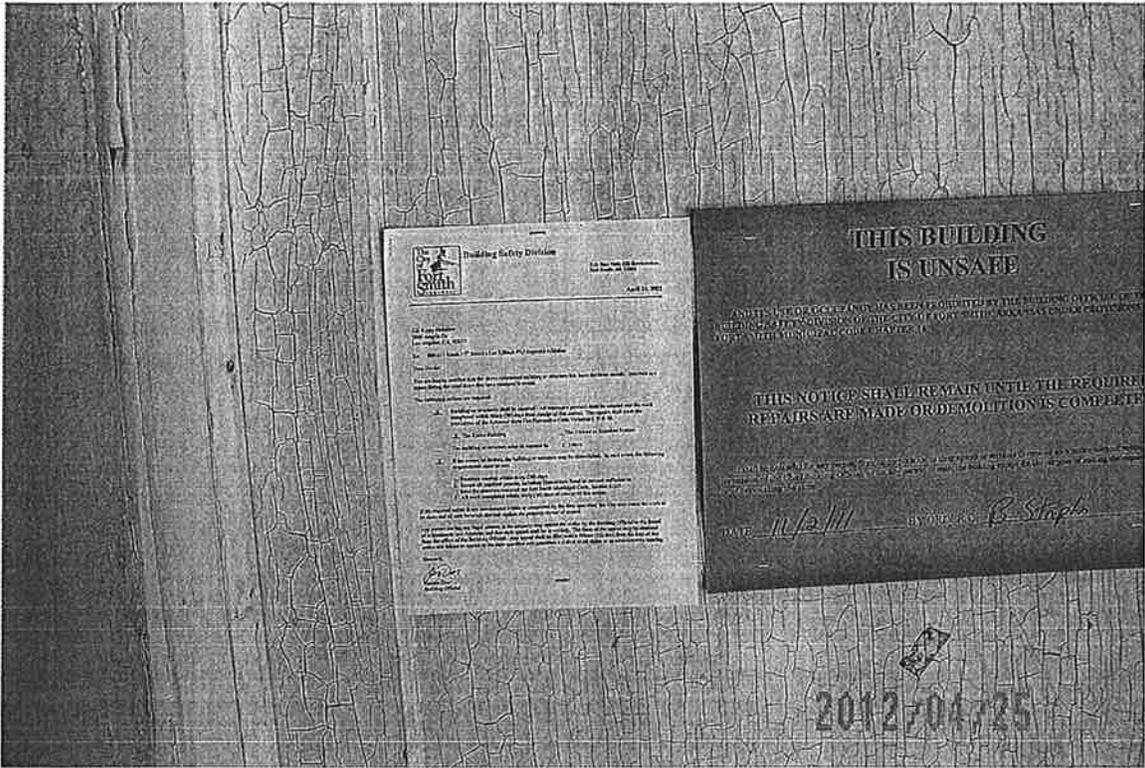


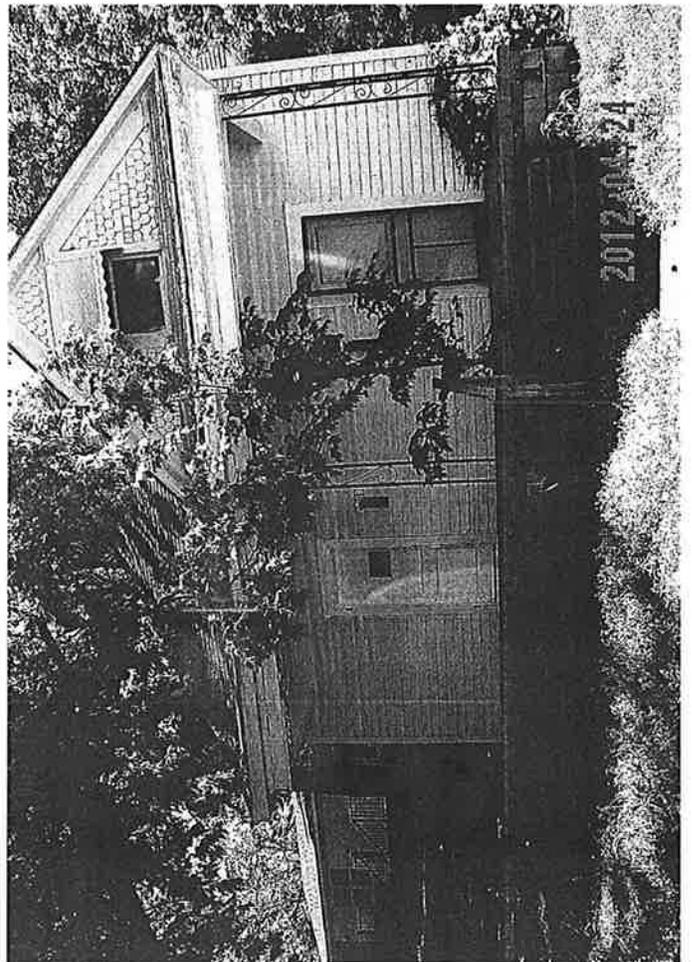
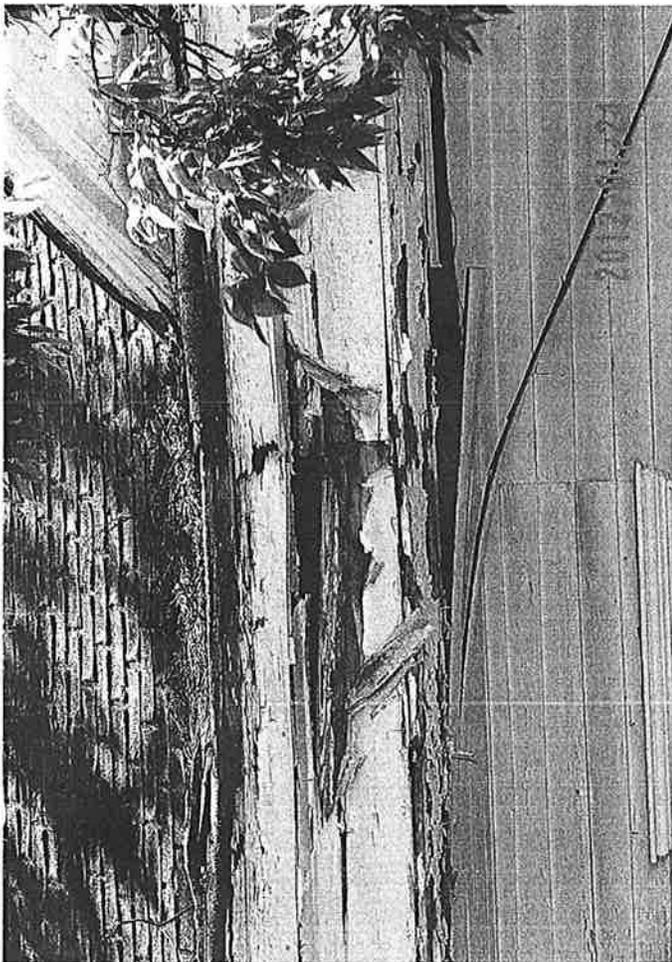
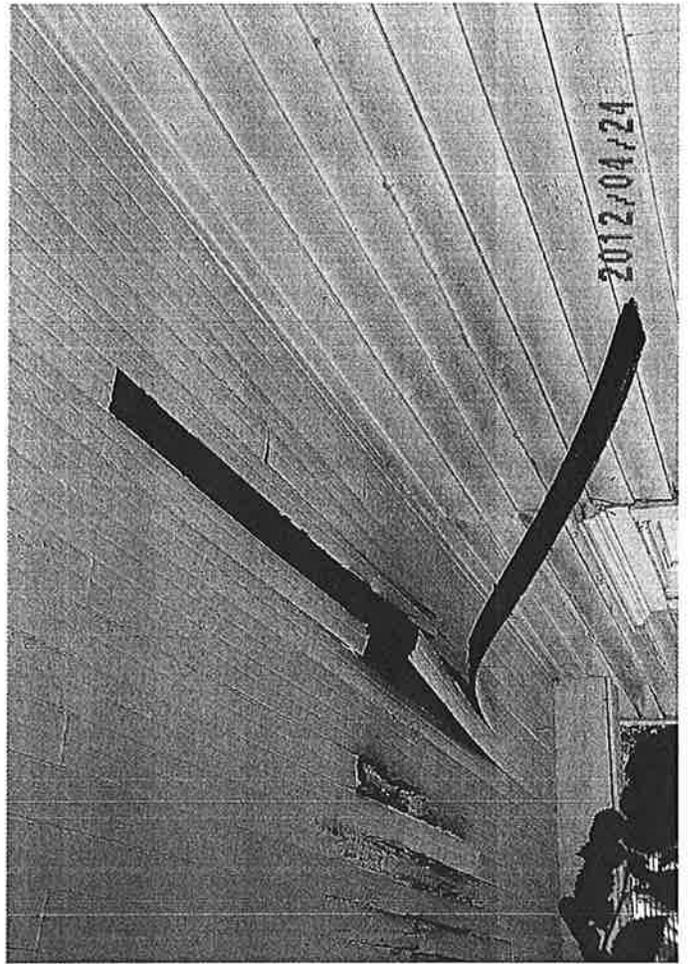
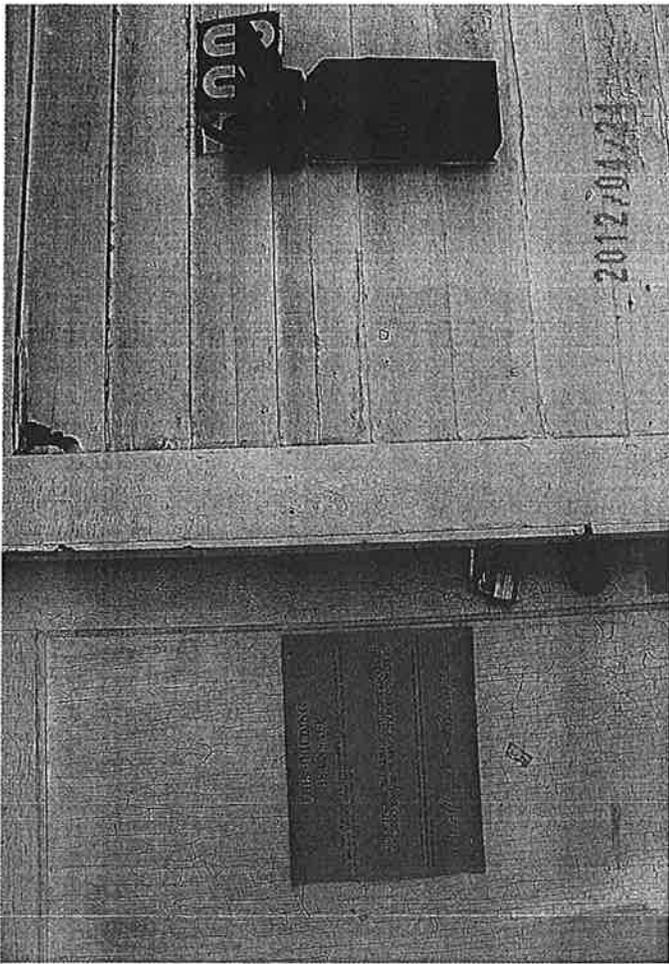


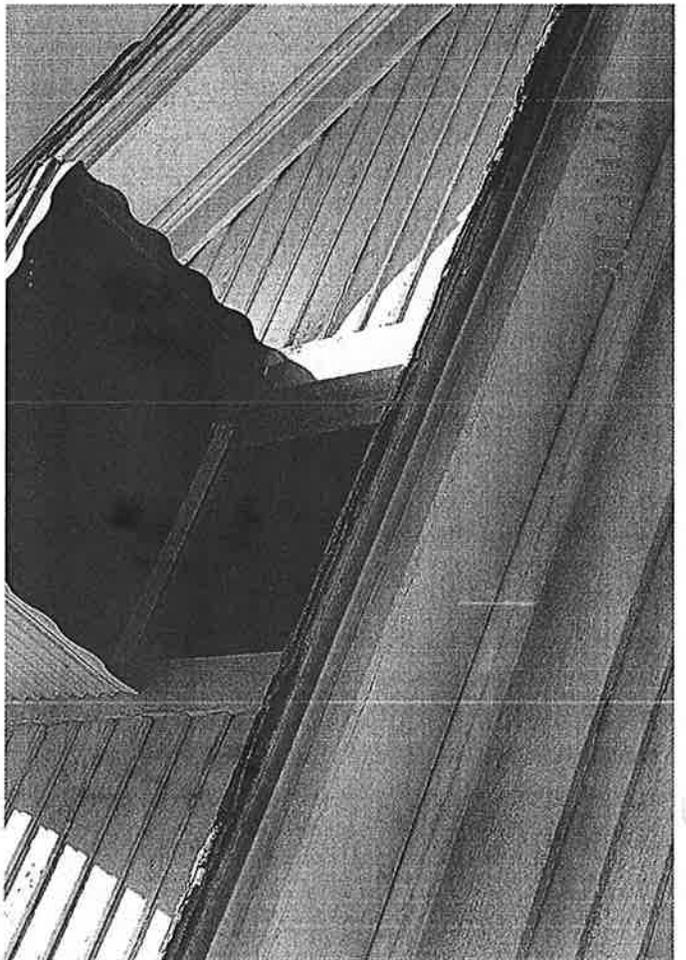
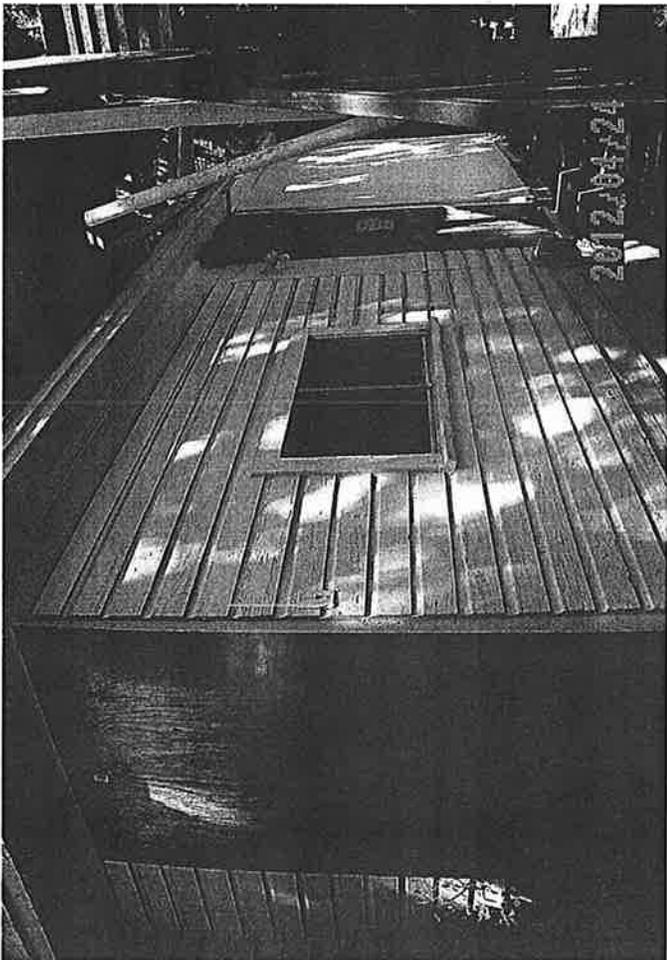
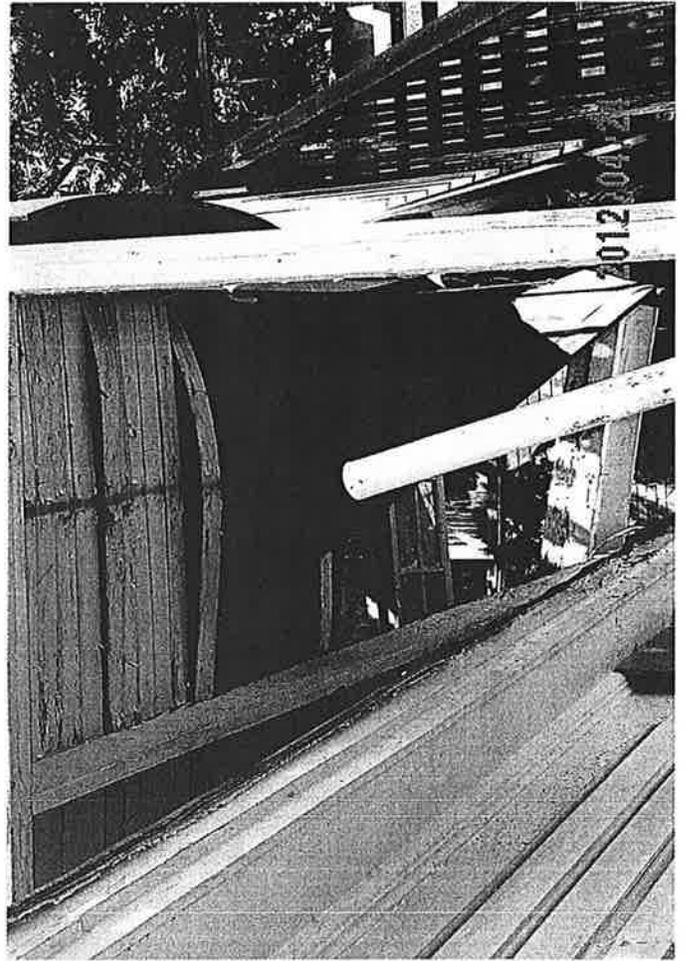
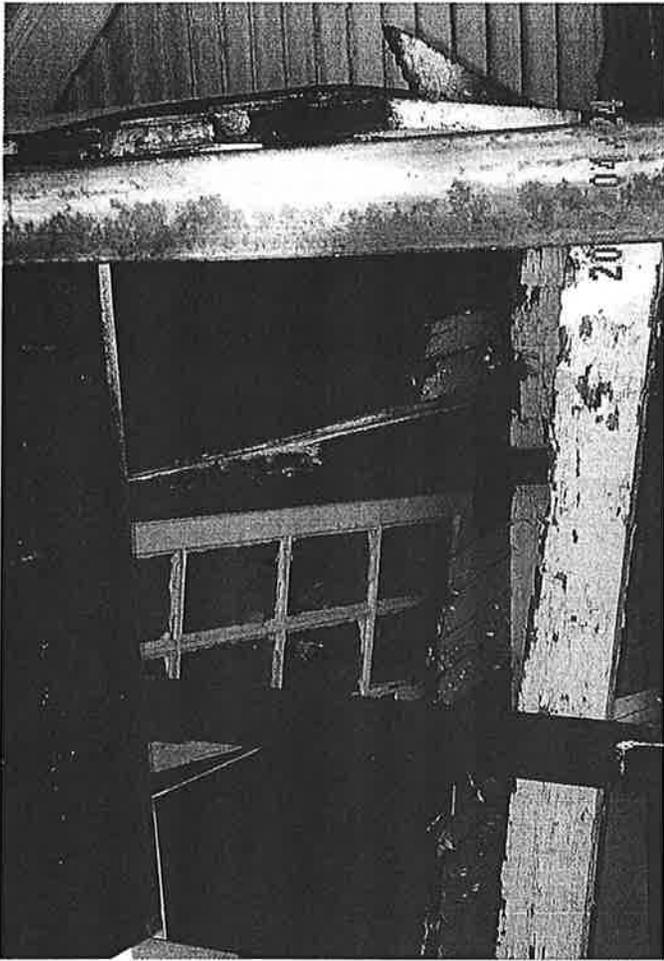
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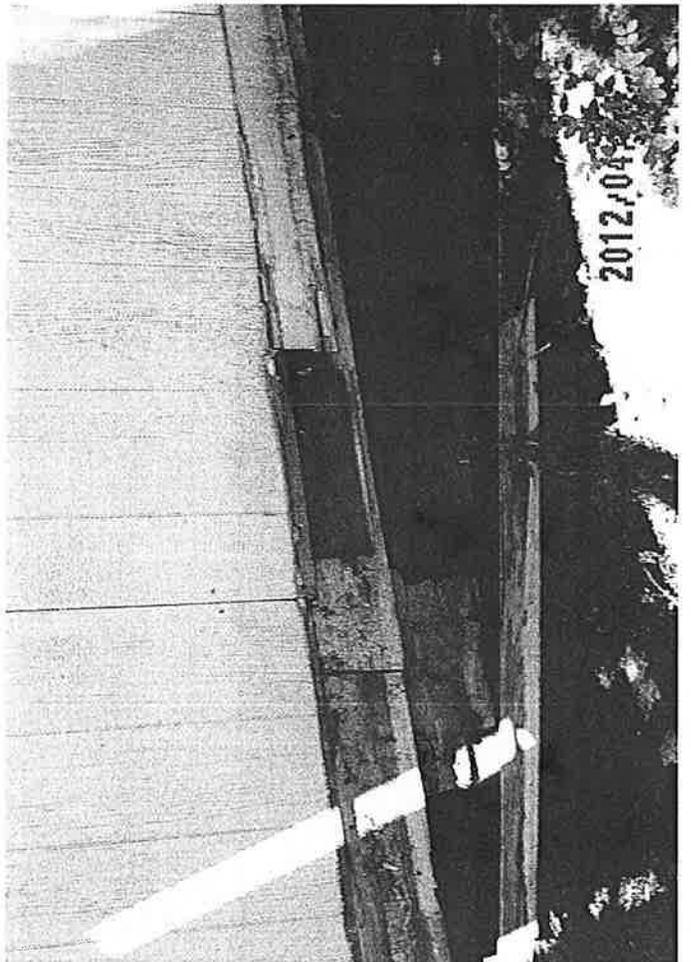
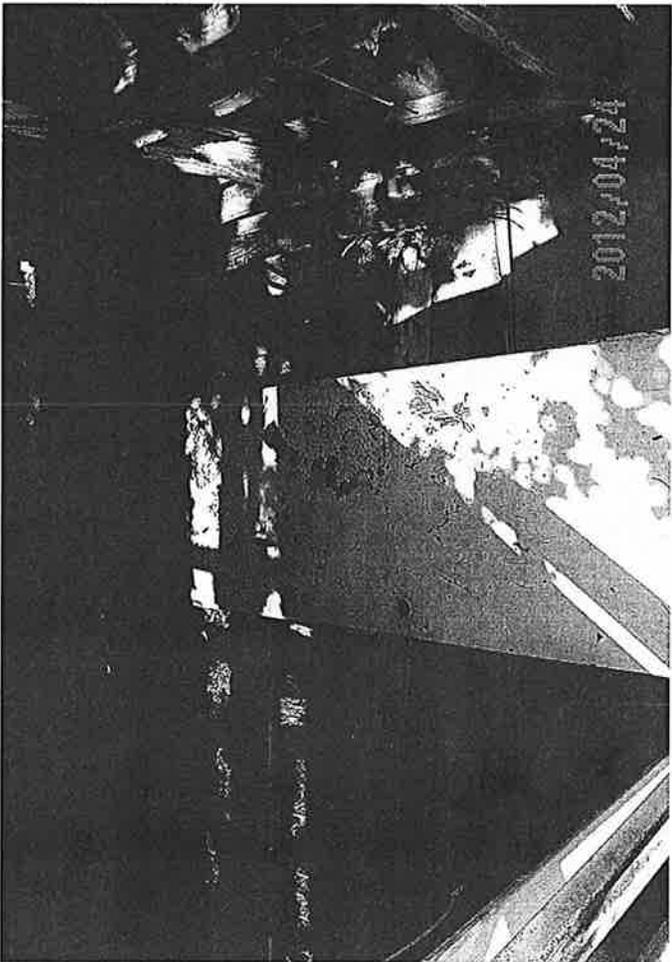
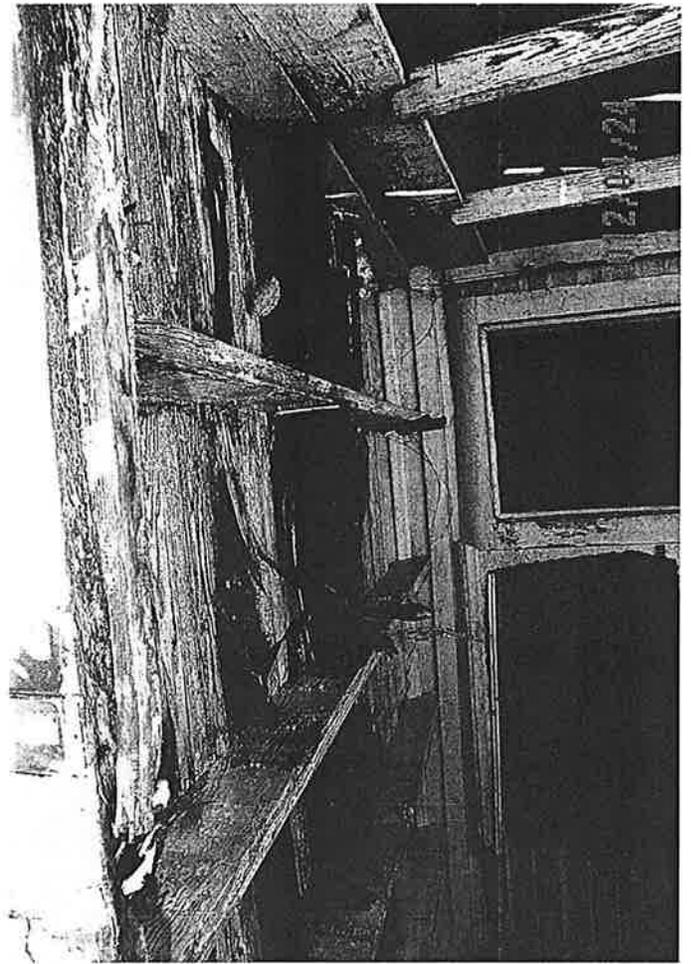
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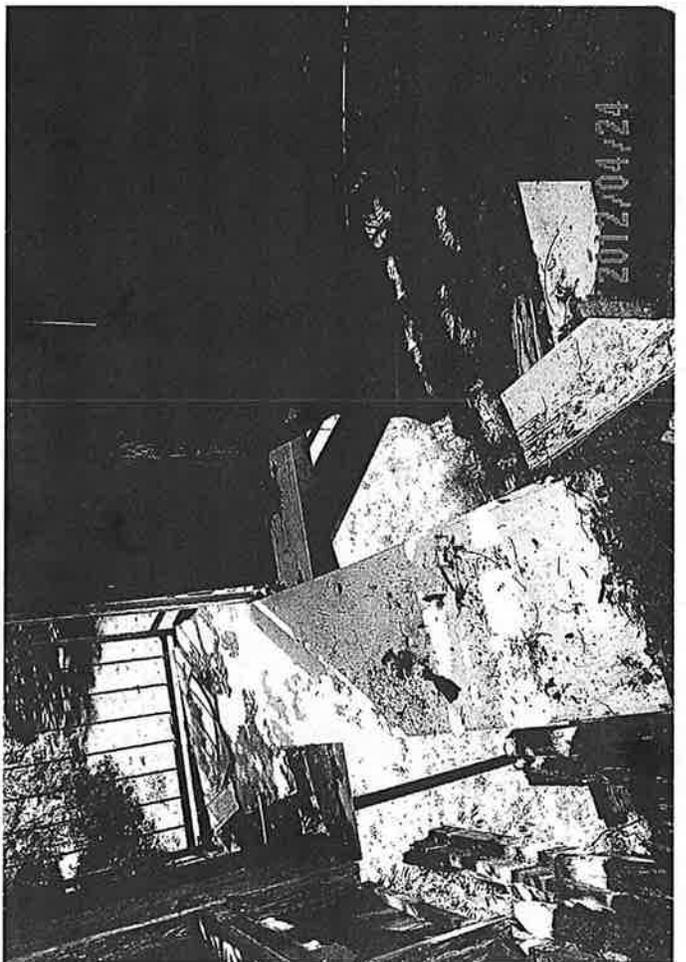
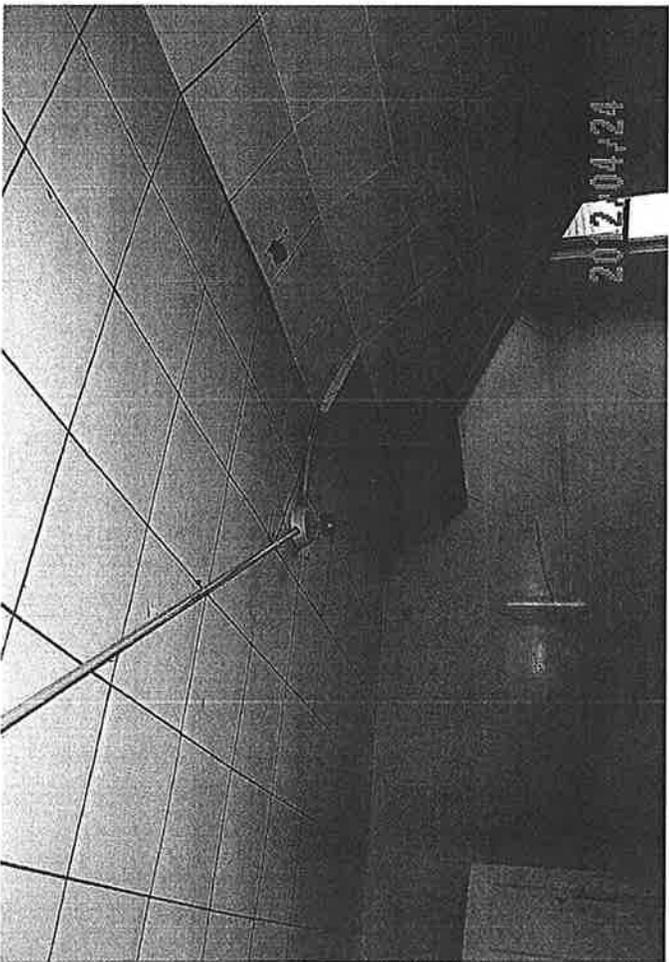
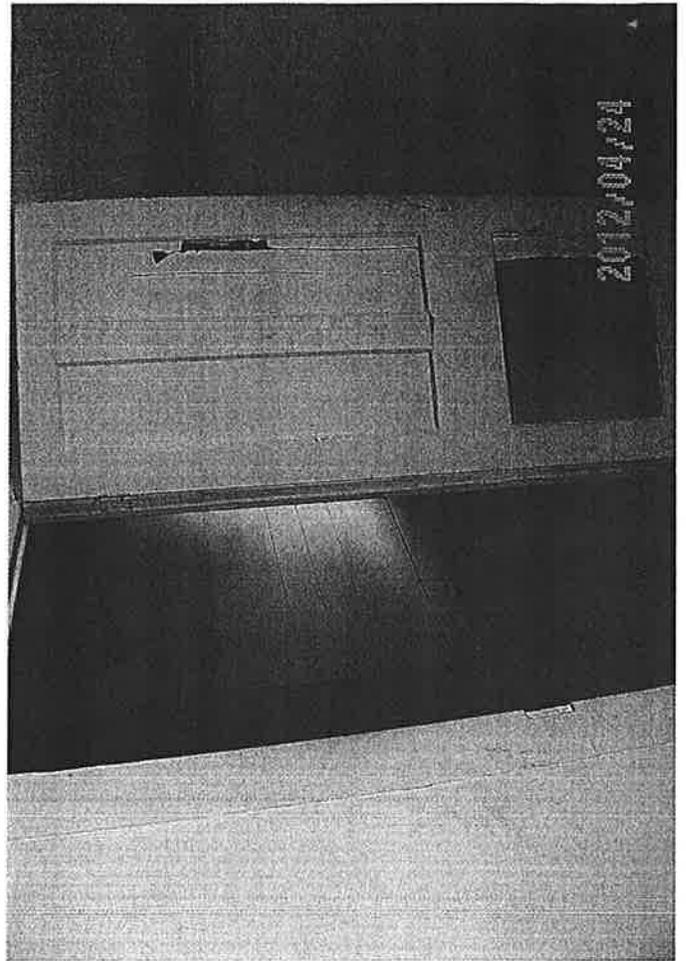
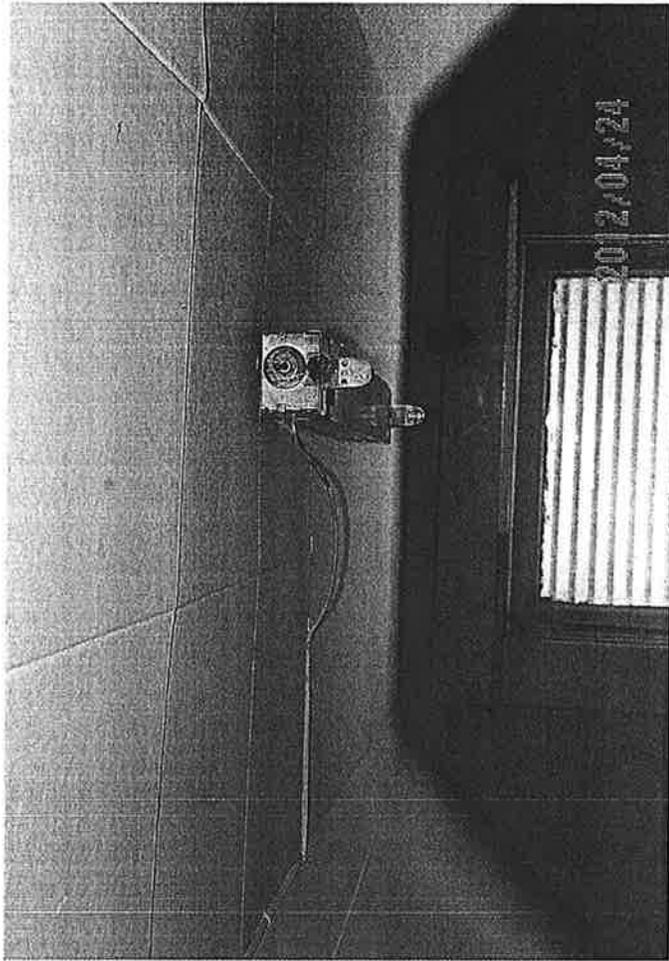


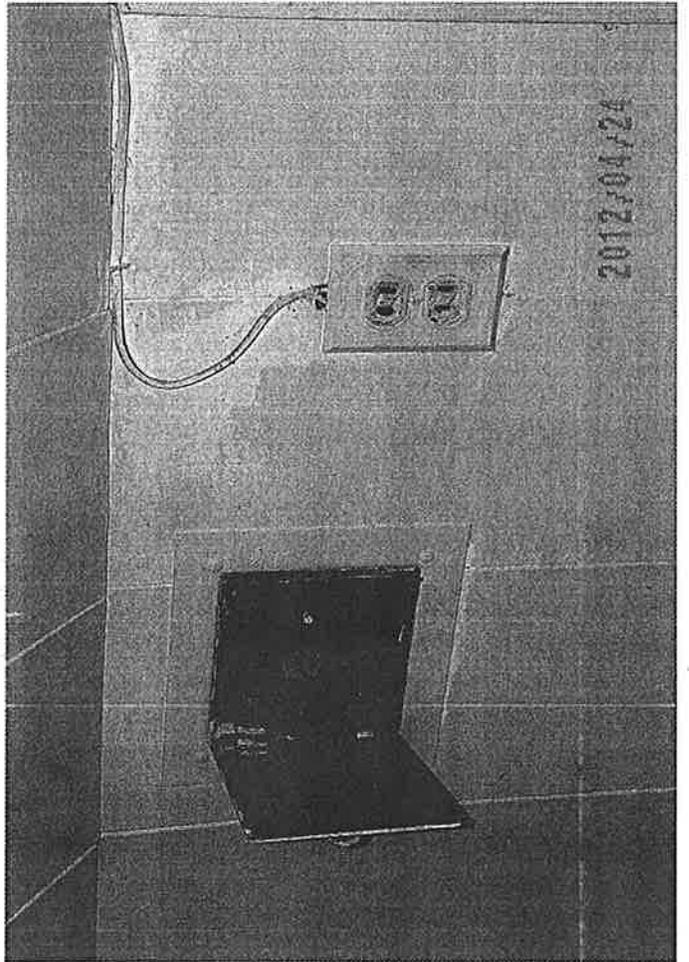
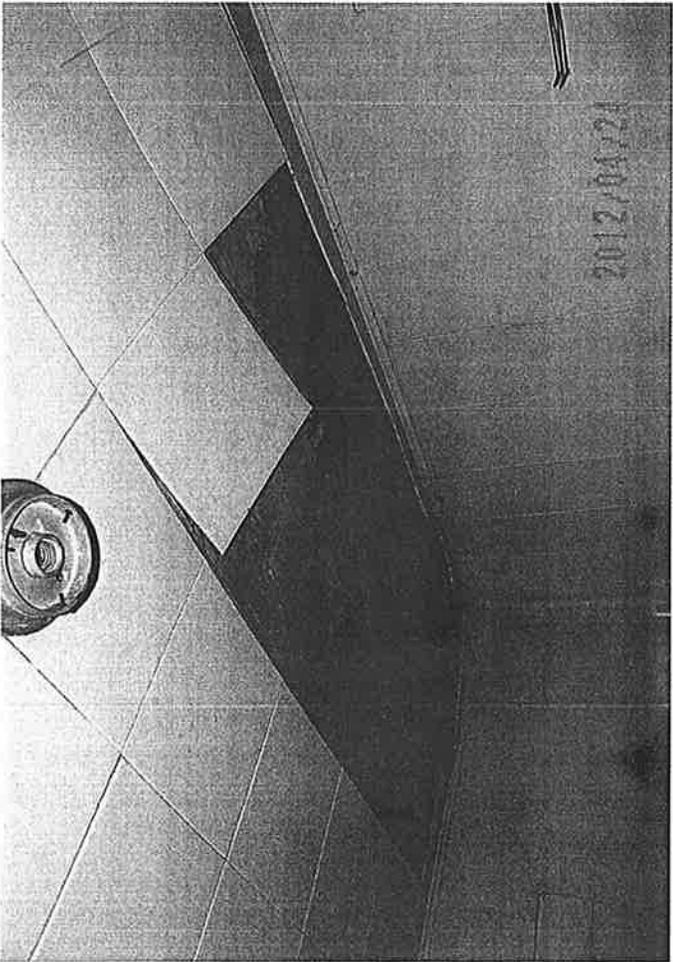
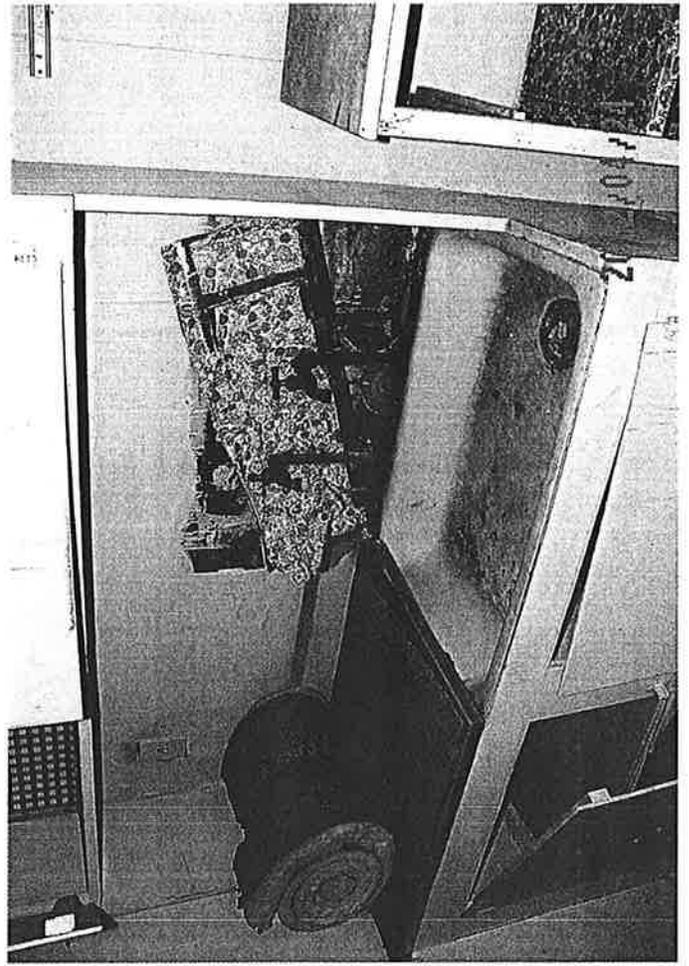
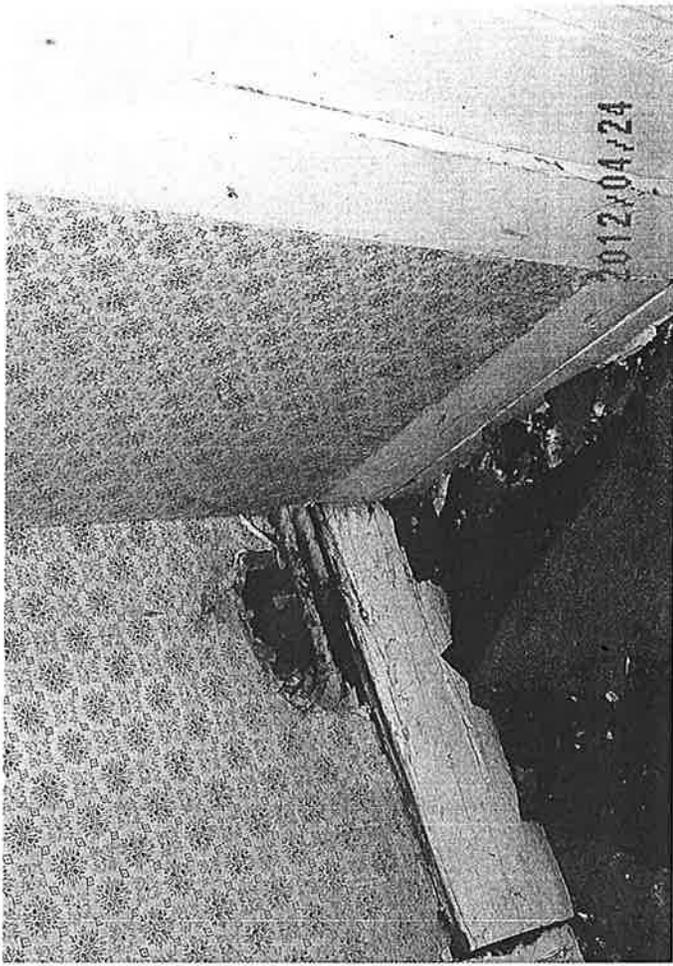


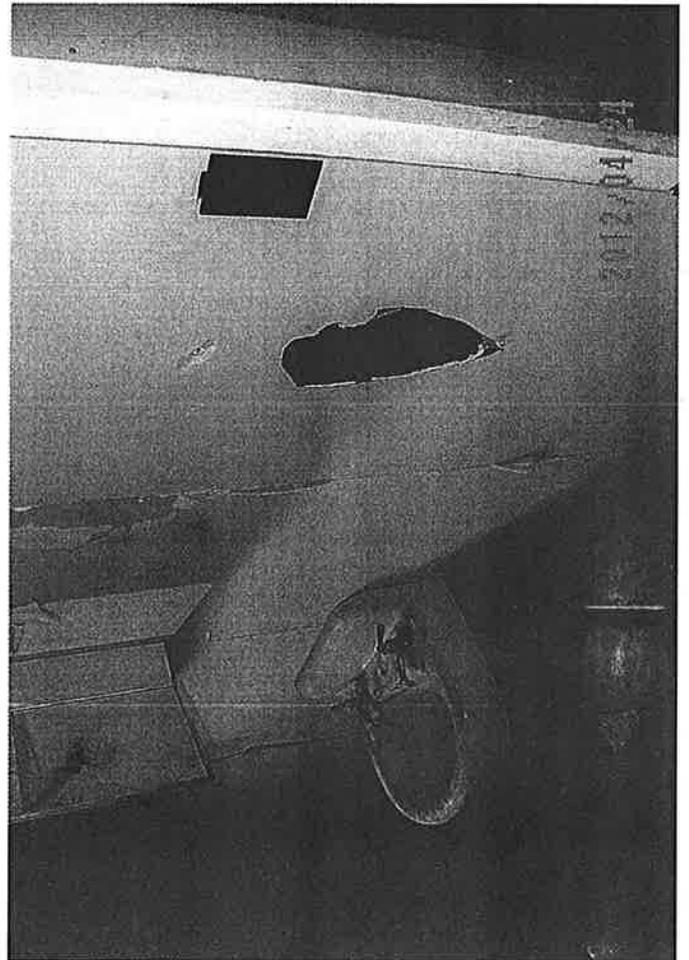
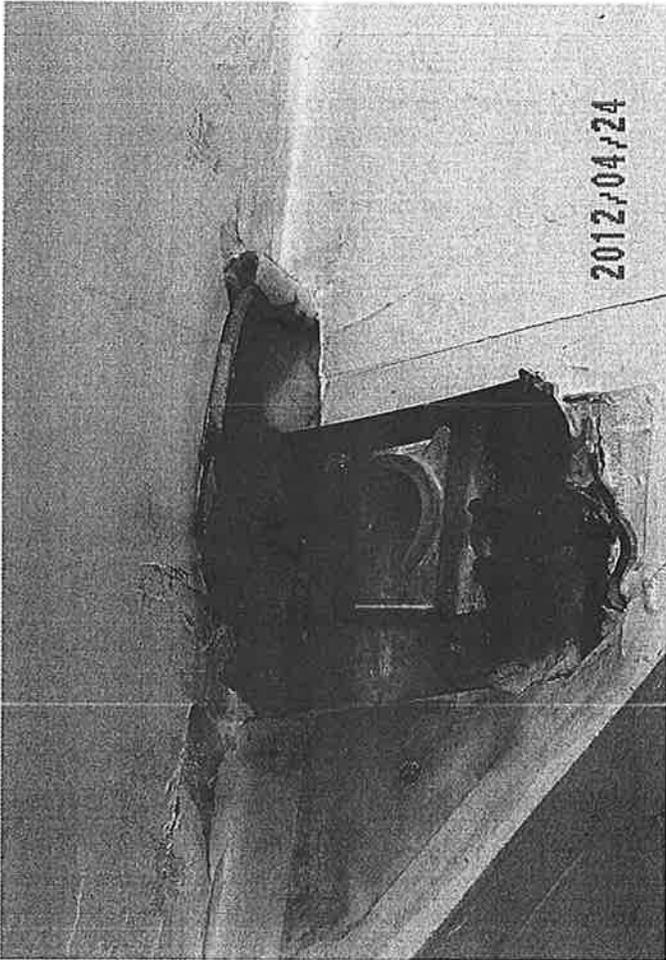
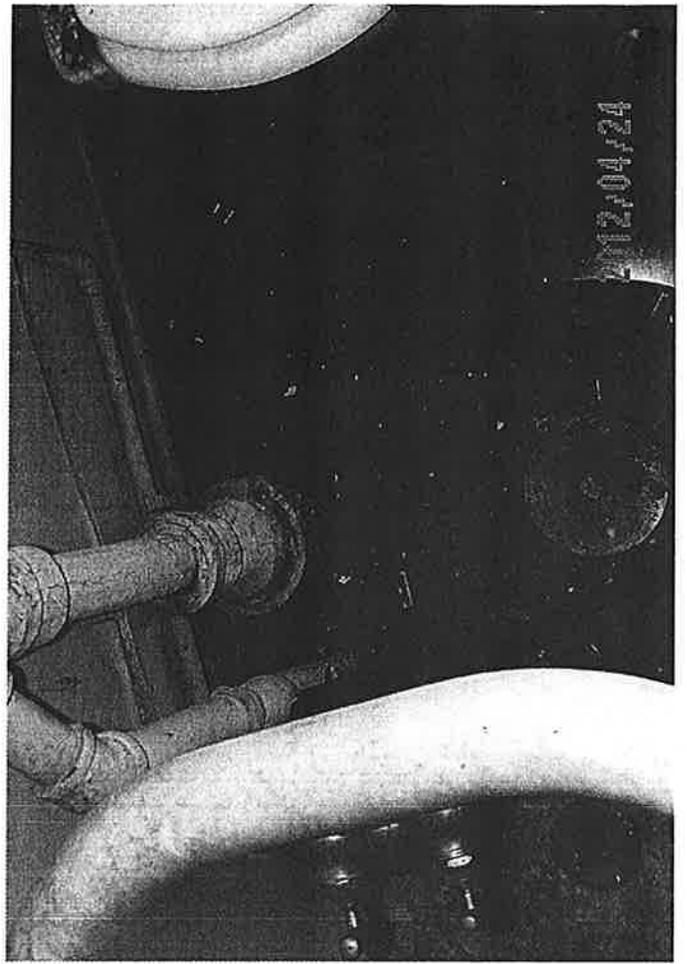
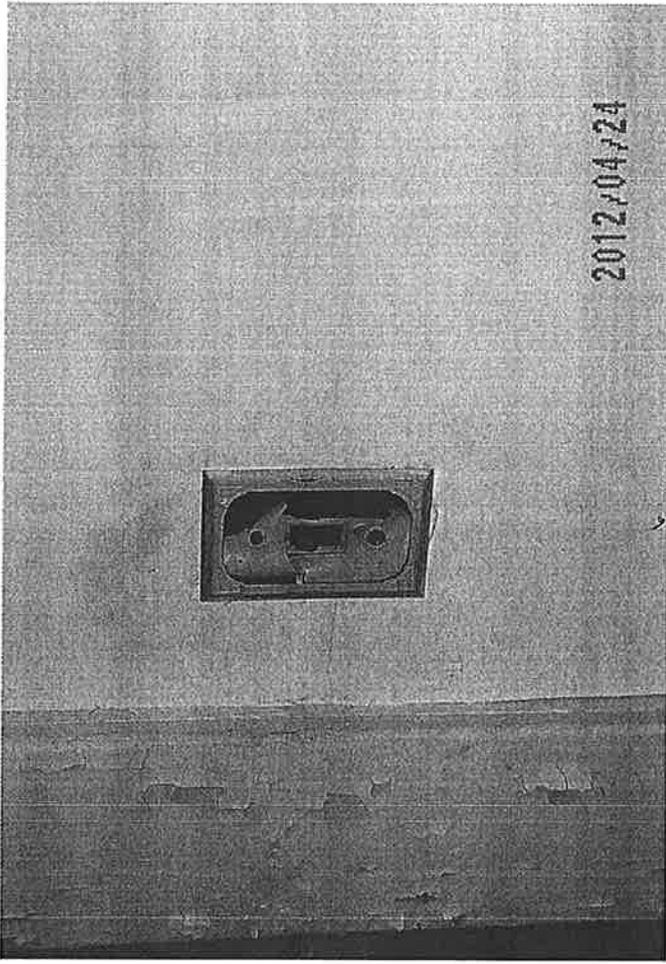


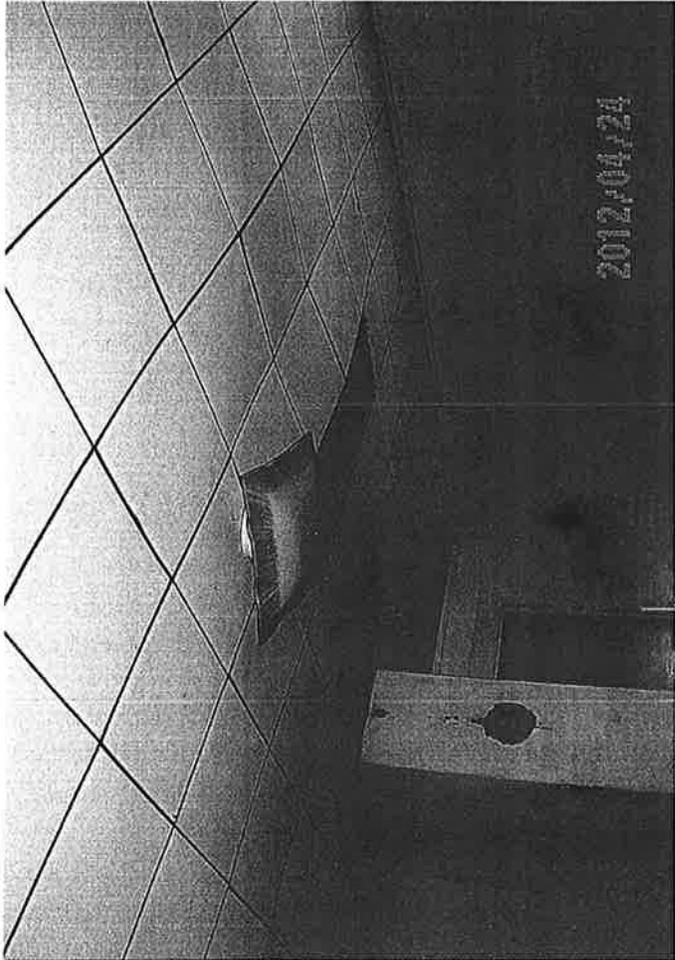
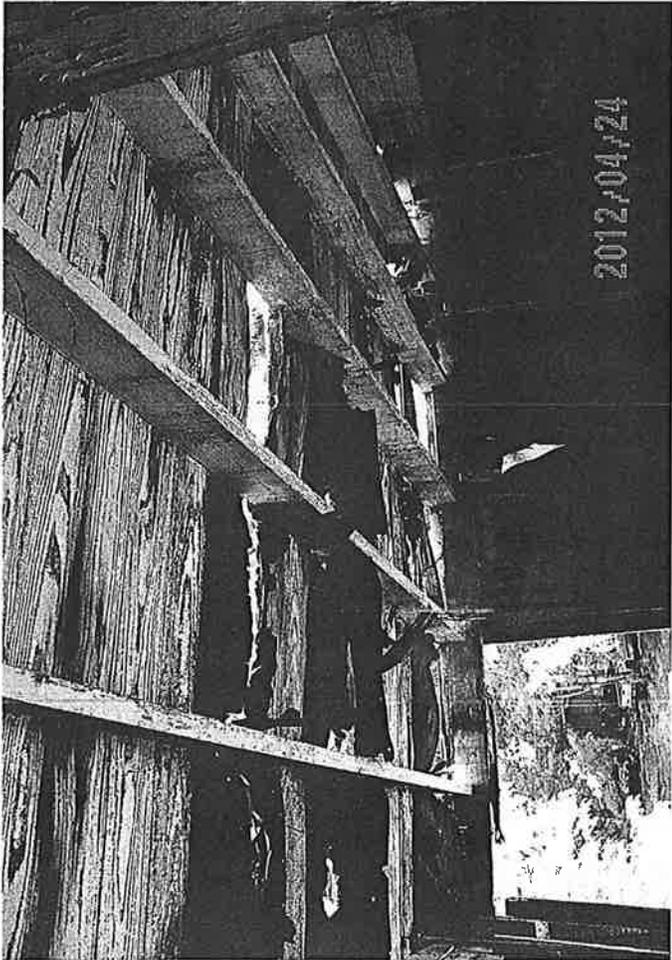
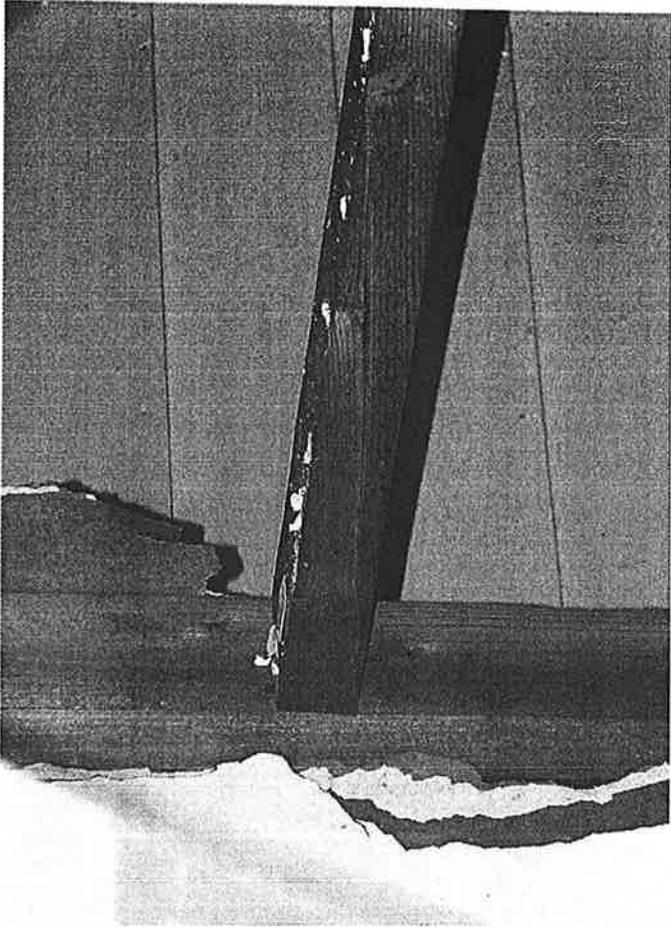


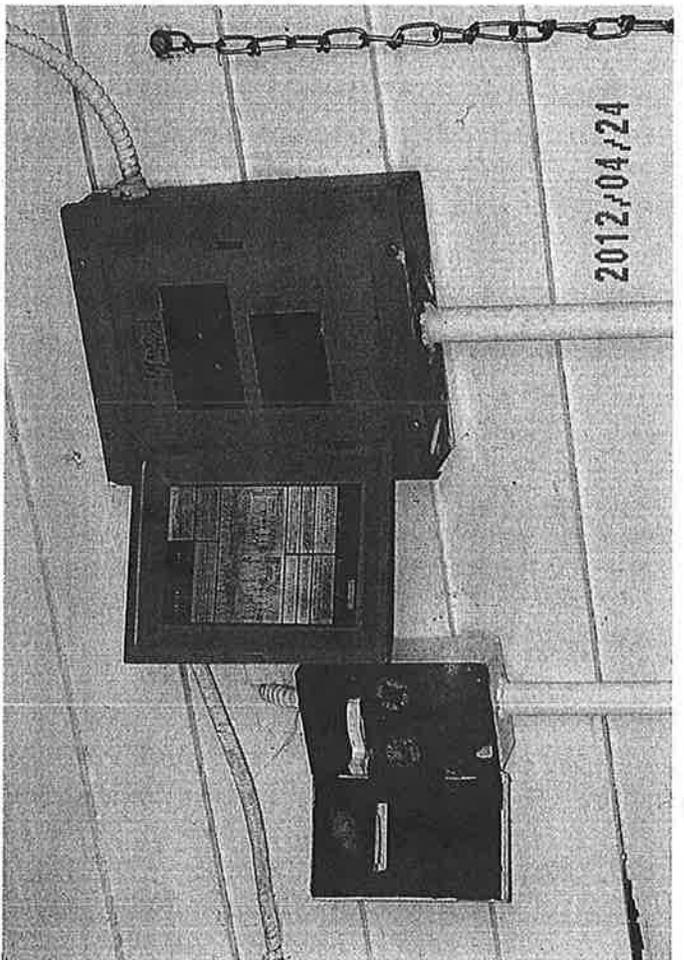
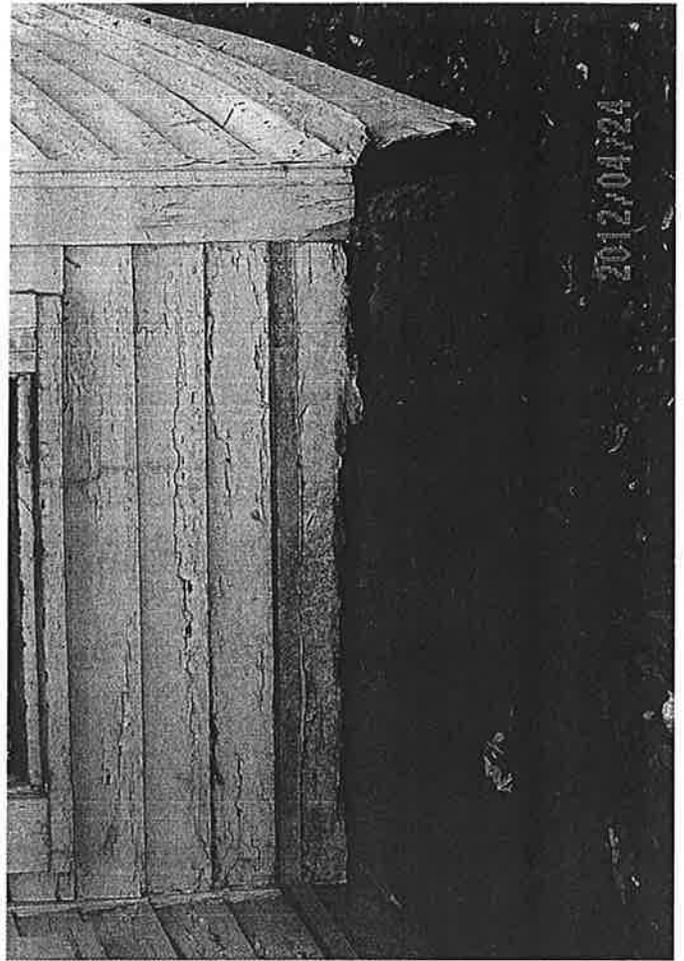
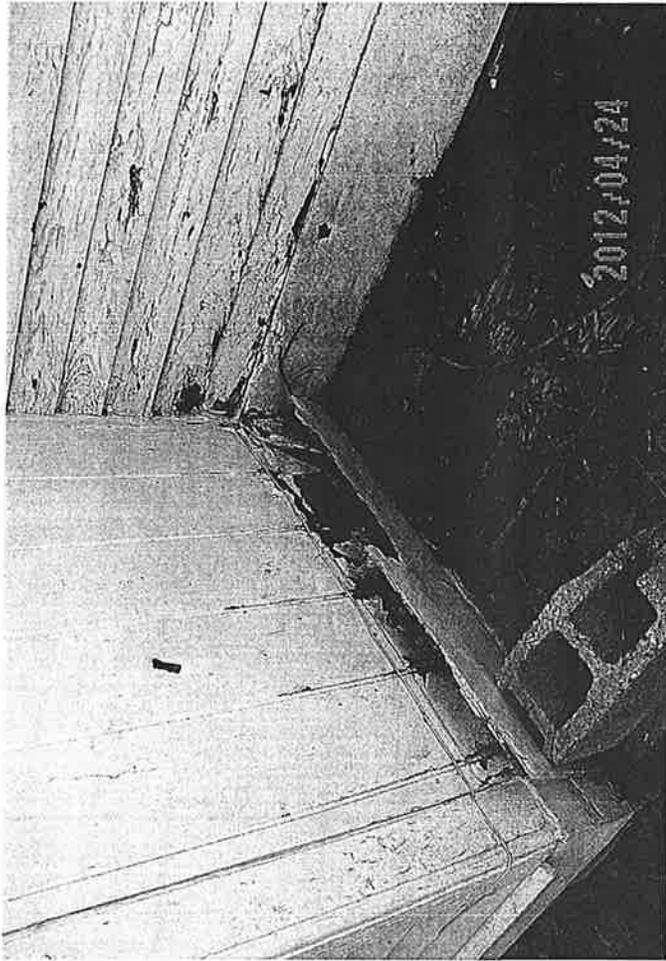












RESOLUTION NO. _____

A RESOLUTION DIRECTING STAFF TO CONTINUE MANUAL COLLECTION OF RESIDENTIAL SOLID WASTE FROM THE ALLEYWAYS OF SPECIFIC NEIGHBORHOODS; AND FOR OTHER PURPOSES

WHEREAS, in the interest of achieving increased operational efficiency, City staff and the Department of Sanitation have been converting to an automated curbside system of residential solid waste collection on an incremental basis at the direction of the Board of Directors laid out in 2006; and

WHEREAS, the final phase of the expansion of automated curbside collection was planned and budgeted to occur in the remaining neighborhoods in 2012; and

WHEREAS, public information meetings and a survey of the neighborhoods were conducted in order to gauge each neighborhood's desire to convert to automated curbside service or continue with manual collection of solid waste from the alleyways; and

WHEREAS, according to survey results, residents of specific neighborhoods object to the change from alleyway manual collection to automated curbside collection for a variety of reasons, including a general preference to maintain alleyway service, the inability to move carts from the rear of their homes to the front and the unsightliness of collection carts being left in the front yard at several residences.

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

Section 1. The Department of Sanitation is hereby directed to abandon the planned 2012 expansion of the residential automated curbside collection service and continue residential manual collection of solid waste from the alleys of the following specific neighborhoods:

1. Aldridge
2. Back Stretch
3. Bailey Hill
4. Belle Grove
5. Carnall
6. Clifton Court
7. Duvall
8. Elmwood

9. Fairview
10. Fitzgerald East
11. Fitzgerald North
12. Fitzgerald West
13. The Heights
14. Home
15. Howard
16. May/Lecta/Sweet
17. Park Hill North
18. Park Hill South
19. Sleepy Hollow
20. Sulfur Springs

Section 2. Such manual collection service shall be continued at no additional charge to the residents of the neighborhoods enumerated in Section 1 other than the citywide monthly residential collection rate, which may be adjusted from time to time.

ADOPTED and APPROVED by the Board of Directors of the City of Fort Smith, Arkansas this 5th day of June, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney
NPR

Memo



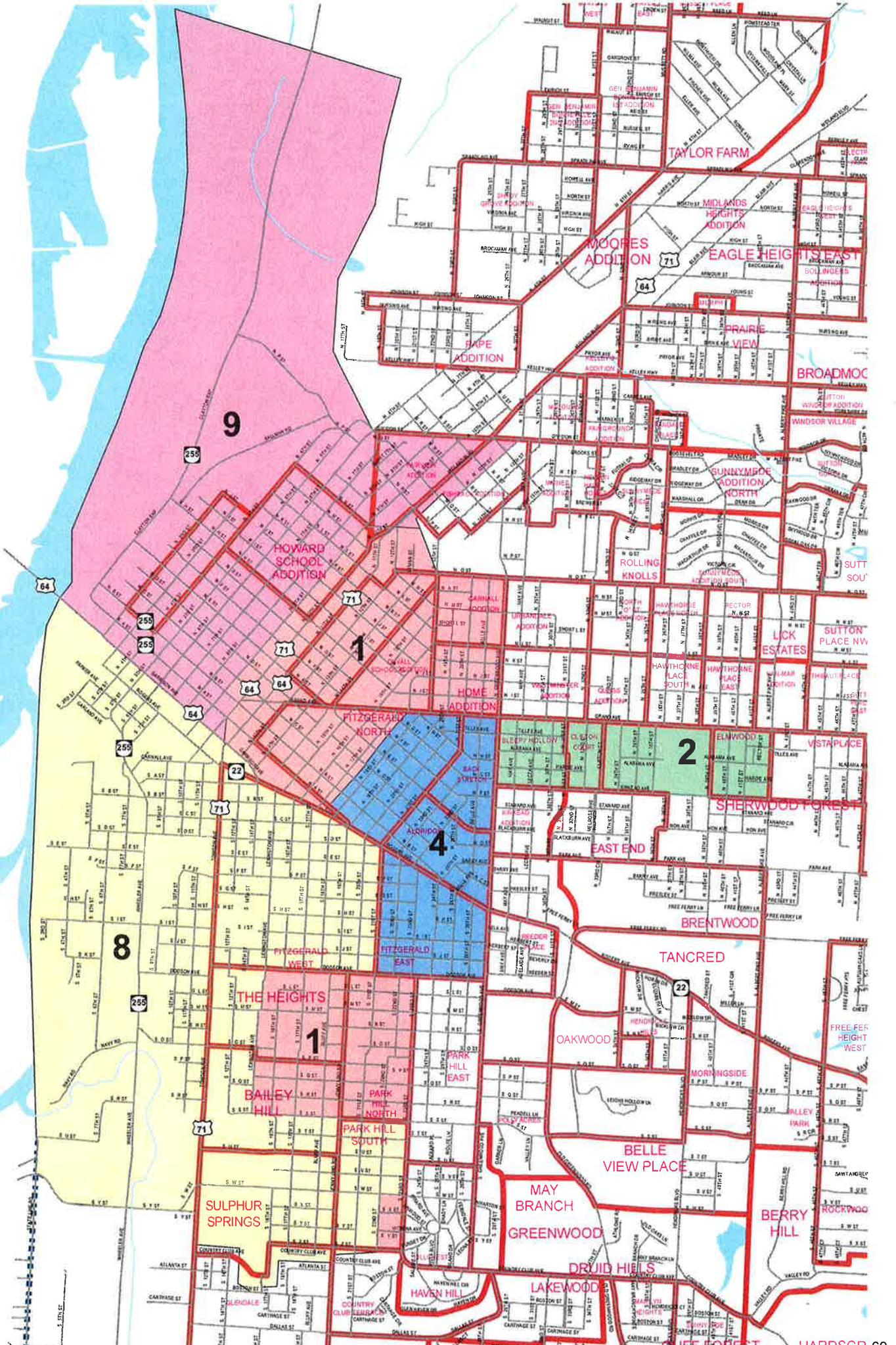
To: Ray Gosack, City Administrator
From: Jeff Dingman, Deputy City Administrator
Date: 5/30/2012
Re: Solid Waste Collection Services – specific neighborhoods

Attached for the Board's consideration at its June 5 regular meeting is a Resolution directing the Department of Sanitation to abandon the planned 2012 expansion of the residential automated curbside recycling program to the specific neighborhoods enumerated below. This Resolution is presented at the request of at least two Board members from the May 29 Study Session.

The neighborhoods enumerated below are designated to continue with manual collection of residential solid waste via the alleyways:

- | | |
|---------------------|----------------------|
| 1. Aldridge | 11. Fitzgerald North |
| 2. Back Stretch | 12. Fitzgerald West |
| 3. Bailey Hill | 13. The Heights |
| 4. Belle Grove | 14. Home |
| 5. Carnall | 15. Howard |
| 6. Clifton Court | 16. May/Lecta/Sweet |
| 7. Duvall | 17. Park Hill North |
| 8. Elmwood | 18. Park Hill South |
| 9. Fairview | 19. Sleepy Hollow |
| 10. Fitzgerald East | 20. Sulfur Springs |

The Resolution also provides that no additional charge will be added to the monthly service rate for those customers continuing with manual residential solid waste collection.



RESOLUTION NO. _____

**A RESOLUTION DIRECTING THE CITY ADMINISTRATOR
TO SIGN AND SUBMIT AN APPLICATION TO THE
ASSISTANT SECRETARY OF DEFENSE - RESERVE AFFAIRS
FOR THE ARKANSAS ARMY NATIONAL GUARD TO PERFORM
CLEARING, GRADING AND EARTH WORK FOR A SOFTBALL COMPLEX
AT CHAFFEE CROSSING**

WHEREAS, the Board of Directors has determined to provide \$1.6 million in funding to support construction of a softball complex at Chaffee Crossing to stimulate tourism and economic development and to enhance Fort Smith's quality of place; and

WHEREAS, organizers for the River Valley Sports Complex have obtained tentative commitments from the Arkansas Governor and Arkansas Army National Guard to provide clearing, grading and earth work for the proposed softball complex at Chaffee Crossing at no cost to the project organizers or to the City of Fort Smith; and

WHEREAS, the Fort Chaffee Redevelopment Authority, as owner of the land, has provided to the city a letter stating its approval and concurrence with the submittal of the application and the undertaking of the clearing, grading and earth work for the softball complex; and the FCRA's intent to donate the subject property to the city at no cost to the city; and

WHEREAS, in order for the clearing, grading and earth work to be performed by the Arkansas Army National Guard, an application for Innovative Readiness Training Request for Military Assistance must be submitted by the city to the Assistant Secretary of Defense - Reserve Affairs;

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

The City Administrator is hereby directed to execute and submit the attached application, including the release and hold harmless agreement, for Innovative Readiness Training

Request for Military Assistance to the Assistant Secretary of Defense - Reserve Affairs for clearing, grading and earth work for a softball complex at Chaffee Crossing.

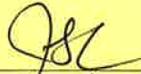
This Resolution passed this _____ day of June, 2012.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk



No Publication Required



MEMORANDUM

June 1, 2012

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Sports Complex at Chaffee Crossing

Attached is a resolution authorizing the submittal of an application, including the release and hold harmless agreement, for Innovative Readiness Training Request for Military Assistance to the Assistant Secretary of Defense - Reserve Affairs. The military assistance is for clearing, grading and earth work for an 8-field softball complex at Chaffee Crossing. The organizers of the sports complex have obtained a tentative commitment from the Governor and Arkansas Army National Guard to provide the clearing, grading and earth work for the project at no cost. This was discussed at the May 29th study session.

The hold harmless agreement will necessitate the purchase of insurance by the city to cover any claims for damage that may arise from the national guard's work. The cost of this coverage is estimated to be \$2,500.

The completion of the clearing and grading work by the national guard will commit the city to this project. The application requires the city to identify the funds it has appropriated for the project. Also attached is an ordinance making an appropriation of \$1.6 million for the project. The first funds would be available in June 2013, and the final funds in June 2014.

As these commitments are deliberated, you should consider:

- ▶ The plan for stabilizing the site once the national guard completes the grading work. This will need to occur immediately upon completion of the guard's work, which will be approximately 4 months before the city will begin receiving revenue from the 1/4% sales tax, and approximately 9 months before funding is allocated

for the project.

- ▶ The plan for completing construction of the project. Although the city's investment of \$1.6 million is a substantial portion of the project cost, it doesn't cover the entire project cost. I recommend that the board have reasonable assurances that the project can be completed with the identified city funding and in-kind assistance obtained by the project organizers; and that the facility can be operated to attract tournaments without an operating subsidy from the city.

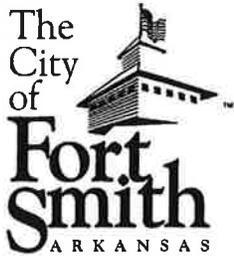
If the board is comfortable proceeding with this project, the attached ordinance and resolution will begin the city's commitments. The resolution will provide for clearing, grading and earth work of the site at no local cost, which has an estimated value of \$250,000 - \$400,000 according to the project organizers. The ordinance will appropriate \$1.6 million in city funding for the project over a 13-month period beginning in June 2013. If the board elects to proceed with the project at this time, we will begin the process to solicit proposals and prepare contracts as described in my study session memo.

Please contact me if there's any questions or a need for more information.

Ray

Attachments

cc: Jake Files, River Valley Sports Complex
Lee Webb, River Valley Sports Complex
Ivy Owen, Fort Chaffee Redevelopment Authority



MEMORANDUM

May 25, 2012

TO: Mayor and Board of Directors

FROM: Ray Gosack, City Administrator

SUBJECT: Sports Complex at Chaffee Crossing

Last fall, you began discussion about a proposal to construct a tournament-quality softball complex at Chaffee Crossing. The complex would boost economic activity in the region by attracting thousands of out-of-town visitors. It could also become a venue for high school and intercollegiate softball.

The project organizers have proposed constructing an 8-field complex at Chaffee Crossing. They're relying on in-kind and donated services and materials and \$1.6 million from the city. The Fort Chaffee Redevelopment Authority has indicated a willingness to donate the land to the city (see attached letter).

The revenue for the city's share of the project would come from the 1/4% sales tax approved by voters in March. This revenue stream begins in October, and the city will receive its first tax receipts in December.

At your May 10th special study session, you discussed the timing of various capital projects to be financed with revenue from the 1/4% sales tax. A spreadsheet which reflects the outcome of that discussion is attached.

The organizers of the sports complex have obtained a tentative commitment from the Governor and Arkansas Army National Guard to provide the clearing, grading and earth work for the project at no cost. An application must be submitted by the city in order for this to happen. The application is attached.

The application makes certain commitments that require board approval. Two specific actions needed to submit the application will be a resolution directing the city administrator to sign and

submit the application (a draft resolution is attached), and an ordinance appropriating funds for the project.

As the board considers this project, keep in mind that certain actions will need to occur in order to provide the public funds for construction of the project, and for operation of the facility once construction is completed. The city will need to solicit proposals for the construction of the facility, and approve a contract with the selected entity. The contract would, among other things:

- ▶ identify the improvements and the quality of construction
- ▶ provide for board approval of the project designs
- ▶ state the amount of funding from the city and a method for making payments from the city to the entity constructing the complex
- ▶ a project schedule

State contractor licensing requirements would have to be followed, and the city would likely want insurance coverages provided either by the contracting entity or the city. A similar proposal process will need to be followed to approve an agreement for operation of the facility.

I recommend that both of these agreements be addressed at the same time so that the board has assurance for the operation of the facility when construction is approved. The operating agreement we have with the Fort Smith Church Baseball League for Kelley Park on Old Greenwood Rd. is attached. This is provided as an example of what an operating agreement might address.

Jake Files and Lee Webb will be present at the May 29th study session to provide more information about the project, to discuss how construction and project financing might proceed, and the importance of the earth work being performed by the Army National Guard. If there's any questions or a need for more information, please let me know.

Ray

Attachments

cc: Jake Files, River Valley Sports Complex
Lee Webb, River Valley Sports Complex
Ivy Owen, Fort Chaffee Redevelopment Authority

**Office of the Assistant Secretary of Defense
Reserve Affairs
1500 Defense Pentagon
Washington, DC 20301-1500**

**INNOVATIVE READINESS TRAINING
REQUEST FOR MILITARY ASSISTANCE**

This application is to be used by all civil organizations or governmental agencies requesting Civil-Military Innovative Readiness Training (IRT) support as authorized by section 2012 of Title 10, United States Code. Applications are to be mailed to:

OASD/Reserve Affairs
Attn: IRT Director
1500 Defense, Pentagon
Room 2E573
Washington, DC 20301-1500

All IRT applications for support will be reviewed for completeness and eligibility. The applications will be forwarded to the Service IRT Program Managers and the Services will review the projects for unit and individual training opportunities. The Services will forward a request to support the project to the Office of the Assistant Secretary of Defense for Reserve Affairs (OASD/RA) for final review and approval. It is imperative that the information provided by the requesting official(s) be accurate and complete. A requesting official is an individual who submits the request and can sign contracts or commit funds and resources on behalf of the requesting organization. Specific information related to medical (Attachment A), engineering (Attachment B), and transportation and dive (Attachment C) projects must be included with this application. Complete the additional documents as appropriate for the project. Any additional letters, documents, maps that would provide more information or details to the proposed project also should be attached to the application as appropriate. Any request for support that will exceed one year must submit an annual request for military participation with all supporting documentation.

Please include copies of documents listed below with this application:

1. 501 C3 letter- required for non-profit organization request, must not be more than 10 years old
2. Articles of Incorporation
3. By-laws
4. Copy of newspaper ads which were published twice on two separate dates. State/Federal/local government entity to use their required process to advertise for this project; ie: advertisement in FedBizOpps or contract ads. Ad must be published annually for the length of the project.
5. Affidavit of publication (annual requirement for the length of the project)
6. Environmental study if appropriate
7. Statement of non-competition (Attachment D)
8. Release of liability (Attachment E)

The execution of any approved IRT project is contingent upon the availability of funding and DoD resources.

1. Name of community, agency, State or Federal entity requesting military support:

City of Fort Smith, Arkansas

1a. Is the requesting agency/organization a military entity, either State or Federal, active, reserve or Guard?

Yes _____ No X

1b. Is the requester a non-profit organization or entity other than city, state, federal entity?

Yes _____ No X

If the answer is yes, attach a copy of the articles of incorporation, 501C3 letter, and organization by-laws with this application.

2. Address of requesting organization:

P.O. Box 1908

City Fort Smith

State AR

Zip 72902

3. Provide a short description of the request for your project. Medical projects require Attachment A; engineering/construction projects require Attachment B and transportation/dive projects require Attachment C.

Clearing and rough-grade dirt-work for a new softball fields complex located at Chaffee Crossings along Taylor Avenue in Fort Smith, Arkansas. Approximately 25 acres of the 60-acre park site are to be cleared & graded for a proposed eight-field complex. Location map attached.

3a. Will this project take place at a location different from the address listed above?

Yes X No _____ If yes, include address in block below.

Corner of Taylor & Roberts Avenue at Chaffee Crossings (location map attached; street address not yet assigned)

City Fort Smith

State AR

Zip 72916

4. Will this project take place on a state or federal military installation, post, fort, base or other facility or property operated/leased/owned by or housing a federal or state military service or component?

Yes ___ No X

5. Information for requesting official submitting request for support:

Name: Ray Gosack
Title: City Administrator
Phone number: (479) 784-2201
Email address: gosack@fortsmithar.gov
I have authority to enter into a binding agreement/MOU/MOA on behalf of the agency I represent: Yes <u>X</u> No
I have authority to commit resources or funds on behalf of the agency I represent: Yes <u>X*</u> No _____ *with board approval, which we have

6. Check which community facilities are available (at no expense) for use by military during the project.

Guard armory <u>X</u>	city hall offices	community center	airfield hangar	clinic	school	office trailers
Other: Facilities & staging areas at the nearby Fort Chaffee Training Center may be available for use.						

7. What contributions or resources will be provided by the requesting organization to assist this proposed IRT project? Place an "x" next to each that applies.

Lodging	Computer/internet access	transportation
Meals	Telephone access	Construction supplies
Office space	Fax machine	Building materials

7a. Other assistance/financial/facilities provided by the requesting agency/community:

8. What other funding/support is being contributed to this project?

Fed/State/Local/Private	Department	Amount of funding Requested	Amount of actual appropriated funds/date appropriated
City of Fort Smith	Parks Dept.		\$1,600,000 2013 - 2014

9. Specify and explain three prioritized time frames for the requested IRT support.

TIME FRAME	REASON FOR SPECIFIC TIME PERIOD
June 2012	Guard Summer Training Resources possibly available at adjacent Fort Chaffee Training Center
July 2012	“
August 2012	“

10. Describe any special events/holidays/activities/ or local issues that may be ongoing during the project period. Include any situations that the military should be aware of that may impact their activities in the community.

None

11. What is the projected length of time needed to complete this project (describe all phases)?

Setting Preliminary Grade by Mickle-Wagner-Coleman Engineering of Fort Smith—
 Presently being done
 Clearing by Guard of Property for Ballfields
 Dirt-work to establish specified grade for Ballfields

12. Federal, state, city **engineering projects** - has this project been listed on the federal/state/county/city websites for engineering projects and advertised according to federal/state/county/city contract law or the contract bid process? Yes ___ No X
 If no, please attach an explanation to why this process was not completed.

The overall project to construct ballfields by the City will not likely be affordable without the contribution of the Guard's dirt-work and grading, so it's essential to the completion of the project. It is anticipated that no local contractor will provide the earthwork scope at no cost to the Complex, so that is the reason that NO is checked above.

All projects- Please include the public notice ads that were placed in the newspaper for the minimum state required time for public notices.

Attach a copy of the ads and notarized affidavit stating the ads were published and what was the response to the ads.

12a.

Place of advertisement	Date advertised

13. Is the requested support available from a commercial entity? Yes ___ No X

A negative response means there are no contractors or companies in the area/community of the project that conduct this type of business. Note—There are no contractors in the community that would or could undertake this project at zero compensation, which is also what helps make this project feasible.

13a. If services are available from a commercial entity, has the official submitting this request received a "certificate of non-competition" from the commercial entity that would otherwise provide such services? Yes ___ No ___

If applicable, attach a copy of the “certification of non-competition”.

14. Has this project been presented to any of the following entities: provide name beneath title if applicable.

US Senator John Boozman & Mark Pryor	Governor Mike Beebee	State Senator Jake Files Bruce Holland	City Mayor Sandy Sanders, Fort Smith Mayor
US Congressman Steve Womack	State TAG Gen. Wofford	State Representative Tracy Pennartz Stephanie Malone Denny Altes	Other Ray Gosack, Fort Smith City Administrator

15. Remarks (attach additional sheet if necessary)

The Guard’s provision of engineering assistance is essential to the proposed project and will be greatly appreciated by the City of Fort Smith and the Fort Smith community.

Ray Gosack, City Administrator, City of Fort Smith, AR

Printed name of requesting official/civil authority

Signature of requesting official/civil authority

Date: _____

Mail application to:
OASD/Reserve Affairs
Attn: IRT Director
1500 Defense, Pentagon
Room 2E573
Washington, DC 20301-1500

Attachment A Medical Support Request

The Civilian Health Organization (CHO) or community/city/state/federal entity shall conform to all applicable federal, state, and local laws that regulate healthcare delivery within the state or territory, and all state laws and regulations specific to the non-DoD healthcare professionals participating.

1. Identify the CHO supervisor overseeing the medical project:

Name: _____

Title: _____

Email: _____

Phone: _____

2. The CHO/community/city/state/federal entity verifies and documents who will be the responsible individual at each location as follows:

Medical waste handling and disposal	Name: Email:
Clinical Laboratory Improvement Act (CLIA)	Name; Email:
Credentialing or privileging or military health care providers to include basic life support, and if applicable, advance trauma/cardiac requirements (strictest requirement applies)	Name: Email:
Initial emergency evacuation plan for a "real life incident"	Name; Email:
Follow-up care plan for patients for continuity of care	Name; Email:
Plan for handling of patients' records for continuity of care and privacy act issues	Name: Email:

3. List the communities in which this project is expected to take place. Additional space is provided at the end of this attachment.

Community	Nearest City	State	Population	Most needed medical support (dental, medical, optometry, veterinary, behavioral health) Use initials D, M, O, V, B for each need in the community.
a.				
b.				
c.				
d.				
e.				
f.				

4. Closest medical treatment facility with trauma/emergency room:

Name/location: _____

5. The CHO shall certify that this medical project:

a. Accommodates an identified underserved healthcare need that is not being met by current public or private sector assistance. Please provide a description of the criteria used to identify the medically underserved community.

--	--

6. Please place an "X" beside each specialty service that is requested: this is a preliminary request that can be updated at the initial project planning conference. Blank space for other specialties not listed.

	Projected case load		Projected case load
General dentistry		Rheumatology	
Oral surgery		Family practice	
Pediatric dentistry		Ob-Gyn	
Endodontist		Physician Assistants	
Periodontist		Nurse practitioners	
Dental hygienist		Physical therapists	
Endocrine		Nutritionists	
General dentistry		Behavior health	
Oral surgery		Ob-Gyn	
Family practice		Physician Assistants	
Pediatrics		Optometry	
Internists		Eye glasses	
Surgeons		Veterinary	
Anesthesiology		CPR certification	
Colonoscopy		Drug demand reduction	
Colposcopy			

7. Have any of the communities stated in the previous section ever received past medical support from the military? If so, state which community, what type of support, when it occurred and the length of time the military was in the community.

M= medical D= dental V= veterinary O= optometry B= behavioral health

Community	Type of support	Dates of	Length of time in the
-----------	-----------------	----------	-----------------------

		medical support	community
a.			
b.			
c.			
d.			
e.			

8. Additional Comments or medical support requests:

9. The CHO shall certify that this medical project is provided in a manner that does not compete with private sector medical/dental/healthcare assistance in the underserved area.

Signature: _____

Title: _____

Email: _____

Phone: _____

Attachment B Engineering Projects:

1.

Location: Corner of Taylor & Roberts Avenues at Chaffee Crossing, Fort Smith, AR
Type of engineering project: Vertical (buildings) Horizontal (roads) X
Description of project: Clearing and rough-grade dirt-work for a new softball fields complex located at Chaffee Crossings along Taylor Avenue in Fort Smith, Arkansas. Approximately 25 acres of the 60-acre park site are to be cleared & graded for a proposed eight-field complex. Location map attached.

2. Project specifics: other items already completed should be added to the list or attached as addendums to this application.

Descriptive requirements	Completed by requesting entity- on file and submitted with this request	Date completed	Date to be completed	Not applicable
Environmental study	Have copy of study	See study		
Land use permits	See Letter from FCRA	5/24/12		
Blue prints/design	In process		6/30/12	
City building permits	Not needed			x
Right of way permits	Not needed			x
Project timeline				

3. Please place an "X" beside each service that is anticipated to be needed in completing this project: this is an initial estimate of the work to be done. The military will assess the project and make assignments as needed at the initial planning conference.

Electricians	Project management X	Water purification
Plumbers	Truck drivers X	Fuel farm
Carpenters	Steelworkers	Maintenance facility
Brick layers	Welders	Other:
Heavy Equipment operators X	Warehousemen	

4. Has your organization ever received past engineering support from the military? If so, state which community, what type of support, when it occurred and the length of time the military was in the community.

Community	Type of support – brief project description	Dates of engineering support	Length of time in the community
a.			
b.			
c.			

5.

Additional Comments:

Attachment C

Transportation/Dive Projects

1. General transportation or diving requests: Describe the transportation or diving request. Additional comments can be attached to this document.

2. Diving projects: annotate availability of the below items:

Mooring permits	Pier permits
Access to fuel from pier	Is USCG aware of project? Yes ___ No ___
City/community permits	Equipment storage facility
Parking	Source of power/electricity
Potable water source	Meeting room/office space

3. Describe any other transportation or diving issues not addressed in the previous two questions.

Attachment D

Statement of Non-Competition

The Innovative Readiness Training (IRT) Project _____

(name of project) located in _____ (city)
_____ (state) for Fiscal Year 20_____, would not compete with the services offered by civilian companies/vendors/entities or private providers. For the reasons set forth below the requested IRT assistance is not reasonably available from a commercial entity.

On two occasions, (date)_____ and (date)_____ an advertisement for the services/project to be performed by the military has been advertised in (name of publication) _____ consistent with the requirements of the IRT Program and the rules, if any, of the requesting organization. Copies of each advertisement are attached to the application.

No responses have been received by the designated deadline specified in the advertisements, and this organization has received no objection to the military participation in this project.

Printed Name: _____

Signature: _____

Title: _____

Organization: _____

Phone: _____

Date: _____

Attachment E

RELEASE AND HOLD HARMLESS AGREEMENT

The City of Fort Smith, AR (name of requesting organization) located in Fort Smith, AR (city/state) agrees that its request that DoD military personnel conduct an Innovative Readiness Training (IRT) mission in support of City of Fort Smith Parks Department (organization) during fiscal year 2012 is subject to the following conditions:

1. The DoD IRT military support will be limited to that which is approved by the Department of Defense. Support that has not been previously approved will not be provided; IRT mission personnel may not perform activities beyond those previously approved.
2. Support shall be limited to providing personnel and equipment only.
3. All DoD military personnel and equipment will remain under the control and supervision of the officer or noncommissioned officer responsible for the military unit tasked to provide the IRT support.

The City of Fort Smith, AR (name of the requesting organization), in exchange for the DoD IRT military support, also agrees, on behalf of itself and its agents, to:

1. Release the DoD, its subordinate units, its officers, military personnel, employees, agents, and servants from any claim, demand, action, liability, or suit of any nature whatsoever for or on account of any injury, loss, or damage to the requesting organization and its agents arising from or in any way connected with the DoD military personnel support, excluding, however, any injury, loss, or damage arising solely from the intentional torts or gross negligence of the DoD military personnel or its agents.
2. Hold harmless the DoD, its subordinate units, officers, military personnel, employees, agents, and servants from any claim, demand, action, liability, or suit of any nature whatsoever for or on account of any injury, loss, or damage to any third person or third person's property arising from or in any way connected with the DoD IRT military support, excluding, however, those arising solely from the intentional torts or gross negligence of the DoD military personnel or its agents.

With full understanding of the conditions and agreements state above, the undersigned representative, who is authorized to execute this document which is binding on his organization and all assigns, heirs, executors, beneficiaries, and derivative claimants, hereby executes this release of liability and hold harmless agreement.

Printed name: _____ Date: _____

Signature: _____

Title: _____ Organization: _____

RESOLUTION NO. _____

**A RESOLUTION DIRECTING THE CITY ADMINISTRATOR
TO SIGN AND SUBMIT AN APPLICATION TO THE
ASSISTANT SECRETARY OF DEFENSE - RESERVE AFFAIRS
FOR THE ARKANSAS ARMY NATIONAL GUARD TO PERFORM
CLEARING, GRADING AND EARTH WORK FOR A SOFTBALL COMPLEX
AT CHAFFEE CROSSING**

WHEREAS, the Board of Directors has determined to provide \$1.6 million in funding to support construction of a softball complex at Chaffee Crossing to stimulate tourism and economic development and to enhance Fort Smith's quality of place; and

WHEREAS, organizers for the River Valley Sports Complex have obtained tentative commitments from the Arkansas Governor and Arkansas Army National Guard to provide clearing, grading and earth work for the proposed softball complex at Chaffee Crossing at no cost to the project organizers or to the City of Fort Smith; and

WHEREAS, the Fort Chaffee Redevelopment Authority, as owner of the land, has provided to the city a letter stating its approval and concurrence with the submittal of the application and the undertaking of the clearing, grading and earth work for the softball complex; and the FCRA's intent to donate the subject property to the city at no cost to the city; and

WHEREAS, in order for the clearing, grading and earth work to be performed by the Arkansas Army National Guard, an application for Innovative Readiness Training Request for Military Assistance must be submitted by the city to the Assistant Secretary of Defense - Reserve Affairs;

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

The City Administrator is hereby directed to execute and submit the attached application for Innovative Readiness Training

DRAFT

Request for Military Assistance to the Assistant Secretary of Defense - Reserve Affairs for clearing, grading and earth work for a softball complex at Chaffee Crossing.

This Resolution passed this _____ day of June, 2012.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

No Publication Required

PARKS PROJECTS FUNDED WITH REVENUE FROM 1/4% SALES TAX -- Revised Based on May 10, 2012 Special Board Study Sess.

		<u>Dec. 2012</u>	<u>Jan. 2013</u>	<u>Feb. 2013</u>	<u>Mar. 2013</u>	<u>Apr. 2013</u>	<u>May. 2013</u>	<u>Jun. 2013</u>	<u>Jul. 2013</u>	<u>Aug. 2013</u>	<u>Sep. 2013</u>	<u>Oct. 2013</u>	<u>Nov. 2013</u>	<u>Dec. 2013</u>	<u>Total 2013</u>
Beginning Balance		0	104,240	271,750	326,527	386,176	473,351	381,026	232,855	72,351	51,360	130,381	109,646	132,936	
Current Revenue		204,240	237,510	179,777	184,649	212,176	202,675	196,829	209,496	209,009	199,021	199,265	198,290	207,304	2,436,000
Total Resources Available		204,240	341,750	451,527	511,176	598,351	676,026	577,855	442,351	281,360	250,381	329,646	307,936	340,240	
Expenses															
Aquatics Center Operations															0
Ben Geren Park Ballfields		50,000	50,000	105,000	105,000	105,000	275,000	250,000	250,000	110,000					1,250,000
Sports Complex Ballfields								75,000	100,000	100,000	100,000	150,000	150,000	125,000	800,000
Soccer Fields & Park Along Riverfront Dr.															0
Parks Maint. O & M Budget		50,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	25,000	25,000	250,000
Trails															0
Misc. Park Improvements															0
Fort Smith Park Playground															0
Fort Smith Park Fishing Tmnt. Facilities															0
Creekmore Park Tennis Courts															0
Creekmore Park Land Acq. & Parking												50,000			50,000
Tilles Park Tennis															0
Wilson Park Playground and Pavilion															0
Neighborhood Parks															0
Parks Stratigic Plan															0
															0
	TOTAL	100,000	70,000	125,000	125,000	125,000	295,000	345,000	370,000	230,000	120,000	220,000	175,000	150,000	2,350,000
	ENDING BALANCE	104,240	271,750	326,527	386,176	473,351	381,026	232,855	72,351	51,360	130,381	109,646	132,936	190,240	
Misc. Park Improvements															
Shade Structures at pools	75,000														
Glass Pavilion Kitchen & Storage	100,000														
Kelley Riverpark Stage & Amphitheater	75,000														
Wilson Park Playground & Pavilion	100,000														
	350,000														

Jan. 2014	Feb. 2014	Mar. 2014	Apr. 2014	May. 2014	Jun. 2014	Jul. 2014	Aug. 2014	Sep. 2014	Oct. 2014	Nov. 2014	Dec. 2014	Total 2014	2015	2016	2017
190,240	256,313	263,786	176,205	116,563	97,278	72,059	134,698	96,842	48,848	26,102	102,367		187,780	120,908	115,151
241,073	182,473	187,419	215,358	205,715	199,781	212,638	212,144	202,007	202,254	201,265	210,413	2,472,540	2,509,628	2,547,273	2,585,482
431,313	438,786	451,205	391,563	322,278	297,059	284,698	346,842	298,848	251,102	227,367	312,780		2,697,408	2,668,181	2,700,632
						25,000	25,000	25,000				75,000	76,500	78,030	79,591
												0			
150,000	150,000	150,000	150,000	100,000	100,000							800,000			
		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000		
25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	300,000	350,000	450,000	550,000
												0	700,000	1,000,000	1,500,000
												0		250,000	
												0	100,000		
												0	200,000		
												0		250,000	
												0	150,000		
												0		25,000	
												0		100,000	
							100,000	100,000	100,000			300,000		300,000	300,000
														100,000	
175,000	175,000	275,000	275,000	225,000	225,000	150,000	250,000	250,000	225,000	125,000	125,000	2,475,000	2,576,500	2,553,030	2,429,591
256,313	263,786	176,205	116,563	97,278	72,059	134,698	96,842	48,848	26,102	102,367	187,780		120,908	115,151	271,041



**FORT CHAFFEE
REDEVELOPMENT
AUTHORITY**

May 24, 2012

Mr. Ray Gosack
City Administrator
Fort Smith, Arkansas
Via Email: Gosack@FortSmithAR.gov

Re: River Valley Sports Complex at Chaffee Crossing

Dear Mr. Gosack: *Ray*

The Fort Chaffee Redevelopment Authority (FCRA) board of trustees is aware of the request to provide property, approximately 62.9 acres, to the City of Fort Smith for the development of eight (8) softball fields. This property is located northeast of the intersection of Taylor Avenue and Roberts Boulevard and its designated land use is park/open space (please see boundary exhibit attached). I will ask the FCRA board at its June 21, 2012 meeting to approve the conveyance of this property at no cost to the City of Fort Smith.

This letter serves as acknowledgement and approval of the City of Fort Smith submitting an application to the Arkansas National Guard for the grading work for the sports complex fields, and authorizes the conduct of this work on the property described above, which is currently owned by FCRA. If you need anything further, please do not hesitate to contact me.

Sincerely,

Ivy Owen by Janet Menshek

Ivy Owen
Executive Director

IO/jm

Attachment

from Jake Files
Sept. 13, 2011



The River Valley Sports Complex Organization is seeking funding to develop new softball fields at Chaffee Crossing.

CON'S TO THE CURRENT SOFTBALL FIELDS

- HISTORY OF POOR FIELDS AT BEN GEREN PARK
- NO LARGE SCALE PROMOTION OF TOURNAMENTS
- LOW NUMBER OF TEAMS WANTING TO PLAY
- LACK OF ORGANIZATION BY LEADERSHIP
- PARK CLOSES EARLY
- POOR CONCESSION AND RESTROOM FACILITIES
- COSTLY FOR NEW FIELDS

PRO'S TO A NEW COMPLEX

- THERE SEEMS TO BE A CONSENSUS THAT THERE IS A NEED FOR NEW FIELDS IN THE RIVER VALLEY REGION
- FULL TIME MANAGEMENT
- FULL TIME TOURNAMENT DIRECTOR
- PROFESSIONALLY MAINTAINED FIELDS
- FIELDS WILL MEET ALL YOUTH, HIGH SCHOOL, AND COLLEGE SOFTBALL REGULATIONS (ASA, USSA)
- BETTER LIGHTING AND FIELD QUALITY WILL ATTRACT COLLEGE AND HIGH SCHOOL PROGRAMS TO UTILIZE THE AREA
- BETTER FIELDS MEANS MORE TEAMS AND ORGANIZATIONS WILL TRAVEL TO THE AREA TO PLAY
- LEGISLATORS HAVE COMMITTED TO THE PROJECT
- ADVERTISING WILL BE SOLD AT THE COMPLEX TO HELP OFFSET THE COST OF MAINTAINING THE FIELD

THE ORGANIZATION IS ALSO APPLYING FOR GIF-1 GRANT THROUGH THE RURAL SERVICES DEPARTMENT OF THE STATE.





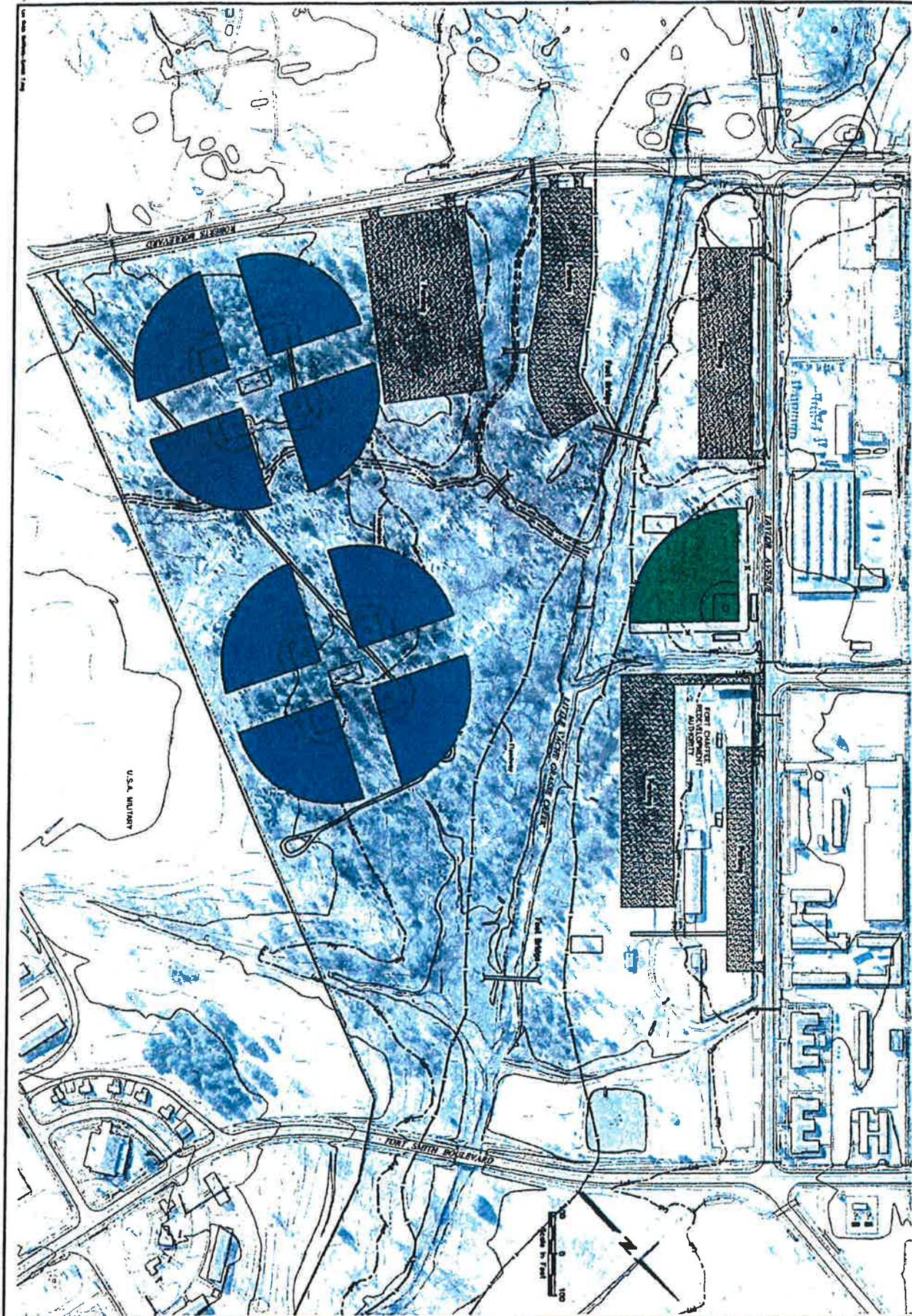
In-Kind Donations to Date

Excavation & site prep of future fields	\$100,000
Engineering	\$5,000
Fill Material (top soil, shale, gravel and sand)	\$30,000
Sod	\$24,000
Labor (for irrigation, plumbing, electrical and concrete finish)	\$30,000
Crane usage for lighting	\$8,000
Field Maintenance	\$10,000 (per year)

TOTAL IN-KIND

\$207,000





RIVER VALLEY SPORTS COMPLEX
FORT CHAFFEE
REDEVELOPMENT AUTHORITY
 FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

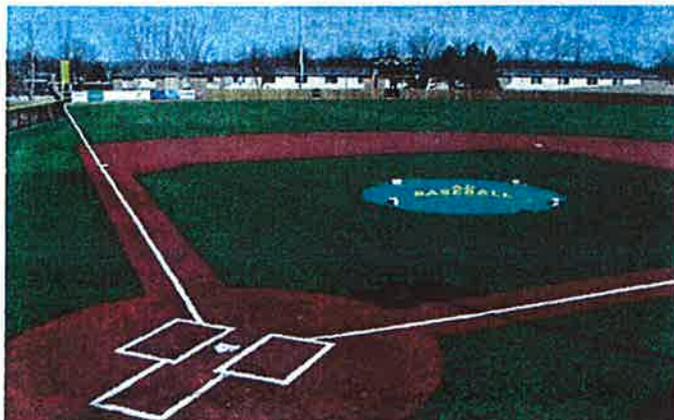
MICKLE WACNER COLEMAN Engineers-Consultants-Surveyors
 3034 Country Club Ave. (479) 649-9181
 P.O. Box 1587 Fort Smith, Arkansas Fax (479) 649-9186
 info@mwc-ncr.com

DATE	REVISION	BY

River Valley Sports Complex



Business Plan October 2011



River Valley Sports Complex Executive Summary

Nearly 40 million kids play organized sports in America each year. In the River Valley Region, we are blessed with over 50,000 children¹, many of whom have an active lifestyle. These children and their families who participate in softball and baseball team sports use the things they learn about teamwork and life as strong foundation for their future well-being.



Clinical studies also show that sports and recreation programs can help youth establish lifelong, healthy and physical activity patterns. Regular physical activity can ward off life-threatening diseases; reduce feelings of depression and anxiety; help control weight and obesity; and build and maintain healthy bones, muscles, and joints, according to the President's Council on Physical Fitness.

To facilitate the growth of these sports and their availability to our kids, we are proposing the River Valley Sports Complex in Chaffee Crossing as a non-profit organization.

The RVSC will provide a first-class location in the Region for tournament play on the weekends and also league play during the week. The purpose of the development is two-fold. First, we are providing a quality, safe environment that will be an economic engine bringing many families from outside our Region here on the weekends that will stay in our hotels, eat at our restaurants, buy from our vendors, and see the beauty in our Region. Second, it will allow our kids (and adults) to have a high quality place to play, practice, and compete with each other during the week.



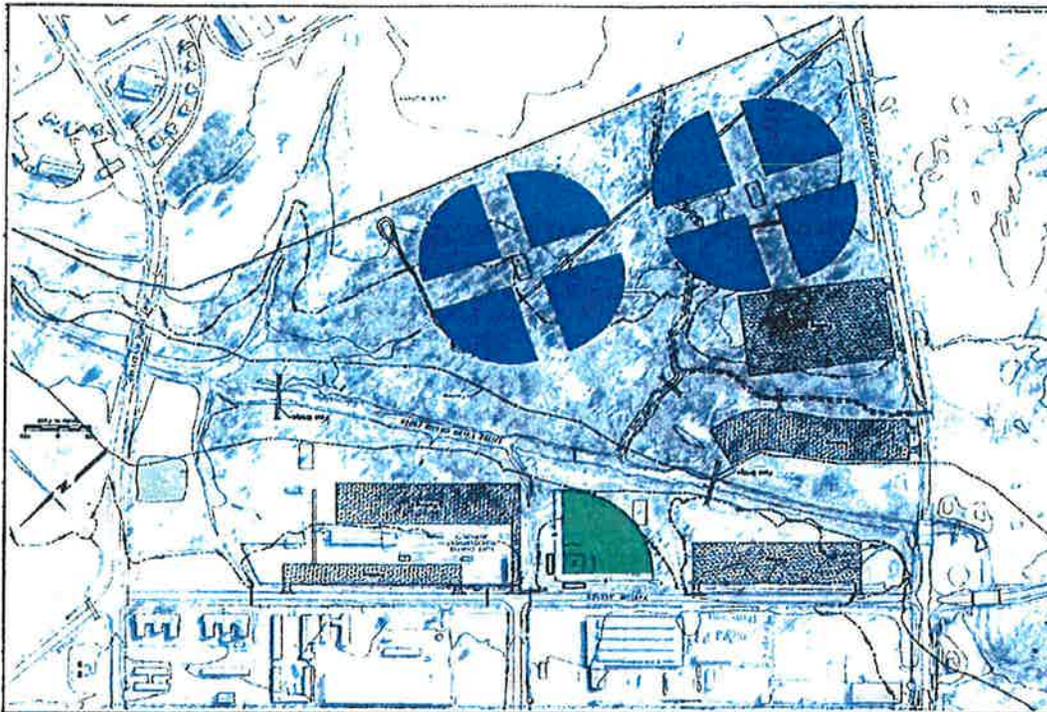
The funding of the RVSC will come from public and private entities alike, and we will provide a long-term management of the Complex that will allow for turnover, succession, and long-term success. These kind of facilities have shown to be profitable and supported by the community when they are run properly, maintained at a high level, and continually improved with operational profits. We also believe

that a strong collaboration with city and county government provides a solid base for future growth and is a part of the mission of local governmental entities in providing local opportunities for children and families and their recreation.



Mission Statement:

The River Valley Sports Complex will provide a safe, quality environment where children and adults can compete, develop, and grow while also providing a place where competitive tournaments thrive and provide economic benefits to the local community.



Graphic depiction of the fields overlayed on the site selected to be donated by the Fort Chaffee Redevelopment Authority (pending Board approval). The purple triangles demonstrate where fields will be placed (Phases I & II), and the green triangle shows the location of the Championship Field (Phase III).

1.1 Objectives

- To increase participation in youth sports and recreation programs in the River Valley area.
- To increase youth access to health care and healthy development.
- To provide a quality environment for hosting Regional competitive tournaments.

1.2 Mission

The River Valley Sports Complex will provide a safe, quality environment where children and adults can compete, develop, and grow while also providing a place where competitive tournaments thrive and provide economic benefits to the local community.



1.3 Keys to Success

- Providing a quality complex that will be a worthy destination to those playing travel ball.
- Providing a quality place for children and adult leagues to play.
- Minimize field maintenance and facility costs by installing energy efficient fixtures and equipment.
- Recruiting more corporate support for the sports program.
- Maintaining a high approval rate with the area's parents and youth.

Organization Summary

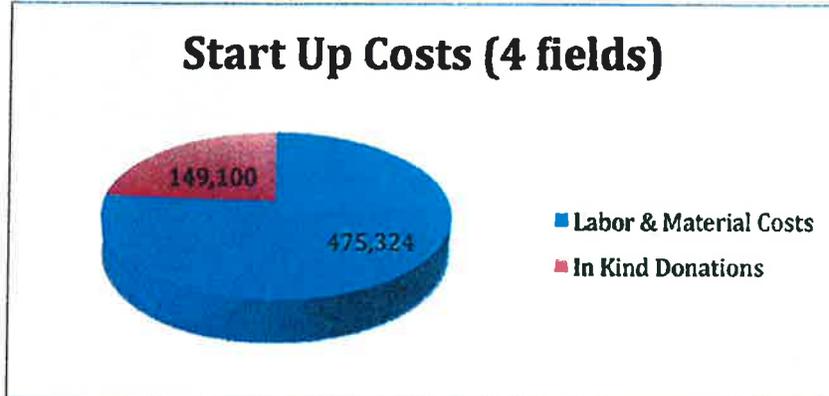
River Valley Sports Complex will be a private, non-profit organization that will manage and maintain the Complex at Chaffee Crossing while leasing the grounds from the city of Fort Smith or Sebastian County.

RVSC will have a full-time tournament director who will focus on tournament development and growth. We will also have a Groundskeeper who will be responsible for the maintenance and management of the grounds.

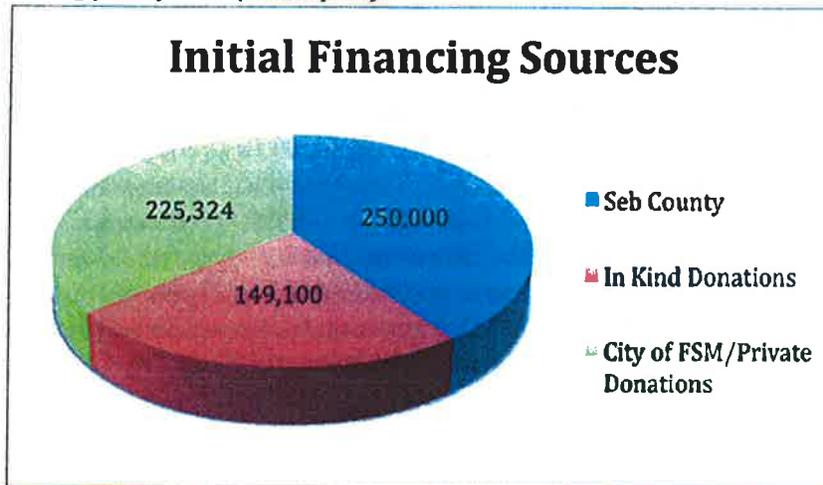
2.1 Start-up Summary

Start-up costs and initial financing are shown on the following tables and chart.

Start up Costs for 4 fields (1 complex):



Initial Financing for 4 fields (1 complex):



****Note on City of Fort Smith financing...we are requesting a minimum of \$500,000 in revenues from the city of Fort Smith up to a maximum of \$1,250,000. The city has pledged a certain amount from the March bond issuance to softball field development, and in light of our plans and obligations that would allow the city to seek grants, as they now cannot do, we are looking to increase our request to the maximum amount. The increased amount would also allow us to build a total of 8 fields in the start-up phase of our plan.**

Services

RVCS will offer the following opportunities during the year:

- Softball tournaments in March through October (8 month tournament season).
- Baseball tournaments (ages 12 and under) in March through October.
- Softball leagues for children and adults in the Spring, Summer, and/or Fall.



Market Analysis Summary

There are 55,000 children in the Fort Smith MSA under 18 years of age.

There are also numerous adult softball leagues that include women, men, and co-ed of all ages. These groups often times have more teams than can compete in area complexes because of scheduling issues, lighting issues, field condition, or management. We also have a few locales that can offer tournaments but are not maximized because of the above conditions and also don't attract the level of interest from Regional contenders because

Strategy and Implementation Summary

It is imperative that RVSC takes a proactive approach in promoting its facility both in the community and around the Region. To accomplish these goals, we must begin immediately in the construction of the initial 4 fields (1 complex). This will be funded by an investment from the Sebastian County Quorum Court and in-kind donations of labor and material from many interested local contributors.

This immediate investment will allow us to get started on construction in November 2011, and to begin playing on the fields in the Spring of 2012.

The next phase of the development will be to add an additional 4 fields (1 complex) to bring the total number of fields to 8. The investment by the City Board of Directors will help facilitate this phase and will also immediately satisfy the



requirements for the city to begin pursuing grants from the Fort Smith Parks Department (to meet requirements for replacement of the Andrews Field Complex).

The third phase of the development would be to build a Championship Field that could house inter-collegiate competitions as well as serve as the location for the

championship games in the tournaments. This field would be managed and maintained by RVSC and could be leased back by local universities for their fast-pitch softball facilities, relieving them of both the capital and physical location constraints that might be an issue in their building of a facility.

The RVSC will have a construction committee as a part of their Board that will help oversee the construction, solicit donations, and manage the timeline during this start-up process.



3.1 Competitive Edge

RVSC's competitive edge is twofold. One is the support of the community's public resources to build a successful sports venue that will have a positive impact on the attitude and health of the area's children, families, and adults.



The Complex's second advantage is the support of businesses to have a real impact on the local economy. The number of visitors to the Complex will allow for extensive exposure for area businesses and also provides a unique opportunity to have a dynamic impact on the area's youth.

3.2 Fundraising Strategy

RVSC will be directing its fund-raising program at two groups. One will be the area's major donors, and the other will be the Region's businesses. Being successful with both groups is key to the program's future.

- **Major Sponsorships:** The program's expectations is that major sponsorships will be secured to be placed in an Operating Reserve account to allow for major unexpected expenses and operating deficits, if any exist. These sponsorships will be detailed and include naming rights for the entire park, each complex (group of 4 fields), each field, and other specific parts of the park.

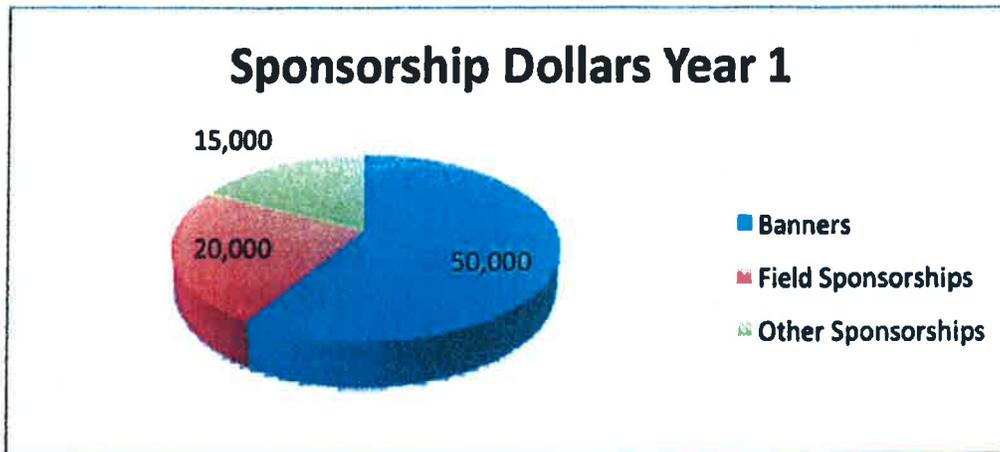
First, without a sense of ownership in the program the community will not support the program over time. Second, a monetary commitment to the program creates an expectation of services that will push the program to become more responsive to the community needs.



- **Business Sponsorships:** Local businesses can become sponsors of RVSC by securing banners and scoreboard signage on each field and will help provide ongoing revenue for maintenance and operations. With the sponsorship will come the opportunity to have the company name on field/facility banners.

3.2.1 Funding Forecast

The following is the funding forecast for three years.



Management and Financial Summary

RVSC will establish a team to manage the day-to-day operation of the program.

Management Plan

4.1 Personnel Plan

A non-profit Board of Directors will have oversight and offer accountability for the operations and finances of the organization. In addition to the volunteer capacity, a team of full-time and seasonal personnel will be hired as well.

The program team will have the following positions (which may be paid or volunteer):

- Tournament Director.
- Head Groundskeeper.
- Concession Coordinator.
- Sponsorship/Fundraising Developer.
- Seasonal Help.
- Umpire Coordinator.

Financial Plan

5.1 Operating Budget with Revenue & Expenses

The following is the Financial Plan for RVSC for 4 fields and 8 fields.

ANNUAL INCOME	<i>if 4 fields</i>	<i>if 8 fields</i>
Tournament Income	\$131,680	\$263,360
Sponsorship Income		
Banners	\$50,000	\$75,000
Field Sponsors	\$20,000	\$40,000
Other Marketing	\$15,000	\$20,000
Total Income	\$216,680	\$398,360
ANNUAL EXPENSE		
Tournament Director	\$35,000	\$55,000
Head Groundskeeper	\$30,000	\$50,000
Add'l Personnel in busy season	\$25,000	\$40,000
Insurance/Taxes	\$7,500	\$12,500
Maintenance Equipment	\$15,000	\$20,000
Supplies	\$7,500	\$12,000
Utilities	\$3,500	\$5,000
Total Expenses	\$123,500	\$194,500
Net Operating Income	\$93,180	\$203,860
<i>Assumptions:</i>		
<i>Based on 8 month season (March-October)</i>		
<i>Based on 50% usage (18 of the 36 weeks)</i>		
<i>Tournament numbers taken directly from Russellville complex with 4 fields</i>		

5.2 Start-up Costs for Fields

FIELD COSTS				
	Actual Cost	In-Kind/Donate	TTL--4 fields	TTL--8 field
Engineering/Consulting	\$ 2,500	\$ -	\$ 10,000	\$ 20,000
Dirt work/excavation	\$ 10,000	\$ 8,000	\$ 40,000	\$ 80,000
Lighting				
Materials	\$ 33,500	\$ -	\$ 134,000	\$ 268,000
Panels/Switch Gear	\$ 7,500	\$ -	\$ 30,000	\$ 60,000
Crane Install	\$ 2,400	\$ 2,400	\$ 9,600	\$ 19,200
Labor	\$ 7,500	\$ 7,500	\$ 30,000	\$ 60,000
Fencing	\$ 24,900	\$ -	\$ 99,600	\$ 199,200
Covering for Seating areas	\$ 10,500	\$ 5,000	\$ 42,000	\$ 84,000
Seating				
Dugout	\$ 1,856	\$ -	\$ 7,424	\$ 14,848
Spectator	\$ 3,400	\$ -	\$ 13,600	\$ 27,200
Timekeeper	\$ 425	\$ -	\$ 1,700	\$ 3,400
Scoreboards	\$ 2,500	\$ -	\$ 10,000	\$ 20,000
Landscaping				
Sod	\$ 12,000	\$ 6,000	\$ 48,000	\$ 96,000
Irrigation	\$ 3,500	\$ -	\$ 14,000	\$ 28,000
Other/Contingency	\$ 2,500	\$ -	\$ 10,000	\$ 20,000
SUB-TOTALS	\$ 124,981	\$ 28,900	\$ 499,924	\$ 999,848
	per field	in kind	4 fields	8 fields
COMMON AREAS				
Concession/Walkways				
Site Prep	\$ 2,000			
Plumbing	\$ 3,500			
HVAC	\$ 4,500	\$ 2,000		
Concrete	\$ 5,000	\$ 2,000		
Masonry	\$ 6,000	\$ 2,500		
Framing	\$ 2,500	\$ 2,500		
Lumber/Materials	\$ 15,000	\$ 5,000		
Electrical	\$ 4,500	\$ 3,000		
Doors/Windows	\$ 1,500	\$ 1,500		
Concrete Sidewalks	\$ 30,000	\$ 15,000		
Bathrooms	\$ 50,000			
	\$ 124,500	\$ 33,500	\$ 124,500	\$ 174,500
			4 fields	8 fields
		Total Costs	\$ 624,424	\$ 1,174,348
		Less In-Kind	\$ (149,100)	\$ (264,700)
TOTAL COSTS TO BUILD COMPLEX			\$ 475,324	\$ 909,648

- *no parking lot costs built into this
- *for 8 fields, added an additional bathroom complex
- *no shade pavilions built into this
- *concession will service 4 fields and 8 fields together

5.3 Tournament Proforma

Below is an Annual Tournament Income Proforma for Year 1 that is taken directly from a similar complex with 4 fields in Russellville, Arkansas. It demonstrates what we have said and continue to maintain. These developments can and will make money if they are managed properly and provide a venue for leagues to play and tournaments to prosper.

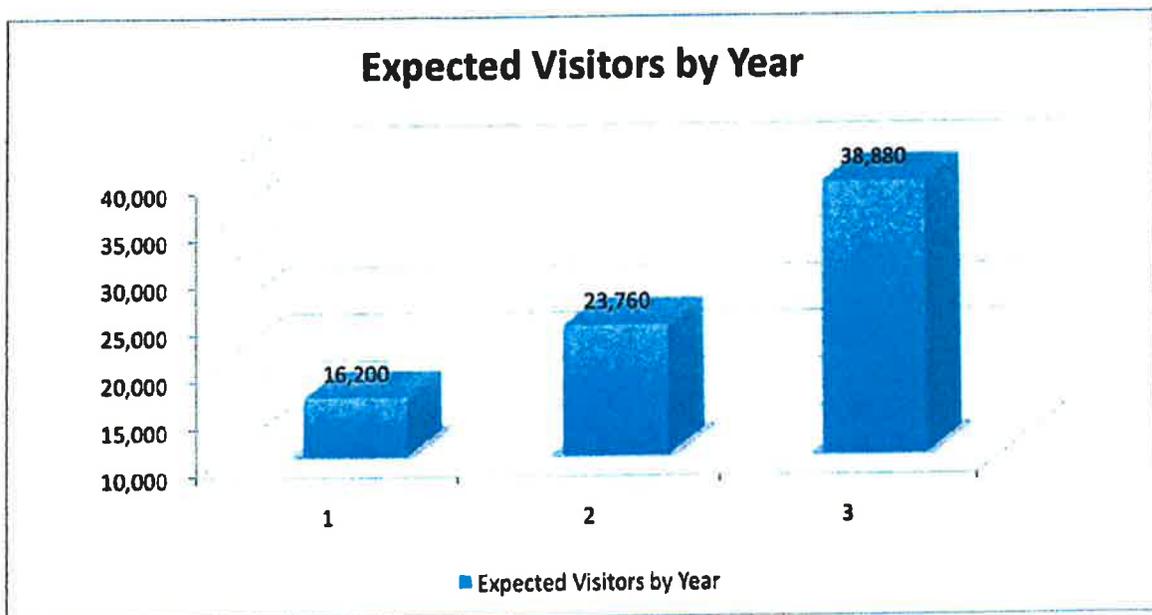
Tournament Income Breakdown				
Fields	4			
Tournaments	18			
Teams per Tourn	20			
Revenue:				
Entry Fees	\$81,000	\$225	per team	\$4,500
Gate Fees	\$72,000	\$200	per team avg	\$4,000
Concession	\$90,000	\$250	per team avg	\$5,000
Total Income	\$243,000			\$13,500
Expenses:				
Umpires & Food	\$63,000	\$175	per team avg	\$3,500
Trophies	\$14,400	\$40	per team avg	\$800
Tourn Workers	\$25,920	\$1,440		\$1,440
Field Rental (utilities)	\$8,000	\$400	per team avg	\$444
Total Expenses	\$111,320			\$6,184
Net Income	\$131,680		per tourn	\$7,316

5.4 Expected Site Visitors

Based on empirical data from the tournaments described above, the following chart demonstrates the number of visitors to the Complex for Tournaments only (it does not factor in the site visits due to league play, which could be many).

The growth is shown as increase due to more tournaments in Years 2 & 3 as well as factoring a 10% growth each year due to more recognition of the Complex and number of teams travelling to play in our Region.

As you can imagine, RVSC produces a very healthy return to our area in terms of dollars spent per person as well.



DRAFT

Memo:

December 8, 2011

To: Ray Gosack, City Administrator
From: Mike Alsup, Parks and Recreation Director
Re: Meeting with Jake Files and Lee Webb to discuss the questions I asked about the River Valley Sports Complex (RVSC) Business Plan

Jake Files, Lee Webb, and I met Wednesday, December 7 to discuss the Business Plan for the sports complex proposed at Chaffee Crossing. There is no written response to the questions asked about the Plan. I will summarize the discussion and answers.

**The answers in italics below are responses from the River Valley Sports Complex group.*

1. Who is RVSC?

RVSC does not currently exist as an entity, aside from the cooperation of Jake Files and Lee Webb as individuals. There is no board of directors or supporting league or agency in this effort. If funding and a lease agreement are secured for the project, RVSC plans to fill a board of directors *with those who are interested and can contribute towards the development and operation of the complex. They intend to fill the board with those with fundraising experience, softball expertise and/or involvement, and community awareness.*

2. Why has the request for funding increased from \$250,000 to \$2,000,000?

The request for funding has increased as RVSC has conducted more study on this type facility and more thoroughly discussed in-kind donations and monetary donations with potential donors. *This is also a reflection of a much greater vision that what was originally brought forward. The original plan consisted of 3 phases: PHASE 1: 4 fields, PHASE 2: 4 fields additional, PHASE 3: Championship Field additional. We are now proposing to do this in one increment with the following reasons stated.*

The possible participation and need of the Fort Smith Public Schools to have fields that are competitive with all the schools that they compete with was a primary factor. The addition of the 2 fields to meet the city of Fort Smith obligation to the Andrews field commitment is another reason. Another reason is the opportunity that may present itself for UAFS to bring another collegiate sport to the table and have a home here.

Staff comment: successful tournament sports facilities typically have a “wow” factor that is expensive to build. The buildings are typically themed, and the facilities often include a pavilion, playground, batting cage, and other amenities. In order to attract teams and get them to return, the facility and staff must be second to none. I am concerned about the lack of detailed construction or concept plans or a detailed operations plan.

Mike, we will have an operations plan for you in much greater detail and have met with Contractors who specialize in this type of field construction that can and will substantiate our numbers. We plan to hire them to build the fields and oversee all construction. They laser grade and have the best ways to build the fields and complex to minimize maintenance costs

and downtime for the future. We can have a process as well that allows for you, the manager of the city parks system, to both be involved with us and approve our plans if that gives you a greater comfort level.

3. What commitments have been made for in-kind donations and monetary donations?

No written commitments for in-kind or monetary donations have been made. RVSC has spoken to potential donors for funding maintenance, supplies, and equipment. *There will be ongoing expenses budgeted for personnel, equipment, and supplies. This has been a misconception from the start for some reason that we were doing everything with volunteer labor and donated equipment and supplies. That is simply not the case.*

Staff comment: There is concern about the long term maintenance of the facility and commitment from businesses to supply turf care products and equipment at no cost.

4. Will the RVSC facility meet the requirements of the State Outdoor Grants conversion replacement facility?

No. The State Parks, Outdoor Grants Division, gave me this ruling. The grant program funds outdoor parks projects that are open to the public. *With the addition of the 2 fields that WILL BE open to the public, we would request an additional review of our facility by the State.*

5. What experience do you have in operating this type facility?

Experience is in playing and coaching, not operating a league or maintaining sports fields.

6. How do you plan to maintain the property, 60 acres?

The plan is to use donated equipment to mow and maintain the ball fields. The hope is that Fort Chaffee Redevelopment Authority will mow and maintain the remainder of the property. RVSC has begun research into the cost of weekly maintenance of the facility and property including mower maintenance, restroom cleaning, supplies, etc. A verbal commitment has been made to provide fertilizer, weed control products, etc.

We have a commitment from Ivy Owen at Chaffee to mow and maintain the areas outside of the fields. We have detailed maintenance plans that have also been substantiated by those who have run similar facilities and understand the demands of in-season and out-of-season maintenance.

7. Will you staff the facility with paid staff or volunteers?

RVSC will use volunteers when available but will use paid staff to maintain the fields and property and to work the concession stand and gate during tournaments. *The primary staff will all be paid—both in concession operations, gate, and maintenance.*

8. What level of playing surface is being planned?

There are no written details or plans, photographs or model facilities, provided for the playing surfaces, buildings, or other amenities. *We have researched and once again, will be working with experts on this very thing. This would be another area that would be open to*

your approval as we progress. Without us incurring a great deal of engineering and architectural costs, we have provided a fair level of detail. We will also have for you at the next meeting a plan for the concession area at each complex and a rendering as well.

Staff comment: as mentioned in question 2, the playing surface, turf, clay mixture, under drain system, etc. are essential to the success of the facility. It is concerning that there is no information on this question.

9. Would you provide a list of two or three like facilities that can be used as models for RVSC?

The first example given was Russellville, AR. Russellville is not a like facility. The City owns and maintains the facility using City funds. The tournaments are privately sponsored.

A list of eleven (11) ball complexes was provided. These facilities are being contacted to discuss their operation and funding.

The two facilities in Tulsa, Oklahoma require the City's assistance with their utilities and some of the maintenance including mowing.

Not all of the facilities on the list are tournament facilities. Like our local leagues, some of the listed facilities host a few tournaments at the beginning or ending of the regular season.

Staff comment: As of this date, none have been confirmed as model facilities that are tournament facilities that either break even or turn a profit. The staff is aware of tournament facilities that operate with tax support.

10. How do you envision the ongoing operations and relationship with the City?

RVSC plans to ask the City for a lease agreement like the Church League agreement where the City funds the cost of utilities. RVSC also plans to increase the amount of capital requested for the project to \$2 million.

We feel like a lease agreement similar to what the FSCL has already been through the city with would be a fair representation of what we would propose with the added benefit that the city is already familiar with and operating under those terms and conditions.

6C
Revised

RESOLUTION NO. R-201-11

A RESOLUTION RESCINDING RESOLUTION NO. R-134-02
AND APPROVING A LEASE AGREEMENT WITH FORT SMITH
CHURCH BASEBALL LEAGUE, INC. FOR KELLEY PARK

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

Resolution No. 134-02 is hereby rescinded and the Mayor and City Clerk are hereby authorized to execute a lease agreement with Fort Smith Church Baseball League, Inc. For the league's use of Kelley Park.

This Resolution passed this 1st day of November, 2011.

APPROVED:


Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM

 npr

B-201-11

LEASE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO this 17th day of November, 2011, by and between the City of Fort Smith, Arkansas, hereinafter "City" and the Fort Smith Church Baseball League, Inc., hereinafter "League."

WITNESSETH

WHEREAS, the City is the owner of the real property described in paragraph 1 of this Agreement having received ownership of Tract 1 of the subject property by gift from Leigh Kelley and Fay Kelley for the use of the subject property as a "public park"; and,

WHEREAS, the parties desire that the subject property continue to be used, in part, for the public youth athletic activities supervised by the League (primarily baseball and softball activities); and,

WHEREAS, the parties desire to place in writing the terms of their agreement regarding the lease of the described real properties and use of the described personal properties by the League; NOW, THEREFORE:

In exchange of the mutual terms and conditions set forth herein, which are acknowledged by the parties to be sufficient to support the obligations set forth herein, the parties agrees as follows:

1. Leased property. The City hereby leases to the League for an annual payment of \$10.00 due on or before January 31st of each year and the League hereby takes from the City, under the terms and conditions set forth herein, the hereinafter described tracts of real property located in the Fort Smith District of the County of Sebastian, State of Arkansas, to wit:

Tract 1

That part of the Southeast Quarter of the Northwest quarter of Section 22, Township 8 North, Range 32 West, Lying west of the right-of-way of the Fort Smith Suburban Railroad (said railroad right-of-way owned by the City of Fort Smith and which right-of-way is not included within the leased premises.)

Tract 2

The South 490 feet of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) lying West of an existing railroad right-of-way, Section 22, Township 8 North, Range 32 West of the Fifth Principal Meridian, Fort Smith, Sebastian County, Arkansas, less and except public rights-of-way.

2. The League shall use the leased property solely for the conducting of the League's scheduled youth activity programs, primarily including baseball and softball leagues for the public park benefit of the citizens of the City of Fort Smith. The League shall have the right to schedule the use of the athletic fields on the subject properties; provided, at any time that any portion of the park property is not in use for a scheduled league activities, the property shall be subject to use by members of the public for park purposes consistent with the further provisions of this Agreement and the park rules and regulations developed by the City of Fort Smith. The League shall have exclusive use of the property Monday – Saturday from February 1 to October 31 of each year. The League shall submit a schedule of its planned uses to the City's director of parks and recreation monthly. The list shall be submitted by the 20th of the month proceeding the month of the schedule. The City may then schedule other public uses of the park during times when the League isn't using the property. The League may schedule use of the property at other times by submitting a request to the City's director of parks and recreation. Such requests shall be approved by the City provided a conflicting use has not been scheduled by the City. All of the leased property shall be available for public park uses by the citizens of the City of Fort Smith at all times not scheduled for League activities. The City reserves the right to schedule and utilize the leased property, including structures and other facilities, for park uses at all times not scheduled by the League. The League shall have the right to control use of personal property and equipment owned by the League and stored in the structures located on the leased property. All improvements and structures on the leased property shall become a part of the leased property. All personal property and equipment of the League shall remain the personal property of the League and shall be removed from the leased property within seven (7) days of any cancellation of this Lease.

3. The City shall maintain fire, storm and other casualty insurance on the improvements located on the leased premises in minimum amounts set forth in the scheduled attached as Exhibit "A" to this Agreement. Any such insurance policy shall designate the City and the League as the insureds under the policy "as their interests may appear." All insurance proceeds shall be utilized to repair or replace damaged improvements, unless a different use for the proceeds is designated, in the City's sole discretion, by the City Administrator of the City.

4. The League shall indemnify and hold the City harmless from all claims, liens, actions, and judgments, including reasonable legal fees and costs incurred with reference thereto, arising from the activities of the League under this Lease Agreement.

5. The scheduled activities of the League shall be for public park purposes open to participation by all Fort Smith citizens, subject to the right of the League to impose reasonable rules on participants in League scheduled activities.

6. The leased property shall be subject to the park rules of the City of Fort Smith codified in Article III of Chapter 18 of the Fort Smith Code. The City reserves the right to adopt and implement additional park rules and regulations at any time during the term of this lease.

7. The League shall charge no admission fee for any regularly scheduled games during the League's season. The League shall have the right to charge persons 18 years of age and older admission for baseball-related special events or tournaments for no more than 21 days during each calendar year. Requests for special event or tournament days over 21 days in any calendar year shall be made in writing to the City of Fort Smith parks and recreation commission for approval. The parks and recreations commission shall develop guidelines for approval of special tournaments and events. Proceeds from admission charges shall be used by the League for maintenance of and improvements to Kelley Park. By January 31st of each year, the League shall provide the City and Kelley Realty Company, P. O. Box 1551, Fort Smith, Arkansas 72902 with a written annual report for the preceding calendar year. Such report shall include a summary of all concession revenues received and how they were expended for the year, the number of days admissions were charged, revenues received from admissions, and how the admission proceeds were expended. This rule does not prohibit the making of reasonable charges for foodstuffs sold in concession stands, nor does this provision prohibit the league from charging participants in activities reasonable fees for League expenses.

8. The League shall maintain the leased properties and the improvements located thereon so as to return same to the City at the end of the leased term in the same condition as they now exist subject to ordinary wear and tear. The League's maintenance obligation includes the obligation to clean and maintain public restrooms during times scheduled by the League. Specifically, it shall be the obligation of the League to maintain the leased premises in conformance with all relevant codes and ordinances of the City, including the Clean-up of Lands Ordinance and applicable Health Codes. Inspection of facilities will be made by League and City representatives immediately prior to February 20 and immediately following October 31 of each year.

9. The League shall have the right to construct additional improvements or to remodel or rehabilitate the current improvements after first obtaining the written approval of the City Administrator, obtained after review by the Director of Parks and Recreation. All such construction activities shall be in conformance with all applicable codes and regulations.

10. The City shall provide public utilities (water and electricity) for uses of the park by the League and by the public generally.

11. It is acknowledged by the League that all employees, agents and volunteers of the League are not employees or agents of the City.

12. The League shall allow participation in its recreational, park activities on a non-discriminatory basis. The League shall not permit discrimination based on race, national origin, religion, disability or gender. The provisions of this paragraph shall not prevent the League from establishing recreational activities according to the ages of the participants in the activities.

13. This Agreement shall have a term of ten (10) years beginning January 1, 2012 and ending December 31, 2021.

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

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

Fort Smith Church Baseball League, Inc.
Attn: Mr. Don Eveld
6401 Carthage
Fort Smith, Arkansas 72903

15. Either party to this Agreement may provide notice to the other at the addresses indicated in paragraph 14 above, that the party deems the other party to the Agreement to be in violation of the Agreement.

(a) The notice shall specify the nature of the alleged violation and the corresponding provision in this Agreement. Within seven (7) days, the other party shall respond in writing regarding the allegations of violation of the Agreement. If the alleged violations have been cured, the response shall so note. If after the exchange of notice of violation and response, either party considers the issue to not be resolved, that party shall notify the other of the date, time and place of a meeting (to be held within the City of Fort Smith and not sooner than seven (7) days from the date of said notice of meeting and not more than fourteen (14) days subsequent to the date of said notice of meeting) at which representatives of the parties shall discuss the alleged violation and the response thereto.

(b) Irrespective of the foregoing, in the event the City determines than any condition on the leased premises constitutes an immediate health hazard to the members of the public, the City shall have the right to immediately take action to correct said condition. In that situation, the City shall notify the representative of the League indentified in paragraph 14 above, by telephone, facsimile transmission or other method designed to provide the most expedient notice to the League. If the League does not subsequently agree to pay the expense of such curative action, the City has the right under this Agreement to petition a court of competent jurisdiction to declare the rights of the parties and, if it is declared that the expense was the obligation of the League under this Agreement, the League shall immediately pay the expense to the City after exhausting judicial remedies regarding that issue. Any failure of the League to comply with the provisions of this paragraph shall be a basis for the City, in its sole discretion to terminate this Lease Agreement on seven (7) days notice of termination.

(c) In the event the meeting of the parties pursuant to the procedures in subparagraph (a) above does not resolve the alleged violation, either party may pursue any available judicial remedy. Upon final determination that the other party is in violation of this Agreement, either party shall have the right to terminate this Agreement on seven (7) days notice to the other.

THIS AGREEMENT EXECUTED as of the date first set forth above by the Mayor and the City Clerk of the City of Fort Smith pursuant to Resolution No. R-201-11 of the Fort Smith Board of Directors and the President and Secretary of the League pursuant to resolution adopted by the Board of Directors of the League.

CITY OF FORT SMITH, ARKANSAS

By: 
Mayor

ATTESTED:


City Clerk

FORT SMITH CHURCH BASEBALL LEAGUE, INC.

By: 
President

ATTESTED:


Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 17 day of November, 2011, before me personally appeared Sandy Sanders, personally known to me to be the individual who executed the within and foregoing instrument, and he acknowledged that he signed the same as the duly authorized agent of the City of Fort Smith, and that the same is the free and voluntary act and deed of the City of Fort Smith, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of November, 2011.

Heather James
Notary Public



My Commission Expires:

6-5-2019

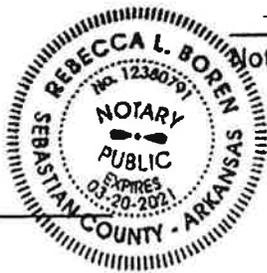
ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 7th day of November, 2011, before me personally appeared Don Eveld, personally known to me to be the President of the Fort Smith Church Baseball League, Inc. and he signed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of November, 2011.

Rebecca L. Boren
Notary Public



My Commission Expires:

3-20-21

Because of the interest of and as an accommodation to the heirs of Leigh Kelley and Fay Kelley, the parties have caused this Agreement to be reviewed by the heirs who, by their signatures, note their concurrence in the Lease Agreement between the City and the League regarding the use of the subject park property.



President, Kelley Realty Co

PENDERGRAFT FIELD

<u>ITEM</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Dugouts	2	17,000
Bleachers	6 Rows x 48' Long	9,000
Fencing	350'	3,000
Scoreboard/Sign	1	3,500
Lights	5 Poles, 12 Fixtures	35,000
Bases	1 set	350
Storage Building		
Restrooms		
Batting Cage		
Scorer Booth		
		TOTAL 67,850

PARKER FIELD

<u>ITEM</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Dugouts	2	17,000
Bleachers	10 Rows x 36' Long	10,000
Fencing	360'	3,000
Scoreboard/Sign	1	3,500
Lights	2 Poles, 5 Fixtures	20,000
Bases	1 set	350
Storage Building		
Restrooms		
Batting Cage		
Scorer Booth		
		TOTAL 53,850

KELLEY FIELD

<u>ITEM</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Dugouts	2	17,000
Bleachers	6 Rows x 45' Long Covered	35,000
Fencing	800'	7,800
Scoreboard/Sign	1	3,500
Lights	5 Poles, 23 Fixtures	65,000
Bases	1 set	350
Storage Building	1	6,000
Restrooms	1 Mens, 1 Womens	15,000
Batting Cage		
Scorer Booth	1	12,000
		TOTAL 161,650
		PAGE TOTAL 283,350

KUYKENDAL FIELD

<u>ITEM</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Dugouts	2	17,000
Bleachers	6 Rows x 48' Long	9,000
Fencing with mesh	550'	5,800
Scoreboard/Sign	1	3,500
Lights	5 Poles, 18 Fixtures	55,000
Bases	1 set	350
Storage Building		
Restrooms		
Batting Cage		
Scorer Booth		
		TOTAL 90,650

HIGGINS FIELD

<u>ITEM</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Dugouts	2	17,000
Bleachers	6 Rows x 48' Long, 4 sets Portable 5 Rows x 25'	25,000
Fencing with mesh	750'	11,000
Scoreboard/Sign	1	3,500
Lights	8 Poles, 17 Fixtures	60,000
Bases	1 set	350
Storage Building		
Restrooms		
Batting Cage		
Scorer Booth		
		TOTAL 116,850

SKOKOS FIELD

<u>ITEM</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Dugouts	2	17,000
Bleachers	6 Rows x 48' Long, 4 sets Portable 5 Rows x 25'	25,000
Fencing with mesh	750'	11,000
Scoreboard/Sign	1	3,500
Lights	8 Poles, 17 Fixtures	60,000
Bases	1 set	350
Storage Building	1	6,000
Restrooms	2 Hole, Male & Female	50,000
Batting Cage		
Scorer Booth	1	12,000
		TOTAL 184,850
		PAGE TOTAL 392,350

FLOCKS FIELD

<u>ITEM</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Dugouts	2	17,000
Bleachers	6 Rows x 50' Long	10,000
Fencing with mesh	1,100'	13,500
Scoreboard/Sign	1	3,500
Lights	8 Poles, 28 Fixtures	65,000
Bases	1 set	350
Storage Building		
Restrooms	3 Hole Men, 2 Hole Women	50,000
Batting Cage		
Scorer Booth	1	6,000
		TOTAL 165,350

HERNREICH FIELD

<u>ITEM</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Dugouts	2	18,000
Bleachers	6 Rows x 50' Long	18,000
Fencing with mesh		65,000
Scoreboard/Sign	1	5,000
Lights	6 Poles, 28 Fixtures	85,000
Bases	1 set	350
Storage Building		
Restrooms		
Batting Cage	1	13,500
Scorer Booth	1	6,000
		TOTAL 210,850
		PAGE TOTAL 376,200

<u>BUILDING</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Main Concession	1	115,000
Hernreich Concession	1	150,000
Old Concession	1	50,000
Umpire Room/Elect. Room		25,000

<u>OTHER</u>	<u>QUANTITY/SIZE</u>	<u>REPLACEMENT COST</u>
Marquee	2	15,000
Bridges	5	15,000
Ticket Booths	5	2,500
Flag Poles	2	2,000
		TOTAL 374,500

GRAND TOTAL 1,426,400

Kelley Ballpark

City of Fort Smith, AR				Value with changes as of 01-01-09		Renewal Values 2010-11		Number of Specific % Colored 125,000 Col								
2008-09 Item #	2008-10 Item #	Item / Occupancy	Location Address	City	Bldg Value	Perm Prop	Bldg Value	Perm Prop	Cont	PG	SQL PL	Year Bldg	NY	RC / FRC	BLD Spc	Ren'd Appr
CHURCH LEAGUE FIELDS																
KENNERGRAFT FIELD																
001-174		Dunouts - 2	Kelley Park - Pandeygraff Field	Fort Smith	12,000	0	12,000		1200	2	NA	1999		RC	BLD	X
001-175		Bleachers - 1	Kelley Park - Pandeygraff Field	Fort Smith	4,300	0	14,138		1200	2	NA	2008		RC	BLD	X
001-176		Fencing - 160'	Kelley Park - Pandeygraff Field	Fort Smith	3,000	0	14,200		1200	2	NA	2003		RC	BLD	X
001-001		Scoreboard/Sign	Kelley Park - Pandeygraff Field	Fort Smith	2,000	0	3,172		1200	2	NA	2008		RC	BLD	X
001-177		Lights	Kelley Park - Pandeygraff Field	Fort Smith	31,300	0	31,300		1200	2	NA	1981		RC	BLD	X
001-178		Bases 1 set	Kelley Park - Pandeygraff Field	Fort Smith	381	0	381		1200	2	NA	1981		RC	BLD	X
PARKER FIELD																
001-179		Dunouts 2	Kelley Park - Parker Field	Fort Smith	13,000	0	13,000		1200	2	NA	1985		RC	BLD	X
001-180		Bleachers - 1	Kelley Park - Parker Field	Fort Smith	28,700	0	28,700		1200	2	NA	1986		RC	BLD	X
001-181		Fencing - 360'	Kelley Park - Parker Field	Fort Smith	7,000	0	14,500		1200	2	NA	1998		RC	BLD	X
001-182		Scoreboard 1	Kelley Park - Parker Field	Fort Smith	2,300	0	1,000		1200	2	NA	1995		RC	BLD	X
001-183		Lights 2 poles 2 fixtures	Kelley Park - Parker Field	Fort Smith	12,500	0	12,500		1200	2	NA	1995		RC	BLD	X
001-184		Bases 1 set	Kelley Park - Parker Field	Fort Smith	361	0	361		1200	2	NA	1996		RC	BLD	X
KELLEY FIELD																
001-185		Dunouts 2	Kelley Park - Kelley Field	Fort Smith	14,300	0	14,300		1200	2	NA	2003		RC	BLD	X
001-186		Bleachers - 1	Kelley Park - Kelley Field	Fort Smith	27,200	0	27,200		1200	2	NA	1990		RC	BLD	X
001-187		Fencing - 350'	Kelley Park - Kelley Field	Fort Smith	3,000	0	23,900		1200	2	NA	2003		RC	BLD	X
001-188		Scoreboard/Sign	Kelley Park - Kelley Field	Fort Smith	4,500	0	4,500		1200	2	NA	2008		RC	BLD	X
001-189		Lights 2 poles 2 fixtures	Kelley Park - Kelley Field	Fort Smith	32,700	0	32,700		1200	2	NA	1990		RC	BLD	X
001-190		Bases	Kelley Park - Kelley Field	Fort Smith	361	0	361		1200	2	NA	1990		RC	BLD	X
001-191		Scoreboard/Sign / Score Booth	Kelley Park - Kelley Field	Fort Smith	18,310	0	18,310		1200	2	NA	1993		RC	BLD	X
001-192		Restrooms - REMOVED - 1992	Kelley Park - Kelley Field	Fort Smith	18,450	0	18,450		1200	2	NA	1971		RC	BLD	X
001-193		Scoreboard - Same as 201-188	Kelley Park - Kelley Field	Fort Smith	12,053	0	12,053		1200	2	NA	1993		RC	BLD	X
REYNOLDS FIELD																
001-194		Dunouts 2	Kelley Park - Reynolds Field	Fort Smith	14,100	0	14,100		1200	2	NA	2003		RC	BLD	X
001-195		Bleachers	Kelley Park - Reynolds Field	Fort Smith	2,300	0	11,133		1200	2	NA	2008		RC	BLD	X
001-196		Fencing with 1/2 way - 510'	Kelley Park - Reynolds Field	Fort Smith	10,300	0	28,750		1200	2	NA	1998		RC	BLD	X
001-197		Scoreboard/Sign	Kelley Park - Reynolds Field	Fort Smith	2,900	0	4,500		1200	2	NA	2008		RC	BLD	X
001-198		Lights 2 poles, 18 fixtures	Kelley Park - Reynolds Field	Fort Smith	41,100	0	41,100		1200	2	NA	1994		RC	BLD	X
001-199		Bases 1 set	Kelley Park - Reynolds Field	Fort Smith	361	0	361		1200	2	NA	1981		RC	BLD	X
HUGHES FIELD																
001-200		Dunouts 2	Kelley Park - Hughes Field	Fort Smith	14,200	0	14,200		1200	2	NA	2003		RC	BLD	X
001-201		Bleachers - 2	Kelley Park - Hughes Field	Fort Smith	14,000	0	25,113		1200	2	NA	2008		RC	BLD	X
001-202		Fencing with 1/2 way - 280'	Kelley Park - Hughes Field	Fort Smith	6,900	0	16,830		1200	2	NA	2008		RC	BLD	X
001-203		Scoreboard/Sign	Kelley Park - Hughes Field	Fort Smith	4,300	0	4,300		1200	2	NA	2008		RC	BLD	X
001-204		Lights 2 poles, 17 fixtures	Kelley Park - Hughes Field	Fort Smith	54,700	0	54,700		1200	2	NA	1993		RC	BLD	X
001-205		Bases 1 set	Kelley Park - Hughes Field	Fort Smith	361	0	361		1200	2	NA	1998		RC	BLD	X
SKOKOS FIELD																
001-206		Dunouts 2	Kelley Park - Skokos Field	Fort Smith	14,000	0	14,000		1200	2	NA	2003		RC	BLD	X
001-207		Bleachers - 2	Kelley Park - Skokos Field	Fort Smith	14,300	0	25,113		1200	2	NA	2008		RC	BLD	X
001-208		Fencing with 1/2 way - 180'	Kelley Park - Skokos Field	Fort Smith	14,200	0	28,400		1200	2	NA	2003		RC	BLD	X
001-209		Scoreboard/Sign	Kelley Park - Skokos Field	Fort Smith	4,200	0	4,200		1200	2	NA	2008		RC	BLD	X
001-210		Lights 2 poles, 17 fixtures	Kelley Park - Skokos Field	Fort Smith	52,200	0	72,200		1200	2	NA	1998		RC	BLD	X
001-211		Bases 1 set	Kelley Park - Skokos Field	Fort Smith	361	0	361		1200	2	NA	1998		RC	BLD	X
001-212		Scoreboard/Sign	Kelley Park - Skokos Field	Fort Smith	4,200	0	4,200		1200	2	NA	1998		RC	BLD	X
001-213		Restrooms / Electric / Storage Shed	Kelley Park - Skokos Field	Fort Smith	51,300	0	103,800		1200	2	NA	2008		RC	BLD	X
001-214		Score Booth / Storage Building	Kelley Park - Skokos Field	Fort Smith	13,200	0	18,100		1200	2	NA	1993		RC	BLD	X
001-215		Storage-Highway Signs Structure	Kelley Park - Skokos Field	Fort Smith		0	20,368		1200	2	NA	2008		RC	BLD	X
FLOCKS FIELD																
001-216		Dunouts 2	Kelley Park - Flocks Field	Fort Smith	15,800	0	15,800		1200	2	NA	2001		RC	BLD	X
001-217		Bleachers - 2	Kelley Park - Flocks Field	Fort Smith	3,000	0	25,113		1200	2	NA	2008		RC	BLD	X
001-218		Fencing with 1/2 way - 160'	Kelley Park - Flocks Field	Fort Smith	19,300	0	22,900		1200	2	NA	1981		RC	BLD	X
001-219		Scoreboard/Sign	Kelley Park - Flocks Field	Fort Smith	3,000	0	3,000		1200	2	NA	2008		RC	BLD	X
001-220		Lights 2 poles, 21 fixtures	Kelley Park - Flocks Field	Fort Smith	74,100	0	141,000		1200	2	NA	1981		RC	BLD	X
001-221		Bases 1 set	Kelley Park - Flocks Field	Fort Smith	361	0	361		1200	2	NA	1986		RC	BLD	X
001-222		Restrooms	Kelley Park - Flocks Field	Fort Smith	30,700	0	49,000		1200	2	NA	1983		RC	BLD	X
001-223		Score Booth	Kelley Park - Flocks Field	Fort Smith	9,700	0	7,100		1200	2	NA	2001		RC	BLD	X
001-224		Retained Wall - Outlets	Kelley Park - Flocks Field	Fort Smith		0	24,665		1200	2	NA	2008		RC	BLD	X
HERRINCH FIELD																
001-225		Dunouts 2	Kelley Park - Herrinich Field	Fort Smith	23,200	0	23,200		1200	2	NA	2001		RC	BLD	X
001-226		Bleachers - 2	Kelley Park - Herrinich Field	Fort Smith	8,100	0	23,111		1200	2	NA	2008		RC	BLD	X
001-227		Fencing with 1/2 way - 1300'	Kelley Park - Herrinich Field	Fort Smith	58,200	0	101,500		1200	2	NA	2001		RC	BLD	X
001-228		Scoreboard/Sign	Kelley Park - Herrinich Field	Fort Smith	9,200	0	13,100		1200	2	NA	1983		RC	BLD	X
001-229		Lights	Kelley Park - Herrinich Field	Fort Smith	97,100	0	121,000		1200	2	NA	2001		RC	BLD	X
001-230		Bases 1 set	Kelley Park - Herrinich Field	Fort Smith	361	0	361		1200	2	NA	1983		RC	BLD	X
001-231		Bathing Cage	Kelley Park - Herrinich Field	Fort Smith	23,200	0	23,200		1200	2	NA	1983		RC	BLD	X
001-232		Score Booth	Kelley Park - Herrinich Field	Fort Smith	7,300	0	7,300		1200	2	NA	2001		RC	BLD	X
001-233		Removal of Existing Restroom/Score Booth	3100 South of Street	Fort Smith	150,000	0	179,000		1200	2	NA	1983		RC	BLD	X
PARKWAY OR OTHER																
001-234		Basement Metal Concession	1801 Old Greenwood Road	Fort Smith	17,200	0	140,700		1200	2	NA	1970		RC	BLD	X
001-235		Lighting - PART OF 001-232	Kelley Park - Other or Parkway	Fort Smith	24,000	0	0		1200	2	NA	1970		RC	BLD	X
001-236		Lighting 2	Kelley Park - Other or Parkway	Fort Smith	15,400	0	15,400		1200	2	NA	1983		RC	BLD	X
001-237		Lighting 3	Kelley Park - Other or Parkway	Fort Smith	15,400	0	15,400		1200	2	NA	2001		RC	BLD	X
001-238		Lighting 4	Kelley Park - Other or Parkway	Fort Smith	2,875	0	2,875		1200	2	NA	2000		RC	BLD	X
001-239		Lighting 5	Kelley Park - Other or Parkway	Fort Smith	2,100	0	2,100		1200	2	NA	1983		RC	BLD	X
001-240		Lighting 6	1823 Old Greenwood Road	Fort Smith	11,500	0	174,000		1200	2	NA	2000		RC	BLD	X
001-241		Lighting 7	Kelley Park - Other or Parkway	Fort Smith		0	11,500		1200	2	NA	2001		RC	BLD	X
001-242		Lighting 8	Kelley Park - Other or Parkway	Fort Smith	97,500	0	97,500		1200	2	NA	2001		RC	BLD	X
001-243		Lighting 9	Kelley Park - Other or Parkway	Fort Smith	38,500	0	38,500		1200	2	NA	2000-2001		RC	BLD	X

\$ 2,065,500

ASSET VALUES
as of Feb, 2010

Fort Smith Church League Association Asset Values - Kelley Ballpark 2-18-10.xls

2009 2010 2011
2010 & 2011 Improvements

2010 & 2011 Improvements \$82,200

TOTAL - Oct, 2011 2,147,700

now 511426

6A.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE FORT SMITH TIGERS SOFTBALL PROGRAM

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 that certain agreement with the Fort Smith Tigers Softball Program providing for a one-time payment by the City to Kerwin's Athletic Goods in the amount of \$1,919.96 for the purchase of uniforms during calendar year 2012 for services provided to the City and its inhabitants, which services include providing a summer youth softball program for cultural and educational purposes to enhance and provide for the health and welfare of the inhabitants of the City during the year 2012.

SECTION 2: It is hereby declared and determined by the Board of Directors that the subject matters of the agreements authorized by Section 1 above deal with providing services in an exceptional situation where competitive bidding procedures are not feasible so that such competitive bidding procedures are hereby waived with reference to such agreement.

SECTION 3: The authorization set forth in Sections 1 and 2 above are deemed and declared to be severable.

PASSED AND APPROVED this 5th day of June, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

*Approved as to form
JEC
No publication required*

AGREEMENT

THIS AGREEMENT made and entered into this 5th day of June, 2012, by and between the City of Fort Smith, Arkansas (“City”), and **Fort Smith Tigers Softball Team**, a city wide, non-sectarian, incorporated, community organization (“The Community Organization”),

WITNESSETH:

WHEREAS, The Community Organization has possession and control of physical facilities suitable 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, safety, and welfare of the City’s inhabitants; and

WHEREAS, the parties desire to provide a program of such services and facilities 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. The Community Organization will provide to the City and its inhabitants, for the year 2012, a service which will provide uniforms for a summer youth softball program.

2. In consideration for the providing of the services described in the preceding paragraph, the City agrees to pay the sum of \$1,919.96 in installments as follows: Payment Direct to Kerwin’s Athletic Goods. The Community Organization shall provide to the City a six month Use of Funds Summary and a yearend Use of Funds Summary accounting how funds received were spent to benefit the City and its inhabitants.

3. It is agreed by The Community Organization that the City shall have the right, at all reasonable times, to inspect the facilities and programs being provided by The Community Organization under this Agreement, and shall have the right, at all reasonable times, to inspect the financial and other records of The Community Organization. After inspection or investigation, the City shall have the right to notify The Community Organization, in writing, of any deficiencies in the program and/or facilities 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. To assist the City in monitoring its activities, The Community Organization shall, on a quarterly or more frequent basis, provide to the City Administrator, or his/her designated agent, a report of The Community Organization’s financial and service activities during the period preceding such report.

4. Furthermore, the City shall have the right to cancel this Agreement upon the happening of any of the following:

a. Any substantial damage to or destruction of The Community Organization’s facilities within the City by fire, wind, or other casualty; 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 The Community Organization;
or

c. A determination by the Board of Directors that The Community Organization, 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.

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 immediately to 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, The Community Organization understands and agrees that the City shall immediately cease paying any further monies under this Agreement, and agrees additionally The Community Organization will refund to the City, on a pro-rated basis, monies paid by the City for services not rendered by The Community Organization.

5. The Community Organization shall indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on 42 U.S.C. subsection 1983), 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 The Community Organization.

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 contract to fulfill a specific governmental purpose. Accordingly, in the performance of this Agreement, The Community Organization 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 The Community Organization will be receiving monies from the City under this Agreement, The Community Organization 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. _____ adopted on June 5, 2012.

IN WITNESS WHEREOF, the parties have set their hands and seals this 5th day of June, 2012.

City of Fort Smith

By: _____
Mayor

Attest:

City Clerk

Name of Community Organization

By: _____
President

Attest: _____
Secretary



MEMORANDUM

TO: Board/Administration/Department Heads

FROM : Mayor Sandy Sanders 

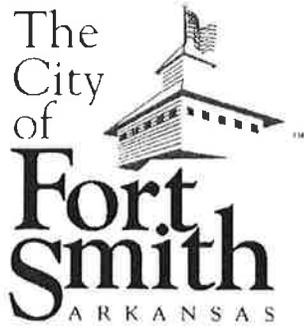
RE: Agreement for Services with Fort Smith Tigers Baseball Program

DATE: May 18, 2012

The attached ordinance and agreement are presented for your consideration and approval. A request was made to my office by Mr. William Whitley on behalf of the Fort Smith Tigers Baseball Program. It provides instruction, coaching and games during the summer at Martin Luther King, Jr. Park for approximately 150 boys and girls ages 8 to 12.

The fund request of \$1,919.96 is to purchase uniform shirts, shorts and hats for all the participants.

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



MEMORANDUM

May 30, 2012

TO: Mayor/Board/Administration/Department Heads

FROM : Kara Bushkuhl, Director of Finance *Kara*

SUBJECT: Funding for Tigers Uniforms

The Mayor has requested that the funding to purchase the Tigers uniforms be made from his 4100-219 public relations account. The total budget for this account is \$90,000.

If you have questions, please let me know.

ORDINANCE NO. _____

**AN ORDINANCE TO ABANDON A
PUBLIC UTILITY EASEMENT
LOCATED IN 7110 GROUP ADDITION, 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:

Part of Lot 2A, 7110 Group Addition, Fort Smith, Sebastian County, Arkansas, being filed for record November 15, 2011, as plat 1861, being more particularly described as follows:

Beginning at the northwest corner of said Lot 2A, thence along the northerly line of said Lot 2A, S60°15'55"E, 11.20 feet; thence S02°57'36"E, 551.83 feet; thence N87°51'40" W, 10.00 feet to the west line of said Lot 2A; thence N02°57'36"E, 557.02 feet to the Point of Beginning, containing 5,544 square feet, more or less.

The public utility easement being released, vacated and abandoned is no longer required for municipal corporate purposes.

*Approved as to form
JLC
no publication required*

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 JUNE
2012.**

APPROVED:

Mayor

ATTEST:

City Clerk

Memo

To: Ray Gosack, City Administrator
From: Wally Bailey, Director of Development Services
Date: 5/31/2012
Re: Request for Abandonment of a Public Utility Easement
7110 Group Addition, Lot 2A

We received a request from Rodney Ghan to abandon a 10' public utility easement on the west side of Lot 2A of 7110 Group Addition. The abandonment will facilitate the continued development at 7110 Rogers Avenue.

The request to abandon the easement was reviewed by the franchise utility companies and applicable city departments. No objections were received.

Enclosed is a vicinity map, a map indicating the area of the easement to be abandoned, and Mr. Ghan's application. A site plan of the development is also enclosed.

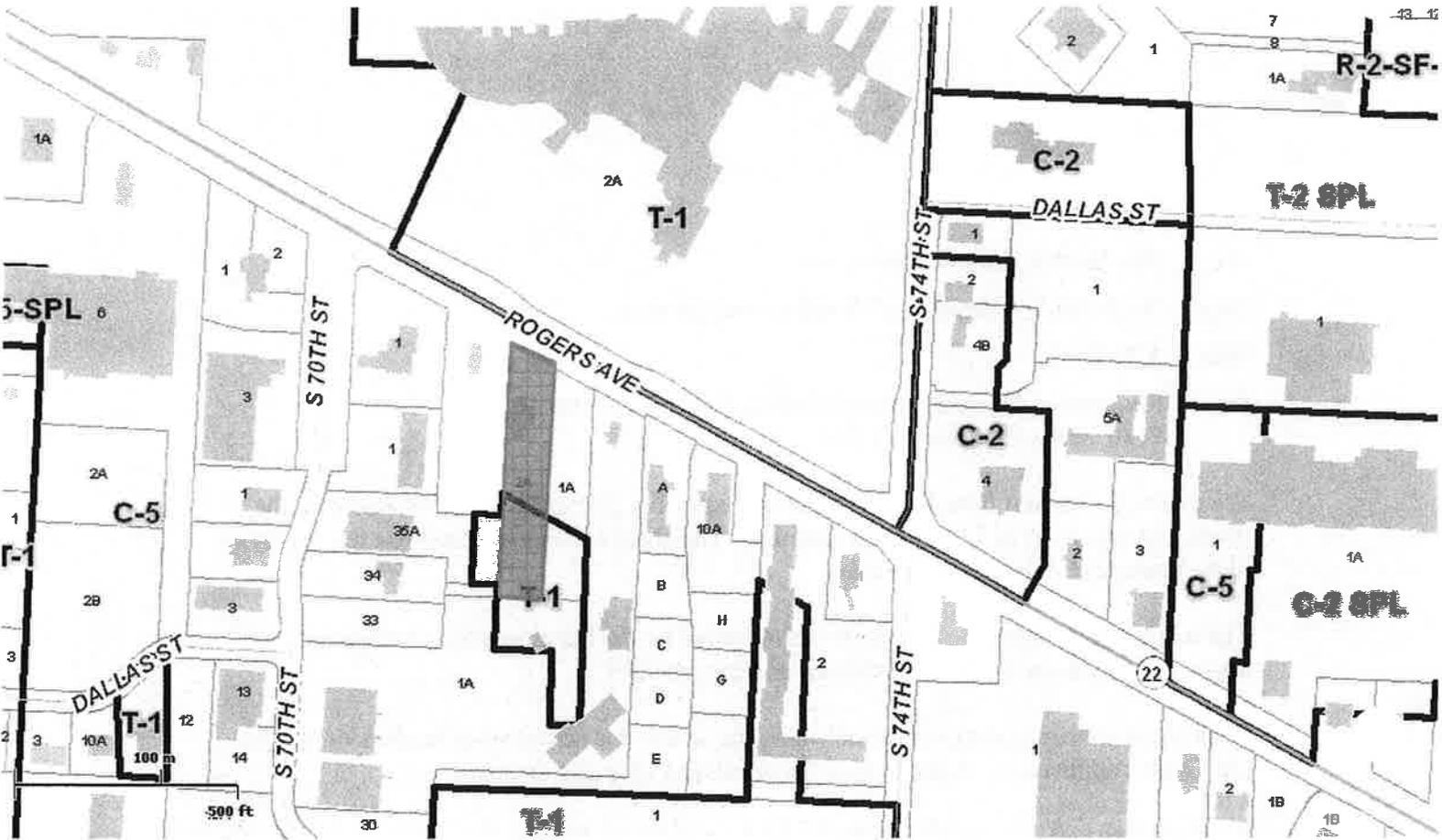
An ordinance will be presented to the Board for their consideration.

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

Enc.

Vicinity Map

7110 Group Addition, Lot 2A



2009 City of Fort Smith, AR. Printed on Wed May 23 2012 01:20:11 PM.

**CITY OF FORT SMITH, ARKANSAS
REQUEST FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY, ALLEY OR PUBLIC
EASEMENT**

APPLICATION:

Indicate one contact person for application: Applicant Representative

Applicant (owner)

Representative (engineer, attorney, realtor, etc)

Name: Rodney Ghan

Name: _____

Address: 4611 Rogers Avenue
Suite 201
Fort Smith, AR 72903

Address: _____

Telephone Number: 479-478-6161

Telephone Number: _____

E-Mail: rhghan@rhghan.com

E-Mail: _____

Site Address/Location: 7110 Rogers Avenue

Legal Description of area to be vacated (attach separate sheet if necessary):
(Attached)

Assessor's Parcel Number for Subject Property: 16014-0000-00000-00

Reason for Request: No utilities placed in corridor

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.

I understand that I shall bear the expense of publication of notice given by the City in addition to the expense of publication of the ordinance after adoption by the Board of Directors.

Name: (printed) Rodney H. Ghan

Signature: [Handwritten Signature] Date: 5/15/12

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.

Application Checklist:

- A list from the Sebastian County Assessor's Office showing all property owners within 300 feet of all perimeter points of the tract being considered for abandonment. *(County Assessor is located in Room 107 of the Sebastian County Courthouse).*
- Abstractor's Certificate of Ownership stating names of all owners of property abutting the property to be vacated
- Petition with signatures of all abutting property owners
- Metes and Bounds legal description of the area to be vacated (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 within the property to be vacated
- Application Fee of \$150.00. This fee is non-refundable.

10' Utility Easement to be Abandoned (7110 Group Addition)

Part of Lot 2A, 7110 Group Addition, Fort Smith, Sebastian County, Arkansas, being filed for record November 15, 2011 as plat 1861, being more particularly described as follows:

Beginning at the northwest corner of said Lot 2A, Thence along the northerly line of said Lot 2A, S60°15'55"E, 11.20 feet; Thence S02°57'36"E, 551.83 feet; Thence N87°51'40"W, 10.00 feet to the west line of said Lot 2A; Thence N02°57'36"E, 557.02 feet to the Point of Beginning, containing 5,544 square feet, more or less.

RESOLUTION _____

**A RESOLUTION AUTHORIZING A TIME EXTENSION
AND ASSESSING LIQUIDATED DAMAGES FOR THE
CONSTRUCTION OF STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 11-03-A**

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

SECTION 1: A time extension with Forsgren, Inc., for Street Overlays/Reconstruction, Project No. 11-03-A, which increases the contract time by 21 calendar days, is hereby approved.

SECTION 2: The City of Fort Smith hereby assesses liquidated damages for 15 calendar days in the amount of \$7,500.00 on Street Overlays/Reconstruction, Project No. 11-03-A.

This Resolution adopted this _____ day of June, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form

JSC

No Publication Required

Publish _____ Times

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING COMPLETION OF AND
AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 11-03-A**

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 Street Overlays/Reconstruction, Project No. 11-03-A, as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$19,116.56 to the contractor, Forsgren. Inc., for the Street Overlays/Reconstruction, Project No. 11-03-A.

This Resolution adopted this _____ day of June, 2012.

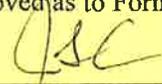
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



 No Publication Required
 Publish ___ Times

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering 

DATE: May 30, 2012

SUBJECT: 2011 Sales Tax Program
Street Overlays/Reconstruction
Project No. 11-03-A

The above subject project consisted of asphalt street overlays, reconstruction and minor drainage improvements to the streets listed on the attached sheet and shown on the attached exhibit. The total length of streets improved was approximately 3.4 miles. A project summary sheet is attached.

The project was substantially complete on March 16, 2012, 36 days beyond the contract completion date. The contractor has requested that a 21 day time extension be granted due to weather (19 days) and utility conflicts (2 days). The staff concurs that 21 additional days are warranted and recommends assessment of liquidated damages for the remaining 15 days. The contract specifies liquidated damages in the amount of \$500.00 per day which results in a decrease in the final payment to the contractor in the amount of \$7,500.00.

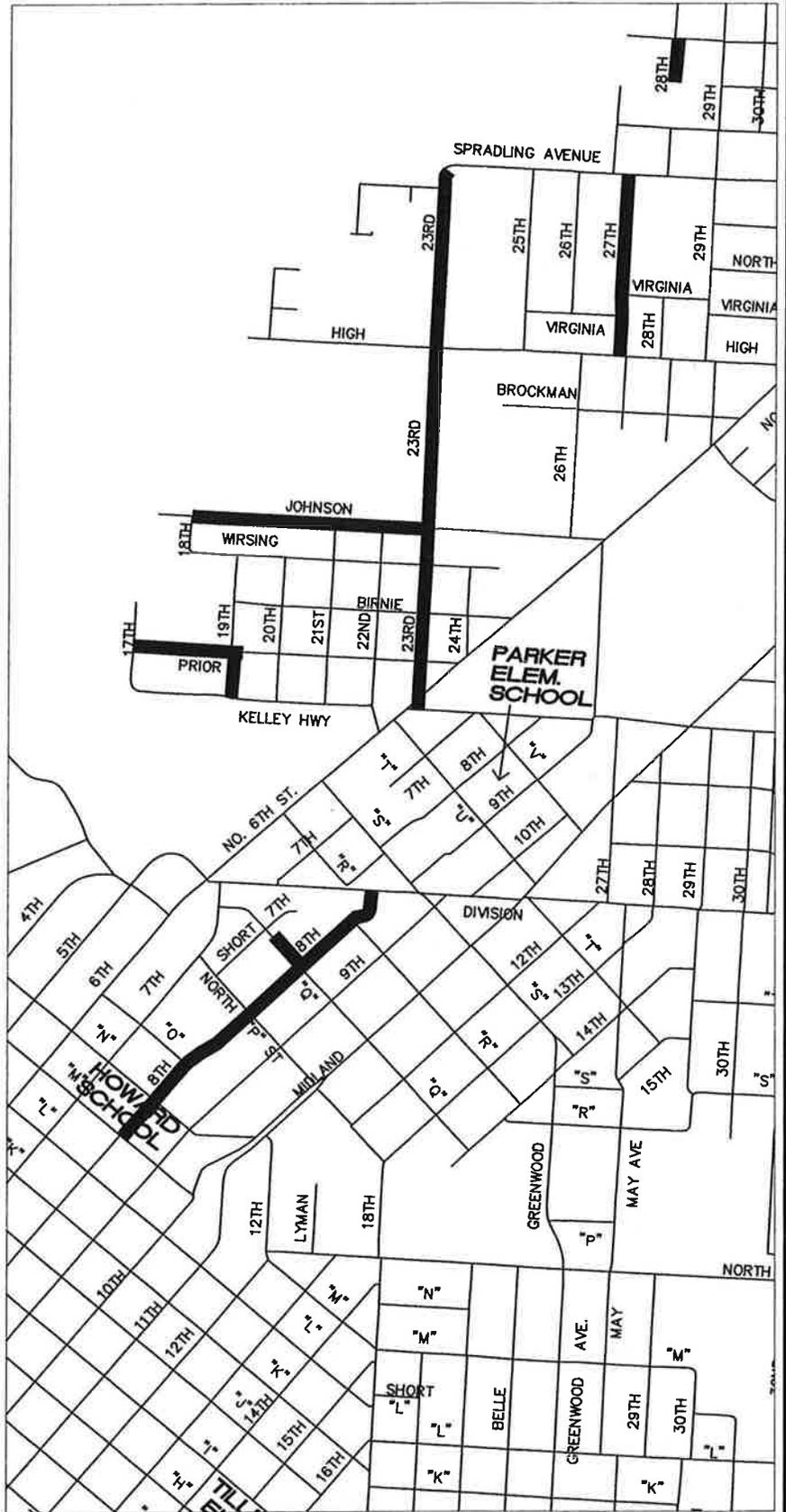
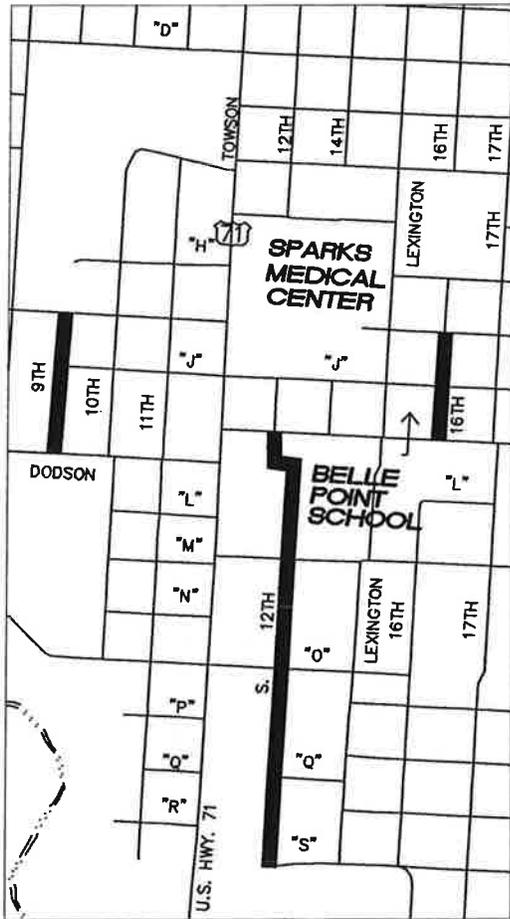
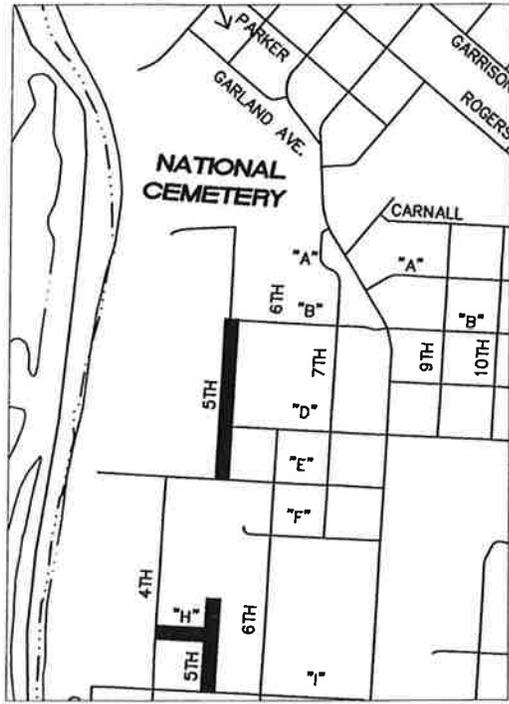
The final contract amount is \$589,789.96 (18.1%) under the original contract amount. Of this amount, \$360,000 is attributed to under runs in the quantity of concrete shoulder and concrete channel work items. Much of this work was deleted due to tapering of the asphalt shoulder and modification/grading of the existing earthen ditches.

Attached is a Resolution to increase the contract time and assess liquidated damages, and a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the two Resolutions be accepted by the Board at the next regular meeting.

Enclosure

**2011 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 11-03-A**

STREET	FROM	TO	LENGTH
19TH ST.	KELLEY HWY.	PRYOR AVE.	334
PRYOR AVE.	17TH ST.	19TH ST.	700
28TH ST.	END OF ROAD	NEIS ST.	301
JOHNSON ST.	18TH ST.	23RD ST.	1,678
8TH ST.	NORTH M ST.	DIVISION ST.	2,564
NORTH Q ST.	SHORT 7TH ST.	8TH ST.	352
23RD ST.	6TH ST.	SPRADLING AVE.	4,085
27TH ST.	HIGH ST.	SPRADLING ST.	1,327
5TH ST.	SOUTH B ST.	SOUTH E ST.	1,051
5TH ST.	SOUTH I ST.	END OF ROAD	597
SOUTH H ST.	4TH ST.	5TH ST.	341
9TH ST.	DODSON AVE.	SOUTH I ST.	920
12TH ST.	DODSON AVE.	SOUTH S ST.	2,980
16TH ST.	DODSON AVE.	SOUTH I ST.	702
			17,932



2011 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION



Project: 11-03-A
Date: OCT. 2010
Scale: NONE
Drawn By: RBR

SUMMARY SHEET

City of Fort Smith
 Project Status: Complete
 Today's Date: 5/30/2012
 Staff contact name: Stan Snodgrass
 Staff contact phone: 784-2225
 Contract time (no of days): 210
 Notice to proceed issued: 7/15/2011

Project name: Street Overlays/Reconstruction
 Project number: 11-03-A
 Consultant engineer: McGuire Engineering
 Project contractor: Forsgren, Inc.

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$3,251,445.44	6/14/2011	2/9/2012
Contract Revisions:			
1 Time extension 21 days			
15 days liquidated damages @ \$500/day	(\$7,500.00)		
2			
3			
Adjusted contract amount	\$3,243,945.44		
Payments to date (as negative):	\$2,635,038.92		
Amount of this payment	\$19,116.56		
Contract balance remaining	\$589,789.96		
Retainage held		0%	
Final payment	\$19,116.56		
Amount under original as a percentage		18.1%	

Final Comments:

The project was substantially complete on March 16, 2012, 36 days beyond the contract completion date. The contractor has requested that a 21 day time extension be granted due to weather (19 days) and utility conflicts (2 days). The staff concurs that 21 additional days are warranted and recommends assessment of liquidated damages for the remaining 15 days. The contract specifies liquidated damages in the amount of \$500.00 per day which results in a decrease in the final payment to the contractor in the amount of \$7,500.00.

The final contract amount is \$589,789.96 (18.1%) under the original contract amount. Of this amount, \$360,000 is attributed to under runs in the quantity of concrete shoulder and concrete channel work items. Much of this work was deleted due to tapering of the asphalt shoulder and modification/grading of the existing earthen ditches.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
ENGINEERING SERVICES AGREEMENT FOR THE DESIGN OF
JENNY LIND ROAD AND INGERSOLL AVENUE
PROJECT NO. 07-01-A, AHTD JOB NO. 040471**

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

SECTION 1: The Mayor is authorized to execute Supplemental Agreement No. 3 to the engineering services agreement with Crafton Tull & Associates, Inc. for the design of Jenny Lind Road and Ingersoll Avenue which increases the contract amount by \$2,582.39 to an adjusted contract amount of \$1,356,242.40, is hereby approved.

SECTION 2: Payment for engineering services authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

Adopted on this _____ day of June, 2012.

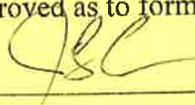
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form



NPR

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering *SS*

DATE: May 30, 2012

SUBJECT: Jenny Lind Road & Ingersoll Avenue Widening
Project No. 07-01-A, AHTD Job No. 040471
Supplemental Agreement to Engineering Services Contract

The Jenny Lind Road & Ingersoll Avenue Widening Project includes the re-construction and widening of Jenny Lind Road from Cavanaugh Road to Zero Street, widening of Ingersoll Avenue from Highway 271 to Jenny Lind Road, and the extension of Ingersoll Avenue from Jenny Lind Road to Highway 71. A location map showing the proposed project is attached.

The original engineering services design contract with Crafton Tull & Associates, Inc. has a maximum "not to exceed" amount of \$1,353,660.01. Two subsequent Supplemental Agreements causing a reduction of the original contract amount have been approved by the Arkansas Highway and Transportation Department (AHTD) and the City. A third supplemental agreement is being requested by Crafton Tull & Associates, Inc. as a result of additional engineering design and geotechnical work. The proposed contract amendment will cause a net increase of \$2,582.39 above the original contract amount. All of the engineering services design contract amendments are summarized below:

- July 2007 - Original Engineering Services Design Contract
Total contract amount \$1,353,660.01 with a 36 month term.
 - July 2010 - Supplemental Agreement No. 1
Reduced Morrison Shipley Engineers (sub-consultant) overhead rate. Extended contract term from 36 months to 48 months. Total contract reduction of \$34,521.07.
 - February 2011 - Supplemental Agreement No. 2
Decreased total number of acquisitions to be negotiated by Universal Field Services (sub-consultant). Increased FTN's (sub-consultant) environmental services contract to include monitoring well investigation work and additional Environmental Assessment Report revisions requested by AHTD. Extended contract term from 48 months to 60 months. Total contract reduction of \$62,343.13.
-
-

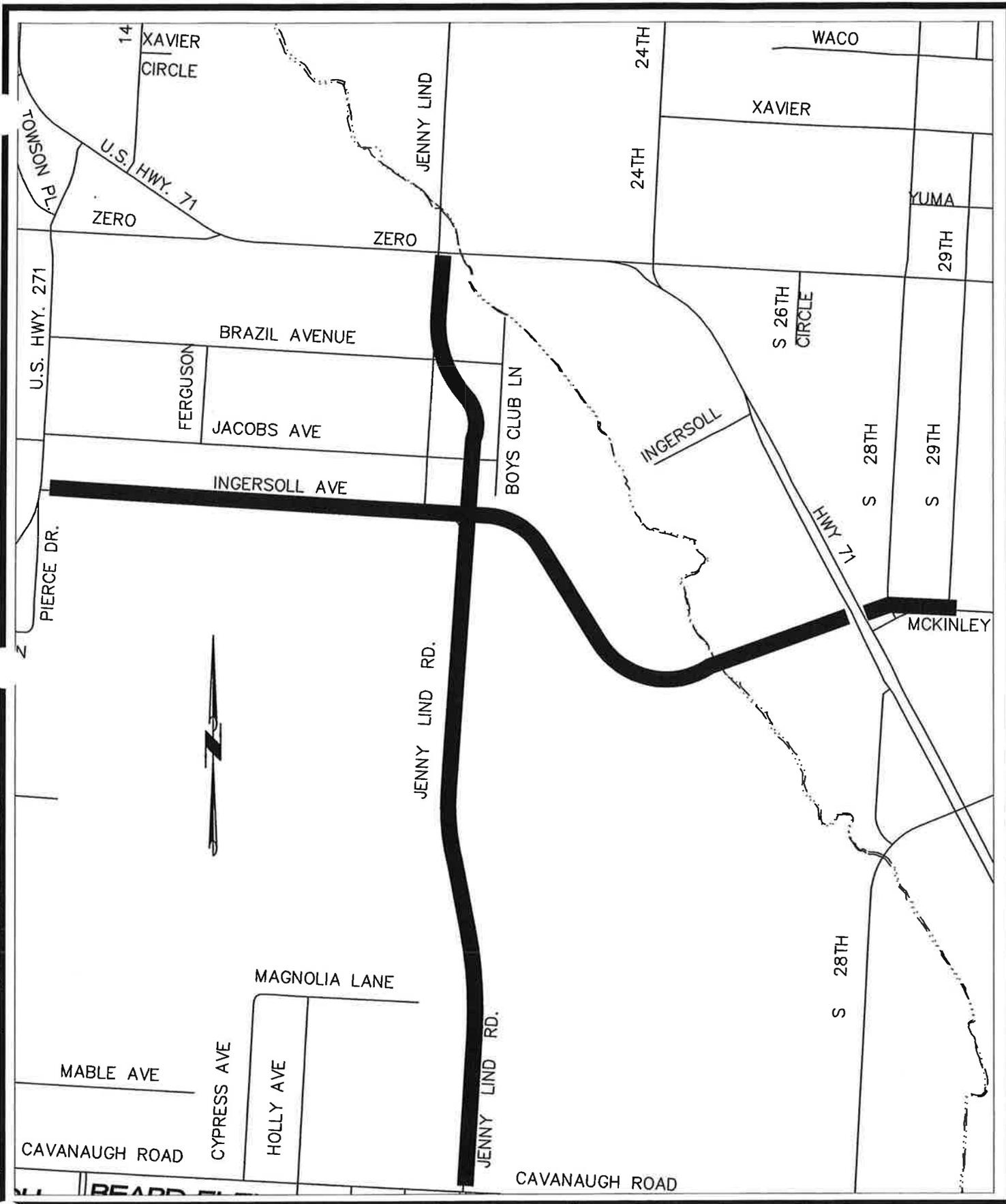
The City of Fort Smith Arkansas
Engineering Department
623 Garrison Avenue • P.O. Box 1908
Fort Smith, Arkansas 72902
Phone: 479-784-2225 • Fax: 479-784-2245

Ray Gosack
May 30, 2012
Page 2

- March 2012 - Supplemental Agreement No. 3
Increase Crafton Tull & Associates, Inc. scope of services to include work not included in the original contract. This includes additional geotechnical investigation/design work for concrete retaining walls and additional construction plan and right-of-way plan revisions. Extends contract term from 60 months to 84 months. Total contract increase of \$99,446.59 (Net contract increase of \$2,582.39 over original contract amount).

Attached is the Resolution which authorizes the Mayor to execute Supplemental Agreement No. 3 to the engineering services contract. I recommend the Resolution be adopted by the Board at the next regular meeting.

Enclosure



2012 CAPITAL IMPROVEMENTS PROGRAM
 JENNY LIND
 ZERO STREET TO CAVANAUGH ROAD



Project:	
Date:	MAY 2012
Scale:	NONE
Drawn By:	RBR

RESOLUTION _____

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
ENGINEERING SERVICES AGREEMENT FOR THE DESIGN OF
THE ARKANSAS RIVER LEVEE REPAIR
PROJECT NO. 06-06-A**

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

SECTION 1: Amendment No. 1 to the engineering services agreement with Philip J. Leraris, P.E., for the design of the Arkansas River Levee Repair, Project No. 06-06-A which increases the contract amount by \$35,515.00 to an adjusted contract amount of \$88,200.00, is hereby approved.

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 June, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form

JJC

- No Publication Required
- Publish _____ Times

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering 

DATE: May 30, 2012

SUBJECT: Arkansas River Levee Repair
Engineering and Surveying Services
Project No. 06-06-A

In December 2005, Philip J. Leraris, P.E., L.S., was retained as the consulting Engineer for the Arkansas River Levee Repair, Project 06-06-A. The original scope of work for this project consisted of designing a new levee segment for the Rice Carden Levee to replace the segment which washed out in 1990. The original design included preparing the alignment, cross-sections, and details for approximately 0.3 miles of the levee. This design was based upon the use/reuse of available soil from the remaining levee and adjoining lands similar to the original design used for the entire Rice-Carden Levee. The original contract was in the amount of \$52,685.00. The scope of the original work has increased considerably during the past few years due to the Federal Emergency Management Agency (FEMA) levee certification requirements which were not in effect when this project first began.

The project was placed on hold in July 2006 due to the FEMA's required evaluation of the entire levee system in accordance with federal design criteria. This evaluation was a result of FEMA's nationwide flood insurance map updating which required certification of levee systems. Subsequently, the engineering firm of Freese and Nichols (FN) was retained to provide the certification of the entire 5 miles of the Fort Smith levee in accordance with the FEMA requirements. This work included detailed surveying, profiling and cross-sectioning of the entire levee, substantial soils investigation, drainage outfall culvert inspections and design of appropriate gate or closure devices.

In October 2010, in conjunction with the ongoing FN levee certification work, we continued the work with Leraris on the Arkansas River Levee Repair. However, the extent of the work for the Rice Carden repair work was unknown at that time due to the many agencies involved and was contingent on forthcoming soils investigation and further reviews by various entities (FEMA, USACOE, AHTD and Kansas City Southern Railroad). As such, Leraris agreed to maintain their hourly rate from the 2006 project and submit a contract amendment at the conclusion of the project with a detail of the work provided.

The construction project bid on April 24, 2012, and a construction contract in the amount of \$1.225 million was approved at the May 1, 2012 Board of Director's meeting. Following the bid opening, we discussed with Leraris the amount expended on this engineering services amendment. Applying the contracted 2006 billing rates, the amount for these additional services is \$30,515.00 above the original contract amount. A detailed summary of the additional work items is shown below. The total contract amendment of \$35,515.00 also includes an estimated \$5,000.00 for anticipated field work during construction for verification of a variable quantity of earthwork.

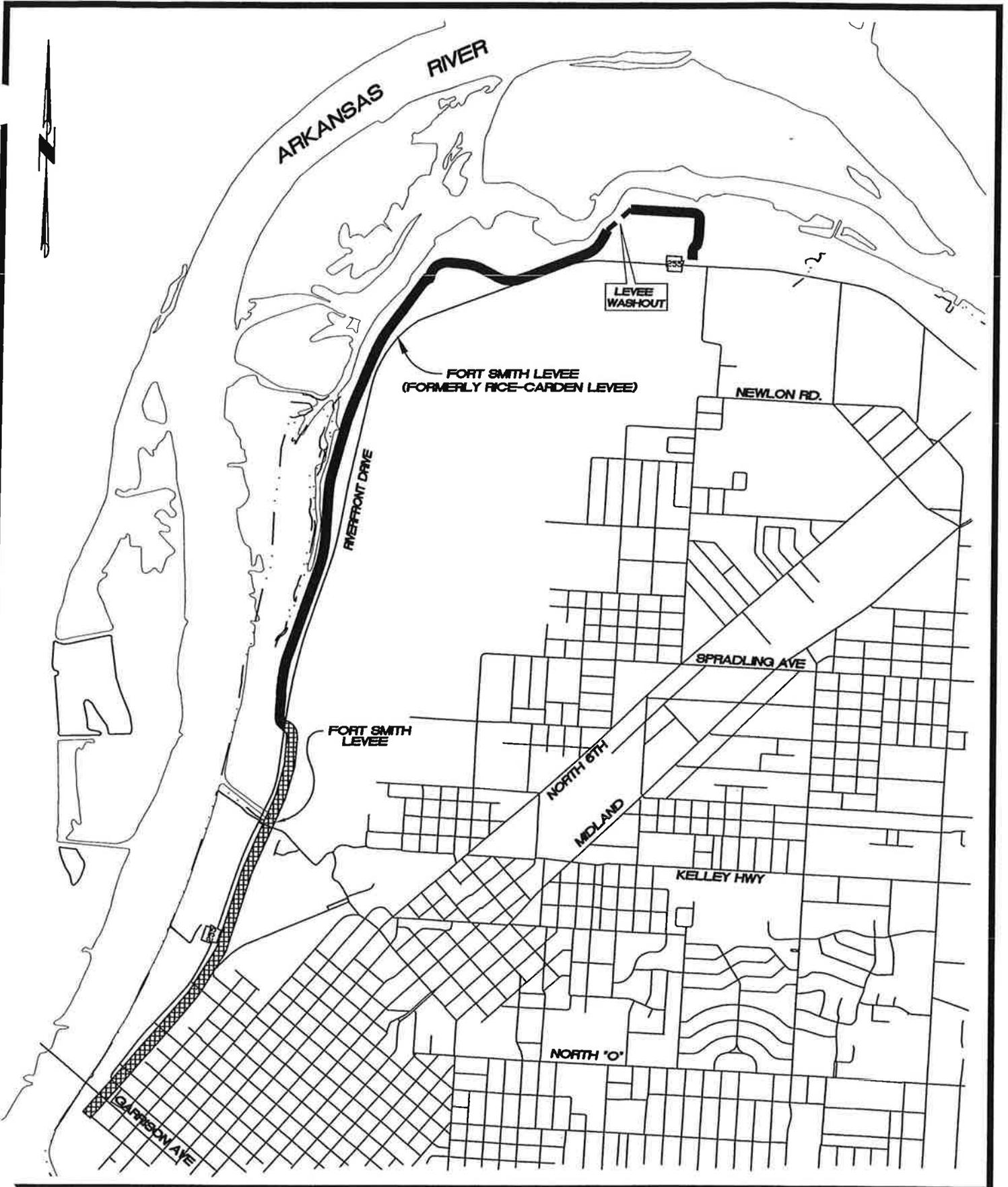
Ray Gosack
May 30, 2012
Page 2

Additional work items that were required for the Arkansas River Levee Repair, Project 06-06-A, include:

Meeting with City and FTN; Submittal of plans to FTN for USACOE permit
Review of FN profile and sections
Review of revised FN report; Meetings with City regarding staking test pits and boring hole for additional testing requested by FN
Staking same and flagging roadway to clear for testing equipment
Re-establishment of base line for the entire Rice Carden levee
Field inspection to delineate areas of clearing/grubbing along slopes/toes of RC levee
Creating plan sheets for supplemental clearing/grubbing
Plans preparation of slope reconstruction for approximately 1200 LF of existing levee
Modification of new levee construction for tying to existing levee
Design of a secondary construction entrance
Revisions of cross section of new levee construction per FN modeling
Design of fill areas at Riverfront Drive to keep adequate freeboard for levee
Revision of driveway onto Riverfront Drive at Williams Lane
Additional erosion and sediment control plan
Additional quantity calculations for earthwork, clearing, grubbing, seeding, sodding, filling
Revising quantity sheets and cost estimates
Onsite meetings with project engineer and city inspectors
Reviews and comments of special conditions from project engineer
Addressing comments from two reviews of USACOE
Revision of 48-inch storm drain per USACOE comments
Revision of new levee core per USACOE comments
Final revision of quantities and plans
Final cost estimate

I recommend approval of the amendment to the engineering services with Philip J. Leraris, P.E., L.S. Attached is a Resolution to accomplish this recommendation. Funds are available in the Sales Tax Program (1105) for this work.

Enclosure



2012 CAPITAL IMPROVEMENTS PROGRAM
 LEVEE CERTIFICATION & REPAIR
 FORT SMITH, ARKANSAS



Project:	
Date:	MARCH 2012
Scale:	NONE
Drawn By:	RBR

66

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE LUTHERAN
DUVAL NEIGHBORHOOD ASSOCIATION, INC. TO MAINTAIN A
NEIGHBORHOOD PARK AT 623 NORTH 13TH STREET

WHEREAS, Resolutions R-140-05 and R-158-05 authorized an agreement with the Lutheran Duval Neighborhood Association, Inc. to establish and maintain a neighborhood park on City owned property at 623 North 13th Street; and

WHEREAS, such original agreement has lapsed and renewal is in order; and

WHEREAS, such an agreement is hereby deemed beneficial to and in the best interests of both the neighborhood and the City; and

NOW, THEREFORE, 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 Agreement Regarding Neighborhood Park with the Lutheran Duval Neighborhood Association, Inc., to maintain a neighborhood park on City owned property at 623 North 13th Street.

PASSED AND APPROVED this ____ day of _____, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

JSC

City Attorney

Publish ___ time

No publication required

Memo



To: Ray Gosack, City Administrator
From: Jeff Dingman, Deputy City Administrator
Date: 5/30/2012
Re: Lutheran Duval Neighborhood Agreement

Attached for consideration by the Board at the June 5 regular meeting is a resolution authorizing the Mayor to enter into a five year agreement with the Lutheran Duval Neighborhood Association, Inc. for maintenance of a neighborhood green space.

The City owns a lot at 623 North 13th Street. The property, outside of the proposed continued use as a neighborhood green space, is not used by the city and would otherwise be considered surplus property. The property is too small to be a city-operated park, and the Parks & Recreation Department staff would typically not spend resources maintaining such a small area as a park.

In 2005, the City authorized an agreement whereby the neighborhood association would care for and maintain the property as a neighborhood green space. The original agreement was a 2-year agreement that has since lapsed, but the neighborhood association has continued to maintain the property.

Staff recommends approval of the proposed agreement, as it recognizes the city's ownership of the property and the neighborhood association's responsibility to maintain the property for public use and promote the city's general park rules to the property.

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

AGREEMENT REGARDING NEIGHBORHOOD PARK

This AGREEMENT made on the _____ day of _____, 2012, by and between the City of Fort Smith, Arkansas (hereinafter, the "City") and the Lutheran Duvall Neighborhood Association, Inc. (hereinafter, the "Association").

WHEREAS, a neighborhood green space and park was established upon a certain lot owned by the City and located at the street address of 623 North 13th Street, Fort Smith, Arkansas by prior Agreement of the parties (Resolutions R-140-05 & R-158-05) in 2005.

WHEREAS, the parties desire to establish procedures for the continued operation of the neighborhood green space and park; and

WHEREAS, the Association consists of residents of the Lutheran Duvall neighborhood interested in maintaining and operating a neighborhood green space and park pursuant to the terms of this Agreement.

Now, therefore, in exchange of the mutual covenants contained herein and the benefits accruing to the parties and the public represented by the City it is agreed as follows:

1. This Agreement shall have a term of five (5) years commencing on the first day of July, 2012 and continuing until the 30th day of June, 2017. By mutual agreement of the parties expressed in writing, this Agreement may be extended for additional terms.
2. Solely for the purposes authorized herein, the City makes available to the Lutheran Duvall Neighborhood Association that certain lot owned by the City and located at the street address of 623 North 13th Street, Fort Smith, Arkansas, for the purpose of maintaining and operating a neighborhood green space and park in accordance with the terms of this Agreement.
3. The Association agrees to take reasonable efforts to maintain the property as a neighborhood green space and park according to the standards set forth in this Agreement.
4. The Association shall act by and through its designated officers, duly elected from time to time according to procedures expressed in the Association's established bylaws. As of the effective date, the Association is represented by Carolyn Plank, President; Wayne Bledsoe, Vice-President; and Chloe Lamon, Secretary/Treasurer. Thereafter, the Association shall notify the City of any changes in the designated officers as the changes occur.
5. The Association shall operate and maintain the green space and park as it is currently designed. If design changes are desired, the Association will submit a plan for any desired changes to the Fort Smith Parks and Recreation Commission for review and approval.
6. The neighborhood green space and park shall be open to the public and shall be designed and maintained in such a way that it is accessible to all, including the handicapped.

7. Maintenance. Grass shall be maintained at a height no greater than 3"; trees shall be kept trimmed of dead wood; bushes and shrubs shall be kept neatly trimmed; all fences and fixtures shall be kept in good and useable condition and free of any graffiti; equipment shall be kept in a safe condition free of sharp edges or splinters; park grounds shall be maintained in accordance with all regulations applicable to park properties owned by the City of Fort Smith.
8. Benches. Park benches shall be of a design that is impracticable for, and discourages, sleeping.
9. Litter. The neighborhood green space and park shall be kept free of litter.
10. Rules of Use. Unless changes are requested by the Association and agreed to in writing by the City Administrator, the following are the rules of use with reference to the Lutheran Duvall Neighborhood Park:
 - a. Hours of Operation shall be daily from dawn to dusk.
 - b. Prohibited Items. No glass containers, weapons, alcoholic beverages, or illegal drugs shall be allowed on neighborhood park property.
 - c. The Association shall post a copy of the hours of operation and prohibited items in a visible location in the Lutheran Duvall Neighborhood Park.
11. The Association Representatives shall have the authority to enforce the rules set forth herein, to wit:
 - a. In the event of a determination of a violation of the rules, an Association Representative may issue a warning to the violator, may issue a suspension of a limited period of time in which the violator may not use the park, or may issue an order prohibiting the presence of the violator on the property for the remainder of the period of this Agreement.
 - b. Upon written request to the City Administrator or to an Association Representative, the person against whom such action has been taken is entitled to have a due process hearing before the Association. The hearing will be held within five calendar days for the delivery of written notice to an Association Representative or to the City Administrator. The Association will, at the hearing, give an opportunity to the Association Representatives, the appealing individual, any other neighborhood resident or any citizen of Fort Smith to present information. Thereafter, the Association shall make its decision regarding the disciplinary action taken by the Association Representative.
 - c. The decision of the Association must be in writing and will be the final administrative action with reference to the matter, subject to review by the Fort Smith Board of Directors.
12. Funding. The Association will fund the expenses, including any insurance expenses, with funds raised by the Association.

13. The Association shall be solely responsible for the maintenance and operation of the Lutheran Duvall Neighborhood Park. The City assumes no responsibility or liability for maintenance or operation of the neighborhood green space and park described herein, and this Agreement shall not be construed to create any such responsibility or liability. It is not the purpose or the intent of either party to this agreement to create a third party beneficiary status on behalf of any other person or entity. Other than the parties to this agreement, no person or entity shall have a right to bring an action pursuant to this agreement or to use the agreement as a basis for third party beneficiary status.

14. Cancellation. The City reserves the right to cancel this Agreement upon thirty (30) day advance written notice to the representatives of the Association.

15. In the event that either party to this Agreement has a complaint or feels that the other party is violating any provision of this Agreement, the complaining party shall provide written notice of such complaint to the other party. The City Administrator shall schedule, within five (5) business days, a date and time for a meeting to be held in the office of the City Administrator regarding the complaint. Both parties shall attend the meeting at the designated time and shall engage in a good faith discussion of the complaint. If the matter is not resolved at such meeting, the complaining party shall have the right to pursue any judicial remedy in an action to be filed in the Fort Smith District of the Circuit Court of Sebastian County. No such action shall be filed until the written complaint and meeting procedure specified in this paragraph has been completed.

16. Notices: Any notice required or allowed to be given under this Agreement shall be effective if delivered to or mailed with proof of delivery by return receipt to the following addresses:

City of Fort Smith
 Attn: City Administrator
 PO Box 1908
 Fort Smith, AR 72902-1908

Lutheran Duvall Neighborhood Association, Inc.
 Attn: Carolyn Plank
 1014 N. 12th Street
 Fort Smith, AR 72901

This Agreement executed as of the date first set forth above.

City of Fort Smith

By: _____
 Mayor

ATTEST:

 City Clerk

Lutheran Duvall Neighborhood Association, Inc.

By: _____
 President

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WINDSTREAM COMMUNICATIONS, INC. FOR USE OF THE CITY RIGHTS-OF-WAY TO PROVIDE FIBER-OPTIC SERVICES WITHIN THE CORPORATE LIMITS OF THE CITY OF FORT SMITH, ARKANSAS; AND FOR OTHER PURPOSES

WHEREAS, Windstream Communications, Inc. has requested a non-exclusive franchise in order to allow it to provide fiber-optic telecommunication services within the City of Fort Smith; and

WHEREAS, an agreement set forth as Exhibit A to this resolution sets forth the terms and conditions for Windstream Communications, Inc. to provide fiber-optic telecommunication services within the corporate limits of the City of Fort Smith.

NOW, THEREFORE, 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, a Nonexclusive Fiber-Optic Network Franchise Agreement, in a form substantially the same as that attached as Exhibit A to this resolution, which permits Windstream Communications, Inc. to provide fiber optic telecommunication services within the corporate limits of the City of Fort Smith, Arkansas.

This ordinance adopted this ____ day of June, 2012.

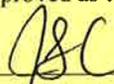
APPROVED

Mayor

ATTEST:

City Clerk

Approved as to Form:



City Attorney *npr*

Memo



To: Ray Gosack, City Administrator
From: Jeff Dingman, Deputy City Administrator
Date: 5/30/2012
Re: Windstream Communications

Presented for the Board's consideration at the June 5 regular meeting is a Resolution authorizing the mayor to enter into a non-exclusive franchise agreement with Windstream Communications, Inc. for the provision of fiberoptic telecommunications services.

As you will recall, in April the Board authorized a limited franchise agreement with Windstream in order to help facilitate a specific project Windstream was building for the University of Arkansas for Medical Sciences (UAMS). The timing associated with that project necessitated special handling, and we approached the first agreement with the understanding that we would follow up with a more global franchise agreement at a later date.

The proposed non-exclusive franchise agreement allows Windstream to operate in any part of the city. They intend to provide backbone fiberoptic telecommunications services, but as of yet have not determined a specific route other than the infrastructure already in place to service UAMS. You will notice a two-tiered fee structure whereby they are charged a flat franchise fee amount for the UAMS service, and a 4% franchise fee on gross revenues from any other retail customers they serve.

Staff recommends approval of the non-exclusive franchise agreement with Windstream Communications, Inc. for the provision of fiberoptic telecommunications services in the City of Fort Smith.

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

Exhibit "A"
NON-EXCLUSIVE
FIBER-OPTIC NETWORK FRANCHISE AGREEMENT

This Agreement is entered into this _____ day of June, 2012, between the City of Fort Smith, Arkansas ("the City"), a municipal corporation duly organized pursuant to the laws of the State of Arkansas, and Windstream Communications, Inc. (the "Franchisee"), a corporation authorized to do business in the State of Arkansas.

WITNESSETH

WHEREAS, the City recognizes that fiber optic telecommunications services for the purpose of providing information services is essential to the creation and maintenance of an information network within the City that can connect to the information superhighway; and

WHEREAS, Franchisee, has requested a franchise to use the hereinafter specified public rights-of-way, which may include streets, alleys, sidewalks and public utility easements available for telecommunications purposes that belong to or controlled by the City or which are held in trust for the public by the City, hereinafter referred to as the "public rights-of-way," to install conduit or other cased fiber optic facilities that may facilitate the connection of businesses, residences and public agencies located within the City to an information network; and

WHEREAS, the parties agree that these information services are a telecommunications service and, therefore, a utility for which a written franchise agreement may be entered pursuant to Ark. Code Ann. § 14-200-101 or pursuant to the rights of the City to control the subject public rights-of-way; and,

WHEREAS, the City intends to exercise the full scope of its municipal powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, IN CONSIDERATION OF the covenants and agreements set forth below, the parties do hereby contract and agree as follows:

Section 1. Definitions. For the purposes of this Agreement, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular; provided that the word "shall" is to be construed as mandatory.

(a) “Board of Directors” or “Board” shall mean the present governing body of the City or any future body constituting the legislative body of the City.

(b) “City” shall mean the City of Fort Smith, Arkansas, a municipal corporation of the first class, organized under the laws of the State of Arkansas in its present corporate form, or in any later reorganized, consolidated, enlarged, or reincorporated form.

(c) “City Administrator” or “Administrator” shall mean the present or future executive of that title and his or her authorized or designated agent.

(d) “Federal Communications Commission” or “FCC” is a present federal agency of that name as constituted by the Communications Act of 1934, and subsequent legislation, or any successor agency created by the United States Congress.

(e) “Fiberoptic telecommunications network” shall mean the Franchisee’s system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, and/or facilities designed and constructed for the purpose of producing, receiving, amplifying, or distributing, voice, data, or other forms of electronic signals, authorized telecommunications services to or from subscribers or locations within the City. No portion of the fiberoptic telecommunications network shall constitute all or any portion of a cable television system except with the prior written consent of the City.

(f) “Franchise” shall mean and include the right to construct and operate a fiberoptic telecommunications service within the City’s rights-of-way subject to the terms and conditions stated in this Agreement.

(g) “Franchisee” shall mean Windstream Communications, Inc. and its affiliates to which a franchise as defined above is granted by the City, and any lawful successor, transferee, lessee or assignee of said person, firm or corporation.

(h) “Gross Revenues” shall mean and include all revenues (excluding sales tax, extension, equipment, toll, access, yellow pages, and miscellaneous equipment revenues) collected by the Franchisee for local intrastate wireline telecommunications services provided by the Franchisee and billed to its end user customers, in both respects, within the corporate limits of the City and from operation of the Franchisee’s network installed pursuant to this agreement. Notwithstanding the foregoing definition, the term Gross Revenues shall not include: 1) revenues received from another telecommunications service provider and upon which the other telecommunications provider has paid or will pay a franchise fee; or 2) revenues not related directly or indirectly to operation of Franchisee’s network installed pursuant to this agreement that the Franchisee has received from its corporate parent, subsidiary, or any affiliate.

(i) "Person" shall mean an individual or association of individuals, or any firm, corporation or other business organization.

(j) "Street" shall mean any public street, roadway, highway, alley or other public right-of-way now or hereafter subject to the jurisdiction and regulation of the City, as provided by the laws of the State of Arkansas, and any later amendments thereof.

(k) "Subscribers" shall mean those persons who receive the services of the Franchisee named herein.

Section 2. General Provisions.

(a) Grant of Franchise. Subject to the provision of this Ordinance, a non-exclusive fiber optic franchise is hereby granted to Franchisee for the placement and maintenance of fiber optic communication cable in the public rights-of-way.

(b) Term. It is agreed by the parties that this franchise shall have a limited term commencing on June 6, 2012, and shall expire on June 30, 2032, unless the Agreement is renewed by written agreement of the parties at least 120 days prior to the end of the primary term, or unless the Franchise is earlier terminated by abandonment or due to breach by the Franchisee.

(c) Termination. The failure of the Franchisee to meet any of the terms of this Agreement shall constitute cause for termination of this franchise by the City. Any termination will be declared in writing by the City Administrator and shall be subject to due process review by the Board of Directors.

(d) This franchise is nonexclusive and nothing in this Agreement shall limit or otherwise impact the right of the City to enter into other franchise agreements with other parties.

(e) All references to the City Administrator shall be deemed to refer to the City Administrator or the employees of the City designated by the City Administrator to perform the referenced function.

Section 3. Operations in the public rights-of-way.

(a) All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the fiber optic communication cable shall be performed by the Franchisee in a manner and using material in accordance with the City standards as determined by the City

Administrator. Franchisee shall bore streets whenever possible. Where street cuts are unavoidable, as determined by the City Administrator, they shall be approved by the City Administrator and performed in accordance with the City's Street Cut Ordinance.

(b) Any construction project, including initial installation pursuant to this franchise, will be completed by the Franchisee within thirty (120) days from the date of commencement (if any City permit is necessary, the date of the permit shall be the "date of commencement"), provided by the City Administrator may allow reasonable extensions due to unexpected weather, acts of God or other reasonable circumstances that in the sole discretion of the City Administrator justify an extension of the project target completion date. Failure to complete the project by the completion date will result in the assessment of liquidated damages in an amount determined in writing by the City Administrator at the time the City issues any permit or authorizations for the construction project (or the sum of \$100.00 per day if other sum is not so established).

(c) Notice of intent to construct; response to notices. In order to reduce the amount of times the rights-of-way are disrupted, Franchisee agrees to provide thirty (30) days notice to other Utilities in the City of its intent to open a street, in order to give other public utilities an opportunity to lay conduit or other appropriate equipment in any trench opened by the Franchisee. If another public Utility so desires, the Franchisee will permit that public Utility to do so provided: (i) the other Utility shares in the cost of opening and repairing the trench; and (ii) the Utility's desire to do so does not unnecessarily delay the Franchisee's construction schedule. Similarly, Franchisee agrees that if it receives notice from any other public Utility, it shall determine whether to participate in the opening of any trench by that Utility and shall participate in such a project pursuant to the terms of this subsection.

Section 4. Removal or abandonment. The City shall have no responsibility for the maintenance of the said fiber optic communication cable. If the same is damaged so as to be inoperable in any manner, it shall be removed or abandoned by Franchisee, at Franchisee's sole cost and expense and in a manner meeting with the approval of the City Administrator.

Section 5. Indemnity. Franchisee shall hold the City harmless from and indemnify the City from all expenses, losses, costs, causes of action and judgments, including legal fees and expenses, arising from the placement, maintenance, operation, repair and removal of said fiber optic communication cable.

Section 6. Infrastructure/utilities protection. Franchisee shall be member of and shall conform to the requirements of the Arkansas One Call system for all purposes including field locations of utilities prior to placement of the fiber optic communication cable and any maintenance or repair work thereto.

Section 7. Performance Bond. Franchisee shall place a \$50,000 performance bond with the City to cover the cost of repairs or other incidental costs to the City associated with service interruption to the City's utility facilities or road facilities resulting from the installation of the fiber optic communications cable by Franchisee. The performance bond shall cover the period of installation of the fiber optic communication cable. The bond shall be secured by a corporate surety. A similar bond shall be required for subsequent construction projects utilizing the subject public rights-of-way.

Section 8. Insurance. Franchisee shall procure and maintain in effect the following insurance policies in amounts determined appropriate by the City Administrator at the time of issuance of permits or authorizations for construction activities: Commercial General Liability insurance, Automobile Liability Insurance, Environmental Impairment Liability including Pollution Liability Insurance, and Worker's Compensation Insurance.

Section 9. Franchise Fees.

(a) The franchise fee in the amount of \$3,000.00 for each year or part thereof this Franchise is in effect for services related to Franchisee's fiber optic communication cable in the public rights-of-way serving the University of Arkansas for Medical Sciences (UAMS). The annual franchise fee shall be due by the tenth day of each subsequent annual period.

(b) For all services not related to the fiber optic serving UAMS , Franchisee shall pay to the City a franchise fee an amount equal to four percent (4%) of Gross Revenues as defined in this Agreement. The rate shall be four percent unless or until agreed otherwise between the parties or otherwise changed by law, and shall be ratified annually by the City as appropriate.

(c) The franchise fees for all services not related to the University of Arkansas for Medical Sciences service shall be made quarterly and, in any event, no later than fifteen days after March 31, June 30, September 30, and December 31 of each year.

(d) All franchise fees shall be subject to audit by the City, and the Franchisee shall provide the relevant customer and financial data to the City upon request. The payment of the franchise fees in no way limits the right of the City to charge fees for any permits required for construction projects or any applicable taxes.

(e) The Franchisee may, to the extent allowed by law, bill its subscribers within the corporate limits of the City such Franchise fee and reflect such charge on its invoices to subscribers within the corporate limits of the City.

Section 10. Any fiber-optic telecommunications services offered to business customers by the Franchisee shall be available to all businesses within the area covered by the Franchise who request services and can pay the cost of such service. The Franchisee shall not discriminate or permit discrimination between or among any businesses as to the availability of services. It shall be the right of all businesses within the City in the area covered by this Franchise to receive continuously, all available services to the extent that they are able to satisfy the financial (including, but not limited to, the payment of extension and interconnection costs) and other obligations to the Franchisee.

Section 11. The Franchisee shall, at its expense, protect, support, temporarily disconnect, relocate or remove from the subject public rights-of-way any property of the Franchisee when required at the sole discretion of the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, a change or establishment of street grade, installation or construction of sewers, drains, water pipes, or any other type of structures or improvements by the City; but, the Franchisee shall have the right of abandonment of its property, subject to prior written approval of the City Administrator. If federal or state funds are available at no expense to the City (including actual cost or the cost of a pro-rata obligation of the City where a project is funded partially by the State or federal funds and partially by the City funds) for the purpose of defraying the costs to any utility company of any of the foregoing, such funds shall also be made available to the Franchisee if the federal or state regulations permit.

Section 12. Neither the City nor its officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to the Franchisee for any liability as a result of any disruption or damage to the Franchisee's network that occurs as a result of, or in connection with, any breaking through, movement, removal, alteration, or relocation of any part of the network by or on behalf of the Franchisee or the City in connection with construction, relocation, improvement to, or alteration of any City structure, street or utility facility; except, however, the City shall reasonably attempt to avoid any damage to the Franchisee's network and shall, except in any emergency situation, provide reasonable notice to the Franchisee so as to allow the Franchisee to protect its network.

Section 13. Notice. Any notice of communication required in the administration of this Agreement shall be addressed as follows:

Notice to the City:
City Administrator
City of Fort Smith
P.O. Box 1908
Fort Smith, AR 72902-1908

Notice to the Franchisee (Engineering):

Windstream Communications, Inc.
4001 Rodney Perham Road
Little Rock, AR 72212
Attn: VP Planning & Engineering

Notice to the Franchisee (Invoices or Fees):

Windstream Communications, Inc.
4001 Rodney Parham
Little Rock, AR 72212
Attn: Staff Manager, Tax Accounting

or to such other address as the Franchisee and the City may, in writing, designate from time to time, provided that notice is accomplished by overnight delivery to only one designated person for the City or Franchisee.

WHEREUPON, the City and Franchisee, acting through their duly authorized officers and pursuant to appropriate authority granted by their respective Board of Directors, do hereby execute this Franchise.

CITY OF FORT SMITH, ARKANSAS

WINDSTREAM COMMUNICATIONS, INC.

By: _____

By: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Date: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT SMITH, ARKANSAS, AND SEBASTIAN COUNTY, ARKANSAS, REGARDING THE 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

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

Section 1. The Memorandum of Understanding between the City of Fort Smith, Arkansas, and Sebastian County, Arkansas, which shall be substantially in the form attached hereto, is hereby approved and provides for the terms, conditions, and mutual understandings concerning the 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program between the two parties.

Section 2. The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute this Memorandum of Understanding to which the City of Fort Smith is a party.

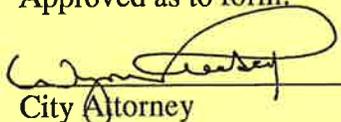
THIS RESOLUTION ADOPTED this _____ day of _____, 2012.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:
 npr
City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF FORT SMITH, ARKANSAS AND SEBASTIAN COUNTY,
ARKANSAS CONCERNING THE 2011 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM.**

This agreement is made and entered into this _____ day of _____, 2012, by and between the County of Sebastian, acting by and through its governing body, the Quorum Court, hereinafter referred to as "COUNTY", and the City of Fort Smith, acting by and through its governing body, the board of Directors, hereinafter referred to as "CITY", both of Sebastian County, State of Arkansas, witnesseth:

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

WHEREAS, this agreement is made necessary to comply with applicable grant requirements; and,

WHEREAS, the CITY will be designated as the fiscal agent for the program and as such will be responsible for required financial and program reporting; and,

WHEREAS, the COUNTY shall receive \$18,374 and the CITY shall receive \$45,000 of the awarded 2012 JAG Fund,

NOW, THEREFORE, the CITY and COUNTY agree as follows:

Section 1

COUNTY agrees the CITY shall receive \$45,000 and the CITY agrees the COUNTY shall receive \$18,374 of the awarded 2012 JAG funds, anticipated to be \$63,374.

Section 2

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 3

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

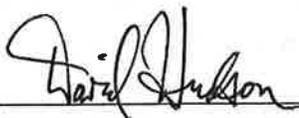
Section 4

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any part not a signatory hereto.

CITY of Fort Smith, Arkansas

COUNTY of Sebastian, Arkansas

Sandy Sanders
Mayor



David Hudson
County Judge



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Ray Gosack, City Administrator

From: Kevin Lindsey, Chief of Police

Subject: BJA 2012 Edward Byrne Memorial Justice Assistance Grant Program

Date: May 30, 2012

The City of Fort Smith has been invited to apply for the 2012 JAG Grant in the amount of \$63,374. This is the regular solicitation of this annual grant. With this current grant the City of Fort Smith and Sebastian County are considered disparate agencies and thus must execute a Memorandum of Understanding (MoU). The primary purpose of this document is to delineate the amount that each government agency will receive.

After meeting with officials from the Sebastian County Sheriff's Office, it was determined that their portion of the 2012 JAG Grant will be in the amount of \$18,374.00. The Sebastian County Sheriff's Office will use their portion of this grant to purchase uniforms and other needed equipment for detention center employees.

The Fort Smith Police Department anticipates using our portion of 2012 JAG funds, in the amount of \$45,000.00, for the purchase of network and communications infrastructure at the Emergency Operations Center. The total cost of this project will be \$109,199.79. The Fort Smith Police Department will use its share of the 2012 JAG Grant monies with the remainder of the funding coming from the Fort Smith Police Department FY 2012 Budget, 4702-230 account. This project will provide the foundation for the Fort Smith Police Department to begin developing a Business Continuity Plan / Disaster Recovery Strategy for its 911 dispatch center and its mission critical Information and Communication Technology. According to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2012 Local Solicitation grant announcement, these are allowable expenditures. Expenditures outlined in this memorandum represent part of a larger project that will be presented to the Board of Directors for discussion at the June 12, 2012 regular Study Session.

Please contact me if you have questions or need additional information.

65

RESOLUTION NO. ____

RESOLUTION APPROVING AN ARCHITECTURAL SERVICE AGREEMENT WITH GUEST REDDICK ARCHITECTS FOR ARCHITECTURAL SERVICES RELATED TO THE DESIGN AND CONSTRUCTION OF FIRE STATION #11 AND A PUBLIC ACCESS STREET AT 8900 MASSARD ROAD

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 architectural service agreement with Guest Reddick Architects related to the design and construction of Fire Station #11 and a public access street located at 8900 Massard Road, providing for a guaranteed maximum fee of \$170,500.00 plus reimbursable expenses at no markup.

This Resolution adopted this ____ day of June, 2012.

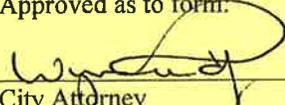
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

No Publication Required



FORT SMITH FIRE DEPARTMENT

200 NORTH FIFTH STREET
FORT SMITH, ARKANSAS 72901
479-783-4052 • FAX: 479-783-5338



Mike Richards
Fire Chief

Memo

To: Ray Gosack, City Administrator
From: Mike Richards, Fire Chief *MR*
Date: May 25, 2012
Re: Architectural Services Agreement for Fire Station 11

The Fort Smith Fire Department is ready to proceed with the next phase for the construction of Fire Station 11 at Chaffee Crossing. We have reached an agreement for the scope of work and negotiated a fixed fee with Guest Reddick Architects for the remaining architectural and engineering services to take the project through the Contract Administration (Construction) Phase.

The fire department is recommending approval of the proposed resolution authorizing the Mayor to execute the final architectural services agreement with Guest Reddick Architects for Fire Station 11 for a fixed fee amount of \$170,500.00. With Board approval of this resolution, the developmental design phase will begin immediately followed by the development of the construction documents. Construction is anticipated to begin in early 2013.

The total project cost is expected to be \$3,000,000.00 and will be funded through revenue bonds financed from the ¾ cent sales tax approved by the voters of Fort Smith on March 13, 2012. This project will include the construction of a public street on the west side of the building site for public access to the fire station as well as access to property located behind the fire station for future public and private development. The public street will be designed by Morrison Shipley Engineering under a separate contract. Design and construction expenses for the street will be paid with street sales tax funds.

At the June 12 Study Session, we will review the options for selecting a construction contractor.



FORT SMITH FIRE DEPARTMENT

200 NORTH FIFTH STREET
FORT SMITH, ARKANSAS 72901
479-783 4052 • FAX, 479-783 5338



Mike Richards
Fire Chief

Memo

To: Ray Gosack, City Administrator
 From: Mike Richards, Fire Chief *Mike Richards*
 Terry Bigler, Assistant Chief *TAB*
 Ronnie Rogers, Fire Marshal *Ron Rogers*
 Date: April 11, 2012
 Re: Architect Recommendation for Final Phase of Fire Station 11 Design and Construction

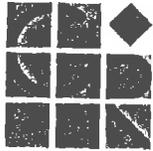
Assistant Chief Terry Bigler, Fire Marshal Ronnie Rogers, and I have done a secondary review of the qualifications of the eight (8) architects that submitted Statement of Qualifications for the 1st phase of the Scope of Work for the design and construction of Fire Station 11. From the original list of eight, we had interviewed three (3) at that time and chose Guest Reddick Architects of Fort Smith, Arkansas and Stewart Cooper Newell Architects of Gastonia, North Carolina. The three architectural firms that we considered and the order of their final ranking were:

1. Guest Reddick Architects of Fort Smith, Arkansas partnered with Stewart Cooper Newell Architects of Gastonia, North Carolina
2. MHAG Architects of Fort Smith, Arkansas
3. Hoefer Wysocki Architects of Leawood, Kansas

After the secondary review it is our recommendation that we continue with the services of Guest Reddick Architects and Stewart Cooper Newell Architects for the final phase(s) of the design and construction of Fire Station 11. Guest Reddick Architects will be the lead architect with Stewart Cooper Newell Architects serving as consultants.

The team of Guest Reddick Architects and Stewart Cooper Newell Architects completed the needs assessment, master site plan, and schematic design of Fire Station 11 on time and on budget. This plan was developed to educate the public for the continuation of the sales tax that was overwhelmingly approved on March 13, 2012. Continuing to use their services for the final phases of the project will result in a cost savings to the city and follow through with the design and plan for fire service improvements presented to the voters prior to the election.

With your approval we will begin to work with Guest Reddick Architects to develop the Scope of Work for the final phase(s) of the design and construction of Fire Station 11.



GUEST
REDDICK
ARCHITECTS

May 7, 2012

Chief Mike Richards
c/o **FORT SMITH FIRE DEPARTMENT**
200 North 5th Street
Fort Smith, AR 72901

RE: **FIRE STATION #11**
Massard Road
Fort Smith, AR

GUEST ♦ REDDICK ARCHITECTS, INC. and our **TEAM** of consultants are very pleased to have been selected to serve the City of Fort Smith on the above referenced project. The entire **TEAM** is excited to get started.

We propose to provide the remaining architectural and engineering services to take the project from Schematic Design (completed) through the Contract Administration (Construction) Phase and including the one-year warranty period of the project for a **Fixed Fee Amount of \$170,500.00.**

The total fee for all of the architectural and engineering services is calculated to be 7.3% of the Construction Cost which has been estimated to be \$2,678,000.00. The first approximate 1% of fee, already invoiced and collected, covered the completed Schematic Design Work. The original work also included a fee of \$11,790.00 for Programming and Needs Analysis. This work was performed by Ken Newell of **STEWART•COOPER•NEWELL ARCHITECTS.** Needs Analysis and Programming is not a part of basic architectural services and that fee is not included in the total architectural fee indicated hereinbefore. These types of services are identified as “Pre-Design Services” and Owner provided in typical AIA Agreements. Surveys are treated in the same manner. The following is a list of “consultants” retained by **GUEST ♦ REDDICK** for the remaining work:

Architectural Design:

**STEWART•COOPER•NEWELL
ARCHITECTS**

Structural Engineering:

**MYERS-BEATTY ENGINEERING,
PLLC**

GUEST ♦ REDDICK

ARCHITECTS

602 Garrison Avenue • Suite 800 • Fort Smith, AR 72901-2519 • (479) 782-4155 • Fax (479) 782-7455

© 1998-2012 GUEST REDDICK ARCHITECTS, INC. ♦ www.guestreddick.com

Gordon Gustaf ♦ Thomas Reilly ♦ Chris Johnson ♦ Design: Fort Smith, AR

Mechanical/Electrical Engineering: HSA ENGINEERING CONSULTING SERVICES
Civil Engineering: MORRISON•SHIPLEY ENGINEERS, INC.
Cost Estimating/Constructability: Owner selected Construction Manager

Attached to this proposal is a State Building Services form which would suggest a 6.5% fee for basic architectural services for an average project which would fall in the cost range between \$1,000,000 and \$20,000,000. The following is a list of issues and work items that would suggest this project is beyond average and thus support a higher than average fee:

Decision made to not be LEED certified but goal to be "Green" and "Sustainable" creates the need for "Integrated Design" involving all of the engineers and our architectural consultant in the early stages of both schematic design (completed) and the design development documents to be completed. This process is more complicated than the normal design process but the outcome justifies the additional work and the cost.

The Design Team will manage the overall Project Budget, not just the Construction Budget, to insure the Owner that the total project will be delivered within the overall Project Budget of \$3,000,000.00. This includes budgeting for special testing of materials, surveys and other normally owner managed task that are ancillary to the construction process.

Design and Specifications for Furniture, Fixtures and Equipment including Window Coverings.

Design and Specifications for Interior and Exterior Signage.

Design and Specifications for Landscaping and Irrigation.

Design and management and coordination of the new City Street to be constructed and bid with this project. The fee and Budget for this work is unknown to the Architect. The fee has been negotiated direct between MORRISON•SHIPLEY ENGINEERS INC. and Stan Snodgrass of the City of Fort Smith Engineering Department. The Budget for the cost of the street construction is also unknown to this writer but the information should be readily accessible to the City of Fort Smith Administration.

Assistance to the Owner in preparing an RFQ for Construction Management Services and assistance in managing the selection process.

The Proposal does not include "reimbursable expenses" such as travel, meals and hotel rooms. None of these type expenses are expected. The only "reimbursables" for which GUEST♦REDDICK ARCHITECTS normally invoices Owners is printing of plans and specifications for bidding purposes and mounting and printing of renderings that Owner use for marketing and fund raising purposes. We limit our consultants similarly and we do not mark up any reimbursable costs.

A need for a new survey has been identified. The original survey did not cover enough of the property to the North of the site to design the new street. The survey will need to cover that area. Also, in the near future, a significant amount of cut and fill work will be done in the Massard ROW so that Massard can be widened easily in the future and minimize disruptions and inconveniences to the new Fire Station. This area will need to be surveyed after that work is completed. The total cost of the survey work is \$3,800.00 from MORRISON•SHIPLEY ENGINEERS, INC. We would be pleased to provide this as a "reimbursable" for the City's convenience at no markup.

Test Borings and a Soils Investigation Report were done previously by DATA TESTING of Fort Smith and no additional soils investigation work is anticipated. The work of the Civil Engineers does include the provision of a SWPPP or STORM WATER POLLUTION PREVENTION PLAN and the cost of same is included in the A/E Fixed Fee.

Please call if you have any questions or concerns. As always, **GUEST◆REDDICK ARCHITECTS** and our entire **TEAM** greatly appreciate the opportunity to serve the City of Fort Smith.

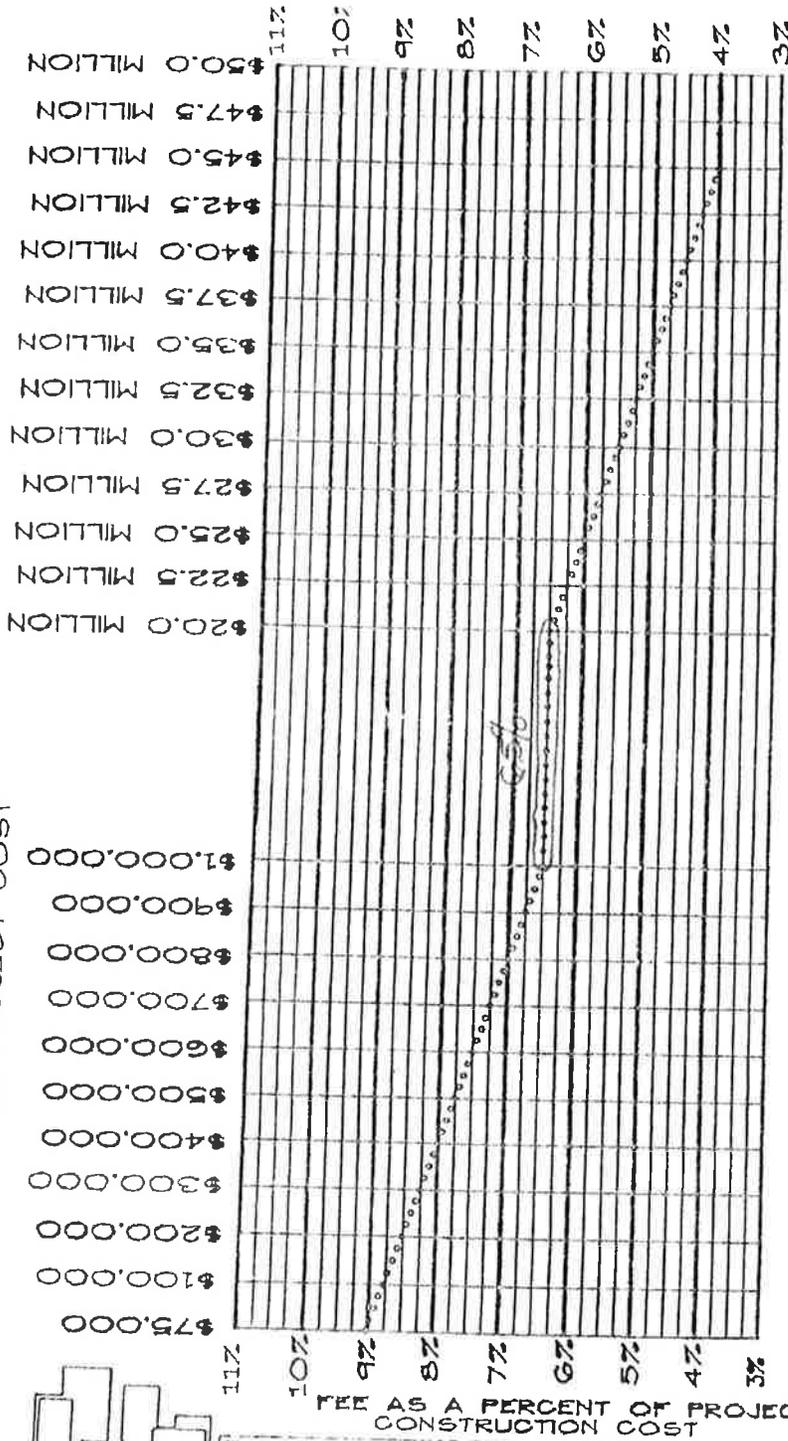
Sincerely,

GUEST◆REDDICK ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read "James M. Reddick", with a long horizontal line extending to the right. The signature is enclosed within a large, hand-drawn oval.

James M. Reddick, President.

CONSTRUCTION PROJECT COST



FEE SCHEDULE NOTES

1. THIS CHART APPLIES TO ARCHITECTS AND BUILDING ENGINEERS (STRUCTURAL, ELECTRICAL AND MECHANICAL) AS PER G-202
2. THIS BASE FEE SHALL INCLUDE ALL BASIC SERVICES AS DEFINED BY SBS POLICY G-201 UNLESS OTHERWISE NEGOTIATED.
3. FOR AVERAGE PROJECTS, INCLUDING SIMPLE BUILDING ADDITIONS, USE FEE SCHEDULE TO DETERMINE FEE, ADJUSTED UP OR DOWN TO THE NEAREST 0.25% FEE BASED ON THE COLLAR AMOUNT OF THE CONSTRUCTION COST.
4. FOR SIMPLE PROJECTS, SUCH AS WAREHOUSES, FARMING DECKS, OR AGRICULTURAL FACILITIES, DEDUCT A MINIMUM OF 1% FROM THE FEES INDICATED.
5. FOR COMPLEX PROJECTS, SUCH AS HOSPITALS, MEDICAL OR RESEARCH FACILITIES, LABORATORIES, ETC., CONTAINING LARGE SCIENTIFIC, MECHANICAL AND ELECTRICAL EQUIPMENT, ADD UP TO 3-1/2% TO THE FEES INDICATED.
6. FOR PROJECTS INVOLVING RENOVATION OF EXISTING FACILITIES, ADD UP TO 2% TO THE FEES INDICATED.
7. FOR PROJECTS LESS THAN \$50,000, THE FEE MAY BE NEGOTIATED ON A LUMP SUM OR HOURLY COST (NOT TO EXCEED CONTRACT).
8. FOR PROJECTS EXCEEDING \$50,000,000, THE FEE MAY BE NEGOTIATED WITH THE APPROVAL OF STATE BUILDING SERVICES.
9. FOR PROJECTS REQUIRING SEISMIC DESIGN TO COMPLY WITH ARKANSAS LAW AND THE CURRENT ARKANSAS FIRE PREVENTION CODE, FEES MAY BE INCREASED.
10. WITH THE APPROVAL OF THE STATE ARCHITECT AS FOLLOWS, PROJECTS IN ARKANSAS ZONE 1 COUNTIES, BASIC SERVICES AS DEFINED UNDER SECTION G-200 AND G-201 PROJECTS IN ARKANSAS ZONE 2 COUNTIES, MULTIPLY BASE FEE ONLY UP TO 1.04, MAXIMUM.
11. PROJECTS IN ARKANSAS ZONE 3 COUNTIES, MULTIPLY BASE FEE ONLY, UP TO 1.05, MAXIMUM.



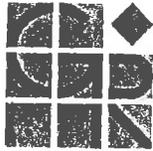
SBS STANDARDS AND CRITERIA

ARCHITECTURAL/ENGINEERING SERVICES
 BASE FEE SCHEDULE CHART
 (MAXIMUM ALLOWABLE)

EFFECTIVE DATE 1/10/95

Architectural Section

CHART NO. 6-225



GUEST
REDDICK
ARCHITECTS

April 19, 2012

Mike Richards, Chief
FORT SMITH FIRE DEPARTMENT
FIRE STATION #1 - 200 North 5th Street
Fort Smith, AR 72901

Re: Scope of Work
FIRE STATION #11

The intent of this letter is to provide a basic scope of the project and the architectural services required to deliver the construction of Fire Station #11 to the City of Fort Smith. Schematic Design has been completed and estimates provided. The completion of the project will follow the design work established during the Schematic Design.

Basic Project Scope:

Site Design, Detailing and Specifications.

The projects includes the design of City Street on North side of property including complete bidding documents. (Fees for design and construction of the street to be separated in the bidding documents since the work is funded from two different sources.)

Design of the Building including all architectural, structural, plumbing, mechanical and electrical systems and shall include the complete contract documents (plans and specifications) required for permitting with all reviewing agencies, both State and local, and as required for bidding and constructing.

Selection and specifications for all Furniture, Fixtures and Equipment including:

- Appliances
- Window Coverings
- Extractor and Dryer
- Hose Racks
- Ice makers
- Furniture
- Lockers
- Exercise Equipment

Landscaping and Irrigation Systems Design.

Interior Design and color selections.

GUEST ♦ REDDICK

ARCHITECTS

607 West 10th Avenue, Suite 800 Fort Smith, AR 72902 Phone (479) 766-4065 Fax (479) 766-1404

e-mail: guestreddick@jonesblair.com www.guestreddick.com

Geoffrey Griggs ♦ James Blair ♦ Jeffrey Griggs ♦

Note that it is the design intent is to provide a “Green” Sustainable Design particularly with the aspects of design that create energy efficiency and save operational costs. It was discussed in the initial schematic design phase as to whether or not we should seek a LEEDS designation and certification. It was decided to save the \$30,000 it would cost and to put it in the building services.

Scope of Architectural and Engineering Services:

SCHEMATIC DESIGN (SD) is complete so the work will start back up with Design Development. Estimates were provided at the SD stage and continuing design will be based on the SD Design. This phase represents about 15% of the Design Teams total work.

DESIGN DEVELOPMENT (DD) is the stage of work where the Architects’ and Engineers make a lot of decisions concerning the major systems of the building. Many of these systems do require discussion and input from the Owner and Building Users. STEWART•COOPER•NEWELL ARCHITECTS who were an integral part of the design team during Schematic Design will also provide consulting services during the Design Development phase with critical detailing.

Soil investigations and survey work is complete. We will be working with MORRISON-SHIPLEY ENGINEERS, INC. for the final site design, drainage, pavement sections, retaining wall design, etc. During the DD stage we will make final decisions on these work items, documenting same and preparing for the next phase of work.

We will be working with MYERS-BEATTY ENGINEERING, PLC for the design of the structural systems for the project including steel framing, stud framing and other Light Gage Metal Framing systems required and the foundation system.

H.S.A. ENGINEERING CONSULTING SERVICES, INC. will be providing the design of the plumbing, mechanical and electrical systems including IT support and communication systems.

Theoretically, all major systems are designed fully in the DD stage but practically, many small decisions are deferred until the next phase of work. During this phase, decisions will be made on finishes, both interior and exterior and all code research is completed and reviewed with the Authorities Having Jurisdiction. All decisions about the make up of the thermal envelope are made and coordinated with the engineers designing the HVAC Systems. Elevations of cabinets are generated for Owner review and comment. Appliances and furnishing selected as well as “Equipment” selections for items required for the facility to function as a Fire Station.

The Architect will coordinate the efforts of each of the consultants and at the end of this work phase, the Overall Project Budget and the Construction Budgets will be updated. This phase represents about 20% of the Design Teams total work.

CONTRACT DOCUMENTS (CD) phase of the work includes the completion of all plans and specifications and bidding documents required for permitting, bidding and construction of the facility and all of the site improvements. Many small decisions are deferred until this phase of work and many of these decisions, like those in the DD Phase, still require Owner/Building User input. This phase represents the largest part of the Design Team's total work and is about 40% of the overall work.

THE BIDDING AND NEGOTIATIONS phase of the work follows the completion of the Contract Documents. The Design Team will issue plans and specifications to all reviewing agencies and will provide documents to several "Plan Rooms" for access by bidders, sub-contractors and suppliers to insure competitive bids.

During the bidding process, the bidders often have questions for the architects and engineers. Very simple questions that do not relate to interpretation of the documents are generally answered verbally. More complicated questions are often answered in the form of a written addendum that is issued to all bidders, review agencies, plan rooms and the Owner. This phase of work represents 5% of the overall work by the Design Team.

The architect would also be an adviser and participant in the process for selecting a Construction Manager should the Owner choose to pursue that delivery system.

CONTRACT ADMINISTRATION is the phase where the architects and engineers observe the work of the Contractor (successful bidder) to determine whether it is in compliance with the plans and specifications. The Design Team will prepare written reports as to the status of the work after each site visit.

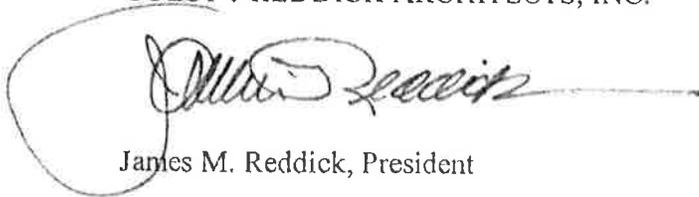
The review and marking of "submittals" is a major part of the work of this phase. The architect maintains a log of all submittals, forwards the ones for review by the engineers and maintains a file for the Owner as well. The selection of colors for interior and exterior finishes is often done in the early stages of this phase as samples and color charts are a part of the submittal process.

The architect will attend all job site meetings and will require the attendance of engineers at critical times during the construction process. The architect reviews and certifies all Pay Applications for payment to contractors or sub-contractors. The architect and engineers will also review and approve or require changes for all "close-out" documents including "as built", warranties, O&M Manuals, etc. This phase of the work represents 20% of the total overall effort of the Design Team.

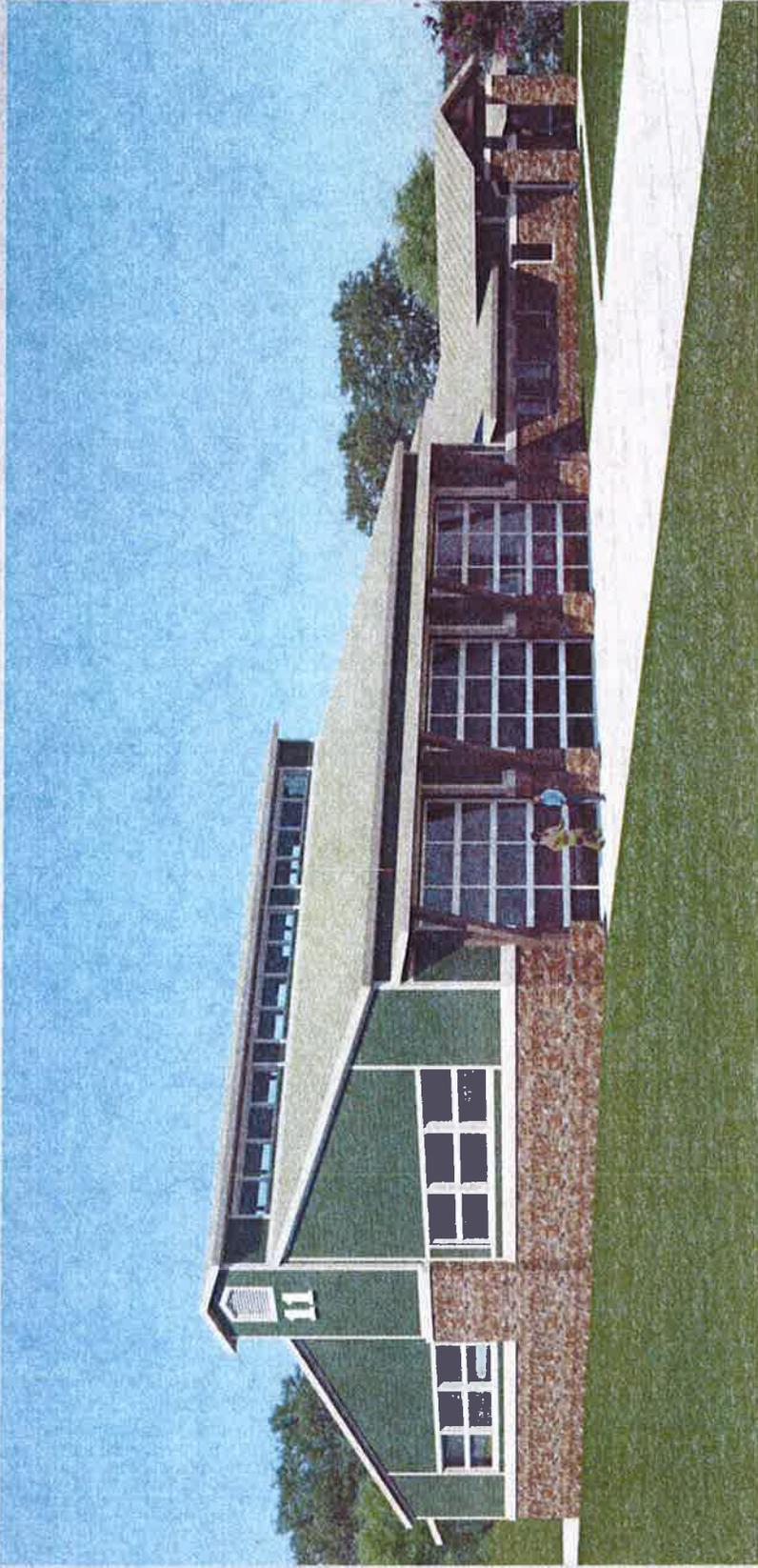
Please feel free to call and ask questions about any item detailed hereinbefore.

Sincerely,

GUEST ♦ REDDICK ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read "James M. Reddick", with a long horizontal flourish extending to the right. The signature is enclosed within a large, hand-drawn oval.

James M. Reddick, President

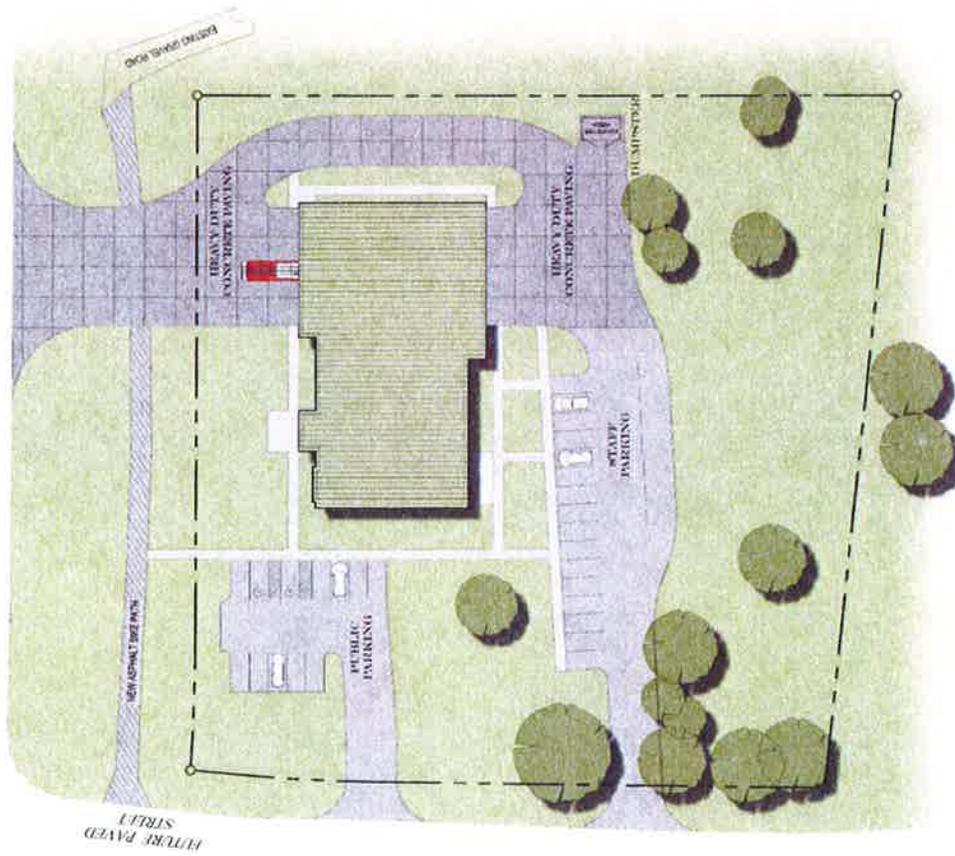


Fire Station
View from
Chapel Hill

 Stewart · Cooper · Newell
Architects **40**
YEARS

 GUEST
REDDICK
ARCHITECTS

Massard Road



Site Plan



Project Site

RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY INTERESTS FOR THE SUNNYMEDE BASIN NEIGHBORHOOD AND RAMSEY TRIBUTARY SEWER IMPROVEMENTS

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

The City Administrator and the City Attorney are hereby authorized to acquire by the exercise of the City's power of eminent domain, if necessary, a sewer utility or temporary construction easement on the following properties for the Sunnymede Basin Neighborhood and Ramsey Tributary Sewer Improvements, Project Number 09-04-C3:

<u>Tract No.</u>	<u>Owner</u>	<u>Appraised Value</u>
L13-4	Donnie Newman & Deberia Newman	\$ 36.85
L19-6	Khamkia Sayvongsa, Saykham Sayvongsa and Khanhkeo Xayasayvongsa	\$ 758.00
L19-8	Lyman L. Mikel & Doris J. Mikel Fulbright	\$ 1,252.00
L25-5	Caroline McCarty, Don Ray & Guy E. Ray	\$ 1,481.00
L28-2	Pike Place, a limited partnership	\$ 330.05

Until acquisition by the City, authorization set forth in Property Acquisition Policy Resolution R-40-05 of May 17, 2005 is continued in effect in the event the property owner desires to agree to the acquisition at the appraised value set forth in the Resolution.

This Resolution adopted this _____ day of June 2012.

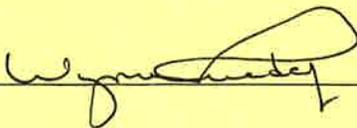
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

_____
npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: May 29, 2011

FROM: Steve Parke, Director of Utilities

SUBJECT: Sunnymede Basin Neighborhood and Ramsey Tributary
Sewer Improvements, Project Number 09-04-C3

As part of the Sunnymede Basin Neighborhood and Ramsey Tributary Sewer Improvements, the city will construct a new sanitary sewer collection lines to replace the older, deteriorated undersized lines. This work will be located in several neighborhoods in the northeast portion of the city from Kinkead Avenue to just north of Kelley Highway. A project area exhibit is attached.

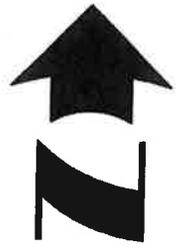
The project required the acquisition of approximately 73 easements, 68 of which have been acquired for the appraised values established by Calmo Realty Services. To date, the five property owners listed on the Resolution have declined the city's offer. Exhibits for the easement areas on those properties are attached..

Because of the project's scheduling, staff recommends that this Resolution be submitted to the Board of Directors for their approval at its next scheduled meeting. As always, representatives of the city will continue to negotiate with the property owners in an effort to reach a mutually agreeable settlement.

Should you or the Board have any questions or desire additional information, please let me know.

attachment

pc: Jeff Dingman



Scale: 1"-20'

WATSON'S
SUBDIVISION

LOT 273

Exist. 10'
Utility Esmt.

10' Temporary
Construction
Easement

LOT 274

Exist. 5'
Utility Esmt.

EAST PART
LOT 276

Exist. 5'
Utility Esmt.

NEWMAN, DONNIE AND DEBFRIA
3609 MORRIS DRIVE

LOT 275

WEST PART
LOT 276

Project No. 09-04-C1
Not A Survey Or Plat

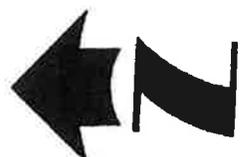
MORRISON SHIPLEY

ENGINEERS ■ SURVEYORS

704 Esper Lane, Suite 200 • Fort Smith, AR 72903 • 479.452.1833 • morrisonshiple.com

EXHIBIT 'A'
(TRACT NO. L13-4)
10' TEMPORARY CONSTRUCTION ESMT.
EAST PART OF LOT 276, WATSON'S SUBDIVISION
Fort Smith, Arkansas

Drawn By	DRC
Date	10.06.10
Project No.	FSJ-10
Drawing Name	ESMT EXH



Scale: 1"=30'

15' Temporary Const. Esmt.

15' Sewer Utility Esmt. $N01^{\circ}08'35''W$ $S05^{\circ}34'57''W$
94.62' 5.0' POB

Exist. 15" Tree (Remove and Dispose).

SAYVONGSA, KHAMKIA AND
XAYAVONGSA, KHANKEO
1900 NORTH 50TH ST

$S87^{\circ}11'27''E$
207.85'

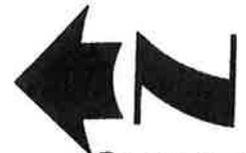
NORTH 1052.12'

Project No. 09-04-C1
Not A Survey Or Plat

MORRISON SHIPLEY
ENGINEERS ■ SURVEYORS
5704 Super Lane, Suite 200 • Fort Smith, AR 72903 • 479.452.1833 • morrisonshiple.com

EXHIBIT "A"
(TRACT NO. L19-6)
15' SEWER UTILITY EASEMENT
PART OF THE SW 1/4 OF THE NE 1/4,
SECTION 11, T-8-N, R-32-W
Fort Smith, Arkansas

Drawn By	DRC
Date	9.30.11
Project No.	FSU-10
Drawing Name	ESMT EXH



Scale: 1"=40'

15' Temporary
Const. Esmt.
15' Sewer
Utility Esmt.

N 64°08'13" E
34.48'
N 01°08'33" W
35.45'

Exist. 12" and
48" Trees
(Remove and
Dispose)

MIKEL, LYMAN L AND WIFE
1920 NORTH 50TH ST

S 87°10'04" E
202.40'

SOUTH 299.50'

Project No. 09-04-C1
Not A Survey Or Plat

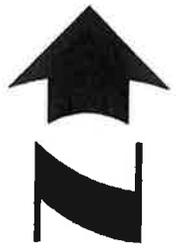
MORRISON SHIPLEY

ENGINEERS ■ SURVEYORS

5704 Esper Lane, Suite 200 • Fort Smith, AR 72903 • 479.452.1933 • morrisonshipley.com

EXHIBIT "A"
(TRACT NO. L19-8)
15' SEWER UTILITY EASEMENT
PART OF THE SW 1/4 OF THE NE 1/4,
SECTION 11, T-8-N, R-32-W
Fort Smith, Arkansas

Drawn By	DRC
Date	9.30.11
Project No.	FSU-10
Drawing Name	ESMT EXH



Scale: 1"-20'

MCCARTY, CAROLINE R,
DON G AND G RAY,
OMER G AND WIFE
1200 N 56TH TER

LOT 4

5' Temporary
Const. Esmt.

10' Sewer
Utility Esmt.

Exist. 10'
Utilities Esmt.

Ex'ist. Hedges
Clear and Grub.

EASTWOOD
ADDITION
BLOCK 6

Ex'ist. Hedges
Clear and Grub.

LOT 17

Project No. 09-04-C1
Not A Survey Or Plat

MORRISON SHIPLEY

ENGINEERS ■ SURVEYORS

704 Euper Lane, Suite 200 • Fort Smith, AR 72903 • 479.452.1933 • morrisonshipley.com

EXHIBIT "A"
(TRACT NO. L25-5)
10' SEWER UTILITY EASEMENT
LOT 4, BLOCK 6, EASTWOOD ADDITION
Fort Smith, Arkansas

Drawn By:	DRC
Date:	10.06.10
Project No.:	FSU-10
Drawing Name:	ESMT EXH



Scale: 1"=40'

5' Sewer
Utility Esmt.

287.07

KE PLACE A LIMITED PARTNERSHIP
GMAC COMMERCIAL MORTGAGE CORP
700 NORTH ALBERT PIKE AVE

PIKE PLACE
ADDITION
LOT

Project No. 09-04-C1
Not A Survey Or Plat

MORRISON SHIPLEY

ENGINEERS • SURVEYORS

8704 Euper Lane, Suite 200 • Fort Smith, AR 72903 • 479.452.1833 • morrisonshiple.com

EXHIBIT 'A'
(TRACT NO. L28-2)
5' SEWER UTILITY EASEMENT
PIKE PLACE ADDITION, LOT 1
Fort Smith, Arkansas

Drawn By	DRC
Date	2.04.11
Project No.	FSU-10
Drawing Name	ESMT EXH

RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY INTERESTS FOR THE ZERO STREET NEIGHBORHOOD IMPROVEMENTS

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

The City Administrator and the City Attorney are hereby authorized to acquire by the exercise of the City's power of eminent domain, if necessary, a sewer utility or temporary construction easement on the following properties for the Zero Street Neighborhood Improvements, Project Number 10-11-C1:

<u>Tract No.</u>	<u>Owner</u>	<u>Appraised Value</u>
1	Ray Morelock & Michael Morelock	\$ 43.75

Until acquisition by the City, authorization set forth in Property Acquisition Policy Resolution R-40-05 of May 17, 2005 is continued in effect in the event the property owner desires to agree to the acquisition at the appraised value set forth in the Resolution.

This Resolution adopted this _____ day of June 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: May 29, 2012

FROM: Steve Parke, Director of Utilities

SUBJECT: Zero Street Neighborhood Improvements
Project Number 10-11-C1

As part of the Zero Street Neighborhood Improvements, the city will construct new sanitary sewer collection lines to replace the older deteriorated lines. This work will be located in several neighborhoods from Zero Street south to Glen Flora Way. A project area exhibit is attached.

The project required the acquisition of approximately 48 easements, 47 of which have been acquired for the appraised values established by Calmo Realty Services. To date, one property owner has declined the city's offer.

Because of the project's scheduling, staff recommends that the attached Resolution be submitted to the Board for their approval at its next scheduled meeting. As always, representatives of the city will continue to negotiate with the property owner in an effort to reach a mutually agreeable settlement.

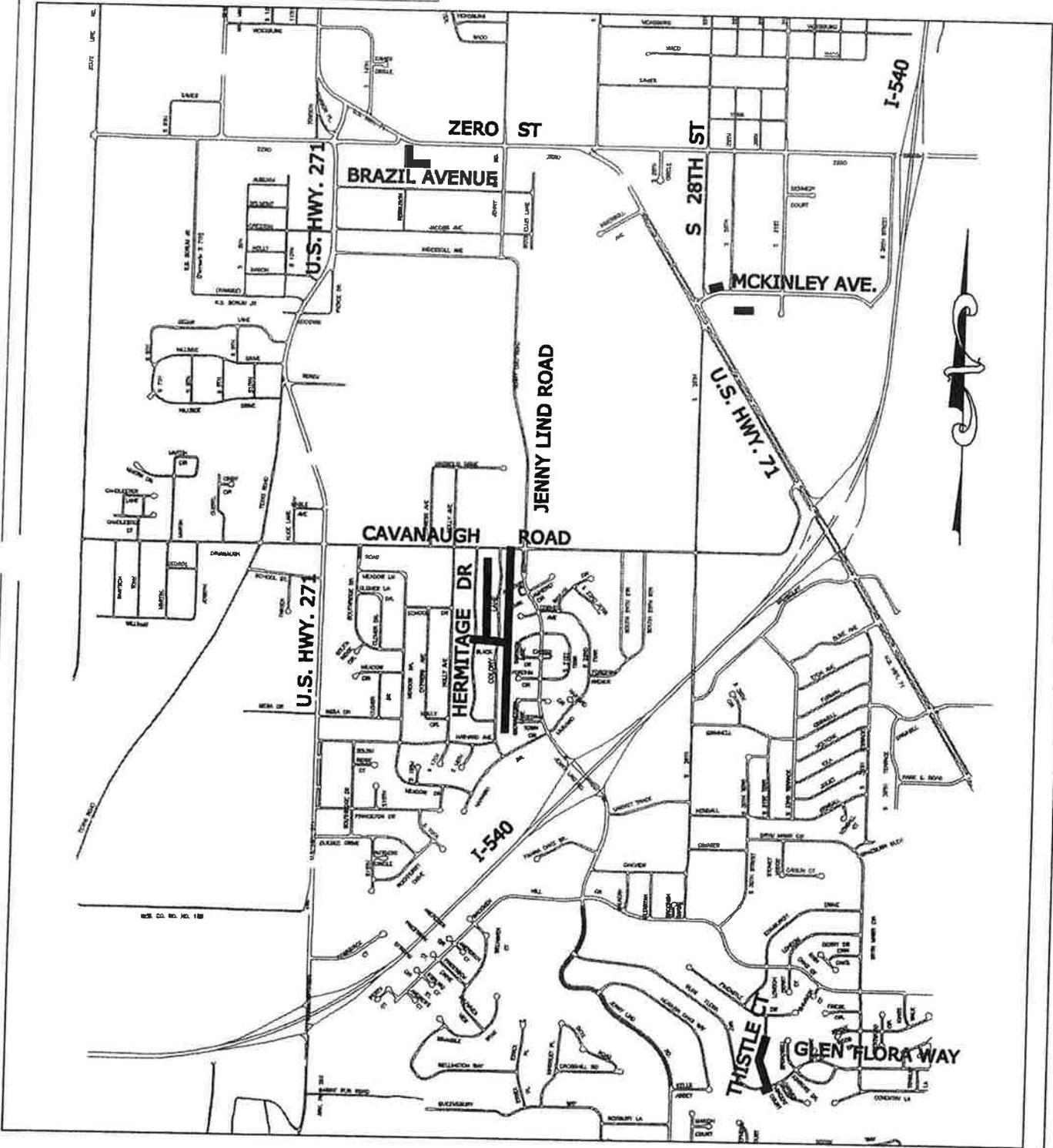
Should you or the Board have any questions or desire additional information, please let me know.

attachment

pc: Jeff Dingman



McGuire Engineering, Inc.
 6901 Dallas Suite "G"
 Fort Smith, AR 72903
 Ph: (479) 484-9020 Fax: (479) 452-3518



CITY OF FORT SMITH, ARKANSAS
2010 NEIGHBORHOOD SEWER IMPROVEMENTS - ZERO STREET BASIN
PROJECT NO. 10-11-C1
 PROJECT VICINITY MAP

36

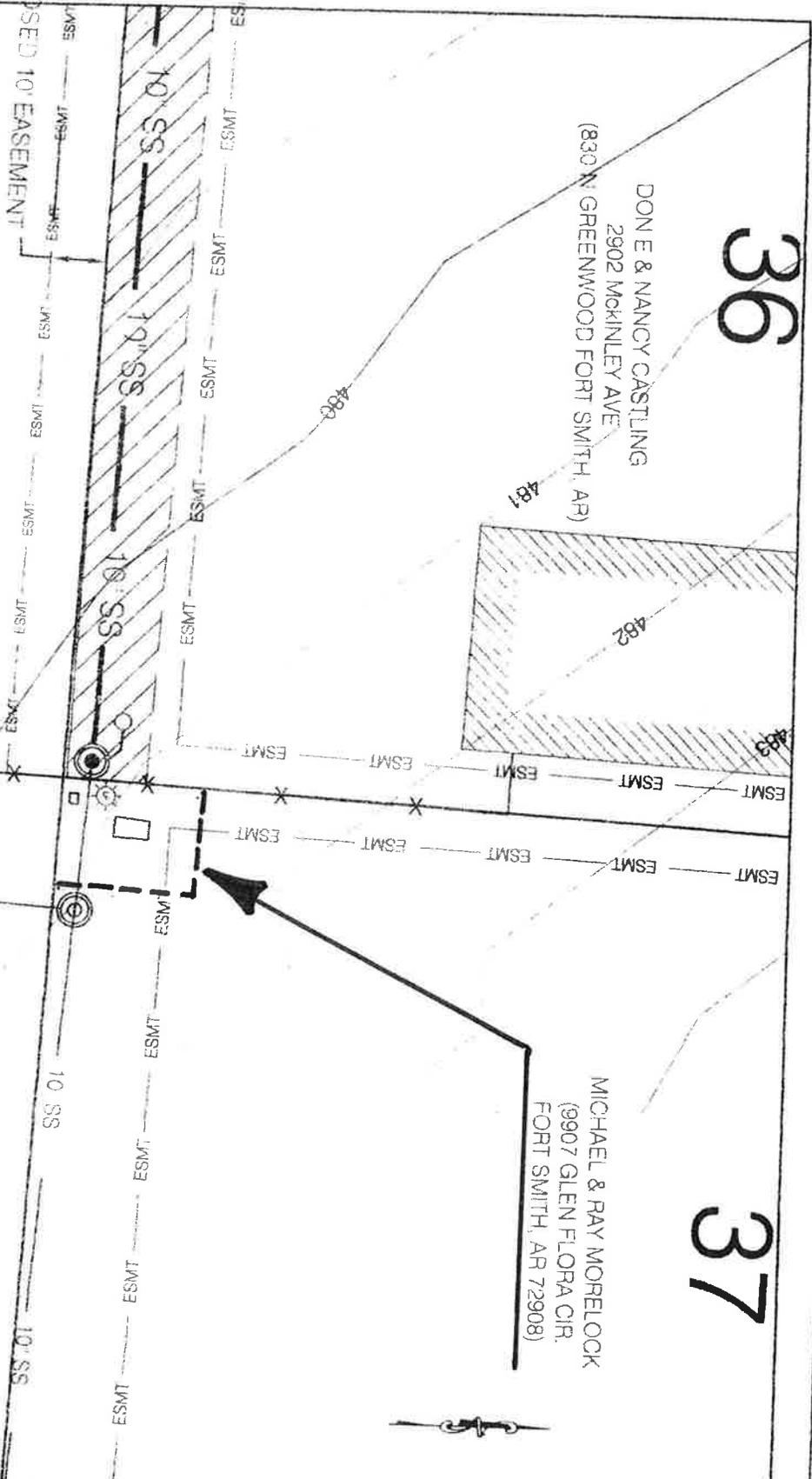
37

DON E & NANCY CASTLING
2902 MCKINLEY AVE
(830 N GREENWOOD FORT SMITH, AR)

DON E & NANCY CASTLING
2902 MCKINLEY AVE
(830 N GREENWOOD FORT SMITH, AR)

MICHAEL & RAY MORELOCK
(9907 GLEN FLORA CIR,
FORT SMITH, AR 72908)

FLO&W, LLC
(109 N 6TH ST FORT SMITH, AR 72901)



JOB NAME: NEIGHBORHOOD SEWER IMPROVEMENTS		
JOB NO: 10-11-C1	DRAWN BY: SB	H. SCALE: 1:30
DATE: APRIL 2011	APPRVD BY: PDM	V. SCALE:
DWG NAME: 2902 McKinley Ave - MORELOCK / FLC&W		SHEET: EXHIBIT 'A'

McGuire Engineering, Inc.
 6901 Dallas Suite "G"
 Fort Smith, AR 72903
 PR: (479) 484-9020 Fax: (479) 452-3518

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND AUTHORIZATION NUMBER ONE WITH HAWKINS-WEIR ENGINEERING, INC., FOR THE DESIGN OF THE MILL CREEK INTERCEPTOR IMPROVEMENTS - PHASE I

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

SECTION 1: An Agreement and Authorization Number One with Hawkins-Weir Engineering, Inc., for engineering services associated with the design services for the construction of Mill Creek Interceptor Improvements - Phase I, Project Number 12-09-ED1, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute an Agreement and Authorization Number One for engineering services in the amount of \$200,000.00.

This Resolution adopted this _____ day of June 2012.

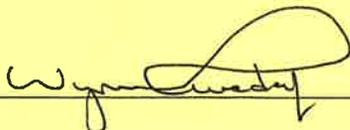
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: May 31, 2012

FROM: Steve Parke, Director of Utilities

SUBJECT: Mill Creek Interceptor Improvements - Phase 1
Project Number 12-09-ED1

The city's wastewater management plan for wet weather flows identifies the need to upgrade the Mill Creek pump station together with the interceptor sewers in its upstream collection system. Completion of these improvements will allow the transfer of greater flow volumes to the "P" Street wastewater treatment plant and eliminate sewer overflows occurring within the Mill Creek sewer basin.

This project is for the design of the phase one Mill Creek interceptor sewer improvements to convey the additional wet weather sewer flow to the Mill Creek pump station. The phase one design is for the first approximately 6,200 feet of new 24- through 48-inch interceptor sewer mains. Hawkins-Weir Engineers has been selected to provide these design services.

A Resolution authorizing an Agreement and Authorization Number One with Hawkins-Weir Engineers to design the phase one Mill Creek interceptor sewer improvements in the amount of \$200,000.00 is attached. The funding for this project is part 2012 sales and use tax bonds issued for the continuation of wet weather sewer improvements.

Should you or members of the Board have any questions or need additional information, please let me know.

attachment

pc: Jeff Dingman

RESOLUTION NO. _____

6 N

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO BRANCO ENTERPRISES, INC., FOR CONSTRUCTION OF THE PHASE II "P" STREET WASTEWATER TREATMENT PLANT WET WEATHER IMPROVEMENTS - SCHEDULE 2

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

SECTION 1: The construction of Phase II "P" Street Wastewater Treatment Plant Wet Weather Improvements - Schedule 2, Project Number 05-14-C1, is accepted as complete.

SECTION 2: Final payment to Branco Enterprises, Inc., in the amount of \$116,754.00, is hereby approved.

This Resolution adopted this _____ day of June 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

_____
npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: May 31, 2012

FROM: Steve Parke, Director of Utilities

SUBJECT: "P" Street Wastewater Treatment Plant
Wet Weather Improvements - Schedule 2
Project Number 05-14-C1

The above captioned project was the second of two contracts and completed the expansion of the "P" Street wastewater treatment plant capacity to receive peak wet weather flows from its upstream collection system. The plant was modified to receive a peak wet weather flow rate of 83 million gallons per day. Utilizing the flow equalization facilities at the plant, a flow rate of 35 million gallons per day is diverted to equalization storage. The remaining wet weather flow rate of 48 million gallons per day is directed to the secondary processes for treatment and discharge to the Arkansas River. During the 816-day construction period the original contract amount of \$31,840,000.00 was adjusted by two change orders totaling \$85,187.14 for a final contract amount of \$31,925,187.14.

Branco Enterprises has now completed the project. However, Branco exceeded the contract time by 180 days which has resulted in the assessment of liquidated damages in the amount of \$112,500.00 as established by the contract documents. This adjusts final payment to the contractor to the amount of \$116,754.00. The extended construction time is generally attributed to Branco's failure to apply an adequately sized workforce to the project. The work performed was of good quality. A project summary sheet is attached.

A Resolution accepting the project as complete and authorizing final payment to Branco Enterprises in the amount of \$116,754.00 is attached. Should you or members of the Board have any questions or need additional information, please let me know.

attachment

pc: Jeff Dingman

Project Summary

Today's date: May 29, 2012

Project name: "P" Street Wastewater Treatment Plant -
Schedule 2

Staff contact name: Steve Parke

Project number: **05-14-C1**

Staff contact phone: 784-2231

Project engineer: Hawkins-Weir Engineers, Inc.

Notice to proceed issued: July 21, 2008

Project contractor: Branco Enterprises, Inc.

Completion date: September 25, 2010

	Dollar Amount	Contract Time (Days)
Original contract	\$31,840,000.00	750
Change orders:		
Number One	\$48,626.00	31
Number Two	\$36,561.14	35
Total change orders	\$85,187.14	<u>66</u>
Adjusted contract	<u>\$31,925,187.14</u>	<u>816</u>
Payments to date (as negative):	\$ (31,607,081.85)	99.0%
Amount of this payment (as negative)	\$ (116,754.00)	0.4%
Retainage held	\$0.00	
Liquidated damages	\$112,500.00	0.4%
Contract balance remaining (under run)	\$88,851.29	0.3%
Amount Over (under) as a percentage	0.3%	

Final comments: Liquidated damages accessed to the contractor results in an underrun of the adjusted contract amount by 0.3%.

RESOLUTION NO. _____

60

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO M. PHILLIPS CONSTRUCTION, INC., FOR THE SUNNYMEDE BASIN NEIGHBORHOOD SEWER IMPROVEMENTS - PHASE I

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

SECTION 1: The construction of Sunnymede Basin Neighborhood Sewer Improvements - Phase I, Project Number 09-04-C1, is accepted as complete.

SECTION 2: Final payment to M. Phillips Construction, Inc., in the amount of \$290,036.18, is hereby approved.

This Resolution adopted this _____ day of June 2012.

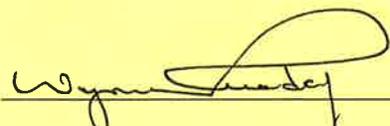
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: May 29, 2012

FROM: Steve Parke, Director of Utilities

SUBJECT: Sunnymede Basin Neighborhood Sewer Improvements - Phase I
Project Number 09-04-C1

This project consisted of constructing 7,174 feet of 8 to 10-inch sanitary sewer lines in the Sunnymede sewer basin. These lines had been identified by utility personnel as having high incidents of stoppage and repair work orders. The attached map shows the locations of the improvements.

M. Phillips Construction has completed the project and attached is a Resolution accepting the project as complete and authorizing final payment in the amount of \$290,036.18. It is my recommendation that the project be accepted as complete.

Should you or members of the Board have any questions or need additional information, please let me know.

attachment

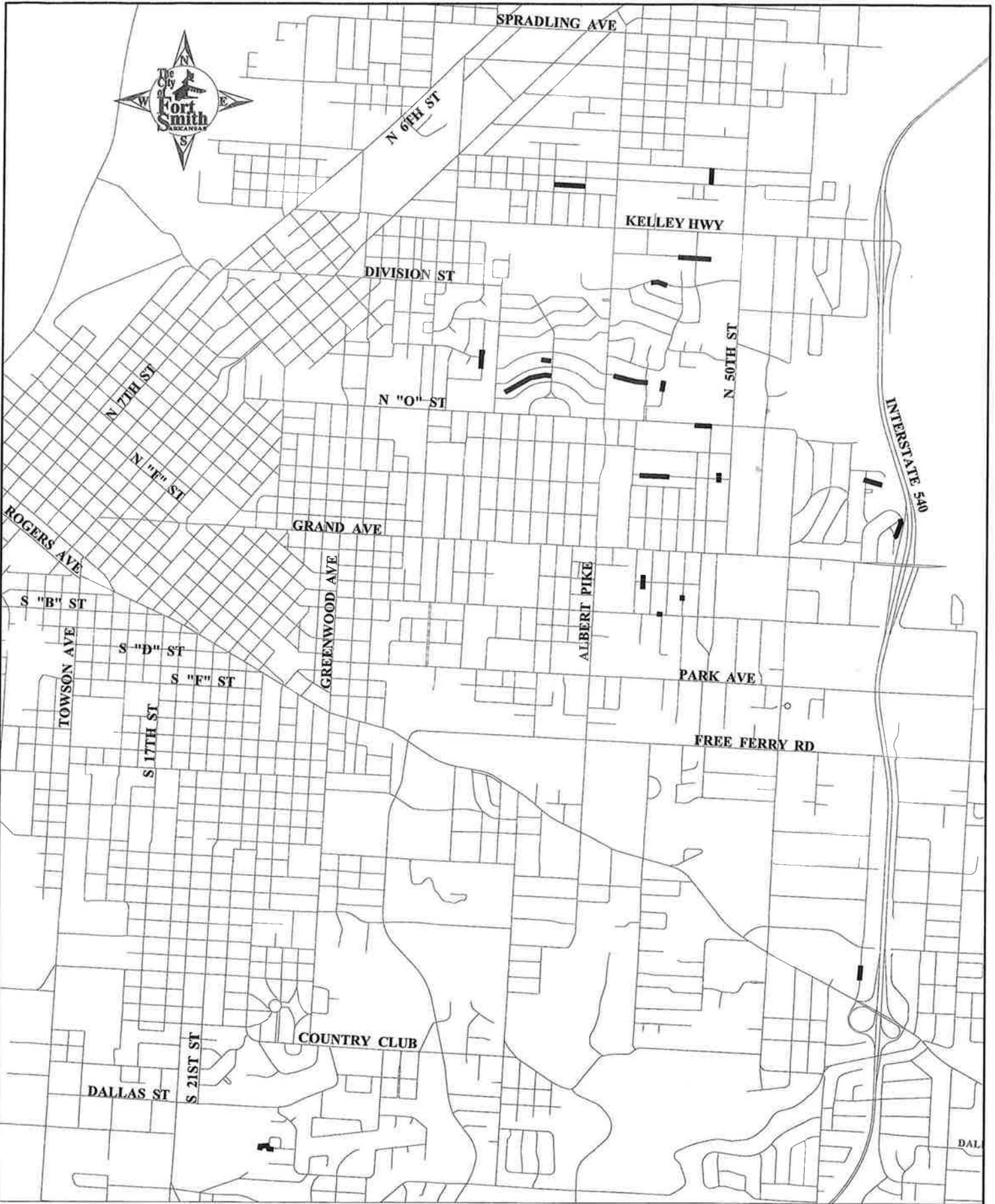
pc: Jeff Dingman

Project Summary

Project status: Complete	Project name: Sunnymede Basin Neighborhood Sewer Improvements - Phase I
Today's date: May 29, 2012	Project number: 09-04-C1
Staff contact name: Steve Parke	Project engineer: Morrison-Shipleigh Engineers, Inc.
Staff contact phone: 784-2231	Project contractor: M. Phillips Construction
Notice to proceed issued: August 22, 2011	
Completion date: March 9, 2012	

	Dollar Amount	Contract Time (Days)
Original contract	\$1,088,588.00	200
Change orders: Number One	\$0.00	0
Total change orders	\$0.00	<u>0</u>
Adjusted contract	<u>\$1,088,588.00</u>	<u>200</u>
Payments to date (as negative):	\$-737,916.67	67.8%
Amount of this payment (as negative)	\$-290,036.18	26.6%
Retainage held	\$0.00	
Contract balance remaining (underrun)	\$60,635.15	5.6%
Amount Over (under) as a percentage	-5.6%	

Final comments: Final payment to contractor results in underrun of the adjusted contract amount by 5.6%.



CITY OF FORT SMITH, ARKANSAS
SUNNYMEDE BASIN NEIGHBORHOOD SEWER IMPROVEMENTS - PHASE I
PROJECT NO. 09-04C1
PROJECT VICINITY MAP

O:\UtilityDept\General\DWG_DATA\Exhibits\J\2011 Sewer Project 09-04-C1\09-04-C1.dwg, 5/31/2012 9:05:01 AM, \\wyp01\UTL_HP5550HDN

RESOLUTION NO. _____

6 P

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO GOODWIN & GOODWIN, INC., FOR CONSTRUCTION OF THE LIFT STATION 7 AND 14 REPLACEMENT/CONSOLIDATION

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

SECTION 1: The construction of the Lift Station 7 and 14 Replacement/Consolidation, Project Number 09-12-C1, is accepted as complete.

Section 2: Final payment to Goodwin & Goodwin, Inc., in the amount of \$92,110.28, is hereby approved.

This Resolution adopted this _____ day of June 2012.

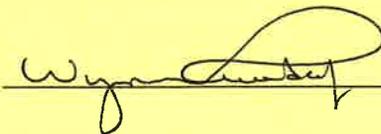
APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

_____
npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: May 29, 2012

FROM: Steve Parke, Director of Utilities

SUBJECT: Lift Stations 7 and 14 Replacement/Consolidation
Project Number 09-12-C1

The above captioned project was to abandon sewer lift stations 7 and 14 located within the Arkansas River floodway with the construction of a new pump station. Consolidating stations 7 and 14 into one station will eliminate the annual operation and maintenance costs for one lift station and the relocated sewer collection lines above the flood plain will allow the avoidance of future sewer line failures related to the lack of supporting soils. The work included the construction of the new pump station along with approximately 1,500 feet of force main and 10,800 feet of gravity sewer main.

The attached Resolution accepts the work as complete, and authorizes final payment to Goodwin & Goodwin in the amount of \$92,110.28. The project was completed under the contract amount by 2.9%. Should you or members of the Board have any questions or need additional information, please let me know.

attachment

pc: Jeff Dingman

Project Summary

Project status: Complete

Project name: Lift Station 7 & 14 Replacement/Consolidation

Today's date: June 5, 2012

Project number: **09-12-C1**

Staff contact name: Steve Parke

Project engineer: Philip J. Leraris, P.E.,L.S.

Staff contact phone: 784-2231

Project contractor: Goodwin & Goodwin, Inc.

Notice to proceed issued: November 28, 2011

Completion date: May 22, 2012

	Dollar Amount	Date
Original at approval	956,899.00	10/9/2011
Change orders:		
1	12,607.00	3/20/2012
2		
3		
Subtotal	12,607.00	
Final contract amount:	969,506.00	
Payments to date (as negative):	-849,875.22	
Amount of this payment	-92,110.28	
Contract balance remaining	27,520.50	
Retainage held	0.00	
Amount Over (under) original as a percentage	-2.9%	

Comments: Final payment to contractor results in underrun of the adjusted contract amount by 2.9%.

**MINUTES OF AIRPORT COMMISSION REGULAR MEETING
TUESDAY – APRIL 24, 2012
FORT SMITH REGIONAL AIRPORT CONFERENCE ROOM**

The regular meeting of the Fort Smith Airport Commission was called to order at 5:30 p.m. by Chairman Deramus, presiding. Commissioners Deramus, Devero, Haver, McGhee, Nordin and Schiffner were present. Commissioner Archer was absent. Also present were John Parker, Airport Director; and Kathey Boze, Director of Administration.

ADOPTION OF MINUTES

On a motion by Commissioner Haver and second by Commissioner Nordin, the Commission approved the Minutes of the Regular Meeting of March 27, 2012. Voting aye: Deramus, Devero, Haver, McGhee, Nordin and Schiffner. Voting nay: none.

FINANCIAL STATEMENT

Staff presented an overview and answered questions regarding the financials for the period ending March 31, 2012.

ITEMS OF BUSINESS

1. Airport Restaurant Agreement: Operator requested to continue arrangement through December 2012 and to adjust restaurant hours of operation. John Parker reported although enplanements have increased, customer business for the restaurant has not increased and weekend business is at a minimum. Therefore, Mr. Parker recommended allowing the operator to make adjustments in operating hours to meet public demand, lowering the incentive payment for services from \$1,500 to \$1,250 per month, and requesting proposals near the end of the year. John Parker will be meeting with the operator later this week to discuss the terms. Motion to extend agreement through December 31, 2012 and for the chairman to sign agreement was made by Commissioner McGhee and second by Commissioner Devero. Voting aye: Deramus, Devero, Haver, McGhee, Nordin and Schiffner. Voting nay: none.
2. Airport Activities/Projects
 - A. AIP 40, Construction of Taxiway A West Phase 1: Completed and waiting on final engineering and observation invoice. AIP grant amendment was projected to be approximately \$130,000; but, through saving of monies, is \$118,000.
 - B. 188th Change of Command: Occurred on April 14, 2012. Colonel Mark Anderson is the new base commander. Former base commander, Colonel Tom Anderson, has relocated to Little Rock at the Air National Guard Headquarters.
 - C. Rental Car Agreements: Agreements expire September 30, 2012. Staff has begun developing request for proposals (RFP) and updating operating agreements. RFP will be advertised in June 2012.

Minutes of F.S.A.C. Regular Meeting

April 24, 2012

Page 2

- D. PFC Application: Restarted. The point of contact for PFC's at the Southwest region of the FAA visited onsite, reviewed all projects and reported no problems. PFC is currently paying the airport back for the cost of the Security Fence/Wall.
- E. Arkansas Department of Aeronautics: Reduced revenues to their program has caused a change in their grant funding program. Only taking grants for projects at a match of 95:5% --- 95% FAA and 5% from sponsor. We have two projects: (1) Phase 1 of Taxiway and (2) the Wildlife Hazard Assessment. Both projects are open and application for reimbursement will be requested between now and July 2012.
- F. Coffee Machine: Sold 175 cups of coffee within one month timeframe. Staff will continue to track operations.
- G. Airport 6 1998 GMC Truck: Sold online through gov.com to an individual from Minnesota for \$3,950. Proceeds will be pledged to snow removal equipment.

NEXT COMMISSION MEETING

The next regularly scheduled meeting of the Fort Smith Airport Commission will be Tuesday, May 22, 2012 at 5:30 p.m. in the Fort Smith Regional Airport Conference Room.

ADJOURNMENT

On a motion by Commissioner Nordin and second by Commissioner Haver the meeting adjourned at 5:48 p.m.

Respectfully submitted,


John Parker
Airport Director

