

Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Keith Lau

Ward 2 – Andre’ Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Pam Weber

At Large Position 6 – Kevin Settle

At Large Position 7 – Philip H. Merry Jr.

AGENDA
Fort Smith Board of Directors
Regular Meeting
June 18, 2013 ~ 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 JUNE 4, 2013 REGULAR MEETING

ITEMS OF BUSINESS:

1. Presentation of 2012 Audit
2. Consent Agenda
 - A. Resolution authorizing the Mayor to enter into a lease agreement with the Sebastian County Aquatics Association for the diving well pool at Creekmore Park
 - B. Resolution authorizing an amendment to the agreement with Western Arkansas Tennis Association regarding annual reporting requirements for operation of the Tennis Center at Creekmore Park

- C. Resolution to accept completion of and authorize final payment for the construction of 2012 Street Striping Replacement, Project No. 12-85-A (\$11,057.33 / Engineering Department / Budgeted – Sales Tax Program Fund)
- D. Resolution authorizing a time extension for the Rice Carden Levee Improvements, Project No. 06-06-A (26 days)
- E. Resolution accepting completion of and authorizing final payment for the Rice Carden Levee Improvements, Project No. 06-06-A (\$24,796.48 / Engineering Department / Budgeted – Sales Tax Program Fund)
- F. Resolution authorizing a change order for the construction of Street Overlays / Reconstruction, Project No. 12-03-C (\$30,738.64 / Engineering Department / Budgeted – Sales Tax Program Fund)
- G. Resolution accepting completion of and authorizing final payment for the construction of Street Overlays / Reconstruction Project No. 12-03-C (\$48,512.16 / Engineering Department / Budgeted – Sales Tax Program Fund)
- H. Resolution authorizing the acquisition of real property interests for Jenny Lind Road and Ingersoll Avenue Widening, Project No. 07-01-A (\$162,400.00 / Engineering Department / Budgeted – Sales Tax Program Fund)
- I. Resolution authorizing the City Administrator to acquire property rights necessary for Rowe Avenue/Mary Street Drainage Improvements, Project No. 11-06-A (\$5,000.00 / Engineering Department / Budgeted – Sales Tax Program Fund)
- J. Resolution authorizing an amendment to the engineering services agreement for the Town Branch Drainage Improvements, Project No. 11-06-B (\$122,780.00 / Engineering Department / Budgeted - Sales Tax Program Fund)
- K. Resolution authorizing an amendment to the engineering services agreement for the 2013 Neighborhood Drainage Improvements, Phase B, Project No. 13-06-B (\$19,245.00 / Engineering Department / Budgeted - Sales Tax Program Fund)
- L. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with DC Trash Service of Morrilton, Inc.

- M. Resolution accepting bids and authorizing the Mayor to enter into a contract for the construction of the Fort Smith Landfill Scale Facility (\$3,074,259.93 / Sanitation Department / Budgeted – Sanitation Sinking Fund for Landfill Construction)
- N. Resolution authorizing a temporary extension of the memorandum of understanding with the United States Coast Guard Auxiliary Flotilla 15-5 located at 3802 Grand Avenue
- O. Resolution accepting bid for the purchase of hydraulic boom truck (\$312,333.00 / Utility Department / Budgeted – Capital Outlay Fund)
- P. Resolution authorizing the City Administrator to accept an offer made by a property owner for the acquisition of real property interests for the Sunnymede Basin Neighborhood Sewer Improvements - Phase I (\$717.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)
- Q. Resolution authorizing the City Administrator to accept an offer made by a property owner for the acquisition of real property interests for the Zero Street Outfall Phase II Sewer Improvements Project (\$6,500.00 / Utility Department / Budgeted - 2012 Sales and Use Tax Bonds)
- R. Resolution authorizing Amendment No. 1 to Authorization No. 1 with Morrison Shipley Engineers, Inc. for engineering services for Pump Station No. 19 Force Main Replacement (\$17,000.00 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)
- S. Resolution authorizing Contract Addition No. 1 for the construction of an elevator and associated ADA facility enhancements to the transit facility located at 6821 Jenny Lind Road, Project No. 12-26 (\$29,582.00 / Transit Department / Budgeted – 2012 General Fund & Federal Transit Administration 90% reimbursement)

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

- Appointments: Community Development Advisory Committee (1), Historic District Commission (1), Mechanical Board of Adjustments and Appeals (3), Outside Agency Review Panel (2) and Transit Advisory Commission (2)

ADJOURN



1

MEMORANDUM

June 14, 2013

TO: Ray Gosack, City Administrator

FROM : Kara Bushkuhl, Director of Finance *KB*

SUBJECT: 2012 CAFR Presentation

The formal presentation for the comprehensive annual financial report (CAFR) is scheduled for the June 18, 2013 Board of Directors meeting. Mr. Ken Pyle of the audit advisory committee (AAC), will make the presentation. Electronic copies of the CAFR will be emailed on Monday, June 17th to Administration and the Board of Directors.

Should you have any questions, please don't hesitate to call me.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A LEASE AGREEMENT WITH THE SEBASTIAN COUNTY AQUATICS
ASSOCIATION FOR THE DIVING WELL POOL AT CREEKMORE PARK

WHEREAS, Sebastian County Aquatics Association (SCAA), Fort Smith, Arkansas has requested to lease the swimming pool at Creekmore Park, and;

WHEREAS, the City of Fort Smith Parks and Recreation Commission recommends the approval of the lease agreement with SCAA for use of the swimming pool at Creekmore Park;

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 an agreement with SCAA for a period of ten (10) years as outlined in the attached agreement.

This Resolution passed this _____ day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



npr



Memo:

June 14, 2013

To: Ray Gosack, City Administrator
From: Mike Alsup, Director of Parks and Recreation
Re: Approve the lease agreement for Sebastian County Aquatics Association to use the diving well at Creekmore Park Pool

The Parks Commission recommends approval of an agreement with Sebastian County Aquatics Association (SCAA) for a ten (10) year term. SCAA approached the City about using Creekmore Pool diving well three (3) years ago as their training center. SCAA provided the enclosure and pays the gas utility to heat the pool. This arrangement has worked well for the City and SCAA.

The original agreement was for a three (3) year term. It is recommended that the agreement be approved for a ten (10) year term. During this term, the enclosure will most likely have to be replaced. SCAA is required to obtain approval from the City if the enclosure is to be replaced and will need to meet safety and health department codes.

SCAA provides a valuable service to the community by providing the opportunity to our children and youth to swim competitively. SCAA also hosts at least one major swim meet per year drawing swimmers from the surrounding states. The last two years SCAA has hosted the State meet at Creekmore Park. Comments are very positive about the Creekmore facility.

Please contact me if you have any questions.

Attachment

LEASE AGREEMENT

This Lease Agreement made and entered into this _____ day of June, 2013, by and between the City of Fort Smith, Arkansas, hereinafter referred to as “City,” and Sebastian County Aquatics Association, hereinafter referred to as “SCAA,” regarding SCAA’s use of the diving well pool at Creekmore Park during Creekmore Park pool’s non-summer period.

WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained, the City does hereby lease the diving well pool located at Creekmore Park to SCAA and SCAA does hereby accept the lease thereof under the following described terms and conditions.

1. The City is the owner of the Creekmore Park pool which includes a diving well pool. The diving well pool (and associated ingress and egress space with bathroom facilities) is the subject of this Lease, is identified on the attached Exhibit “1” and is sometimes referred to as the “leased premises.”

2. TERM:

This Agreement shall have a term of ten (10) years.

3. RENT:

SCAA agrees, at its sole expense, to provide and install at the diving well pool an enclosed structure and a pool heater allowing cold weather use of the diving well pool. Based on the capital expenditures for the enclosure and pool heater by SCAA, the City acknowledges that no further rent shall be due during the initial and renewal terms. The enclosure and heater will be removed by SCAA at the end of the lease term, and the enclosure and heater will remain the property of SCAA. SCAA will reasonably restore the

leased premises to their prior condition, ordinary wear and tear excepted, and provided, further, all foundation and other permanent fixtures (except the enclosure and pool heater referred to above) necessary for the installation of the enclosure shall, at the end of the lease term, become the property of the City and shall not be removed by SCAA.

4. SCAA AND CITY RESPONSIBILITIES AND DUTIES:

SCAA will be responsible, during the lease term, for operating and running the leased premises which will include vacuuming and keeping the pool clean and in compliance with safety, health code and park regulations, applying the necessary chemicals into the pool, keeping the proper chemical balance in the pool, and maintaining and cleaning the bathrooms and premises in and around the leased premises. The City will be responsible for all costs of repair of the diving well pool and other pre-existing facilities and SCAA will be responsible for all costs of repair of the enclosure and pool heater installed by SCAA. The parties agree that a separate gas meter will be installed for the diving well pool and SCAA will be responsible for the gas bill for the diving well pool during the lease term only. SCAA will be responsible for the cost of all chemicals for the leased area. All other utilities will be paid for by the City.

5. SCHEDULING:

SCAA shall have the right to schedule all activities, events and pool usage during the lease term. SCAA will keep the City informed of all events, all activities and all diving well pool usage during the term of the lease. At the request of the City, SCAA will provide advance notice of all scheduled events and usage. At all times the pool is not scheduled for use by SCAA, the City may request from SCAA the right to use the pool after first arranging for payment of heating costs to SCAA. Any such request is deemed denied unless approval is issued in writing executed by an officer of SCAA.

6. INSPECTIONS AND MAINTENANCE:

At the beginning of the lease term, SCAA will make the diving well pool and the enclosure covering the pool available for City inspection with a representative of SCAA present. The City may inspect the pool and enclosure at any other reasonable time. Any written report of such inspection(s) shall be recorded, retained for reference, and forwarded to both parties as confirmation of the inspection(s). The City has the right of access at all reasonable times for maintenance purposes.

7. SAFETY:

SCAA shall immediately correct any unsafe practice or condition which comes to its attention or if notified of such by the City. SCAA will keep the diving well pool in compliance with all state and city safety and health codes and will abide by all park regulations.

8. ENCLOSURE:

SCAA shall be responsible for and shall bear all expenses of installing, maintaining, keeping the enclosure in compliance with all state and city safety regulations, load codes and other reasonable requirements of the City. Any structural changes to the enclosure including the replacement of the current enclosure requires approval of the City of Fort Smith Parks and Recreation Director.

9. REVENUES:

All revenues derived from the operation, use, activities and events at the diving well pool during the lease term will be the property of SCAA (except for City events in writing approved by SCAA).

10. INSURANCE:

SCAA shall maintain liability insurance through USA Swimming which covers and insures all competitive swimmers who are members of the Fort Smith Tiderider swim team during the team's use of the diving well pool. All high school swimmers permitted by SCAA to use the pool shall be insured through their respective schools.

The City shall maintain fire, storm, premises and other casualty insurance on the leased premises and all equipment in amounts determined by the City. The City may insure the enclosure. Any such insurance policy shall designate the City as the named insured under the policy. All insurance proceeds shall be utilized to repair or replace damaged structures, equipment and/or improvements unless a different use for the proceeds is designated, at the City's sole discretion. To the extent it desires insurance, SCAA will insure its own personal properties and may insure the enclosure it owns.

10.01 INDEMNITY

SCAA 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.

11. INDEPENDENT CONTRACTOR:

It is acknowledged and agreed that SCAA is acting as an independent contractor and that no employee, agent or volunteer of SCAA shall be considered an employee or agent of the City.

12. SIGNS:

SCAA shall not post additional, permanent signs at the pool or improvements thereon, unless prior approval is obtained from the City. SCAA may post temporary

signs, banners, and the like to promote special activities and to allow publicity for sponsors of the various activities at the pool.

13. NONDISCRIMINATION:

SCAA shall conduct activities on a non-discriminatory basis with regard to race, national origin, religion, disability or gender. The provisions of this sub-paragraph shall not prevent SCAA from establishing recreational activities according to the ages and skill level of the participants in the activities.

14. CLOSURE:

If the governing body of the City does not appropriate sufficient funds to operate the pool as a park facility, this contract is subject to the absolute right of the City to discontinue use of the pool upon three months notice. In such event, SCAA shall have no legal rights pursuant to this lease. SCAA acknowledges that the City has the authority to temporarily or permanently close the pool if the City determines that the conditions require closure or the remediation of such conditions is too costly.

15. ADDRESSES:

Any notice required or permitted/required to be given pursuant to this Agreement shall be provided to the other party at the address as indicated:

City of Fort Smith
Parks and Recreation Director
3301 South M Street
Fort Smith, AR 72903

SCAA, President
PO Box 3466
Fort Smith, AR 72913

16. DISAGREEMENTS OR BREACH:

Either party to this Agreement may provide notice, in writing, to the other party at the address indicated in the preceding paragraph number 15. of any disagreement or breach.

16.01 Notice and Response:

The notice shall specify the nature of the alleged violation and its corresponding provision in this Agreement. Within seven (7) days, the other party shall respond in writing regarding the alleged violation of the Agreement. If the alleged violation has been cured, the response shall so note. If, after the exchange of notice of violation and response, either party considers the issue to be unresolved, that party shall notify the other of the date, time and place of a meeting (to be held within the City of Fort Smith no sooner than seven (7) days nor later than fourteen (14) days from the date of said notice of meeting at which representatives of the parties shall discuss the alleged violation and the response thereto.

16.02 Termination:

In the event the meeting of the parties pursuant to the procedures in subparagraph 16.01 above does not resolve the alleged violation, the City reserves the right to terminate the Agreement after ten (10) days written notice to SCAA. Said ten (10) day notice period shall run from receipt of the notice by SCAA evidenced by a signed receipt of certified mailing or by hand delivery by the City to an officer of SCAA. Either party may pursue any available judicial remedy.

16.03 Hazards:

Irrespective of the Notice and Response provision, in the event the City determines that any condition at the diving well pool constitutes an imminent health hazard to any member of the public, the City shall have the right to take immediate action to correct such condition. In such event, the City shall notify a representative of SCAA by telephone, facsimile or other method deemed to provide expedient notice to SCAA. Expenses associated with curative action shall be borne by the party responsible for

maintenance that would have prevented such condition under this Agreement. If SCAA does not subsequently agree to pay the expense of any curative action so charged, 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 SCAA under this Agreement, SCAA shall immediately pay the expense to the City after exhausting judicial remedies regarding that issue. Any failure of SCAA to comply with the provisions of this sub-paragraph shall be a basis for the City, in its sole discretion, to terminate this Agreement after ten (10) days written notice delivered as indicated in 16.02 above.

16.04 Right of Entry:

Should SCAA fail, after thirty (30) days notice from the City of the need to perform its required routine obligations under the lease, the City in addition to all other available remedies may, but shall not be obligated to, exercise its Right of Entry and perform SCAA's failed obligations, using any equipment or materials on the premises suitable for such purposes. SCAA shall reimburse the City on demand for its costs in performing SCAA's obligations. In addition, the City shall have the right to step in and perform SCAA's obligations under this contract while any litigation is pending.

17. DEFINITIONS:

References to actions or notices to or from the City in this Agreement shall be construed to refer to the City Administrator and his authorized representatives. Any authorization or permission required or authorized under this Agreement shall be valid only if issued in writing by the City Administrator or his authorized representative. Renewal is subject to approval of the governing body of the City.

18. BINDING EFFECT:

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective agents, servants, legal representative, heirs and assigns, except as expressly limited otherwise herein.

IN WITNESS WHEREOF the parties have hereunto set their hands this ____ day of June, 2013.

CITY OF FORT SMITH, ARKANSAS

Mayor

ATTEST:

City Clerk

SEBASTIAN COUNTY AQUATICS
ASSOCIATION

By:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH WESTERN ARKANSAS TENNIS ASSOCIATION REGARDING ANNUAL REPORTING REQUIREMENTS FOR OPERATION OF THE TENNIS CENTER AT CREEKMORE PARK

WHEREAS, Western Arkansas Tennis Association (WATA), Fort Smith, Arkansas has requested that the lease agreement be amended relinquishing the need for a certified public accountant to provide the annual report for the tennis center at Creekmore Park, and;

WHEREAS, the City of Fort Smith Parks and Recreation Commission approves of the amendment;

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, an amendment to the lease agreement with Western Arkansas Tennis Association requiring an annual report of revenues and expenses for the preceding year.

This Resolution passed this _____ day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



npr



Memo:

June 14, 2013

To: Ray Gosack, City Administrator
From: Mike Alsup, Director of Parks and Recreation
Re: Request to amend the Western Arkansas Tennis Association agreement

Western Arkansas Tennis Association (WATA) requests that the wording in the agreement to operate the Creekmore Tennis Center relating to the annual report be amended.

The current wording is: 14.04 Annual Report: Contractor shall employ a certified public accountant to furnish an annual written report with appropriate schedule(s) to the City. The annual report and certification shall be submitted within one hundred and twenty (120) days of the close of each calendar year.

The requested change is: 14.04 Annual Report: Contractor shall provide a written annual report for the preceding calendar year and shall include all revenues received and how they were expended for the year.

The original agreement may have required a certified public accountant (CPA) report because the facility was first managed by an individual. Paying for a CPA generated annual report is prohibitive and is not required in other lease agreements the department oversees.

The Parks Commission recommends that WATA's request be approved. Please contact me if you have any questions.

Attachment

June 4, 2013



*3303 So. M St.
Fort Smith, AR 72903
479.783.WATA (9282)
wata@sbcglobal.net
wataennis.net*

Mike,

The WATA board would like to propose amending the wording in section 14.04 of The City Agreement.

Currently, 14.04 reads as follows:

14.04 **Annual Report:** Contractor shall employ a certified public accountant to furnish an annual written report with appropriate schedule(s) to the CITY. The annual report and certification shall be submitted within one hundred and twenty (120) days of the close of each calendar year.

Requested changes to 14.04:

14.04 **Annual Report:** Contractor shall provide a written annual report for the preceding calendar year and shall include all revenues received and how they were expended for the year.

Mike, please let me know if it will be possible to present this request at the next Parks meeting, on June 12, 2013.

Thanks,

*Marge Griesse
WATA, Executive Director*

RESOLUTION _____

**A RESOLUTION TO ACCEPT COMPLETION OF AND
AUTHORIZE FINAL PAYMENT FOR THE CONSTRUCTION OF
2012 STREET STRIPING REPLACEMENT
PROJECT NO. 12-85-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 2012 Street Striping Replacement, Project No. 12-85-A, as complete.

SECTION 2: Final payment is authorized in the amount of \$11,057.33 to the contractor Time Striping, Inc., for the 2012 Street Striping Replacement, Project No. 12-85-A.

This resolution adopted this _____ day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

DATE: June 6, 2013

SUBJECT: 2012 Street Striping Replacement
Project No. 12-85-A

The above subject project consisted of the replacement of street striping at various locations as noted on the attached list. The total length of street striping was approximately 140,000 feet. A project summary sheet is also attached.

Attached is a Resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the Resolution be accepted by the Board of Directors at the next regular meeting.

Attachments

2012 Street Striping Replacement Project No. 12-85-A

YELLOW PAINT

1,900'	ALBERT PIKE AV.	FROM	FREE FERRY RD.	TO	ROGERS AV.
640'	NEWLON RD.	FROM	MUSSETT RD.	TO	HARRIET LN.
320'	N. 12TH ST.	FROM	GARRISON AV.	TO	GRAND AV.
180'	NORTH S ST.	FROM	DIVISION ST.	TO	N. 6TH ST.
4,180'	STATE LINE RD.	FROM	CAVANAUGH RD.	TO	SOUTH Y ST
3,860'	SOUTH Y ST	FROM	STATE LINE RD.	TO	WHEELER AV.
5,714'	DALLAS ST.	FROM	S 74TH ST.	TO	MASSARD RD.
2,066'	ZERO ST.	FROM	HWY 71	TO	HWY 271
414'	S 10TH ST.	FROM	ROGERS AV.	TO	CARNALL AV.
872'	VICKSBURG & S 14TH ST.	FROM	TOWSON AV.	TO	HWY 71
5,552'	S 58TH ST.	FROM	GEREN RD	TO	OLD GREENWOOD RD.
740'	BRIARCLIFF AV.	FROM	HWY 71	TO	S. 28TH ST.
1,204'	COUNTRY CLUB AV.	FROM	OLD GREENWOOD RD.	TO	S. 23RD ST.
1,210'	S 23RD ST.	FROM	COUNTRY CLUB AV.	TO	DODSON AV.
1,104'	CAVANAUGH RD.	FROM	HWY 271	TO	JENNY LIND RD.
29,956'					

WHITE PAINT

197'	ALBERT PIKE AV.	FROM	FREE FERRY RD.	TO	ROGERS AV.
233'	DALLAS ST.	AT	S. 74TH ST.		
278'	DALLAS ST.	AT	MASSARD RD.		
100'	DALLAS ST.	AT	S. 80TH ST.		
287'	LEXINGTON AV.	FROM	SOUTH I ST.	TO	ROGERS AV.
88'	VICKSBURG ST.	AT	TOWSON AV.		
138'	COMMERCE RD.	AT	HWY 45		
92'	CAVANAUGH RD	AT	JENNY LIND RD.		
98'	ZERO ST.	AT	HWY 271		
1,511'					

2012 Street Striping Replacement Project No. 12-85-A

YELLOW THERMO

4,452'	HARRIET AV.	FROM	N. 6TH ST.	TO	NEWLON RD.
5,670'	GERBER RD.	FROM	RIVERFRONT DR.	TO	HARRIET AV.
4,296'	N. 50TH ST.	FROM	MIDLAND BLVD.	TO	NORTH O ST.
1,598'	SPRADLING AV.	FROM	N. 27TH ST.	TO	HARRIS AV.
2,002'	ALBERT PIKE AV.	FROM	MIDLAND BLVD.	TO	KELLEY HWY
6,920'	ALBERT PIKE AV.	FROM	ROGERS AV.	TO	HENDRICKS BLVD.
200'	NORTH I ST.	FROM	GREENWOOD AV.	TO	N. 30TH ST.
1,100'	NORTH E ST.	FROM	GREENWOOD AV.	TO	N. 15TH ST.
3,846'	GRAND AV.	FROM	N. 62ND ST.	TO	WALDRON RD.
12,080'	GRAND AV.	FROM	ALBERT PIKE AV.	TO	GREENWOOD AV.
1,510'	N. 12TH ST.	FROM	GRAND AV.	TO	NORTH O ST.
430'	PARK AV.	AT	ALBERT PIKE AV.		
4,501'	PARK AV.	FROM	N. 66TH ST.	TO	WALDRON RD.
3,000'	N.66TH ST.	FROM	PARK AV.	TO	FREE FERRY RD.
1,176'	HORAN DR.	FROM	S. 74TH ST.	TO	MASSARD RD.
1,510'	S. 91ST ST.	FROM	ROGERS AV.	TO	DALLAS ST.
4,862'	S. 74TH ST.	FROM	ROGERS AV.	TO	PHOENIX AV.
950'	SOUTH I ST.	FROM	LEXINGTON AV.	TO	GREENWOOD RD.
530'	SOUTH I ST.	FROM	S. 9TH ST.	TO	WHEELER AV.
1382'	SOUTH S ST.	FROM	OLD GREENWOOD RD.	TO	BALLPARK DR.
210'	S. 24TH ST.	FROM	QUINCY ST.	TO	TULSA ST.
14,924'	BROOKENHILL DR.	FROM	JENNY LIND RD.	TO	HWY 71
662'	PLANTERS RD.	FROM	HWY 45	TO	BALL RD.
646'	GREENWOOD AV	AT	ROGERS AV.		
1,800'	S 28TH ST.	FROM	I-540 BRIDGE	TO	GRINNELL AV.
3,246'	S 70TH ST.	FROM	ROGERS AV.	TO	PHOENIX AV.
420'	S 69TH ST.	FROM	PHOENIX AV.	TO	INDEPENDENCE ST.
268'	MADISON AV.	AT	S 74TH ST		
1,140'	CAMERON PARK DR.	FROM	S 74TH ST.	TO	END OF ROAD
3,838'	S. 66TH ST.	FROM	PHOENIX AV.	TO	MCKENNON BLVD.
1,752'	MCKENNON BLVD.	FROM	PHOENIX AV.	TO	S 66TH ST.
202'	JENNY LIND RD.	AT	DODSON AV.		
3,244'	WALDRON/COUNTRY CLUB	FROM	ROGERS AV.	TO	S. 58TH ST.
2,133'	CHAD COLLEY BLVD	FROM	FRONTIER BLVD	TO	SO. OF ROBERTS BLVD
96,500'					

2012 Street Striping Replacement Project No. 12-85-A

WHITE THERMO

344'	N. 50TH ST.	FROM	MIDLAND BLVD.	TO	NORTH O ST.
85'	SPRADLING AV.	FROM	N. 27TH ST.	TO	HARRIS AV.
737'	N. 6TH ST.	FROM	RIVERFRONT DR.	TO	NORTH P ST.
1,552'	ALBERT PIKE AV.	FROM	KELLEY HWY	TO	ROGERS AV.
384'	NORTH B ST.	FROM	ROGERS AV.	TO	N. 23RD ST.
130'	NORTH E ST.	AT	GREENWOOD AV.		
2,500	GRAND AV.	FROM	ALBERT PIKE AV.	TO	GREENWOOD AV.
2,100'	GRAND AV.	FROM	N. 62ND ST.	TO	WALDRON AV.
198'	PARK AV.	AT	ALBERT PIKE AV.		
223'	PARK AV.	AT	WALDRON RD.		
99'	HORAN DR.	AT	S. 74TH ST.		
743'	S. 74TH ST.	FROM	ROGERS AV.	TO	PHOENIX AV.
49'	BROOKENHILL DR.	FROM	JENNY LIND RD.	TO	HWY 71
47'	PLANTERS RD.	AT	HWY 71		
318'	S 70TH ST.	FROM	ROGERS AV.	TO	PHOENIX AV.
58'	S 69TH ST.	AT	PHOENIX AV.		
81'	MADDISON AV	AT	S 74TH ST.		
90'	CAMERON PARK DR.	AT	S 74TH ST.		
88'	S. 66TH ST.	AT	PHOENIX AV.		
409'	MCKENNON BLVD.	FROM	PHOENIX AV.	TO	AIRPORT TERMINAL
485'	GREENWOOD AV.	AT	ROGERS AV.		
101'	JENNY LIND RD.	AT	DODSON AV.		
153'	SOUTH I ST.	FROM	S. 9TH ST.	TO	WHEELER AV.
1,475'	CHAD COLLEY BLVD	FROM	FRONTIER BLVD	TO	SO. OF ROBERTS BLVD
330'	WALDRON RD.	AT	ROGERS AV.		
12,779'					

GRINDING (STRIPE REMOVAL)

1,920'	WALDRON/COUNTRY CLUB	FROM	ROGERS AV.	TO	S. 58TH ST.
---------------	----------------------	------	------------	----	-------------

SUMMARY SHEET

City of Fort Smith
Project Status: Complete
Today's Date: 6/6/2013
Staff contact name: Stan Snodgrass
Staff contact phone: 784-2225
Contract time (no of days): 180
Notice to proceed issued: 12/7/2012

Project Name: 2012 Street Striping Replacement
Project Number: 12-85-A
Consultant Engineer: City of Fort Smith
Project Contractor: Time Striping, Inc.

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$72,982.72	11/6/2012	6/5/2013
Contract Revisions:			
1			
2			
3			
Adjusted contract amount	<u>\$72,982.72</u>		
Payments to date (as negative):	\$54,058.64		
Amount of this payment	\$11,057.33		
Contract balance remaining	\$7,866.75		
Retainage held	0%		
Final payment	\$11,057.33		
Amount under original as a percentage	10.8%		

Final Comments:

RESOLUTION _____

**A RESOLUTION AUTHORIZING A TIME
EXTENSION FOR THE RICE CARDEN LEVEE IMPROVEMENTS
PROJECT NO. 06-06-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 the construction of the Rice Carden Levee Improvements, Project No. 06-06-A, which increases the contract time by 26 calendar days, is hereby approved.

This resolution adopted this _____ day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

RESOLUTION _____

**A RESOLUTION ACCEPTING COMPLETION OF AND
AUTHORIZING FINAL PAYMENT FOR
THE RICE CARDEN LEVEE IMPROVEMENTS
PROJECT NO. 06-06-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 Rice Carden Levee Improvements, Project No. 06-06-A, as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$24,796.48 to the contractor, Forsgren Inc., for the Rice Carden Levee Improvements, Project No. 06-06-A.

This resolution adopted this _____ day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

DATE: June 11, 2013

SUBJECT: Rice Carden Levee Improvements
Project No. 06-06-A

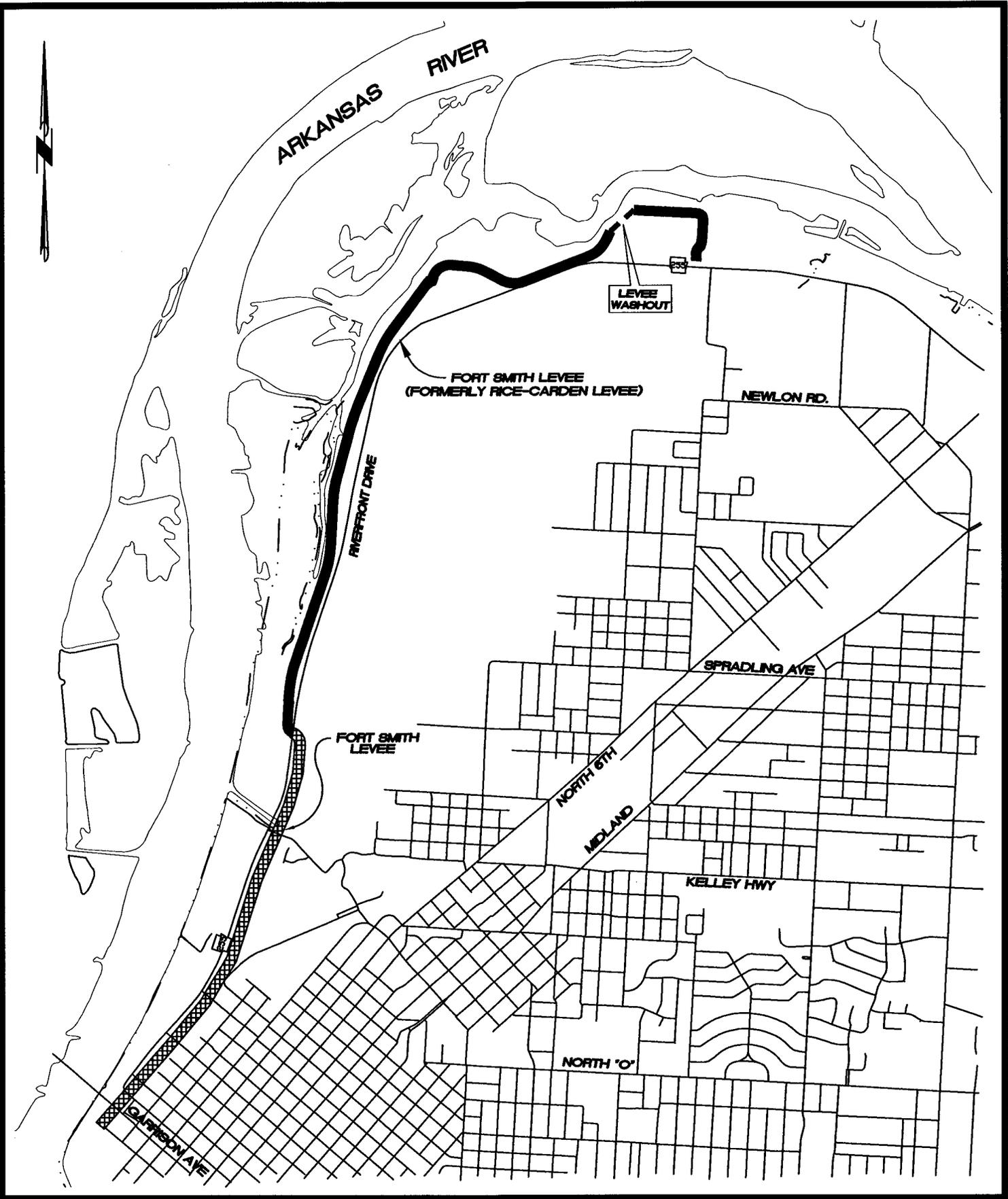
The City has approximately 5 miles of levees which provide flood protection along the Arkansas River. Approximately 1.8 miles of these levees, known as the Fort Smith Levee and Seawall, were originally constructed by the U.S. Army Corps of Engineers in 1947. The remaining 3.1 miles of levees, known as the Rice Carden Levee, were privately constructed by Kansas City Southern (Southern Enterprises) in 1965. An exhibit showing the levee system is attached.

An 800 foot long portion of the Rice Carden levee washed out in 1990. The City took over ownership of the Rice Carden Levee in 1998 to allow for construction of the levee hiking trail. When the City took over ownership of the Rice Carden Levee, the agreement approved by the Board of Directors in 1998 committed the City to repair and maintain the levee. This project repaired the washed out section of levee in accordance with federal design criteria.

The project was substantially complete on April 2, 2013 which is 26 days beyond the March 7, 2013 contract completion date. This contract time extension is justified as the weather restricted the contractor from completing the work on the levee. A project summary sheet is attached.

Attached are Resolutions to authorize a time extension, accept the project as complete and authorize final payment to the contractor. I recommend these Resolutions be accepted by the Board at the next regular meeting.

Attachments



2013 CAPITAL IMPROVEMENTS PROGRAM
 LEVEE CERTIFICATION & REPAIR
 FORT SMITH, ARKANSAS



Project:	
Date:	SEPT. 2012
Scale:	NONE
Drawn By:	RBR

SUMMARY SHEET

City of Fort Smith
 Project Status: Complete
 Today's Date: 6/6/2013
 Staff contact name: Stan Snodgrass
 Staff contact phone: 784-2225
 Contract time (no of days): 270
 Notice to proceed issued: 6/11/2012

Project Name: Rice Carden Levee Improvements
 Project Number: 06-06-A
 Consultant Engineer: Philip Leraris
 Project Contractor: Forsgren Inc.

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$1,225,781.75	4/24/2012	3/7/2013
Contract Revisions:			
1 Time Extension - 26 Calendar Days			4/2/2013
2			
3			
Adjusted contract amount	<u>\$1,225,781.75</u>		
Payments to date (as negative):	\$1,132,609.75		
Amount of this payment	\$24,796.48		
Contract balance remaining	\$68,375.52		
Retainage held		0%	
Final payment	\$24,796.48		
Amount under original contract as a percentage		5.6%	

Final Comments:

The project was substantially complete on April 2, 2013 which is 26 days beyond the March 7, 2013 contract completion date. A total of 50 weather days were encountered on this project and staff recommends the 26 day time extension.

RESOLUTION _____

A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 12-03-C

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

SECTION 1: Change Order No. 1 with Forsgren, Inc., for the Street Overlays/Reconstruction, Project No. 12-03-C, which increases the contract amount by \$30,738.64 to an adjusted contract amount of \$1,447,249.74, is hereby approved.

This resolution adopted this _____ day of June, 2013.

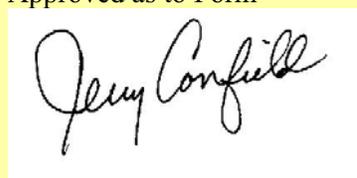
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

RESOLUTION _____

**A RESOLUTION ACCEPTING COMPLETION OF AND
AUTHORIZING FINAL PAYMENT
FOR THE CONSTRUCTION OF
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 12-03-C**

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 Street Overlays/Reconstruction, Project No. 12-03-C, as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$48,512.16 to the contractor, Forsgren, Inc., for the Street Overlays/Reconstruction, Project No. 12-03-C.

This resolution adopted this _____ day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

DATE: June 11, 2013

SUBJECT: Street Overlays/Reconstruction
Project No. 12-03-C

The above subject project consisted of asphalt street overlays, reconstruction and associated drainage improvements to the streets listed on the attached sheet and shown on the attached exhibits. The total length of streets improved was approximately 2.3 miles.

Change Order No. 1 increases the contract amount by \$30,738.64 (2.2%) to a total adjusted amount of \$1,447,249.74. A project summary sheet is attached. This increase in the contract amount is due to additional concrete channel work, tree removal, removal/replacement of fences and safety handrail which were added to the Thistle Court and Fincastle Drive locations. This additional work was added to alleviate flooding in the area.

I recommend approval of the Resolutions to increase the contract amount, accept the project as complete and authorize final payment to the contractor.

Enclosures

**2012 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 12-03-C**

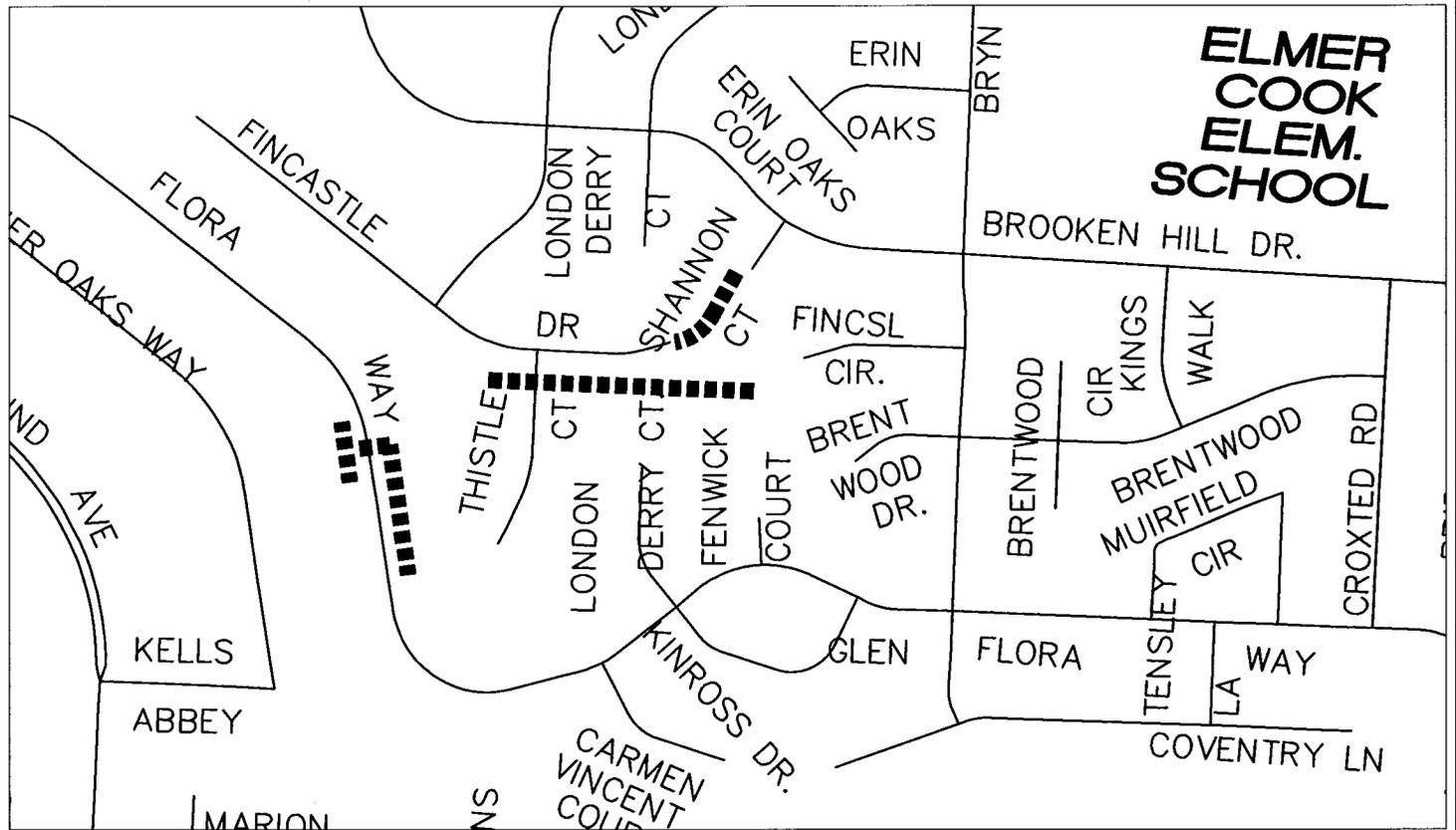
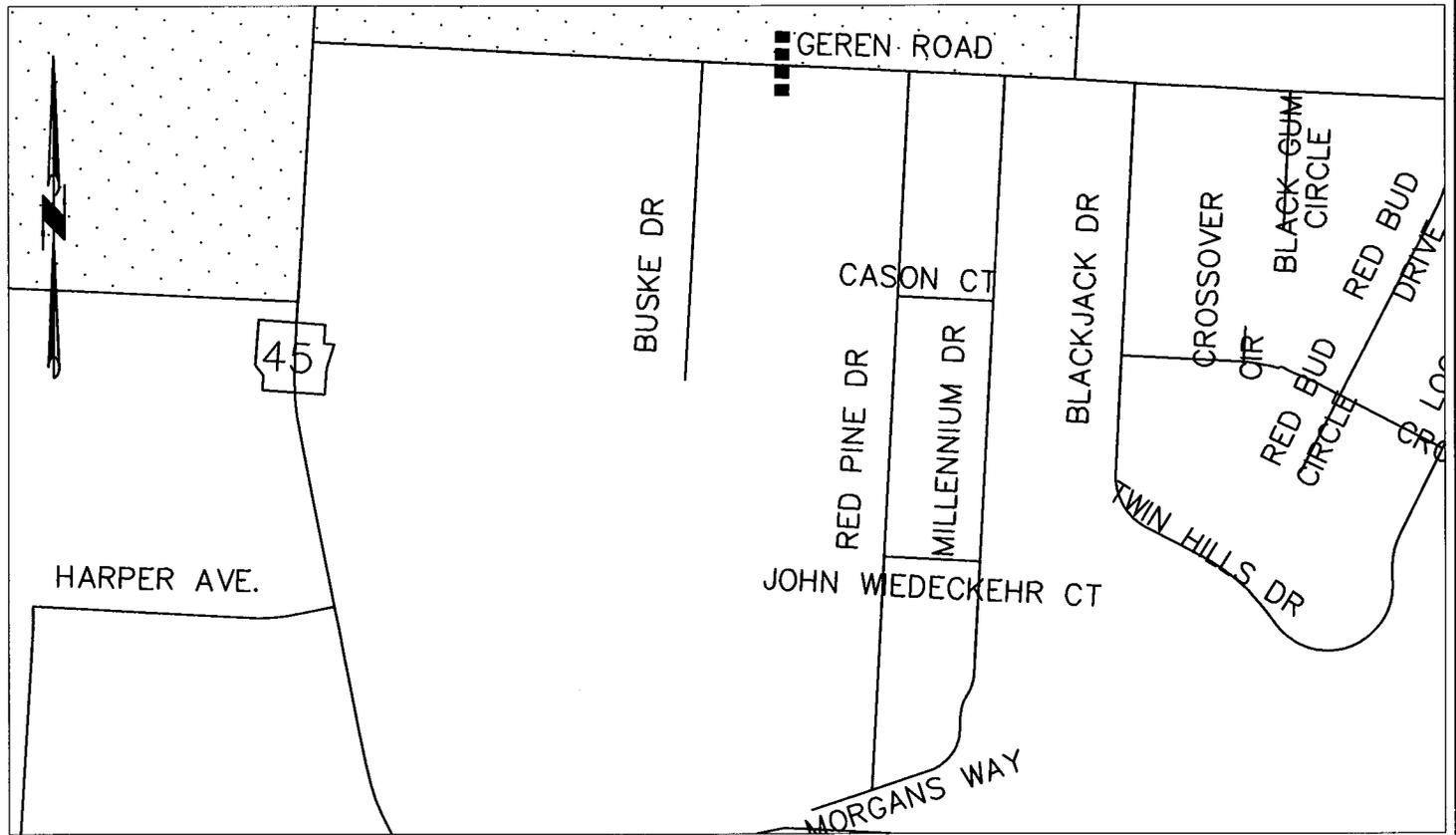
STREET	FROM	TO	LENGTH
BAYLOR CR.	CORNELL AVE.	END OF ROAD	735
CYPRESS AVE.	HOLLY CR.	SCHOOL ST.	1,596
HOLLY CR.	CYPRESS AVE.	HOLLY AVE.	308
PRINCETON DR.	US HWY.271	SOUTHRIDGE DR.	520
SOUTHRIDGE DR.	PRINCETON DR.	HARVARD AVE.	971
BELHAVEN VIEW	BRAMBLE BRAE	BROOKEN HILL DR.	1,814
BRAMBLE BRAE	END OF ROAD	END OF ROAD	1,323
KELLS ABBEY ST.	JENNY LIND RD.	HEATHER OAKS WAY	545
QUEENSBURY WAY	ROXBURY LN.	RAMSGATE WAY	978
RAMSGATE WAY	QUEENSBURY WAY	JENNY LIND RD.	810
ESSEX PL.	QUEENSBURY WAY	END OF ROAD	1,270
RANNOCH LN.	DUNDEE DR.	RAMSGATE WAY	1,473

Drainage Locations:

3100 Block of Glen Flora Way

4700 Block of Geren Road

3200 Block of Fincastle Drive



2012 CAPITAL IMPROVEMENTS PROGRAM
 STREET OVERLAYS/RECONSTRUCTION
 DRAINAGE AREAS



Project: 12-03-C
 Date: OCT. 2011
 Scale: NONE
 Drawn By: RBR

SUMMARY SHEET

City of Fort Smith
 Project Status: Complete
 Today's Date: 6/11/2013
 Staff contact name: Stan Snodgrass
 Staff contact phone: 784-2225
 Contract time (no of days): 270
 Notice to proceed issued: 8/27/2012

Project Name: 2012 Street Overlay/Reconstruction
 Project Number: 12-03-C
 Consultant Engineer: Brixey Engineering
 Project Contractor: Forsgren Inc.

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$1,416,511.10	6/26/2012	5/24/2013
Contract Revisions:			
1 Change Order No. 1	\$30,738.64		
2			
3			
Adjusted contract amount	\$1,447,249.74		
Payments to date (as negative):	\$1,398,737.58		
Amount of this payment	\$48,512.16		
Contract balance remaining	\$0.00		
Retainage held	0%		
Final payment	\$48,512.16		
Amount over original as a percentage	2.2%		

Final Comments:

Change Order No. 1 increases the contract amount by \$30,738.64 (2.2%) to a total adjusted amount of \$1,447,249.74. This increase in the contract amount is due to additional concrete channel work, tree removal, removal/replacement of fences and safety handrail which were added to the Thistle Court and Fincastle Drive locations.

RESOLUTION _____

**A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL
PROPERTY INTERESTS FOR JENNY LIND ROAD AND
INGERSOLL AVENUE WIDENING
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 appraised values for the following tracts required for the Jenny Lind Road & Ingersoll Avenue Widening project are approved and acquisition of the interests for the appraised amounts is hereby authorized:

<u>TRACT</u>	<u>OWNER</u>	<u>APPRAISED VALUE</u>
33	BIL-EL, LLC & ALLBEC, LLC & ELI	\$ 38,200.00
39	RAB Properties, LLC	\$ 76,600.00
53	Fort Smith Boys and Girls Clubs	\$ 47,600.00

SECTION 2: The City Administrator, or his designated agents, and the City Attorney are hereby authorized to acquire the required tracts for the above listed appraisal amounts.

SECTION 3: Payment for acquisition of the tracts authorized by Section 2 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this _____ day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

DATE: June 11, 2013

SUBJECT: Jenny Lind Road & Ingersoll Avenue Widening
Project No. 07-01-A, AHTD Job No. 040471
Acquisition on Tracts 33, 39, & 53

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. We are currently acquiring right of way for the project and hope to advertise for construction by the end of 2013.

A City ordinance requires that the acquisition of property in excess of \$20,000 be approved by the Board of Directors before an offer is made. In this Resolution, we are seeking Board approval to make offers on three tracts which exceed \$20,000 based on the appraisals. The appraisals for these tracts were prepared in accordance with Federal and State Appraisal specifications by Matthews Appraisal Service and have been reviewed by the Arkansas State Highway and Transportation Department (AHTD). Location maps showing these tracts are attached.

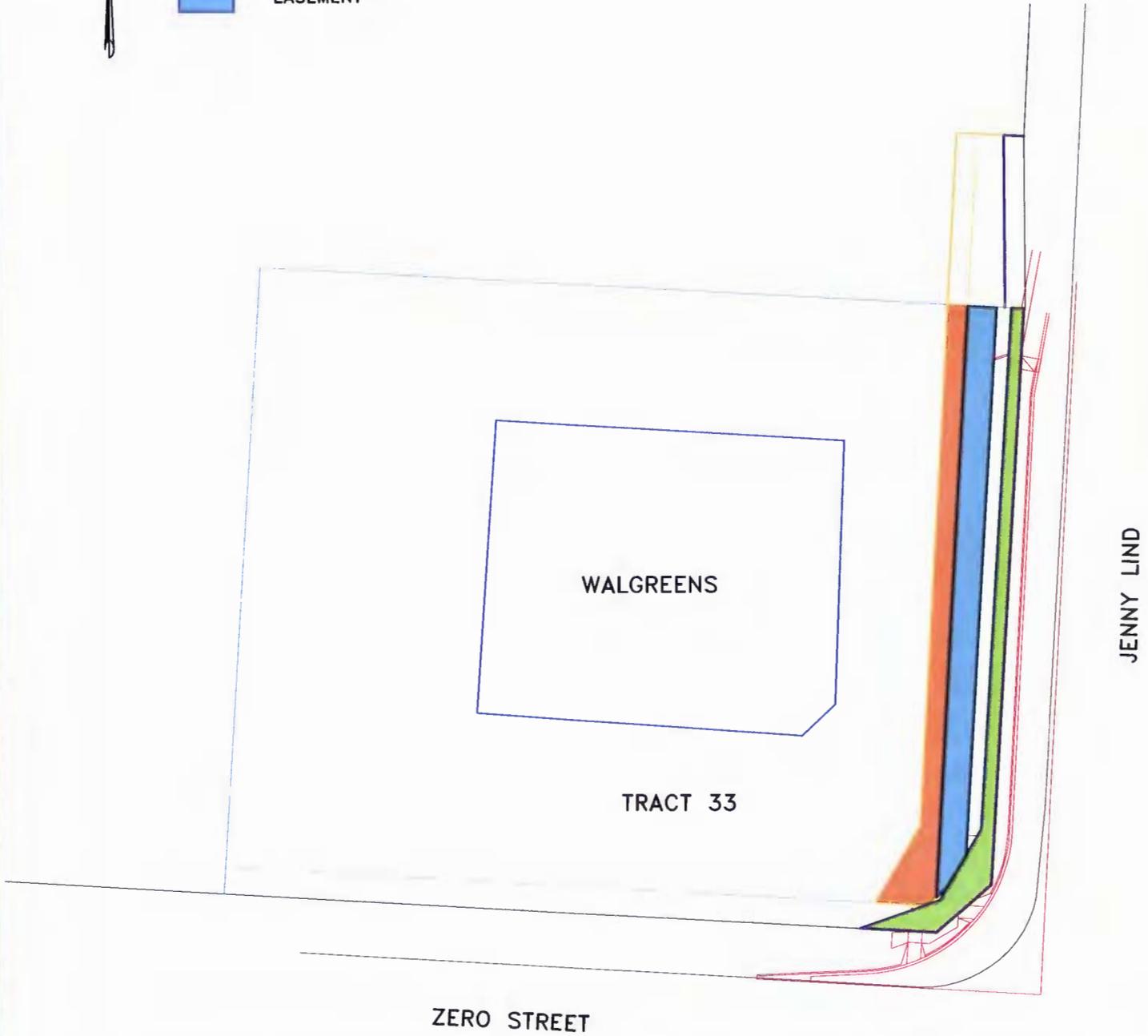
Attached is the Resolution which authorizes the acquisition of the referenced tracts for the appraised amount. Any compensation above the appraised amount will be brought back to the Board of Directors for approval. I recommend the Resolution be adopted by the Board at the next regular meeting.

Enclosures

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



- RIGHT-OF-WAY
AQUISITION
- TEMPORARY
CONSTRUCTION
EASEMENT
- UTILITY
EASEMENT

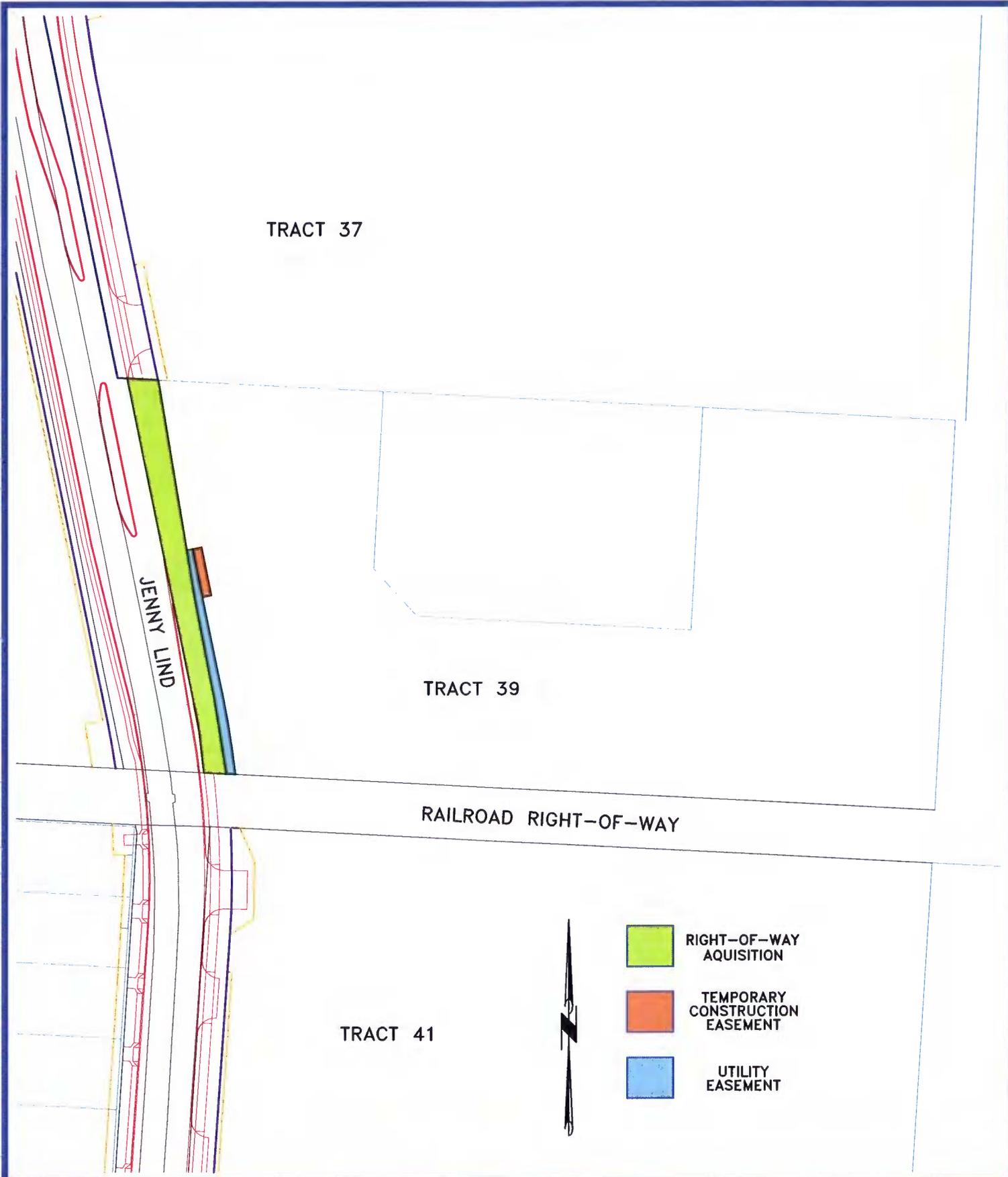


PROPERTY AQUISITION MAP
 JENNY LIND ROAD RELOCATION
 TRACT 33
 FORT SMITH, ARKANSAS

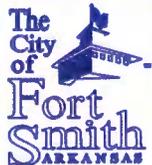


Project:	07-01-A
Date:	JUNE 2013
Scale:	NONE
Drawn By:	RBR

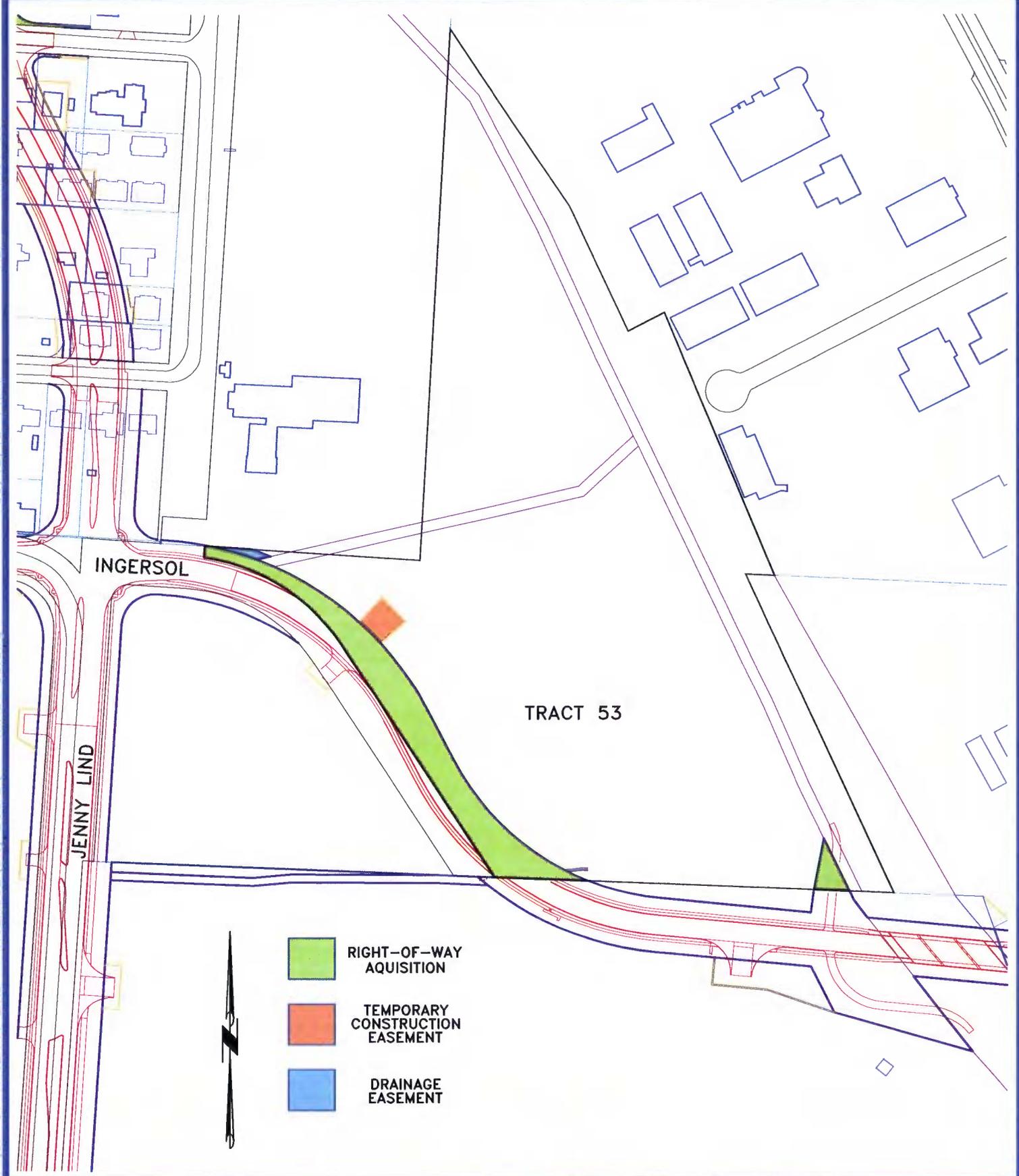
G:\DRAWINGS\CIP\07-01-A JENNY LIND - INGERSOL\City Board\ TRACT 39.dwg 06/05/13-07:34 RBR TRACT 39



PROPERTY ACQUISITION MAP
 JENNY LIND ROAD RELOCATION
 TRACT 39
 FORT SMITH, ARKANSAS



Project:	07-01-A
Date:	JUNE 2013
Scale:	NONE
Drawn By:	RBR



PROPERTY ACQUISITION MAP
 JENNY LIND ROAD RELOCATION
 TRACT 53
 FORT SMITH, ARKANSAS



Project:	07-01-A
Date:	JUNE 2013
Scale:	NONE
Drawn By:	RBR

RESOLUTION NO. R-_____

A RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO
ACQUIRE PROPERTY RIGHTS NECESSARY FOR ROWE
AVENUE/MARY STREET DRAINAGE IMPROVEMENTS

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

SECTION 1: The City Administrator is authorized to acquire, and to execute any documents necessary for the acquisition, of a license for the construction, operation and use of municipal drainage improvements on property owned by or leased from Fort Smith Railroad Company and Union Pacific Railroad for the Rowe Avenue/Mary Street drainage improvements, Fort Smith Project No. 11-06-A. Specifically, the administrator is authorized to acquire the necessary property rights by execution and delivery to Fort Smith Railroad Company of either a land lease or a drainage license agreement substantially in the forms attached as Exhibit "A" and "B," respectively, upon payment of a one time fee of not more than \$5,000.00.

SECTION 2: In the event the City Administrator is unable to conclude the acquisition of the necessary property interests pursuant to the authorization of Section 1 above, the City Administrator is hereby authorized to direct the City Attorney to initiate an eminent domain action in the Circuit Court of Sebastian County, Fort Smith District, for the purpose of acquiring

a permanent easement over the necessary real property allowing the construction, operation and use of the Rowe Avenue/Mary Street project drainage improvements and to make a deposit of just compensation not greater than \$5,000.00 (or an amount determined by a qualified real estate appraisal pursuant to the City's appraisal and real property acquisition policy).

This Resolution adopted this ____ day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



City Attorney
No Publication Required

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

JAMES E. WEST
PHILLIP E. NORVELL †

JERRY L. CANFIELD, P.A.
THOMAS A. DAILY, P.A.
WYMAN R. WADE, JR., P.A.
DOUGLAS M. CARSON, P.A.
ROBERT R. BRIGGS, P.A. †
C. MICHAEL DAILY, P.A. † ●
COLBY T. ROE, P.A.

KMW BUILDING
58 SOUTH SIXTH STREET
P.O. BOX 1446
FORT SMITH, AR 72902
TELEPHONE (479) 782-0361
FAX (479) 782-6160

OF COUNSEL

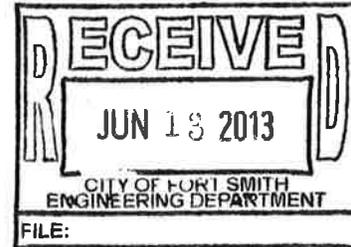
HARRY P. DAILY (1886-1965)
JOHN P. WOODS (1886-1976)
JOHN S. DAILY (1912-1987)
BEN CORE (1924-2007)

† Also Licensed in Oklahoma
● Also Licensed in Wyoming & North Dakota

WRITER'S E-MAIL ADDRESS
JCanfield@DailyWoods.com

June 13, 2013

Mr. Ray Gosack
City Administrator
623 Garrison Ave., 3rd Floor
Fort Smith, AR 72901



Re: Agenda Item Regarding Acquisition of License from Fort Smith Railroad Company for the Construction of the Rowe Avenue/Mary Street Drainage Improvements – Fort Smith Project No. 11-06-A

Dear Mr. Gosack:

The agenda for the meeting of the Board of Directors to be held on June 18, 2013, includes a resolution authorizing the acquisition of a license from Fort Smith Railroad Company permitting the construction on railroad right-of-way of a portion of the Rowe Avenue/Mary Street drainage improvements which are being construed as a part of Project No. 11-06-A. This letter is submitted as a briefing report regarding that matter. Attached is a vicinity map.

2012 discussions by the engineering department with the right of way officials of Fort Smith Railroad failed to reach an agreement regarding the terms of a license for the work. The discussions had centered on varying terms in licenses in the past, whether a one time fee (as opposed to an annual fee) was acceptable and, if so, the amount thereof and ongoing discussions regarding a standard licensing agreement which would cover all Fort Smith Railroad crossings (including utility department crossings for pipelines). The representatives of various City departments met and discussed the issues and formulated a position for the City. On February 26, 2013, our office sent to Fort Smith Railroad documents representing the position formulated by the City. The proposals included a master licensing agreement applicable to pipeline (water and sanitary sewer system) crossings of railroad facilities. Also sent was a specific proposal with reference to the Rowe Street project, the proposal being based on a land lease, standard conditions, and insurance requirements consistent with agreements which had been made by Fort Smith Railroad previously.

We have been negotiating with the legal department of Fort Smith Railroad since February 26 in an effort to obtain the license for the Rowe Street project. The City has indicated that the City would accept either of two forms (a land lease or a drainage license agreement) and that the City

would pay a one time fee of \$5,000.00 for the license.

The legal department of Fort Smith Railroad has not yet made a commitment as to the form of documentation for the license. Presumably the \$5,000.00 one time fee is acceptable as that sum was stated by Fort Smith Railroad in the negotiations.

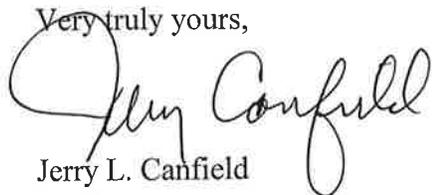
The contractor on Project No. 11-06-A has completed the other work. When we advised of the need of obtaining approval of a license at the June 18 meeting, Fort Smith Railroad indicated that might not be possible according to their schedule.

In order to not further delay the project, this item has been placed on the agenda of the June 18, 2013 meeting. The proposed resolution authorizes an agreement with Fort Smith Railroad for a one time fee of \$5,000.00 pursuant to either of two types of agreement forms which have been used in the past. The resolution further authorizes the filing of an eminent domain action to acquire the necessary right-of-way in the event neither of the two agreement forms are acceptable to Fort Smith Railroad. Such litigation once before was necessary when the City had difficulty reaching an agreement regarding right-of-way for the Massard Road project. Litigation was filed so that the work could commence. Subsequently, an agreement was reached with Fort Smith Railroad which allowed the work to proceed and the litigation to be dismissed.

Hopefully, perhaps even before the meeting on Tuesday night, Fort Smith Railroad will decide on an appropriate license form and fee which will allow the project work to continue.

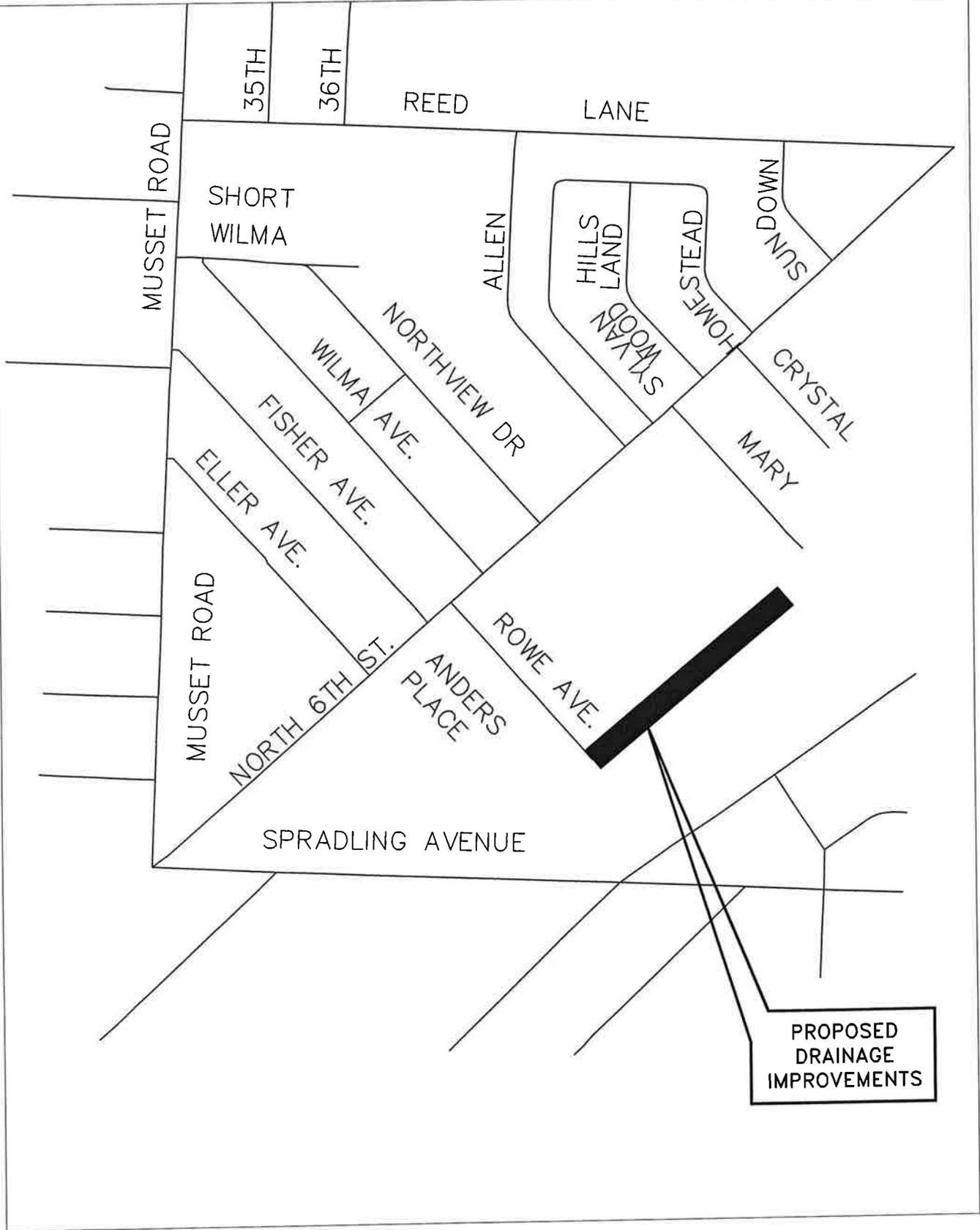
Thank you for your attention to this matter.

Very truly yours,



Jerry L. Canfield
JLC/cmm

cc: Mr. Stan Snodgrass



2011 CAPITAL IMPROVEMENTS PROGRAM
 ROWE AVENUE
 DRAINAGE IMPROVEMENTS



Project:	11-06-A
Date:	JUNE 2013
Scale:	NONE
Drawn By:	RBR

FORT SMITH RAILROAD CO.
LAND LEASE

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2013 by and between Fort Smith Railroad Co., an Iowa corporation (hereinafter "Railroad") and The City of Fort Smith, AR, an Arkansas municipal corporation (hereinafter "Lessee");

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. PREMISES; LOCATION; USE.

- (A) Railroad, for and in consideration of the rental to be paid and the covenants and conditions to be performed by the Lessee as hereinafter provided, does hereby lease and let unto the Lessee, for the period and subject to the terms and conditions herein stated, that portion of the premises of Railroad (hereinafter "Premises"), shown on Exhibit "A", and further described as follows:

An area on the northwest side of existing rails sufficient in width for the construction and maintenance of a 4' bottom width concrete storm water channel 1,100' long between Mary Street and Rowe Avenue in Fort Smith, Arkansas, the edge of which concrete channel, at its narrowest point, is 13.6 feet from the existing rail.

- (B) The Premises leased under this Agreement (hereinafter "Lease") may be used by the Lessee for its municipal storm water system, and for other purposes incidental hereto, but shall not be used for any other purposes unless the Lessee has received the prior written consent of Railroad.
- (C) Lessee agrees to permit Railroad reasonable access to the Leased Premises, when required. Railroad will, so far as is possible, use the track side for access.
- (D) The grant of right herein made to the Lessee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto.

Article 2. TERM.

The Lease shall take effect on the date of signing first written above, and shall continue in full force and effect, until terminated as hereinafter provided or on _____, 2071, whichever first occurs.

Article 3. RENTAL.

Lessee covenants and agrees to pay to the Railroad, a onetime fee of \$ _____ for this lease.

Article 4. INSURANCE.

Licensee, at Licensee's sole expense, shall cause to be procured, and provided to Railroad a Certificate(s) of Insurance certifying the effectiveness of, the insurance coverage required by Exhibit C, attached hereto and made a part hereof.

Article 5. NOTICE.

Any notice required or permitted to be served under the terms of this Lease shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Fort Smith Railroad Co.
Attn: Right of Way Agent
1318 S. Johanson Road
Peoria, IL 61607

To Licensee: City of Fort Smith
Attn: Stan Snodgrass/Engineering Dept.
P.O. Box 1908
Fort Smith, AR 72902
1-479-784-2225

or at other such address as the respective parties may from time to time give written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed in duplicate as of the date and year first written above.

The City of Fort Smith, AR

Fort Smith Railroad Co.
(Railroad)

By: _____
Name:
Its:

By: _____
Name:
Its:

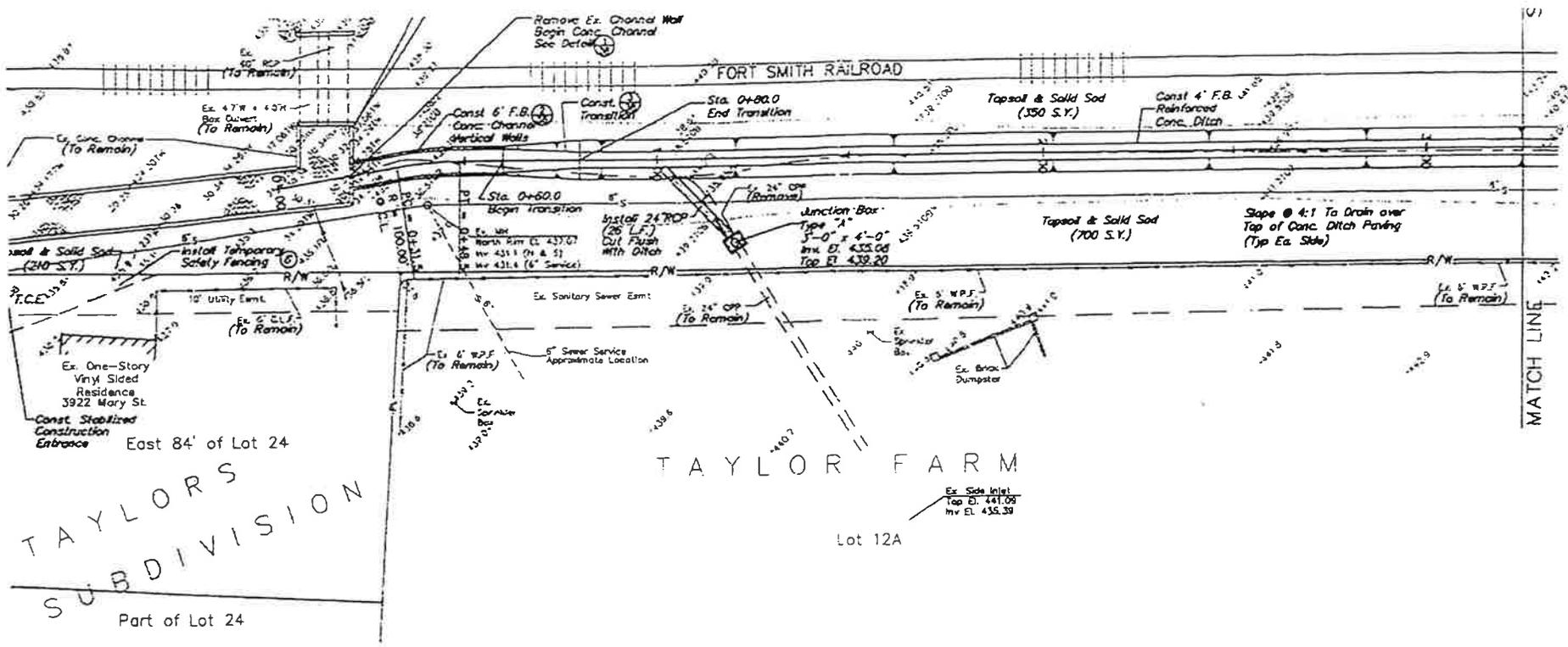
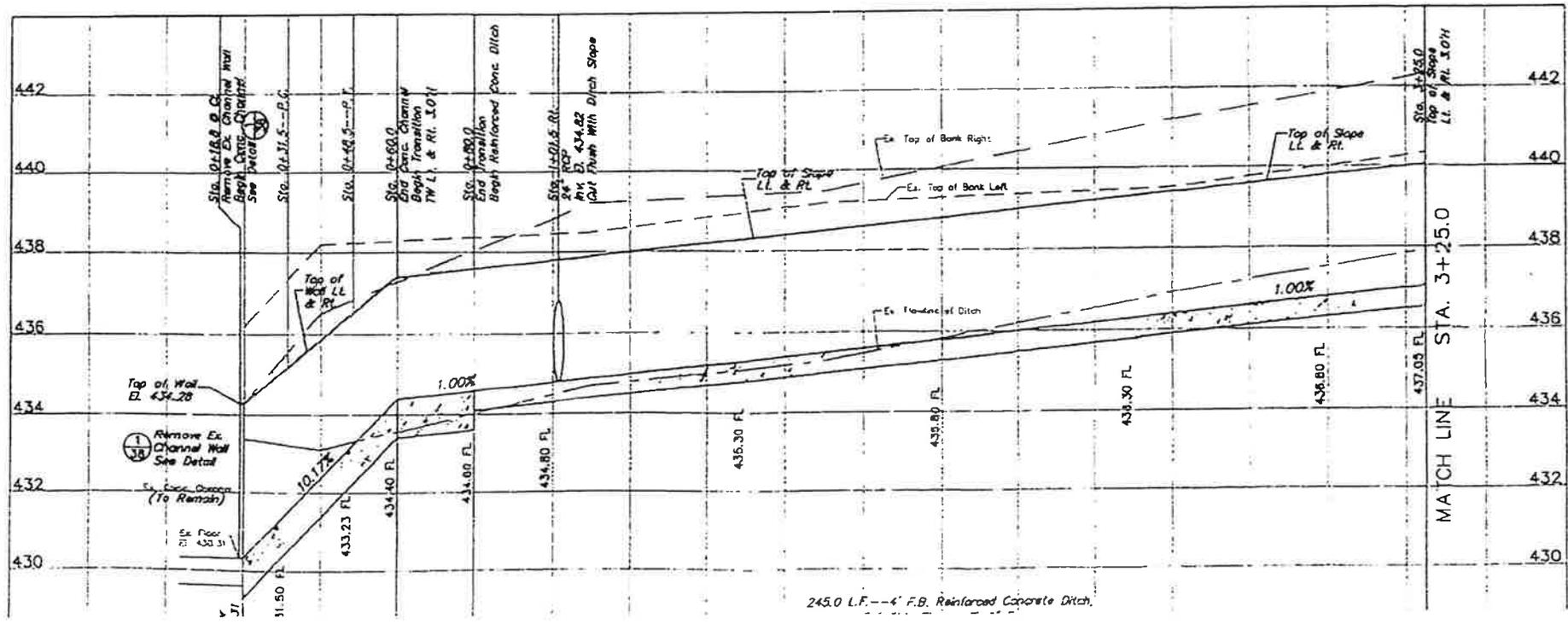


Exhibit - A



1" = 20'

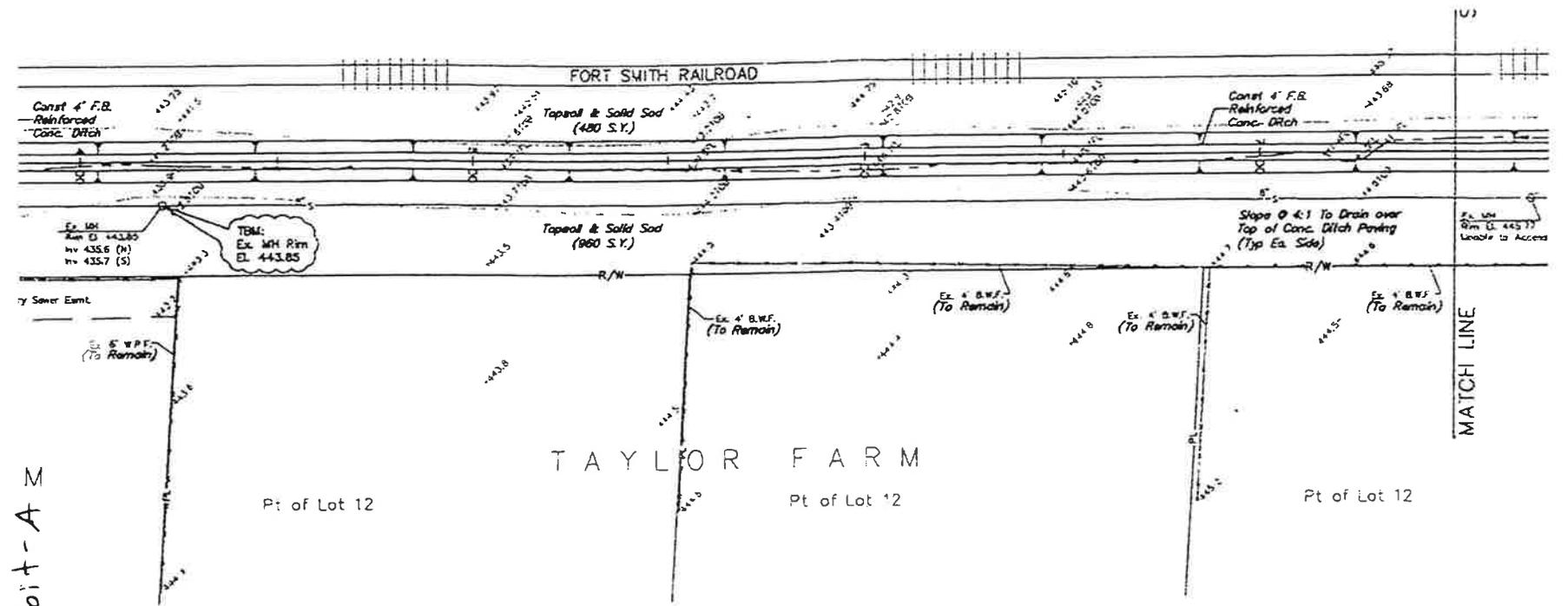


Exhibit-A M

- Notes:
1. Utilit infor One hour work
 2. Saw prior
 3. Tie 4 Struc
 4. Back Extra
 5. All S const Pavin
 6. instal fence plans "Tenc Duty color, safet with cente on 10 instal safet price
 7. Remo 24" F Const
 8. Remo Tie H
 9. Instal Detail profic Stand instal barric "Main Contr.

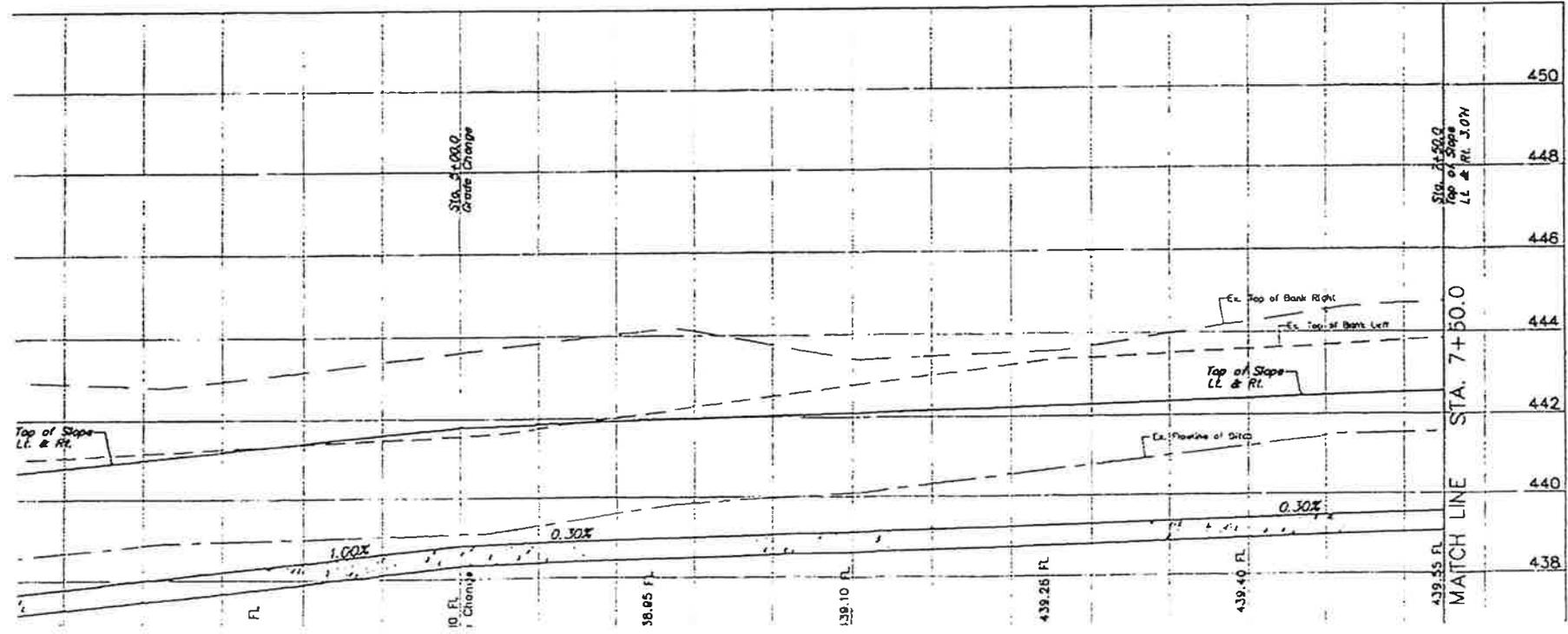


EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

This Lease is made subject and subordinate to all outstanding rights of Railroad and third parties to maintain existing facilities, including, but not limited to, underground facilities, wirelines, signal, communications, and other facilities upon, along, under, or across any or all parts of the Premises; rights in favor of mortgagees of the Premises, and others; and the right of Railroad to renew such outstanding rights, to extend the term thereof, and to grant such new or additional rights, licenses, or easements unto others as the Railroad, in its sole discretion should deem necessary, convenient or appropriate, without liability to the Lessee for compensation or damages; Provided, however, that Railroad shall not grant any new or additional rights to any third party that would materially interfere with Lessee's business. In the Lessee's use and occupancy of the Premises, the Lessee shall not disturb, damage or interfere with any such facilities of the Railroad or third parties. This Lease is made without covenant of title or for quiet enjoyment.

Section 2. NO INTERFERENCE WITH RAILROAD.

The Lessee shall at all times conduct and operate its business in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad or of its tenants or licensees, and nothing shall be done or suffered by the Lessee at any time that would in any manner impair the safety of the Railroad's operations. Lessee shall take all suitable precautions to prevent any such interference with the operation of the Railroad, or the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by the Railroad and/or its tenants or licensees. Lessee shall, at its sole expense, immediately take such action as may be necessary to eliminate any such interference which may occur.

Section 3. PROTECTION OF UNDERGROUND FACILITIES.

- (A) Pipelines, wirelines, and other underground facilities may be buried under the Premises. Protection of such facilities is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, Lessee shall determine if any pipelines, wirelines or other underground facilities are buried anywhere on the Premises to be used by the Lessee, and if they are, Lessee shall telephone the company(ies) involved, arrange for a locator, and make arrangements for relocation or other protection of any such underground facilities prior to beginning any work on the property.
- (B) In addition to the liability terms elsewhere in this Lease, ^{Lessee's contractor} Lessee shall indemnify and hold the Railroad harmless from and against any and all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Lessee, its contractor, sub-contractor, and/or it/their officers, directors, agents and/or employees, that causes or in any way or degree contributes to: (1) any damage to or destruction of any wireline, fiber optic cable, pipeline or other underground facility on the Premises, (2) any injury to or death of any person employed by or on behalf of any utility, pipeline, communications or other company owning or operating underground facilities and/or its contractor, agent and/or employees, on the Premises, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, any utility, pipeline, communications or other company(ies) owning or operating such underground facility.

Section 4. TAXES AND PUBLIC AUTHORITY.

- (A) Lessee agrees to pay, before the same shall become delinquent, all taxes, charges, fees and assessments (hereinafter "Taxes") levied during the life of this Lease upon, in respect to, or on account of the Real Estate, or any buildings or improvements thereon, or any business Lessee conducts thereon, and to prevent the same from becoming a charge or lien upon the property of the Railroad. Lessee shall promptly arrange to have any such Taxes separately assessed and billed to the Lessee, and not included in the assessment of the property of the Railroad. For any such Taxes which are included in that of the Railroad, Lessee shall pay to the Railroad an equitable proportion of such Taxes determined by the value of the Premises in relation to the entire value of the parcel being taxed, within fifteen (15) days of demand therefor.
- (B) Lessee shall also obtain, at its sole cost and expense, any permits, registrations, inspections, licenses, certificates or other privileges or governmental authority necessary to conduct or operate its business, or construct, operate, possess, maintain, use, repair, renew modify, relocate, reconstruct or remove any building, improvement, property, or equipment of Lessee on the Premises.

Section 5. CLAIMS AND LIENS FOR LABOR AND MATERIAL.

Lessee shall fully pay for all materials joined or affixed to and labor performed upon the Railroad's Premises in connection with Lessee's operations or use of the Premises, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Lessee. The Lessee shall also fully pay, when due, any and all charges for water, gas, electricity, telephone, telecommunications or other utility services furnished to the Premises; and for rental or use of sewer facilities serving the Premises. The Lessee shall indemnify and hold harmless the Railroad against and from any and all liens, claims, demands, costs and expenses of whatsoever nature (including, without limitation, court costs and expenses and attorney's fees) in any way connected with or arising out of such work done, labor performed or materials or services furnished.

Section 6. WATER AND MINERAL AND TIMBER RIGHTS.

This Lease does not grant, convey or transfer any right to the use of water, minerals or timber of the Railroad which may be appurtenant to or otherwise associated with the Premises. All right, title, and interest in and to such water, minerals and timber is expressly reserved unto the Railroad, its successors and assigns, and the right to use same or any part thereof may be obtained only by the prior written consent of the Railroad.

Section 7. CARE AND USE OF THE PREMISES.

- (A) In the Lessee's use and occupancy of the Premises, the Lessee will observe and exercise reasonable care and caution against damage or destruction to the Premises by fire or otherwise. The Lessee shall not do, suffer or permit anything upon or about the Premises which will or may increase the fire hazard thereon. The Lessee shall not commit or suffer waste thereof or injury thereto and shall not use or permit the use of the Premises for any unlawful purpose nor create or maintain thereon any nuisance or any offensive object, matter or thing. The Lessee, at Lessee's expense, will at all times keep the Premises in a safe, neat, clean and presentable condition including all sidewalks and public ways located on the Premises.
- (B) The Lessee shall not install, maintain or permit any sign or advertisement upon the Premises, except signs relating to the Lessee's business; provided such signs are properly installed and maintained by the Lessee and present a neat appearance. The Railroad reserves unto itself the exclusive right to permit the locations of advertising signs of any kind whatsoever on the Premises.
- (C) In the Lessee's occupancy and use of the Premises, the Lessee, at Lessee's expense, shall conform and comply with all applicable laws, ordinances and public regulations now or hereafter in effect, and hold harmless the Railroad from any failure so to do and from any fines, penalties, forfeitures or judgments resulting from Lessee's failure to conform or comply with all such laws, ordinances and public regulations.
- (D) It is further agreed that no gunpowder, gasoline, dynamite or other explosive, flammables or hazardous materials shall be stored or kept upon the Premises. Nothing herein contained, however, shall prevent the Lessee from maintaining oil or gasoline in the appropriate tanks of the motor vehicles stored on the Premises, provided such vehicles are not stored in an unreasonable manner.

Section 8. HAZARDOUS SUBSTANCES AND WASTES.

- (A) Lessee shall comply with all federal, state and local environmental laws, ordinances, rules, regulations, orders and other mandates (hereinafter "Environmental Standard") in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended ("RCRA"), and the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"). Lessee shall not treat, store or dispose of hazardous wastes on the Premises, as defined in RCRA without first obtaining the Railroad's written permission. If such permission is granted, the Lessee shall obtain any necessary permits and identification numbers and provide Railroad the identification numbers and copies of the permits. Lessee shall also assume all responsibility for and costs associated with any closure and/or post-closure care required. In addition, Lessee shall not install any underground storage tanks as defined in RCRA without first obtaining the Railroad's written permission. If such permission is granted, Lessee shall obtain any necessary permits, notify the proper authorities, and provide Railroad with copies of such permits and notifications. Furthermore, Lessee shall assume all responsibility for and shall indemnify and defend Railroad against all costs and claims associated with a release or leak of any tank contents. Lessee shall obtain any necessary permits for discharge of stormwater in accordance with the National Pollutant Discharge Elimination System.
- (B) ^{Lessee's CONTRACTOR} Lessee shall use its best efforts and safety practices to prevent the release on the Premises of oil and hazardous substances as defined in CERCLA. ^{Lessee's CONTRACTOR} Notwithstanding, Lessee assumes all responsibility for the investigation and cleanup of any such release and shall indemnify and defend Railroad, its officers, directors, agents, employees, insurers, attorneys, lessors, lessees, successors and assigns, for any and all costs and expenses (including, but not limited to, consulting, engineering, labor, clean-up, disposal, court costs and expenses, attorney fees, fines, penalties

and assessments) incurred in complying with, attempting to comply with, abating a violation of, or defending any claim of violation of any Environmental Standard, in any way caused by, resulting from, or contributed to by any activity, action, or inaction of Lessee, and/or Lessee's officers, directors, agents, employees, guests or invitees. This provision shall survive and continue in full force and effect regardless of whether this Lease expires or is terminated pursuant to any other provision, or the Premises are abandoned or vacated by the Lessee.

Section 9. UTILITIES.

Lessee shall arrange, secure and be responsible for water, gas, heat, electricity, power, sewer, telephone and any and all other utilities and services supplied or furnished to the Premises in connection with the use of the Premises by Lessee; Provided, however, that no wireline, pipeline, or other utility conduit or other facility shall be laid or installed over, under, or across the Premises, except with the prior written consent of Railroad. It is agreed that all utilities and services outlined above should be separately metered to the Lessee.

Section 10. BUILDINGS AND IMPROVEMENTS TO PREMISES.

- (A) No buildings, platforms, loading or unloading devices, structures or other improvements and/or additions (hereinafter "Improvements") will be made to the Premises, except as provided in Article 1, unless Lessee has first obtained Railroad's written consent prior to such installations. If the Railroad gives its consent, the consent shall be deemed conditioned upon Lessee acquiring all governmental approvals necessary to do such work, as provided in Section 5; the furnishing of a copy of all such permits or approvals to Railroad, upon request; and the compliance by Lessee with all conditions of such permits and/or approvals.
- (B) Lessee shall not permit, erect, place, pile, store, stack, park, or maintain any Improvements, inventory, supplies, vehicles, obstruction, or other material of kind closer to any track than the standard clearances of Railroad, without the prior written consent of Railroad. The standard clearances of the Railroad are: (a) horizontally – eight feet, six inches (8' 6") from the centerline of the track, and (b) vertically – twenty-three feet (23') above the top of the rails of the track. For any portion of track that is curved, the standard horizontal clearance shall be increased one and one-half inches (1 – 1/2") for each degree of curvature.
- (C) Railroad consents to Lessee's use of Improvements of any kind located upon the Premises which are in place at the time this Lease takes effect, which were consented to by the Railroad, or one of Railroad's predecessors in interest, under the terms of a previous lease between Railroad and Lessee.
- (D) Compliance with any standards of Railroad's, including, but not limited to the Clearance Standard specified above, shall not relieve Lessee from the obligation to fully comply with the requirements of all federal, state and local laws and regulations; it being understood that Railroad standards are in addition to, and supplemental of, any and all applicable governmental requirements.
- (E) ^{Lessee's contractor} Lessee assumes the risk of and shall indemnify, hold harmless, and defend the Railroad, its officers, directors, agents, employees, attorneys, insurers, successors and assigns, against and from all injury to or death of persons, or loss or destruction of or damage to property of the parties hereto and their employees and agents and to the person or property of any other person, corporation or entity, resulting from the Lessee's noncompliance with the provisions of this Section 10, or from any impairment of clearances, whether or not the Railroad had notice thereof or consented thereto.
- (F) Any knowledge on the part of Railroad of a violation of this Section 10, ^{Lessee's contractor} whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve the Lessee of its obligation to indemnify the Railroad, its officers, directors, agents, employees, insurers, attorneys, successors and assigns for losses and claims resulting from such violation.
- (G) It is agreed that no Improvements placed upon the Premises by the Lessee shall become a part of the realty.

Section 11. ASSUMPTION OF RISK; INDEMNITY.

- (A) Lessee accepts the Premises in its present condition and hereby assumes the risk of any injury to and death of persons and damage to or loss or destruction of property resulting from the condition of or any defects anywhere in, around, or upon the Premises, regardless of whether such condition or defects are known or unknown, apparent or latent, and regardless of whether such condition or defects exist at the commencement of this Lease or at some later time. Lessee acknowledges that Railroad operations are dangerous and specifically assumes the risk that its property may be damaged as a result of derailment, flying debris, or other causes, Lessee agrees that Railroad shall not be liable for any such damage.
- (B) As used in this Section 12, "Railroad" includes the Railroad, its officers, directors, agents, employees, attorneys, insurers, partners, servants, principals, lessors, administrators, stockholders, parents, subsidiaries, affiliates, related companies, successors and assigns, and any other railroad company(ies) using the Railroad's property at or near the location of the Lessee's installation and their officers, directors, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, liabilities, penalties, fines, judgments, costs and expenses of whatsoever nature, including, but not limited to, court costs and expenses, attorney fees, and pre-judgment and post-judgment interest.
- (C) The occupation of and activities upon the Premises by the Lessee will expose the Railroad's property, operations and facilities to additional hazards; and, as one of material considerations for this Lease, the Lessee agrees to assume the risk of and to indemnify and hold harmless the Railroad as follows:

1. The Lessee ^{Lessee's contract} assumes the risk of and shall indemnify and hold harmless the Railroad from and against any and all Loss arising from, resulting from, or growing out of any injury to or death of persons whomsoever and/or any damage to or loss or destruction of property whatsoever. The right to indemnification shall accrue when such injury, death, loss or damage occurs from any cause that is associated, in whole or in part with, incidental to, or caused by the occupation or use of the Premises, or any activity upon the Premises by Lessee, its officers, directors, agents or employees, or Lessee's breach of this Lease. Except as provided in subparagraph 2, below, the Lessee shall not indemnify the Railroad when any such injury, death, damage, loss or destruction is caused solely and directly by the negligence of Railroad.
2. The Lessee ^{Lessee's contract} assumes all risk and agrees to indemnify and hold harmless the Railroad from and against any and all Loss arising out of, resulting from, or by reason of loss, damage or destruction of or to any and all Improvements or other property (including, without limitation, railcars and contents) on the Premises or in proximity to the Premises if used in connection with or incidental to the occupation of the Premises by the Lessee, and any and all incidental loss or injury to the business of Lessee, (a) where occasioned by fire or other casualty, regardless of whether caused or contributed to by operations of the Railroad, or any negligence of the Railroad; excepting only Loss of railcars resulting from fire caused by the sole negligence of Railroad, and Loss of shipments in the course of transportation, which shall be governed by the contract of carriage; and (b) where occasioned by water to the Premises or property located thereon belonging to or in the custody or control of the Lessee, including buildings and contents, regardless of whether such Loss is caused or contributed by the position, location, construction or condition of the roadbed, tracks, bridges, dikes, ditches or other structures of the Railroad.

Section 12. WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed or performed by the Lessee shall in no way impair the right of the Railroad to avail itself of any subsequent breach thereof. No failure or delay on the part of the Railroad in exercising any right, power or remedy hereunder shall preclude any subsequent or further exercise thereof.

Section 13. DEFAULT.

If Lessee fails to pay any installment of rent, or any other charge or fee provided for herein, on or before the due date, or if Lessee neglects or fails to perform or observe any covenant or provision contained herein, and such default is not corrected within thirty (30) days after written notice, Lessee agrees to be liable to Railroad for the costs and expenses (including court costs and expenses and attorney fees) incurred by Railroad in correcting or attempting to correct such default(s); collecting or attempting to collect such sums due; and/or seeking any order requiring the correction of such defect(s) and/or the vacation of the Premises.

Section 14. TERMINATION.

- (A) If the Lessee ceases to use the Premises for the purpose(s) specified in Article 1, or continues in default in the performance of any covenant or agreement herein contained (including payment of rent) for a period of ten (10) days after written notice from the Railroad to the Lessee specifying such default, as provided in Section 14 above, the Railroad may, at its option, forthwith immediately terminate this Lease by written notice.
- (B) ~~Either party may terminate this Lease by giving not less than ninety (90) days written notice specifying such termination date.~~
- (C) Notice of default and notice of termination shall be served as provided in Article 6, and shall be deemed given when received, or when refused or returned by the Postal Service as undeliverable (whichever occurs first).
- (D) Termination of this Lease for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued or liabilities, accrued or otherwise, which may have arisen prior thereto.
- (E) After termination, Railroad may at once re-enter upon the Premises and repossess itself thereof and remove all persons or property therefrom, and/or may resort to an action of forcible/unlawful entry and detainer, or any other action to recover the Premises.

Section 15. VACATION UPON ABANDONMENT OR TERMINATION.

- (A) Lessee agrees that upon the abandonment or termination of this Lease, the Lessee shall peaceably and quietly surrender possession of the Premises to the Railroad, or the Railroad's successors or assigns, without Railroad giving any notice to quit or demand for possession. Lessee's non-use of the Premises for the purpose(s) described in Article 1 of this Lease, continuing for more than sixty (60) days shall be conclusive evidence of abandonment, whether or not Railroad has served a notice of termination, pursuant to Section 15, above. No later than the termination or abandonment of this Lease, the Lessee shall:
 - 1. Remove from the Premises, at the expense of the Lessee, all materials, equipment, supplies, inventory and other property belonging to Lessee; and
 - 2. Restore the surface of the ground to as good a condition as the same was in prior to the commencement of this Lease, including, without limiting the generality of the foregoing, the filling of the holes and the removal of all debris and rubbish, all of which shall be performed at Lessee's expense.

If the lessee shall fail to perform such removals and restoration, the Railroad may, at its option, perform the work and the Lessee shall reimburse the Railroad for the costs thereof within thirty (30) days after the bill is rendered.

- (B) In the case of the Lessee's failure to remove any property, the same, at the option of the Railroad, shall, thirty (30) days after the termination or abandonment of this Lease, become and thereafter remain, the property of the Railroad. The exercise of this option by the Railroad, shall not prejudice or impair the Railroad's right to seek any rental or other amounts due Railroad under this Lease, or to off-set any such sums due Railroad, except that Railroad shall be deemed to have waived the costs of removal for any property which it retains and does not remove or attempt to remove within one year (such Improvements becoming the property of Railroad).

Section 16. LEASE NOT TO BE ASSIGNED.

Lessee shall not sublet the Premises, or assign this Lease, in whole or in part, or assign any rights herein granted, without the written consent of the Railroad, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Lease or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such written consent, shall be absolutely void and, at the option of the Railroad, shall terminate this Lease.

Section 17. SEVERABILITY.

If any clause or provision of this Lease shall be finally determined invalid, illegal or unenforceable by a Court of competent jurisdiction, then that clause or provision only shall be held inoperative, as though not herein contained, and the remainder of this Lease shall remain operative and in full force and effect.

Section 18. JURISDICTION.

Lease acknowledges that Railroad is a common carrier engaged in interstate commerce, and that the Railroad and its property are under the jurisdiction of the Interstate Commerce Commission (ICC) and the Federal Railroad Administration (FRA), and that this Lease shall be construed and performed under the regulations and orders of the ICC, FRA, and all other applicable laws, regulations and orders of the United States of America.

Section 19. CONSTRUCTION OF LEASE; SUPERSEDES PRIOR LEASES.

This Lease constitutes the entire agreement between the parties and supersedes any and all prior agreements concerning the Premises, oral or written. No waiver, modification or amendment of this Lease shall be of any force or effect unless made in writing, signed by the parties, and specifying with particularity the nature and extent of such waiver, modification or amendment. Section headings used herein are inserted for convenience of reference only and shall not be deemed to be a part of this Lease for any purpose. Unless otherwise expressly provided or unless the context otherwise requires, words importing the singular number shall mean and include the plural number, and vice versa.

Section 20. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 17, above, this Lease shall be binding upon and inure to the benefit of the parties, and their respective officers, directors, employees, agents, partners, insurers, attorneys, heirs, executors, administrators, personal representatives, successors and assigns.

END OF EXHIBIT

EXHIBIT C
INSURANCE REQUIREMENT

- (A) Lessee's contractor shall, at its sole expense, procure the following kinds of insurance and provide Railroad a Certificate(s) of Insurance certifying to the effectiveness of such insurance.
- (1) General Public Liability, providing bodily injury, including death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence, with an aggregate limit of \$6,000,000.
 - (2) Workers' Compensation Insurance covering the statutory liability as determined by the compensation laws of the State of Arkansas and Employers' liability. Also compliance with all laws of any other state(s) affected by this Lease, including laws of states which required participation in their state workers' compensation fund.
 - (3) Automobile Public Liability Insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including hired and non-owned, and mobile equipment to the extent it may be excluded from general liability insurance.
- (B) Lessee shall promptly pay when due all premiums for such insurance. Such insurance policy(ies) shall contain an endorsement naming The Fort Smith Railroad Co., and the Union Pacific Railroad, as additional insureds and that coverage shall not be canceled or changed without giving thirty (30) days prior written notice to the Railroad at the address for insurance correspondence specified herein below.
- (C) Licensee waives its right to subrogation, as respects the above insurance policy(ies), against Railroad and Lessor for payments made to or on behalf of employees or agents of Lease, and for loss of its owned or leased property or property under its care, custody or control while on or near the Premises, or the adjoining Railroad property. The insurance provided hereunder shall be primary with respect to any insurance carried by Railroad, or Lessor.
- (D) Lessee WARRANTS that this Lease has been thoroughly review by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and endorsement as required herein.
- (E) The insurance policy(ies) shall be written by a reputable insurance company acceptable to Railroad. Such insurance company shall be authorized to transact business in the State of Arkansas.
- (F) All insurance correspondence shall be directed to: Right of Way Agent, Fort Smith

Railroad Co, 1318 S. Johanson Road, Peoria, Illinois 61607, or such other address as Railroad may provide to Lessee.

END OF EXHIBIT.

R-153-09

City Clerk

DRAINAGE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of the ~~2~~ day of ~~_____~~, ~~2009~~, by and between FORT SMITH RAILROAD CO., an Iowa corporation (hereinafter, "Railroad"), and the City of Fort Smith, Arkansas (hereinafter "City");

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. License Fee.

For and in consideration of the sum of ONE DOLLAR (\$1.00) and the faithful compliance with the terms and conditions contained herein, City shall be permitted to use the following described portion of the Railroad's right of way for the construction and maintenance of certain drainage facilities, so long as the City complies with the terms and conditions contained herein:

~~The North forty four (44) of the railroad right of way commencing at North 32nd Street in Fort Smith, Sebastian County, Arkansas, and extending 900 feet west, including any area less than twelve feet (12') from the outside rail of any track.~~

Article 2. RAILROAD GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the City kept, observed and performed, the Railroad hereby grants to the City the right, during the term hereof, to construct and thereafter to maintain certain drainage facilities on a portion of its right-of-way between beginning at ~~North 32nd Street~~ and extending ~~900~~ west, as further shown on Exhibit A, attached hereto (herein the "Facilities"), subject to the terms and conditions set forth herein and in the attached Exhibit B, both of which are incorporated herein by reference. City shall construct and maintain the Facilities at City's expense, in accordance with the provisions of said Exhibit B. The Facilities shall be used solely for the purpose of providing storm water drainage and flood control, and for no other purpose whatsoever.

Article 3. TERM.

This Agreement shall take effect on ~~June 1, 2009~~ and, unless sooner terminated as provided herein, shall continue in full force and effect until May 31, 2069.

Article 4. DEFAULT.

If City neglects or fails to perform or observe any provision contained herein, and such default is not corrected within thirty (30) days after written notice, City agrees to be liable to Railroad for the costs and expenses, including court costs and expenses and reasonable attorney fees, of correcting such default, collecting any sums due, and/or seeking an order requiring the correction of such defect(s) and/or the removal of the Facilities.

Article 5. INSURANCE.

City, shall procure, or cause it contractor(s) to procure, at their sole expense, and shall provide Railroad a Certificate(s) of Insurance certifying to the effectiveness of, the insurance coverage required by Exhibit C, attached hereto and made a part hereof.

Article 6. CONSTRUCTION; EXPENSES.

The parties stipulate that the fee specified in Article 1 is inadequate to compensate Railroad for the rights granted herein. Railroad is granting this right to City for benefit of the public, and not for such

compensation. City acknowledges that it shall bear any and all costs and expenses associated with any work performed by itself, and/or any third party, and/or any reasonable cost or expense incurred by the Railroad relating to this Agreement. Railroad contemplates charges in connection with project for inspection and flagging. In the event any work is to be done on the premises by a contractor of City, such contractor shall, prior to entering upon the premises, or beginning any work, sign a right of entry agreement with Railroad and provide Railroad with a Certificate of Insurance issued by its insurance carrier providing the coverage required under Exhibit C of this Agreement.

Article 7. WAIVER OF SOVEREIGN IMMUNITY.

The City hereby fully and irrevocably waives any defense, claim or right to sovereign immunity it may now or hereafter be entitled to, as to the breach of any provision or obligation contained in this Agreement.

Article 8. NOTICE.

Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, or by a recognized national courier service, charges prepaid, to the parties at the following addresses:

To Railroad: Fort Smith Railroad Co.
1318 S. Johanson Road
Peoria, Illinois ~~61630~~ 61607
Attn: Office of the General Counsel

To City: City of Fort Smith
623 Garrison Avenue
Fort Smith, Arkansas 72902

or at such other address as the respective parties may from time to time give notice of.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date and year first written above.

CITY OF FORT SMITH

FORT SMITH RAILROAD CO.

By: 
Name: ~~Raymond~~
Its: Mayor

By: 
Name: J. Michael Carr
Its: President

Attested to

By: 
Name: ~~Christy~~
Its: City Clerk

EXHIBIT B

Section 1. RIGHTS RESERVED; CONDITIONS AND COVENANTS.

(A) Railroad makes no covenant or warranty of title or for quiet possession or enjoyment or against encumbrances. City shall not use or permit use of the Facilities for any purpose other than that described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Facilities for railroad purposes, for pedestrians or vehicles of any type, whether motorized or not, or for pipelines or wirelines of any kind. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein contained shall obligate the Railroad to give such consent.

(B) The foregoing grant of right is subject and subordinate to the prior and continuing right of the Railroad to use and maintain its entire property, and the right of the Railroad and its licensees to construct, maintain, repair, renew, use, operate, change, modify, or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities over, under, along or across any or all parts of the Facilities, in such manner as to not unreasonably interfere with the use of the Facilities.

(C) The right hereby granted is subject to all existing encumbrances and rights (whether public or private), recorded or not (including those in favor of mortgagees, licensees, and lessees of the Railroad's property, and others), and the right of the Railroad to renew and extend the same. The City shall not damage, destroy, or interfere with the property or rights of nonparties in, upon, over, under or relating to the property.

(D) The Railroad reserves the right to use and to grant to others the right to use the Facilities area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace wirelines, pipelines, and other facilities over and under the Facilities, and the right to cross the Facilities Area with vehicles and/or other kinds of equipment, in the event that such access is needed by Railroad.

(E) The City shall, upon demand, reimburse Railroad for any taxes or assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Facilities or the real property upon which the Facilities are located (as described hereinabove).

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(A) The City, at its sole expense, will apply for and obtain all public authority required by any federal, state, or other applicable law, ordinance, rule or regulation for the project, and will furnish Railroad upon request with satisfactory evidence that such authority has been obtained.

(B) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Facilities, the City shall submit to the Railroad plans setting out the method and manner of handling the work, and shall not proceed with the work until such plans have been approved by the Railroad's Vice President of Operations ("VP"), and then only under the supervision of the VP or his authorized representative.

(C) City (or its contractor(s)), at their own expense, shall furnish all necessary labor, material and equipment, and shall construct and complete the Facilities and all appurtenances thereof. All work shall be performed and completed in a manner satisfactory to the Railroad's VP, and in accordance with the detailed plans and specifications approved by the VP. Upon completion of the project, City shall remove all temporary structures and false work from Railroad's property, and will leave the Facilities in a condition reasonably satisfactory to Railroad.

(D) City shall, at its sole expense, maintain, repair, renew, and replace the Facilities. City shall reimburse Railroad for the reasonable cost of controlling vegetation along the right of way on each side of

the Facilities so that the line of sight to approaching trains is not impaired or obstructed by vegetation. All work performed by City in connection with the construction, reconstruction, or removal of the Facilities shall be done under the supervision and to the satisfaction of Railroad. Railroad shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track(s) during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Facilities, and, in the event the Railroad provides such support, the City shall pay to the Railroad, within fifteen (15) days after bills shall have been rendered therefor, all costs incurred by Railroad in connection therewith, as provided in Section 4.

(F) All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant and frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claim for damage on account of any delay shall be made against the Railroad.

Section 3. UNION PACIFIC RAILROAD.

City acknowledges that Railroad leases its right of way from Union Pacific Railroad Company pursuant to a Lease originally dated July 7, 1991, and as amended from time to time. This Agreement is expressly subject and subordinate to said Lease, and in the event of any conflict, such Lease shall control.

Section 4. PAYMENT FOR WORK BY THE RAILROAD.

Bills for work performed by and/or materials provided by, Railroad, shall be paid by the City within fifteen (15) days of issuance. Any material used by Railroad shall be billed at its current replacement cost when and where used. Any bill not paid within sixty (60) days will be assessed a late charge of equal to the then current Arkansas judgment interest rate. In addition to the work to be performed by Railroad, as specified in Article 6 of this Agreement, or provided for elsewhere herein, City shall reimburse Railroad for replacement of any track fixture, or other property of the Railroad injured, damaged, destroyed or displaced by the construction, maintenance, repair, renewal, modification, reconstruction, or removal of the Facilities.

Section 5. SAFETY MEASURES; PROTECTION OF RAILROAD OPERATIONS.

It is understood and recognized that safety and continuity of Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of City that the work will be performed in a safe manner and in conformity with the following standards:

(a) Definitions. All references in this Agreement to City shall include the City's contractors, sub-contractors, officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of City shall include work both within and outside of Railroad property.

(b) Compliance with Laws. City shall comply will all applicable federal, state, and local laws, orders, regulations and enactments affecting the work. City shall use only such methods as are consistent with safety, both as concerns the City, the Railroad, and the public in general. City (without limiting the generality of the foregoing) shall comply with all state and federal occupational safety and health acts and regulations. City acknowledges that Railroad is a common carrier engaged in interstate commerce, and that Railroad and its property, including the Facilities, are under the jurisdiction of the Surface Transportation Board ("STB") and the Federal Railroad Administration ("FRA"). All STB and FRA regulations shall be followed when work is performed on Railroad's property. If any failure by City to comply with any such laws, ordinances, orders, regulations and enactments, results in any fine, penalty, cost or charge ("Charge") being assessed, imposed or charged against Railroad, City shall reimburse Railroad for any such Charge,

including, without limitation, attorneys' fees, and court costs. City further agrees that in the event of any such action, upon notice thereof, to assist in defending such action free of cost or expense to Railroad.

(c) No Interference or Delays. City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of Railroad's track(s) or facilities, or any communications or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using Railroad's property or facilities. City shall take all suitable precautions to prevent any such interference and if, at any time, the operation of the Facilities causes interference with the operation of the Railroad, and/or its tenants and licensees, City shall, at the sole expense of City, immediately take such action as may be necessary to eliminate such interference.

(d) Supervision. City, at its own expense, shall adequately police and supervise all work to be performed by the City, and, in the course of any such work, shall not inflict injury to or death upon persons, or damage to property. The responsibility of City for safe conduct and adequate policing and supervision of the project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work-site of Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

(e) Suspension of Work. If at any time the City's engineers or Railroad's VP, or their respective representatives, shall be of the opinion that any work of City is being or is about to be done or prosecuted without due regard and precaution for safety and security, City shall immediately suspend work until suitable, adequate and proper protective measures are adopted and provided.

(f) Removal of Debris. City shall not cause material or debris to be deposited upon, or to slide or fall upon any property or facilities of Railroad; and any such material or debris shall be promptly removed from Railroad's property by the City at City's expense, or by Railroad, at the expense of City. City shall not cause any snow or ice to be plowed or cast upon Railroad's property during any removal from the Facilities Area.

(g) Explosives. City shall not discharge any explosives on or in the vicinity of Railroad's property without the prior consent of Railroad's VP, which shall not be given if, in the sole discretion of the VP, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For purposes hereof, the "vicinity of Railroad's property" shall be deemed to be any place on Railroad's property or in such close proximity to Railroad's property that the discharge of explosives could cause injury to Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on Railroad's property. Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as Railroad, in Railroad's sole discretion, may deem to be necessary, desirable or appropriate. In addition to any conditions, restrictions or limitations as may be specifically imposed:

- (1) Any explosives loaded in holes or placed or otherwise readied for discharge shall be discharged on the same day during daylight hours, and at mutually convenient times.
- (2) City, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, or interference arising out of or connected with any blasting or any transportation, handling, storage, or use of explosives.
- (3) City shall require explosives to be transported, handled, stored or otherwise secured and used in a manner satisfactory to Railroad and in accordance with local, state and federal laws, rules, orders and regulations, including, without limitation, United States Department of Labor Standard Safety and Health Regulations for Construction, 29 CFR Part 1518, Subpart U -- "Blasting and Use of Explosives", and Occupational Safety and Health Administration Occupational Safety and Health Standards, 29 CFR Part 1910, Subpart H --

"Hazardous Materials", and any amendments and successors thereto.

(h) Obstructions to View. Except as otherwise specifically provided, City shall not cause the view along the tracks of Railroad to be obstructed, nor place any combustible material on the property, nor erect any structures thereon.

(i) Excavation. City shall not excavate from existing slopes nor construct new slopes which are excessive or may create hazards of slides of falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of Railroad. City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect Railroad's tracks or facilities. City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by Railroad's VP to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by Railroad's operations in the vicinity.

(j) Proximity to Railroad Tracks. Without regard to any other provision of this Agreement (including, but not limited to, Article 1 and/or Exhibit A, neither the City, nor any contractor of the City, shall, at any time during any work in connection with the Facilities, be present upon, or operate any vehicle or equipment upon, the Railroad's property LESS THAN TWELVE (12) FEET FROM THE OUTSIDE RAIL OF ANY TRACK, except at open public crossings.

(k) Notice. Before commencing any work, the City shall provide forty-eight (48) hours notice (excluding weekends and holidays) to the Railroad's VP.

Section 6. OTHER RAILROADS.

All protective and indemnifying provisions of this Agreement shall inure to the benefit of Railroad, Union Pacific Railroad Company, and any other railroad lawfully using Railroad's property or facilities.

Section 7. PROTECTION OF UNDERGROUND FACILITIES.

(A) Pipelines, wirelines, fiber optic cable systems, and other underground facilities may be buried under the Railroad's property. Protection of such facilities is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City shall telephone the Union Pacific Railroad Company at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the property to be used by City. City shall make appropriate further inquiries and take all other reasonable actions necessary to assure the protection of all underground facilities which may be present.

(B) In addition to the liability terms elsewhere in this Agreement, City shall, or shall cause its contractor(s) to, indemnify and hold Railroad harmless from and against any and all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of City, its contractor, sub-contractor, and/or it/their officers, directors, agents and/or employees, during any period of construction, reconstruction or removal, that causes or in any way or degree contributes to: (1) any damage to or destruction of any wireline, fiber optic cable, pipeline or other underground facility on the premises, (2) any injury to or death of any person employed by or on behalf of any utility, pipeline, communications or other company owning or operating underground facilities and/or its contractor, agent and/or employees, on the premises, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, any utility, pipeline, communications or other company(ies) owning or operating such underground facility.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL.

City shall, or shall cause its contractor(s) to, fully pay for all materials joined or affixed to and labor performed upon the property in connection with the construction, maintenance, operation, repair, renewal, modification, relocation, reconstruction and/or removal of the Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the City. City shall indemnify and hold harmless the Railroad against and from any and all liens, claims, demands, costs and expenses of whatsoever nature (including, without limitation, court costs and attorney's fees) in any way connected with or growing out of such work done, labor performed or materials furnished.

Section 9. RESTORATION OF RAILROAD'S PROPERTY.

In the event Railroad authorizes the City to take down any fence of the Railroad or in any manner move or disturb any of the other property of Railroad in connection with the construction, reconstruction, relocation or removal of the Facilities, then in that event, City shall, as soon as possible and at City's sole expense, restore such fence or other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and City shall, or shall cause its contractor(s) to, indemnify and hold harmless the Railroad, its officers, directors, agents, employees, lessees, lessors, insurers, successors and assigns, against and from any and all liability, loss, damages, penalties, fines, judgments, claims, demands, costs and expenses of whatsoever nature (including, but not limited to, court costs and attorneys' fees), which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, during the construction, maintenance, repair, modification, reconstruction or removal of the Facilities, when such injury, death, damage, loss or destruction grows out of, arises from, or is in any way contributed to by the taking down of such fence or the moving or disturbance of property of Railroad.

Section 10. INDEMNITY.

As used in this Section, "Railroad" includes the Railroad, and the Union Pacific Railroad Company, and their respective parents, subsidiaries, affiliates, related entities, and each of their respective officers, directors, agents, employees, attorneys, insurers, successors and assigns, and any other railroad company(ies) using the Railroad's property at or near the location of the Facilities, and their officers, directors, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, liabilities, penalties, fines, judgments, costs and expenses of whatsoever nature, including, but not limited to, court costs and attorney fees, and pre-judgment and post-judgment interest, which may result from: (a) injury to or death of persons whomsoever (including Railroad's officers, directors, agents and employees and City's officers, agents and employees, as well as any other person); and (b) damage to or loss or destruction of property whatsoever.

As a major inducement and in consideration of the license and permission herein granted, City agrees to, or shall cause its contractor(s) to, indemnify and hold harmless the Railroad from and against any Loss which is due to or arises from the prosecution of any work contemplated by this Agreement, including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Facilities or any part thereof; except to the extent that the Loss is caused solely by the gross negligence or intentional acts of Railroad. Nothing in this Section shall be construed to create any rights in any entity except Railroad, and City reserves the right to assert any defense, including sovereign immunity, against any other entity making any claim of Loss against the City.

Section 11. REMOVAL OF FACILITIES UPON TERMINATION OF AGREEMENT.

~~Prior to the termination of this Agreement howsoever, the City shall, at City's sole expense, remove the Facilities from the property of the Railroad and restore such property to as good a condition as it was in before the Facilities were originally constructed, all under the supervision and to the satisfaction of the Railroad. If the City fails to do the foregoing, the Railroad may perform the work of removal and restoration at the expense of the City. Railroad shall not be liable to the City for any damage sustained by the City as a result of the removal of the Facilities by the Railroad as provided in this Section, nor shall such action prejudice or impair any right of action for damages or otherwise that Railroad may, at the time of~~

~~such removal, have against City.~~

Section 12. WAIVER OF BREACH.

The waiver by Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed or performed by City shall in no way impair the right of Railroad to avail itself of any subsequent breach thereof. No failure or delay on the part of Railroad in exercising any right, power or remedy hereunder shall preclude any subsequent or further exercise thereof.

Section 13. BREACH AND TERMINATION.

(A) If City shall fail, refuse or neglect to perform or abide by any term of this Agreement, Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of Railroad is necessary to place the Facilities in such condition as will not endanger or interfere with the Railroad's facilities or operations or jeopardize Railroad's employees; and City will reimburse Railroad for the expenses thereof.

(B) If City continues in default in the performance of any provision herein contained, including payment of any sums due hereunder, for a period of thirty (30) days after written notice from Railroad, Railroad may, at its option, immediately terminate this Agreement by written notice.

(C) Notice of default and notice of termination shall be served as provided in Article 8, and shall be deemed given two business days after dispatch.

(D) City will surrender peaceable possession of the Facilities upon expiration or termination of this Agreement. Expiration or termination of this Agreement, for any reason, shall not affect any of the rights or obligations of the parties hereto which may have accrued or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas, and the United States of America. Litigation arising out of or connected with this Agreement may be instituted and maintained in the U. S. District Court for Western District of Arkansas, only, unless such Court lacks jurisdiction, in which case in the Circuit Court of Sebastian County, Arkansas, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in that court, and consent to service of process issued by that court.

Section 15. AGREEMENT NOT TO BE ASSIGNED.

City shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Railroad, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such written consent, shall be absolutely void and, at the option of the Railroad, shall terminate this Agreement.

Section 16. SEVERABILITY.

The Parties stipulate that the provisions of this Agreement were negotiated and they intend to give effect to each and every such provision. In the event that any provision of this Agreement shall be finally determined invalid, illegal or unenforceable by a Court of competent jurisdiction, then the parties shall negotiate in good faith to replace that provision with a provision(s) that as closely as possible shall give effect to the Parties intentions. If the Parties cannot agree to such replacement within a reasonable time, the Railroad may, at its option, upon sixty (60) days written notice, terminate this Agreement for cause.

Section 17. CONSTRUCTION OF AGREEMENT.

This Agreement constitutes the entire agreement between the parties pertaining to the Facilities, and supersedes any and all prior negotiations, understandings, or agreements, whether oral or written. No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the parties, and specifying with particularity the nature and extent of such waiver, modification or amendment.

Section 18. SUCCESSORS AND ASSIGNS.

Subject to Section 15, above, this Agreement shall be binding upon and inure to the benefit of the Parties, and their respective officers, directors, employees, agents, attorneys, insurers, successors and assigns.

END OF EXHIBIT.

EXHIBIT C
INSURANCE REQUIREMENTS

(A) City shall, at its sole expense, procure or cause its contractor(s) to procure, the following kinds of insurance to cover, during any period of construction, maintenance, repair, modification, relocation, reconstruction or removal, any work performed in connection with this Agreement upon the Railroad's property, and provide Railroad a Certificate(s) of Insurance certifying to the effectiveness of such insurance.

(1) General Public Liability (without any "railroad exclusion"), and/or Railroad Protective Liability, providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$3,000,000. each occurrence or claim and a general aggregate limit of at least \$6,000,000. This insurance shall provide Broad Form Contractual Liability (AAR-AASHTO policy form for "Physical Damage to Property" (ISO Form GL 00 30) or as revised ISO-RIMA (Form CG 00 35)), including pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 31 or its equivalent), covering the indemnity provisions contained in this Agreement, Underground hazard, Products-Completed Operations, with products-completed operation aggregate of at least \$2,000,000, and a separate general aggregate for the project (ISO Form CG 25 03 or equivalent). If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Agreement be cancelled.

(2) Automobile Public Liability Insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000, each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, and mobile equipment to the extent excluded from general liability insurance.

(3) Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability. Also compliance with all laws of states which require participation in their state workers' compensation fund.

(B) City shall promptly pay, or cause its contractor(s) to pay, when due all premiums for such insurance and shall keep, or cause to be kept, such insurance in force during all periods of such work on the Facilities. Such insurance policy(ies) shall contain an endorsement naming Fort Smith Railroad Co. and Union Pacific Railroad Company as additional insureds with respect to all liabilities arising out of City's obligations to Railroad in this Agreement, severability of interests, and shall be endorsed to provide contractual liability with respect to all liabilities assumed by the City under this Agreement, and that coverage shall not be canceled or changed during the term of this Agreement without giving thirty (30) days prior written notice to the Railroad at the address for insurance correspondence specified hereinbelow.

(C) City waives its right to subrogation, as respects the above insurance policy(ies), against Railroad and Union Pacific Railroad Company for payments made to or on behalf of employees or agents of City, and for loss of its owned or leased property or property under its care, custody or control while on or near the Facilities, or the adjoining Railroad right-of-ways. The insurance provided hereunder shall be primary with respect to any insurance carried by Railroad or Union Pacific Railroad Company.

(D) City and/or its contractor(s) WARRANT that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and endorsements as required herein.

(E) The insurance policy(ies) shall be written by a reputable insurance company acceptable to Railroad. Such insurance company shall be authorized to transact business in the State of Arkansas.

(F) All insurance correspondence shall be directed to: Right of Way Agent, Fort Smith Railroad Co., 1318 S. Johanson Road, Peoria, Illinois ~~61606~~, or such other address as Railroad may provide to City.
61607

END OF EXHIBIT.

RESOLUTION _____

**A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE ENGINEERING SERVICES AGREEMENT FOR
THE TOWN BRANCH DRAINAGE IMPROVEMENTS
PROJECT NO. 11-06-B**

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 CDM Smith for the Town Branch Drainage Improvements, Project 11-06-B which increases the contract amount by \$122,780.00 to an adjusted contract amount of \$372,935.00, 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, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

DATE: June 12, 2013

SUBJECT: Town Branch Drainage Improvements
Engineering Services Contract
Project No. 11-06-B

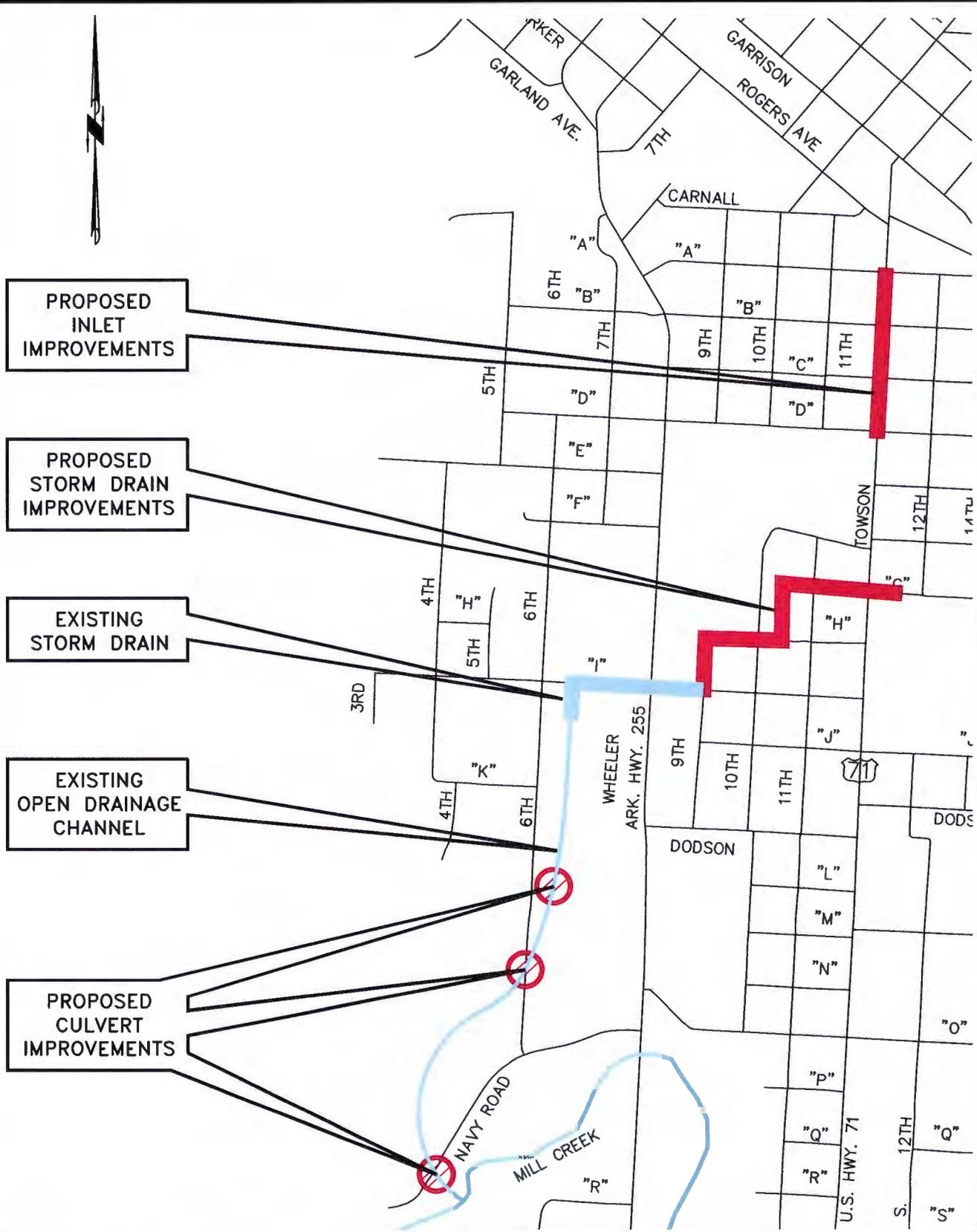
The Town Branch Drainage Improvements, Project 11-06-B, are associated with reduction of the flooding that occurs downtown and in areas just north of downtown. This project relates to improvements on the upper reach of the Town Branch basin as shown on the attached exhibit.

The original scope for this project looked at the design/construction of detention basins. However further analysis determined that improvements to the H Street outfall would provide a better and more cost effective solution. As a result of this change in scope, a contract amendment in the amount of \$122,780 is necessary. While this is a significant increase in the design services, there have been major changes in the overall direction of design which have resulted in a cost savings of approximately \$1.6 million when compared to the detention basin option. A letter from CDM Smith is attached which provides detailed information about these changes.

Attached is a resolution to increase the engineering services contract by \$122,780 to a total amount of \$372,935. I recommend approval of the Resolution to accomplish this amendment. Funds are available in the Sales Tax Program (1105) for this work.

Attachments

G:\DRAWINGS\GIP\11-06-B H. street Drng.dwg vicmap.dwg 06/13/13-11:10 RBR VICMAP



2011 CAPITAL IMPROVEMENTS PROGRAM
TOWN BRANCH PHASE III
DRAINAGE IMPROVEMENTS



Project:	11-06-B
Date:	JUNE 2013
Scale:	NONE
Drawn By:	RBR



9200 Ward Parkway, Suite 500
Kansas City, Missouri 64114
tel: 816 444-8270
fax: 816 444-8232

June 12, 2013

Stan Snodgrass
Director of Engineering
623 Garrison Avenue, Room 409
P.O. Box 1908
Fort Smith, Arkansas 72901

Subject: Proposal for Additional Engineering Services
Town Branch Drainage Improvements, Phase III
CDM Smith Project No. 2508-80170

Dear Stan:

Enclosed please find CDM Smith's proposal for additional engineering services on the Town Branch Drainage Improvements, Phase III project. This additional work comes as a result of two main project consequences:

- Changing the design concept from a detention basin to storm sewer and open channel culvert improvements.
- Additional hydraulic modeling of the storm sewer and open channel culvert improvements.

This letter explains that while these two changes impacted the engineering effort, they also resulted in a better solution to Fort Smith's flooding problems.

Design Concept Change

Following the Town Branch Watershed Study, the recommended solution was to design and construct a detention basin west of Towson Avenue and south of Rogers Avenue. During the conceptual design phase, additional information was obtained that helped CDM Smith to better identify the causes of flooding within the Fort Smith storm sewer system. Using this information, three alternatives were evaluated: two detention basin alternatives and a storm sewer alternative. Further analysis showed that the storm sewer alternative would provide more immediate flooding relief for the Brunswick area at an opinion of probable cost of \$1.9 million. When compared to the \$3.5 million opinion of probable cost for the original detention basin concept, this results in a cost savings of \$1.6 million.

Changing from a detention basin to a storm sewer and open channel culvert improvements resulted in additional engineering effort because of the increased complexity of the design and increased project area. The following scope items were impacted by this change:



- **Survey:** The detention basin survey was budgeted at \$25,000 and included survey of up to two detention basin sites and five blocks of Towson Avenue. Because of the change in design concept, the survey costs more than doubled to include survey of approximately five blocks west of Towson Avenue, approximately three blocks of Towson Avenue, and the existing drainage channel stretching from South I Street to Mill Creek. The modified design concept also requires preparation of easements, which was not included in the original scope.
- **Design Drawings:** The original scope was developed assuming approximately 26 drawings in the detention basin design set. The latest submittal for the storm sewer and open channel culverts included 29 drawings, and it is estimated that the complete design will include approximately 40 drawings. This represents a 50-percent increase in the level of effort to prepare the design drawings.
- **Structural Design:** The original detention basin concept required limited structural design – one outlet control structure and several curb inlets. The storm sewer and open channel culverts require structural design of a diversion structure, several non-standard junction boxes, evaluation of structural support for a 20-inch water main crossing and building foundations, culvert headwall/wingwall/toewall structures and several non-standard curb inlets. CDM Smith has decided to utilize Hawkins Weir for this structural design to save costs by using a local firm that has already performed similar structural design for Fort Smith.
- **Hydraulic Modeling:** Following submission of the 50% design to the City for review, the City requested that CDM Smith perform additional hydraulic modeling to optimize the performance of the storm sewer and open channel culvert improvements. We performed this additional modeling and were able to change the size of the proposed improvements to increase the level of service from a 2-year design storm to a 10-year design storm. This additional work resulted in a significant benefit to the Town Branch area.

The cost for these additional engineering services is \$122,780, as outlined in the attached proposal. This project has incurred additional analysis and field data collection which has increased the effort to design the project. But it is our belief that the additional effort during the engineering design will result in a much better solution to the current flooding problems. In addition, the estimated construction cost is approximately \$1.6 million lower and the pipe alternative will have significantly less operation and maintenance costs than the original detention alternative.





Stan Snodgrass
June 12, 2013
Page 3

Please call either Andy Sauer or me with any questions.

Very truly yours,

A handwritten signature in blue ink that reads "Tami J. Lorenzen".

Tami J. Lorenzen, P.E.
Water Resources Engineer
CDM Smith Inc.

cc: Andy Sauer, CDM Smith



RESOLUTION _____

**A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE ENGINEERING SERVICES AGREEMENT FOR THE
2013 NEIGHBORHOOD DRAINAGE IMPROVEMENTS, PHASE B
PROJECT NO. 13-06-B**

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 Morrison Shipley Engineers for the 2013 Neighborhood Drainage Improvements, Phase B, Project 13-06-B which increases the contract amount by \$19,245.00 to an adjusted contract amount of \$90,691.00, 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, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



No Publication Required

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

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

DATE: June 12, 2013

SUBJECT: 2013 Neighborhood Drainage Improvements, Phase B
Engineering Services Contract
Project No. 13-06-B

The 2013 Neighborhood Drainage Improvements, Phase B project includes improvements to five areas which are experiencing structure flooding. The locations are shown on the attached exhibit.

The original scope of work has been expanded to extend the proposed drainage improvements along South 40th Street. A detailed summary of the additional work is noted in the attached letter from the design engineering firm, Morrison Shipley Engineers.

As a result of the increase in the scope of work, the engineering services contract is being increased by \$19,245.00 to a total amount of \$90,691.00. I recommend approval of the amendment to the engineering services. Attached is a Resolution to accomplish this recommendation. Funds are available in the Sales Tax Program (1105) for this work.

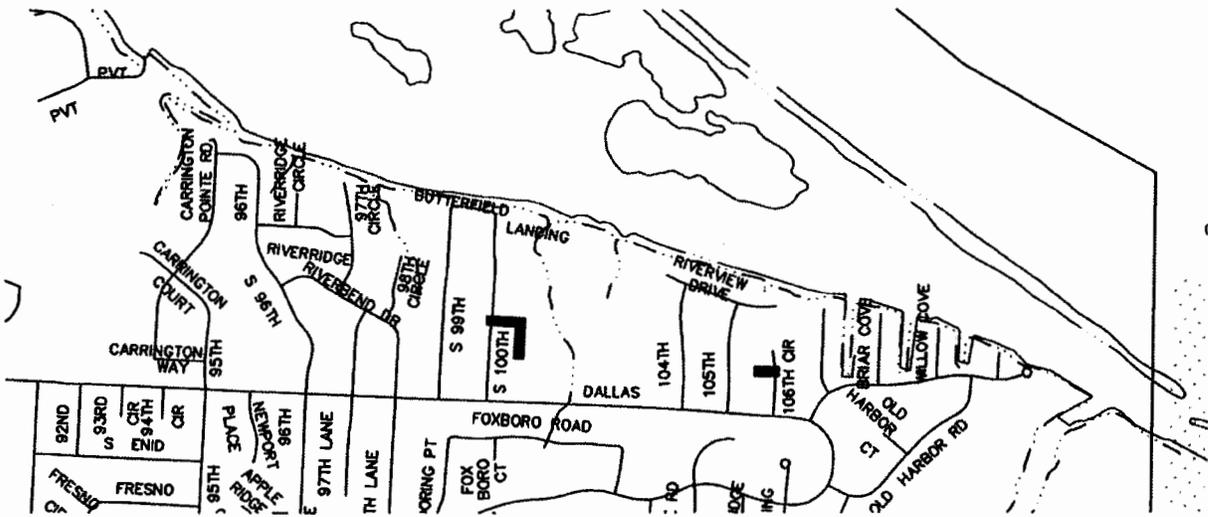
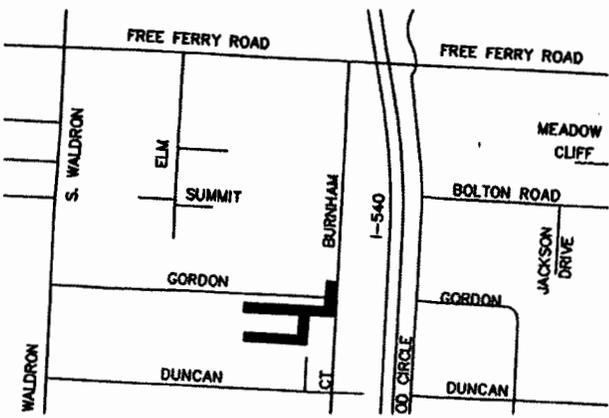
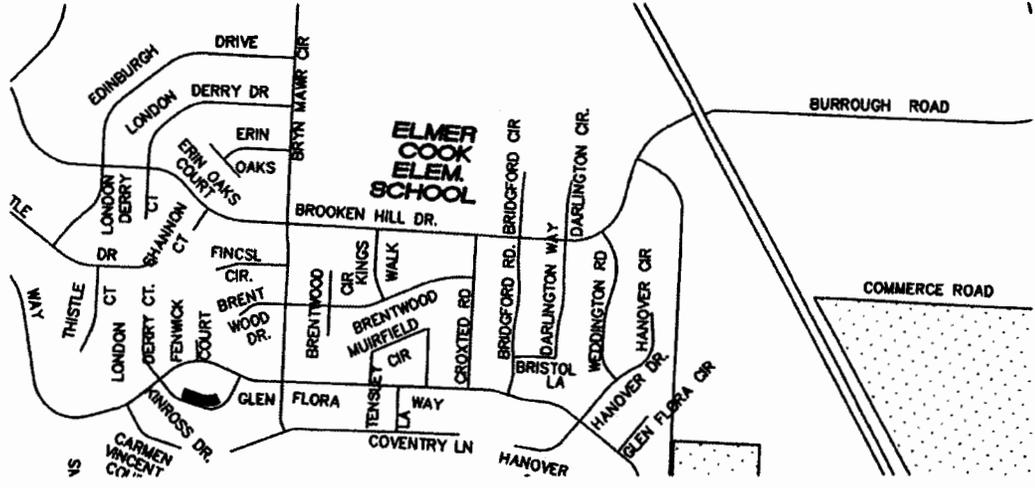
Attachment

13-06-B

RBR

10/10/12-07:46

G:\DRAWINGS\CIP\00-00_CIPALL\2013\CIPALL 2013 OVERALL.DWG



2013 CAPITAL IMPROVEMENTS PROGRAM
DRAINAGE IMPROVEMENTS



Project: 13-06-B

Date: SEPT. 2012

Scale: NONE

Drawn By: RBR



MORRISON SHIPLEY

ENGINEERS • SURVEYORS

June 6, 2013

Mr. Matt Meeker, P.E.
Fort Smith Engineering Department
P.O. Box 1908
Fort Smith, Arkansas 72902

**RE: *Contract Amendment for Engineering Services
2013 Capital Improvements Program – Drainage Improvements
(CFSU Project No. 13-06-B)***

Dear Matt:

As we recently discussed, our current contract for the subject project has been exhausted. Such is primarily due to the project scope being extended along So. 40th Street to alleviate flooding of residential homes. The extension required additional field surveys, drainage analysis and design. As such, we are respectfully requesting a contract amendment to finish the final design and associated work.

We have determined an additional contract amount to complete the remaining work in accordance with the original contract. This generally includes completing City comments of the preliminary plans, franchised utility coordination, easement preparation, special conditions, bidding preparation, and construction phase services (as necessary). This also includes time already expended on the project, but not yet invoiced to the City.

Based on the attached *Summary of Proposed Engineering Fees*, our additional hourly billings will not exceed **\$19,245.00**.

We appreciate your consideration of this request. If you should have any questions, comments or need additional information, please feel free to give me a call.

Sincerely,
Morrison-Shipley Engineers, Inc.

Brian S. Maurer, P.E.

Attachment: Summary of Proposed Engineering Fee

5704 Euper Lane • Suite 200
Fort Smith, AR • 72903
P.O. Box 10064 • 72917
479.452.1933 • Fax 479.452.1939
morrisonshipley.com

SUMMARY of PROPOSED ENGINEERING FEES (Contract Amendment)

2013 Drainage Improvements (CFS job # 13-06-B)

June 6, 2013

Tasks	Principal Engineer (\$145/hr.)	Project Manager (\$115/hr.)	GAD Designer (\$70/hr.)	Prof. Land Surveyor (\$85/hr.)	Construction Observer (\$74/hr.)	Amended Fee
Complete City Prel. Plan Markups	6		16			
Revise Drainage Analysis/Report as Required	12	4	4			
Additional C&G & Drainage at Gordon St.	8		8			
Coordinate with Franchised Utilities	6					
Easement Preparation/Research	2		20	12		
Specifications (Special Cond. & Bid Schedule)	8		2			
Bidding Phase Services (As Necessary)	2					
Construction Phase Services (As Necessary)	4				20	
Meetings with City of FS Engineering	2					
Total MSE Hours:	50	4	50	12	20	
Total MSE Fee per Employee Classification:	\$ 7,250.00	\$ 460.00	\$ 3,500.00	\$ 1,020.00	\$ 1,480.00	
Unbilled Time Already Expended on Project						\$ 5,035.00
Title Searches (If Necessary)						\$ 500.00
Total Fee - Construction Phase						\$ 19,245.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH D C TRASH SERVICE OF MORRILTON, INC.

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the attached Non-Residential Solid Waste Collection and Disposal Permit and Agreement with D C Trash Service of Morrilton, Inc.

This resolution adopted this _____ day of June, 2013.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

2L



MEMORANDUM

June 14, 2012

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director 

Subject: Non-Residential Solid Waste Collection and Disposal Permit and Agreement

D C Trash Service of Morrilton, Inc. recently contacted our office expressing a desire to obtain a solid waste permit and agreement with the City of Fort Smith in order to comply with the City of Fort Smith Municipal Code and begin hauling non-residential solid waste within Fort Smith.

Submitted for Board consideration is a non-residential solid waste collection and disposal permit and agreement with D C Trash Service of Morrilton, Inc. Staff is recommending the agreement be accepted and approved by Resolution.

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

RESOLUTION _____

**A RESOLUTION ACCEPTING BIDS AND AUTHORIZING
THE MAYOR TO ENTER INTO CONTRACTS
FOR THE CONSTRUCTION OF THE FORT SMITH LANDFILL SCALE FACILITY**

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

SECTION 1: The bid of Steve Beam Construction, Inc. for the construction of the Fort
Smith Landfill Scale Facility in the amount of \$3,074,259.93 be accepted.

SECTION 2: The Mayor is authorized to execute a contract with Steve Beam
Construction, Inc. subject to the terms set forth in Section 1 above.

This Resolution adopted this 18th day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required



2M

MEMORANDUM

June 14, 2013

To: Ray Gosack, City Administrator
From: T. Baridi Nkokheli, Director
Subject: Landfill Scale Facility Project

Our existing landfill scale facility (photographs attached) was designed to effectively accommodate one attendant. Due to significant increases in landfill traffic volumes over the past twelve years and a 2004 requirement/recommendation from the internal auditor, a minimum of two attendants are now required to be present during all shifts to maintain adequate financial control and to serve customers.

The existing interior space is approximately 180 square feet and is too small to comfortably and efficiently accommodate two people. The building was constructed of a lightweight metal material that does not have adequate insulation to maintain a comfortable interior temperature for multiple staff during summer or winter months and was not constructed in a way that additional insulation could be added. The building also allows rain, dirt, and other contaminants (e.g. contaminated soil, biosolids) to penetrate the structure when being hauled over the scales.

The restroom is separated from the working area by an interior door. This layout does not provide a sanitary barrier from the work area and/or a significant privacy barrier when men and women are working together. Due to limited space in the work area, the restroom houses a coffee maker and microwave, and is used for cash handling and safe storage out of sight of customers. While this provides some security, it also provides poor financial control due to the inability to install cameras in the cash handling area as recommended in the 2010 cash handling audit.

Our inbound scale is 13 years old and the preexisting outbound scale is 19 years old. Both scales suffer from severe metal fatigue and are having frequent, reoccurring maintenance issues. We have spent in excess of \$115,000 to repair the scale system (not including the building) over the past 7 years with the repair costs increasing each year. The old, in-ground, scale technology renders the scales more vulnerable to the adverse effects of rain, snow, ice, and lightning strikes. The design materials used and openness of the facility's location has made the scales and building susceptible to repeated lightning strikes, which have "fried" telephones and computers, and main circuit boards and load cells used in the weighing system. Downtimes due to these occurrences have lasted several hours to days, resulting in severe delays to incoming and outgoing traffic. These maintenance problems routinely place at least one scale out of service resulting in long delays in service and creating traffic backups. Additional personnel is also

required to “flag” traffic across the remaining operational scale which is required to weigh both incoming and outgoing vehicles.

Funding for the scale facility was earmarked in the Sanitation Sinking Fund in the 2011 Budget. The project includes a new scale house, three new scales, and hardware upgrades to accompany our existing landfill software. The new scale house will be built to accommodate two landfill attendants in a clean, healthy environment with separate/secure cash handling areas as well as other features to enhance security and financial controls (e.g. bullet resistant glass, cameras, multilevel access control). The new scales will have concrete decks, which require little or no maintenance as compared to our open, in-ground (metal) models, and will be covered to better protect the scales and landfill customers from inclement weather. A third, automated scale will be added to accommodate our department collection vehicles as well as our commercial haulers in order to improve the traffic flow into the landfill. Plans also include the addition of public restrooms and a small pavilion to provide customers with a “rest area” during their visit. All of this will enhance customer service, employee working conditions, and security.

An agreement with Mickle, Wagner, Coleman, Inc. (MWC) to design, bid, and build the landfill scale facility was approved by the Board of Directors on May 3, 2011 (R-78-11). Site plans and specifications were prepared by MWC and P. Jeffery Lee, P.A. (architect). During the November 27, 2012 Study Session, information concerning the project was presented to the Board, which indicated our approval to proceed with the project as planned. Bids were advertised on April 14 and April 21, 2013, with a pre-bid meeting held at the Department of Sanitation on May 1, 2013. Bids were opened on May 9, 2013. Seven contractors bid on the project as shown on the attached bid tabulation.

We recommend the low bid of Steve Beam Construction, Inc. be accepted in the amount of \$3,074,259.93, which came in below the estimated project cost (\$3,214,800.93). MWC has reviewed the work of Steve Beam Construction with their references and has received excellent reviews of their performance. Once the facility is near completion, we anticipate additional expenditures of approximately \$135,000 for the purchase and installation of a pneumatic tube system with accompanying drive up audio/video equipment, and other furnishings (e.g. desks, chairs, safe, etc.).

Funds for the project are available from the Sanitation Sinking/Landfill Construction Fund. This project is being funded with cash and does not require issuance of debt.

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

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

Tabulation of Bids	
Fort Smith Landfill Scale Facility Project	
Contractor	Bid Amount
Steve Beam Construction*	\$3,074,259.93
Turn Key Construction	\$3,079,657.13
Crawford Construction	\$3,254,290.93
LJB Construction	\$3,313,407.01
SSI Inc.	\$3,386,019.09
Beshears Construction	\$3,553,633.45
Goodwin and Goodwin	\$3,559,390.93
MWC's Estimate	\$3,214,800.93
Dates Advertised	April 14 & April 21, 2013
Bid Opening Date	May 9, 2013 at 2:00 pm
* denotes bid award recommendation	

Current Landfill Scale Facility Photographs



Proposed Landfill Scale Facility



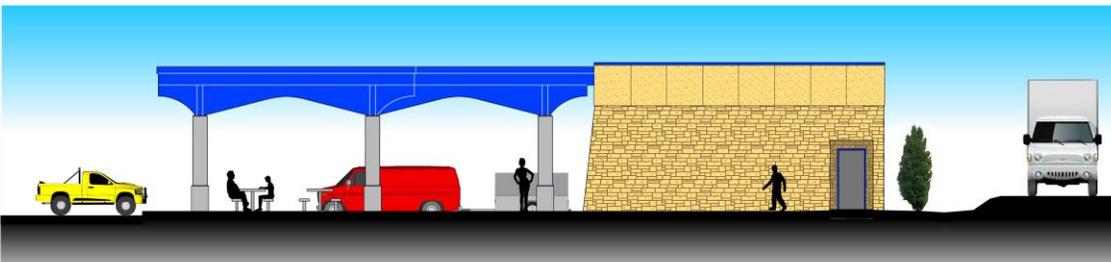
Scale House - South Elevation



Scale House - West Elevation



Rest Area - South Elevation



Rest Area - East Elevation

ISA ENGINEERING
INCORPORATED
475-242-8822

SCHMALZ ENGINEERING, INC.
3101 W. 13TH STREET
ST. LOUIS, MO 63104-1327
(314) 963-1327

JEFF HUBBARD, AIA
ARCHITECT
1000 W. 13TH STREET
ST. LOUIS, MO 63104-1327
(314) 963-1327

Engineers - Consultants - Surveyors
NICKLA & COLEMAN
1000 W. 13TH STREET
ST. LOUIS, MO 63104-1327
(314) 963-1327

City of St. Louis
Department of Public Works
1000 W. 13TH STREET
ST. LOUIS, MO 63104-1327
(314) 963-1327

ISA ENGINEERING
INCORPORATED
475-242-8822

SCHMALZ ENGINEERING, INC.
3101 W. 13TH STREET
ST. LOUIS, MO 63104-1327
(314) 963-1327

JEFF HUBBARD, AIA
ARCHITECT
1000 W. 13TH STREET
ST. LOUIS, MO 63104-1327
(314) 963-1327

Engineers - Consultants - Surveyors
NICKLA & COLEMAN
1000 W. 13TH STREET
ST. LOUIS, MO 63104-1327
(314) 963-1327

City of St. Louis
Department of Public Works
1000 W. 13TH STREET
ST. LOUIS, MO 63104-1327
(314) 963-1327

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A TEMPORARY EXTENSION OF
THE MEMORANDUM OF UNDERSTANDING WITH THE
UNITED STATES COAST GUARD AUXILIARY FLOTILLA 15-5
LOCATED AT 3802 GRAND AVENUE**

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

The Mayor is hereby authorized to execute a Memorandum of Understanding providing for a temporary extension of the lease agreement between The City of Fort Smith and the United States Coast Guard Auxiliary Flotilla 15-5 which provides for an extension of the leasing by the City of a building known as the "Old Fire Station No. 6" located along frontage of Tilles Park at 3802 Grand Avenue in Fort Smith, Arkansas.

The term of the extension lease shall be for a period of six (6) months, commencing on the 1st of July, 2013, at the rental rate of \$1.00.

This Resolution adopted this _____ day of June, 2013.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding executed this 1st day of July, 2013, between the City of Fort Smith, Arkansas, LESSOR, and the United States Coast Guard Auxiliary Flotilla 15-5, Fort Smith, Arkansas, LESSEE, witness:

I

The Lessor hereby leases the Lessee, the rental rate of One Dollar (\$1.00) for six months, and other valuable consideration, the following property of the City of Fort Smith, Arkansas, a certain building known as the old Fire Station No. 6, located at Tilles Park at 3802 Grand Avenue, Fort Smith, Arkansas, for the term of six (6) months, commencing on July 1, 2013. The Lessor shall have the right to extend this agreement on a month-to-month basis after six (6) months with a thirty (30) day advance notice to the Lessee.

II

The Lessee agrees to pay all utilities charged to the premises and agrees to maintain the interior of the building in good and reasonable repair, ordinary wear and tear accepted.

III

The Lessee shall use said premises for the purpose of the storage of United States Coast Guard Auxiliary boating safety equipment, search and rescue equipment, life saving equipment and survival equipment for the public welfare and safety of the citizens of Fort Smith, Arkansas, and surrounding territory, and shall further use said premises for the education and training of boating safety, for meetings of the Coast Guard Auxiliary Flotilla and to do all such similar associated acts for the common welfare and safety of the citizens of the Fort Smith area.

IV

The Lessee hereby releases the City of Fort Smith from all liability which might arise out of their use of the premises and hereby agrees to indemnify and hold the Lessor harmless from all claims, losses or expenses of any kind or description arising out of the use of the said property above described.

V

That said premises shall be used for no other purpose than those specifically described herein.

WITNESS the hands & seals of the Parties hereto this 1st day of June, 2013.

CITY OF FORT SMITH, ARKANSAS

By _____
Mayor

ATTEST

City Clerk

United States Coast Guard
Auxiliary Flotilla 15-5
Fort Smith, Arkansas

By _____
Auxiliary Representative

2N

Interoffice Memorandum

TO: Ray Gosack, City Administrator

FROM: Alie Bahsoon, Purchasing Manager 

SUBJECT: Coast Guard Auxiliary Lease

DATE: June 14, 2013



At the January 15th meeting, the Board approved Resolution R-14-13 authorizing a 6 month rental agreement between the City and the United States Coast Guard Auxiliary Flotilla 15-5 who presently leases the City's property at 3802 Grand Avenue for \$1 annually.

The auxiliary has requested additional time to submit a rehabilitation plan for the building and to secure liability insurance with the intent to obtain a longer lease and hopes to have the recommendations submitted to the City within the next 30-60 days. Once submitted, we will submit a lease agreement for the board's review and consideration.

I am recommending the adoption of the attached resolution and to authorize and execute the Memorandum of Understanding for the extension of the current agreement for another six months.

Should you have any further questions, please do not hesitate to contact me.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING BID FOR THE PURCHASE OF
HYDRAULIC BOOM TRUCK**

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

The bid, as indicated by enclosure for the purchase of a hydraulic boom
truck from H&E Equipment Services for \$312,333, is accepted.

This Resolution adopted this _____ day of June, 2013.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

Interoffice Memorandum

TO: Ray Gosack, City Administrator

COPY TO: Steve Parke, Director of Utilities

FROM: Alie Bahsoon, Purchasing Manager 

SUBJECT: Hydraulic Boom Truck Purchase

DATE: June 14, 2013



In December of 2005, the Board of Directors approved Ordinance 93-05, thereby authorizing the city to participate in the State Cooperative Purchasing program. This process has enabled us to take advantage of other negotiated contracts that the State of Arkansas currently participates in.

One of these contracts is the US General Services Administration (GSA) contract which is a cooperative purchasing program, authorized by statute that allows state and local governments to purchase a variety of products and services under specific GSA Schedule contracts which help municipalities save time, money and meet their everyday needs and missions. I have attached a two-page brochure offering additional information about the program.

The Wastewater Equipment Maintenance Division of the Utilities Department (Program 5606) has budgeted \$295,000 for this purchase for which funding has been appropriated for in the 2013 City Budget in the Capital Outlay Account 301. Because of the GSA Contract (GS-21F-0206W), bids were not solicited and we are therefore acquiring this truck from H&E Equipment Services of Springdale in the amount of \$312,333. The additional funding needed to for this purchase will come from overages in other capital outlay accounts. You will find attached a memorandum from the Mr. Steve Floyd with additional information about this purchase.

Please be advised that this purchase fulfils all of the purchasing obligations as mandated by both state and local purchasing requirements; I am therefore recommending that the enclosed resolution be approved.

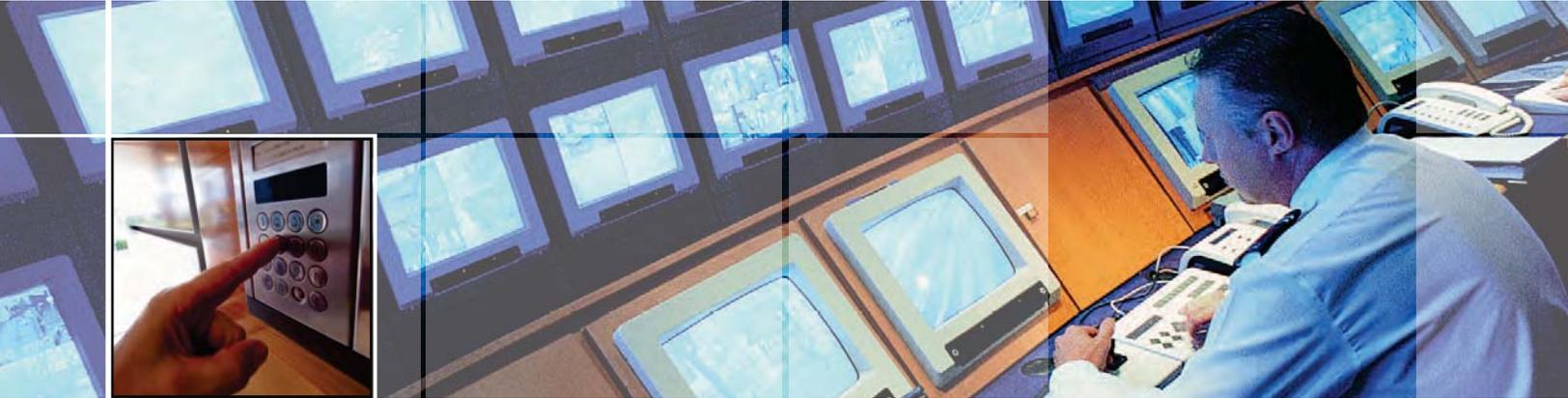
Please let me know if should require any additional information.

Memo

To: Alie Bahsoon, Purchasing Manager
From: Steve Floyd, Superintendent – Water/Wastewater Operations
CC: Steve Parke, Director of Utilities
Date: 6/14/2013
Re: Program 5606 – Stationary Equipment Maintenance – Replacement
Hydraulic Boom Truck

The new hydraulic boom truck (truck mounted crane) is replacing a 1992 GMC Top Kick truck with a frame mounted crane which has reached the end of its useful service life. The new boom truck has a much greater reach and lifting capacity which will allow efficient, safe removal of equipment requiring inspection and service. The new unit will be utilized at the twenty seven (27) sewer pump stations and the P Street/Massard wastewater treatment facilities and will be capable of removing for service any equipment currently in use. Further, the new unit is approved for the use of a man basket which will allow personnel to safely inspect deep underground structures.

The 1992 boom truck is currently serviceable. However due to age and considerable use the unit has lost much of its lifting capacity and reliability. The final disposition of the 1992 unit has not been determined at this time.



Cooperative Purchasing Program



The GSA Cooperative Purchasing Program, authorized by statute, allows state and local governments to purchase a variety of commercial supplies (products) and services under specific GSA Schedule contracts to save time, money and meet their everyday needs and missions.

The Cooperative Purchasing Program gives state and local government entities access to purchase information technology products and services, as well as law enforcement, security, first responder, and marine craft equipment, alarm and signal systems, and special purpose clothing.

Cooperative Purchasing Program Features

- A centralized IT and telecommunications source
- A total solution for law enforcement and security
- Leveraged buying power of federal government
- Negotiated Fair and Reasonable Pricing
- Direct contractor and customer relationship
- Voluntary for both GSA contractor and state and local customer
- Online contractor search and purchasing capabilities
- Lower administrative costs
- Ability to find interoperable products to meet Homeland Security needs
- Best value
 - Warranty
 - Expedited delivery
 - Commercial terms and conditions
- Ability to establish strategic Blanket Purchase Agreements (BPAs)
- Ability to use BPAs that are already established via SmartBUY BPAs
The SmartBUY BPAs are as follows:
 - Document and Record Management
 - Data At Rest (DAR)
 - Situational Awareness and Incident Response (SAIR) – Cybersecurity Tool

Contractors under Schedule 70, 84 and the Consolidated Schedule (for IT Special Item Numbers) that agree to participate in the program, along with their available products and services, are identified in GSA eLibrary and on GSA *Advantage!*[®] with the  icon. Orders may be placed directly with participating GSA Schedule contractors. Order may also be placed through the GSA *Advantage!*[®] online shopping and ordering system using a state or local government issued credit card.

State and local entities may also post Requests for Information (RFIs) or Requests for Quote (RFQs), under Cooperative Purchasing, thru GSA's online request for quote tool, eBuy (www.gsa.gov/ebuy). Posting and competing requirements through GSA's eBuy allows for competition

amongst the Schedule holders, as well as transparency in the acquisition process. State and local users must first register as a "State Government" customer through GSA *Advantage!*[®] in order to access.

A small sampling of some of the products and services include:

- Schedule 70 and Consolidated Schedule: IT Products and Services
- IT equipment, software and maintenance
- IT professional services
- Wireless and electronic commerce services
- Access Certificates for Electronic Services (ACES) Program
- Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
- HSPD-12 product and service components
- IT training
- Leasing and daily/short term IT equipment rental
- Cloud Computing services
- Virtualization services
- IPv6 services
- Cybersecurity services

Schedule 84: Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response

- Law enforcement and security equipment
- Firefighting and rescue equipment, urban and wildland
- Marine craft and equipment
- Alarm and signal systems
- Special purpose clothing

Participation in the Cooperative Purchasing Program is voluntary for both state and local governments and Schedule contractors. While GSA recommends that state and local purchasing officials follow the Schedule ordering procedures in Federal Acquisition Regulation (FAR) 8.4 to ensure receiving the best value from GSA Schedule contractors, use of these procedures is not mandated by GSA. When purchasing from GSA Schedules, state and local government entities should follow the ordering and competitive procedures that meet their state and local procurement regulations.

For additional information on GSA Schedule ordering procedures, please visit www.gsa.gov/schedules-ordering.

For more information, visit:
www.gsa.gov/cooperativepurchasing

GSA State and Local Resources

The wealth of GSA's resources is not limited to federal agencies alone. Many state and local agencies can benefit from a variety of commercial products and services offered through GSA vehicles. This important aspect of GSA's mission is divided into seven distinct programs that provide access to important tools to help meet specific state and local objectives. To contact a GSA Customer Service Director in your region, please visit www.gsa.gov/csd.

	Eligible Activities	Legal Source	Program Use Guidelines	Resources
*Federal Grantee Access to Schedules in Response to Public Health Emergencies	State, Local, Tribal** and Territorial***** Governments	Section 40 U.S.C. § 501 (a)(1) provides that the Administrator of General Services shall take action for executive agencies to the extent that he determines that the action is advantageous to the Federal government in terms of economy, efficiency or service. This action includes the procurement, "and supply of personal property and nonpersonal services for executive agencies to use in the proper discharge of their responsibilities..." 40 U.S.C. § 501 (b)(1)(A)	State, local, tribal and territorial governments may purchase from all Federal Supply Schedules, when expending Federal grant funds in response to declared Public Health Emergencies.	GSA Schedule contractors are available to search on GSA eLibrary at: www.gsa.gov/elibrary and commercial products and services offered by Schedule contractors can be found at: www.gsaadvantage.gov
*Disaster Recovery Purchasing Program www.gsa.gov/disasterrecovery	State and local Municipal Governments**	Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007 (Public Law 109-364)	State and local agencies may use GSA Schedules to purchase products and services before and after a major disaster as declared by the President.	State and local customers have access to all GSA eTools for market research, direct ordering or to place Requests for Information (RFI) and Requests for Quote (RFQ) under this program.***
*Cooperative Purchasing Program www.gsa.gov/cooperativepurchasing	State and local Municipal Governments**	Section 211 of the E-Government Act of 2002 and Public Law 110-248, Local Preparedness Acquisition Act	State and local agencies are granted access to products and services offered on Schedule 70, 84 and IT Special Item Numbers on the Consolidated Schedule.	State and local customers have access to all GSA eTools for market research, direct ordering or to place Requests for Information (RFI) and Requests for Quote (RFQ) under this program.***
National Wildland Fire Program www.gsa.gov/fireprogram	State and local firefighting organizations that have a cooperative agreement with their State Forester and approval from the U.S. Department of Agriculture's Forest Service	Interagency Agreement for Equipment/Supplies in Support of Wildland Fire Protection	State and local agencies can order products and services through GSA Global Supply™ procurement channel, upon receipt of a written cooperative agreement with the U.S. Forest Service.	Wildland fire items are available at: www.GSAGlobalsupply.gsa.gov
*1122 Program www.gsa.gov/1122program	State and units of local government****	Section 1122 of the fiscal year 1994 National Defense Authorization Act	State and local units of government, with support from their State Point of Contact (SPOC), can purchase products using GSA Schedules, provided that the items are used in the performance of counter-drug activities.	Visit the 1122 Program website to obtain the 1122 Catalog and to contact your respective State Point of Contact (SPOC) that is ready to help.
Computers for Learning Program www.gsa.gov/computersforlearning	Schools and educational nonprofit organizations located in the United States (Also includes the U.S. Virgin Islands, American Samoa, Guam, the Commonwealth of Puerto Rico, and the Commonwealth of the Northern Mariana Islands.)	Executive Order 12999 – Educational Technology, and 15 USC 3710 (i) commonly known as the Stevenson-Wydler Technology Innovation Act of 1980	Certain schools (public, private or parochial (pre-K through 12)), and certain educational nonprofit organizations that meet specific criteria can obtain excess federal computer equipment.	Federal Agencies should visit the GSAXcess website at: www.gsa.gov/gsexcess in order to report their excess computers for transfer under the Computers for Learning Program.
Federal Surplus Personal Property Donation Program www.gsa.gov/propertydonations	Public agencies; nonprofit educational and health institutions; nonprofit and public programs for the elderly; public airports; and more	Title 40 of the U.S. Code, Section 549, formerly known as the Federal Property and Administrative Services Act of 1949	Entities that meet specific criteria can obtain all types of surplus property, except land or other real property, certain naval vessels, and records of the federal government.	When authorized by the State Agency for Surplus Property, eligible donees should visit the GSAXcess® website at: www.gsa.gov/gsexcess to determine what surplus property is available for donation transfer.

* GSA State and Local Program that is based on state and local use of the Federal Supply Schedules.

** The States of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges, and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments.

*** GSA eTools include: GSA eLibrary (www.gsa.gov/elibrary), GSA Advantage!® (www.gsaadvantage.gov), and GSA eBuy (www.gsa.gov/ebuy).

**** City, county, township, town, borough, parish, village or other general purpose political subdivision of a State; an Indian tribe which performs law enforcement functions as determined by the Secretary of the Interior; or the District of Columbia Government or the United States Government performing law enforcement functions in and for the District of Columbia or the Trust Territory of the Pacific Islands.

***** Government of American Samoa, Government of Virgin Islands (including Virgin Islands Port Authority), Government of Guam, Commonwealth Government of Northern Mariana Islands, Trust Territories of the Pacific Islands, Marshall Islands, Micronesia, Palau and Puerto Rico.





H&E EQUIPMENT SERVICES

ORDER

- BATON ROUGE, LA • (225) 358-8113
- KENNER, LA • (504) 487-6808
- SHREVEPORT, LA • (318) 746-5272
- LAKE CHARLES, LA • (337) 825-2188
- ALEXANDRIA, LA • (318) 443-7173
- LITTLE ROCK, AR • (501) 568-7867
- SPRINGDALE, AR • (479) 827-1872
- JACKSON, MS • (601) 838-7777
- BOSSIER CITY, LA • (318) 548-0542
- HOUSTON, TX • (713) 433-6411
- REMAN CENTER • (504) 394-7400
- DALLAS, TX • (972) 558-0910
- HOUSTON, TX • (713) 433-6411
- BELLE CHASSE, LA • (504) 384-7400
- BIRMINGHAM, AL • (205) 881-1323
- GONZALES, LA • (226) 844-2328
- LAKE CHARLES, LA • (337) 474-6660
- SALT LAKE CITY, UT • (801) 974-0388
- BOISE, ID • (208) 388-3323
- OGDEN, UT • (801) 612-0101
- ST GEORGE, UT • (435) 874-2884
- RENO/SPARKS, NV • (775) 350-3323
- PHOENIX, AR • (602) 232-0600
- TUCSON, AZ • (520) 770-1120
- ALBUQUERQUE, NM • (505) 784-8100
- TULSA, OK • (918) 445-2668
- BILLINGS, MT • (406) 268-8720
- MISSOULA, MT • (406) 728-4842
- COEUR D'ALENE, ID • (208) 884-1134
- BELGRADE, MT • (406) 388-2308
- SAN ANTONIO, TX • (512) 656-0848
- HOUSTON, TX • (281) 821-4800
- DALLAS/FY WORTH, TX • (972) 642-8766
- ATLANTA, GA • (678) 418-0848
- OKLAHOMA CITY, OK • (405) 788-7888
- TAMPA, FL • (813) 835-8688
- ORLANDO, FL • (407) 905-5344
- CHARLOTTE, NC • (704) 504-2870
- SHREVEPORT, LA • (318) 883-3828
- FORT MYERS, FL • (239) 985-0800
- LAS VEGAS, NV • (702) 320-8500
- DENVER, CO • (303) 288-2201
- COLORADO SPRINGS, CO • (719) 392-1840

New Customer Sale New Used Demo Delivery Only

Sold To: City of Fort Smith Date: 4/30/2013 10:00 AM

Address: 3900 Kelly Hwy Cust. Acct. No. 1004644

Fort Smith Arkansas Salesman Ross Roden

ATTN: Keith Talham P.O. No. _____

Ship To: same as above Terms: TBD

Address _____ Delivery Date: TBD

_____ Shipping Method: H & E Equipment

Qty	Equipment and Model	Price
1	New Manitex 40100S	312,333.00
	with 2014 International 7400 Maxforce 9-- 330 HP	
	Allison Auto Transmission	
	This signed order is to lock down crane	
	Specs & load chart to be delivered by Salesman	
	customer is responsible any other applicable tax's	
	Equipment ID Number(s): TBD	
	Serial Number(s): TBD	

All trade-in equipment is free and clear of all liens and encumbrances: Yes: No:

Warranty: As is
 PLEASE NOTE: ANY WARRANTY GIVEN COVERS DEFECTIVE WORKMANSHIP AND MATERIALS ONLY. ALL ORDERS ARE SUBJECT TO APPROVAL.

Accepted: **H&E EQUIPMENT SERVICES**

BY: _____ _____
 (Salesperson) (Name of Customer)

_____ _____
 (Branch Manager Approval) (Authorized Signature)

Manitex 3000 S. Austin Ave. Georgetown, TX 78626 (512) 942-3000 FAX (512) 669-3776 Update 1/1/2013 Quotation To: Ross Roden	PRICES ARE EFFECTIVE FOR ORDERS FOR SHIPMENT FROM JULY 1, 2013 THRU DECEMBER 31, 2013 SEE POLICY SHEET FOR CHANGES AND CANCELLATIONS	Date 05/03/13	Quotation Number 401005 IH7400 Auto RR 050313
		Quoted By: Dunn	

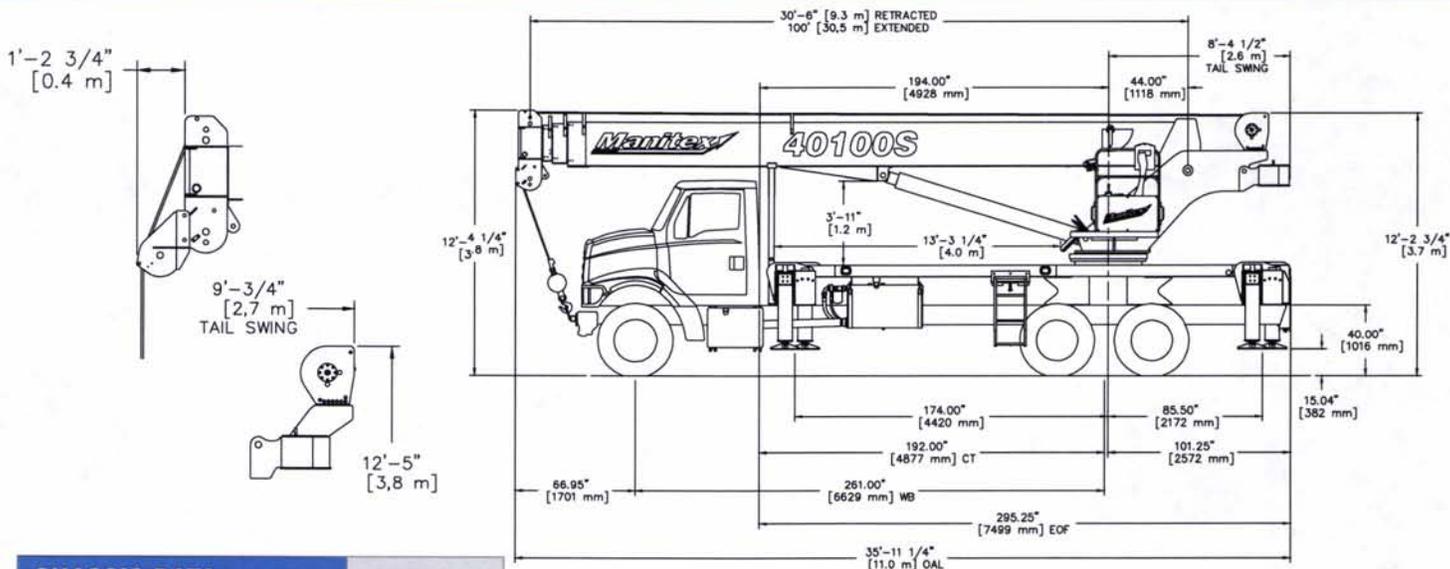
P.O. NO.	Terms	Currency	Shipping Terms	Estimated Shipment	Series Quoted	Validity
	Net 30	U.S. Dollars	F.O.B. Georgetown, TX	August 2013 Subject to Prior Sales	40025 4002SHL	30 DAYS

- 4002C Basic Crane**
- | | |
|--|---|
| <ul style="list-style-type: none"> *2-speed Hoist w/ Grooved Drum & Hoist Drum Rotation Indicator *5 Ton (4.5 mt) Hook and Ball *4-Load Sheave Quick Reeve Boom Head *Radio Anti-Two Block w/ Lockout *Boom Hoist Cylinder *System Pressure Gauge *360° Area of Operation * Continuous Rotation * Ride-around Operator Station with Seat *Removable Boom Rest *Engine Start/Stop *Operator's Service/Parts Manuals *Boom Length and Angle Indicators *Electronic Throttle * Foot Throttle *Signal Horn | <ul style="list-style-type: none"> * 3, 4 - 5 Section Telescopic Boom * 380 (115.82M) 5/8" (16mm) Rotation Resistant Wire rope * Audible Outrigger Motion Alarm *100 Gallon (379 liter) Reservoir w/Suction Strainer & Ball Valve *Outrigger Monitoring System for Verification Only * Turret, Rotation Bearing & Swing System *Load Moment Indicator-Audio/Visual Capacity Alert w/Shutoff * 4 Out-And-down Outriggers, 22'(6.71m) spread including Capacities for Intermediate 13'4" (4.05m) and Retracted 7'2" (2.18m) Spreads *2 Retractable Ladders for Easy Access to Bed *3-Section Vane Pump * Lower Frame for 10' (3.05m) flatbed *Oil Cooler * Pilot Controls *Bubble Level *ROC solid radio remote outrigger controls & control valve for F85 |
|--|---|

Qty	Option Number	Description	Price	Total
	4002.01 H	Basic Machine 4077S -w/77' 3 Section Telescopic Boom		
	4002.01 I	Basic Machine 4077S - w 77' 3 Section Telescopic Boom NO FREE SWING		
	4002.01E	Basic Heavy Lift Machine w/ 77' Three Section Telescopic Boom		
	4002.01D	Basic Heavy Lift Machine w/ 77' Three Section Telescopic Boom - NO FREE SWING		
1	4002.011	Basic Machine w/ 100' Four-Section Telescopic Boom		
	4002.015	Basic Machine w/ 100' Four-Section Telescopic Boom - NO FREE SWING		
	4002.013	Basic Heavy Lift Machine w/ 100' Four-Section Telescopic Boom		
	4002.017	Basic Heavy Lift Machine w/ 100' Four-Section Telescopic Boom - NO FREE SWING		
	4002.012	Basic Machine 124' Five-Section Telescopic Boom		
	4002.016	Basic Machine 124' Five-Section Telescopic Boom - NO FREE SWING		
	4002.014	Basic Heavy Lift Machine 124' Five-Section Telescopic Boom		
	4002.018	Basic Heavy Lift Machine 124' Five-Section Telescopic Boom - NO FREE SWING		
		JIB OPTIONS		
	4002.171	1 Piece 30' 6" Jib RATB (G)(100' Boom ONLY)		
	4002.17A	1 Piece 30' 6" Jib WATB (G) (100' Boom ONLY)		
	4002.172	2 Piece 30' 6" - 55' Jib RATB (G) (100' Boom ONLY)		
	4002.17B	2 Piece 30' 6" - 55' Jib (G) WATB (100' Boom ONLY)		
	4002.17D	2 Piece 30' 6" - 55' Jib (RS) WATB (100' Boom ONLY)		
	4002.17E	2 Piece 30' 6" - 55' Jib (RS) RATB (100' Boom ONLY)		
	4002.17F	2 Piece 30' 6" - 55' Jib (QA) (100' Boom ONLY)		
	4002.177	1 Piece 31' Jib (RS/G) RATB (124' Boom ONLY)		
	4002.17E	1 Piece 31' Jib (RS/G) WATB (124' Boom ONLY)		
	4002.178	2 Piece 30' 6" - 55' Jib RATB (G) (124' Boom ONLY)		
	4002.179	2 Piece 30' 6" - 55' Jib WATB (G) (124' Boom ONLY)		
		BEDS		
1	ACC.470	10' Wood Bed		
	ACC.480	10' Steel Bed		
	ACC.410	8' Wood Bed		
	ACC.420	8' Steel Bed		
		MOUNTING		
	4002.181	Knockdown		
	4002.182	Knockdown with Under ride		
1	4002.18X	Rear Mount Installation		
		AUXILIARY WINCH AND COUNTERWEIGHTS		
1	4002.191	Dynamic Winch Std.		
	4002.192	Braden Winch		
	4002.153	Auxiliary winch for Standard		
	4002.154	Auxiliary Winch & Heavy Lift Counterweight		

Manitex					Quotation		
3000 S. Austin Ave. Georgetown, TX 78626 (512) 942-3000 FAX (512) 863-3776 Update 1/1/2013 Quotation To: Ross Roden			PRICES ARE EFFECTIVE FOR ORDERS FOR SHIPMENT FROM JULY 1, 2013 THRU DECEMBER 31, 2013 SEE POLICY SHEET FOR CHANGES AND CANCELLATIONS		Date 05/03/13	Number 40100S IH7400 Auto RR 050313	
P.O. NO.	Terms	Currency	Shipping Terms	Estimated Shipment	Series Quoted	Validity	
	Net 30	U.S. Dollars	F.O.B. Georgetown, TX	August 2013 Subject to Prior Sales	40025 4002SHL	30 DAYS	
4002G Basic Crane							
1	4002.162 4002.04B/E 4002.04C/F 4002.04G/H 4002.124 4002.114 4002.165 4002.166 4002.163 4002.164	Heavy Lift Counterweight w/o Aux Winch CAB & HEATER OPTIONS CAB IS REQUIRED WITH FREE SWING AND AUXILIARY WINCH Basic Cab Basic Cab & Heater Basic Cab & Heater and AC PTO OPTIONS Hot shift PTO (Required with Automatic Transmission) Drive Shaft for Pump Installation (Required with Automatic Transmission) RIGGING Second 5 Ton Ball for Auxillary Winch Wire Rope RR 5/8 In Main and Aux winches 15 ton 1-Sheave Quick Reeve Block for 1-3 part line 35 ton 3-Sheave Block for 1-6 part line 50 ton 5-Sheave Quick Reeve Block for 2-6 part line 50 ton 5-Sheave Quick Reeve Block w/ Aux Block for 2-8 part line					
1	4002.103 ACC.TBD MTSTAB ACC.14X 1 ACC.208 1 ACC.207 1 ACC.17R 6001009.002 6001009.202 ACC.82 ACC.90 ACC.91 ACC.194 ACC.19T 6001009.102 6001009.302	HYDRAULIC RESERVOIR -STD MOUNT IS BED MOUNTED Hydraulic Reservoir Mounting other than Standard FBS Front Center Stabilizer (Requires Additional Mounting Charge) Mounting--Front Center Stabilizer Mounting Bracket - Knockdowns only HOSE REEL AND MOUNTING CHARGE Hose Reel (Requires Control Valve & Additional Mounting Charge) Mounting--Hose Reel Control Valve for operation of accessory required w/HOSE REEL REMOTES Radio Remotes- Joy Sticks No-Free Swing only (900 MHz) USA Radio Remotes Paddles No-Free Swing only (900 MHz) USA BULKHEAD 24" Steel Bulkhead TOOL BOXES Steel Tool Box (24"L x 18"W x 18"H) Flatbed mounted Aluminum Tool Box (48"L x 24"W x 24"H) -Chassis Mounted BASKET OPTIONS - NOT AVAILABLE ON FREE SWING 2 Person (600 lbs. capacity) Steel Gravity Labeled Basket with Friction Brake 2 Person (600 lbs. capacity) Aluminum Quick Attached Rotating Manbasket INTERNATIONAL OPTIONS Radio Remotes- Joy Sticks No-Free Swing only (433 MHz) Europe Radio Remotes Paddles No-Free Swing only (433 MHz) Europe Spanish Manuals & Decals METRIC LOAD CHARTS					
				Crane Total Discount		28% 3%	
	6608664 60010904.001	Crib Plate 31"x31"x.5" Crib Plate Crib Rack-each Rack holds 2 Crib Plates SPECIAL PAINT - Non Manitex Colors SPECIAL PAINT - Manitex special paint SPECIAL PAINT - CAB ONLY					Net Net Net

Manitex 3000 S. Austin Ave. Georgetown, TX 78626 (512) 942-3000 FAX (512) 863-3778 Update 1/1/2013 Quotation To: Ross Roden		PRICES ARE EFFECTIVE FOR ORDERS FOR SHIPMENT FROM JULY 1, 2013 THRU DECEMBER 31, 2013 SEE POLICY SHEET FOR CHANGES AND CANCELLATIONS			Date 05/03/13 Quoted By: Dunn		Quotation Number 401005 IH7400 Auto RR 050313	
P.O. NO.	Terms	Currency	Shipping Terms	Estimated Shipment	Series Quoted	Validity		
	Net 30	U.S. Dollars	F.O.B. Georgetown, TX	August 2013 Subject to Prior Sales	4002S 4002SHL	30 DAYS		
4002O Basic Crane								
1	2014	Misc Misc 2014 International 7400 Tandem, Maxforce 9, 330 HP Engine, Allison Auto Transmission, 270" WB, 60,000 lbs. GVWR				Net Cost/Credit Net Cost/Credit		
1	FET	Federal Excise Tax-required on Chassis over 33K GVWR						
TOTAL AMOUNT								

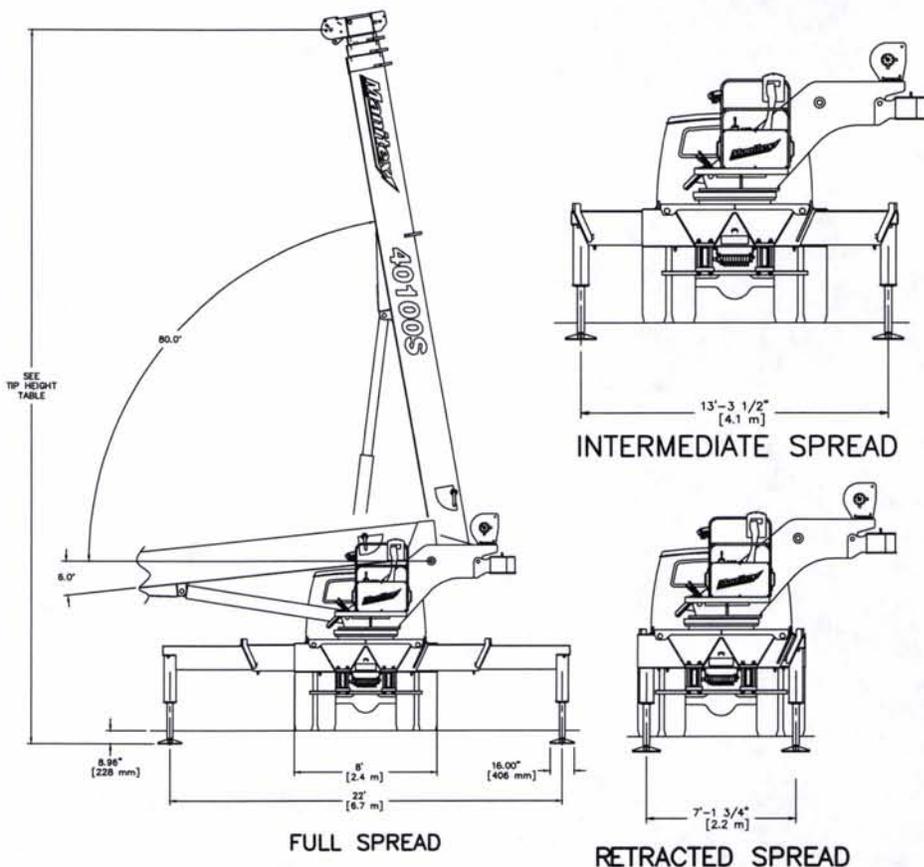


CHASSIS DATA	40100S
Wheelbase (WB)	261" 6 629 mm
Cab to Tandem (CT)	192" 4 877 mm
Cab to End of Frame (EOF)	295" 7 493 mm
Frame Section Modulus at 180°/360° Area of Operation	25.0 in ³ 110,000 psi 758 422 kPa
Front Axle Gross Weight Rating	18,000 lb 8 165 kg
Rear Axle Gross Weight Rating	40,000 lb 18 144 kg
Minimum Truck Axle Weight - Front**	8,000 lb 3 629 kg
Minimum Truck Axle Weight - Back**	8,300 lb 3 765 kg
Nominal Frame Width	34" 864 mm

*Frame section modulus at 360° area of operation requires front bumper stabilizer. **Minimum chassis weight is required to meet 85% stability requirements. Chassis data is general - not for engineering. Some dimensions depend on truck selection.

WEIGHTS	40100S
Crane Without Cab	29,733 lb 13 847 kg
Cab Alone	575 lb 261 kg
Flat Bed 10' (3,10 m)	1,000 lb 454 kg
Fixed Jib 30' 6" (9,30 m)	1,126 lb 511 kg
Telescopic Jib 30' 6" - 55" (9,3 m - 16,8 m)	1,754 lb 796 kg

MAXIMUM TIP HEIGHT (A)	40100S
Configuration	Boom 100' 30,5 m
Extended Boom	109' 2" 33,3 m
Fixed or Retracted Jib	140' 0" 42,7 m
Extended Jib	164' 8" 50,2 m



STANDARD COMPONENTS INCLUDE:

Boom, boom rest, boom hoist cylinder, 2-speed winch, load line and 5 ton (4,5 mt) overhaul ball, turret with 2,250 lbs (1,020 kg) counterweight, ride-around operator control station with seat, wireless LMI & ATB protection systems, sub-frame with access ladders & integrated radio remote controlled outriggers, 3-section pump, hydraulic reservoir and oil cooler.

HYDRAULICS

- 8-Bolt direct mounted PTO with SAE C output (factory mounted units only)
- Three section vane pump, SAE C input

Pump Section	2000 RPM	2000 RPM
Shaft End Pump:	41.67 GPM @ 100 PSI	158 LPM @ 100 PSI
Center Pump:	28.33 GPM @ 100 PSI	107 LPM @ 100 PSI
Cover End Pump:	11.67 GPM @ 100 PSI	44 LPM @ 100 PSI

- Hydraulic reservoir - 115 gallon (435 liter) capacity

WARNING SYSTEMS

- Wireless LMI with display and crane function shut-offs for overload protection
- Wireless anti-two block system

OPTIONS

- Single front stabilizer
- 10' (3,1 m) Flatbed - wood or steel
- 24" (610 mm) Bulkhead
- 30'-6" [9,3 m] 1-Section fixed jib
- 30'-6" [9,3 m] - 55' [16,8 m] 2-Section telescopic jib
- 5/8" (15,9 mm) Diameter 6 x 25 EIPS IWRC wire rope
- Auxiliary winch same as main, includes rooster sheave
- Auxiliary lower sheave block for 7 to 8 part line
- Load block - 1, 3 & 5 sheave options
- Operator cab with diesel heater, air conditioner (hydraulic) upgrade option

BOOM

- 40 Ton (36,3 mt) capacity @ 5' (1,5 m) radius
- 4-Section 100' (30,5 m) proportional boom
- 5-Sheave quick reeve boom point

HOIST

- Maximum theoretical line speed 453 fpm (138 mpm)
- Maximum theoretical bottom-layer line pull 13,050 lb (5,919 kg)
- Wire Rope – 380' (115,8 m) 5/8" (15,9 mm) diameter rotation resistant

In order to ensure continuous improvement, Manitex reserves the right to change design and specifications without notice.

- Hose reel - boom mounted
- Toolboxes
 - 24" L x 20" W x 18" H (610 mm x 508 mm x 457 mm)
 - 48" L x 18" W x 18" H (1220 mm x 457 mm x 457 mm)
- 2-Person gravity leveled non-rotating basket - 600 lb (272 kg) capacity
- 2-Person gravity leveled rotating (manual) basket - 1,200 lb (544 kg) capacity
- 4-Function radio remote crane control system 900 MHz
- 4-Function radio remote crane control system 433 MHz
- Three-section gear pump, SAE C input

Load Rating Chart

Model 40100S



© Manitex 2000

NOTE: Additional copies of this Load Rating Chart can be purchased from your Manitex Distributor. When ordering, use the part number shown in the bottom left corner of this page.

LMI OPERATING CODES

SETTING	CRANE CONFIGURATION	OUTRIGGER CONFIGURATION
#1	— MAIN BOOM — — — — —	FULLY EXTENDED
#2	— FIXED JIB — — — — —	FULLY EXTENDED
#3	— TELESCOPIC JIB—RETRACTED — — — — —	FULLY EXTENDED
#4	— TELESCOPIC JIB—EXTENDED — — — — —	FULLY EXTENDED
#5	— PERSONNEL LIFTING PLATFORM ON MAIN BOOM — — — — —	FULLY EXTENDED
#6	— PERSONNEL LIFTING PLATFORM ON FIXED JIB — — — — —	FULLY EXTENDED
#7	— PERSONNEL LIFTING PLATFORM ON TELESCOPIC JIB—RETRACTED — — — — —	FULLY EXTENDED
#8	— PERSONNEL LIFTING PLATFORM ON TELESCOPIC JIB—EXTENDED — — — — —	FULLY EXTENDED
#9	— MAIN BOOM — — — — —	INTERMEDIATE
#10	— FIXED JIB — — — — —	INTERMEDIATE
#11	— TELESCOPIC JIB—RETRACTED — — — — —	INTERMEDIATE
#12	— TELESCOPIC JIB—EXTENDED — — — — —	INTERMEDIATE
#13	— MAIN BOOM — — — — —	FULLY RETRACTED

WARNING

1. THE OPERATOR MUST READ AND UNDERSTAND THE OWNER'S MANUAL BEFORE OPERATING THIS CRANE.
2. POSITIONING OR OPERATION OF CRANE BEYOND AREAS SHOWN ON THIS CHART IS NOT INTENDED OR APPROVED EXCEPT WHERE SPECIFIED IN OWNER'S MANUAL.
3. LOADED BOOM ANGLES AT SPECIFIED BOOM LENGTHS GIVE ONLY AN APPROXIMATION OF THE OPERATING RADIUS. THE BOOM ANGLE BEFORE LOADING SHOULD BE GREATER TO ACCOUNT FOR DEFLECTIONS. DO NOT EXCEED THE OPERATING RADIUS FOR RATED LOADS.
4. THE OPERATING RADIUS SHOWN IN THE JIB RATING CHART IS FOR FULLY EXTENDED BOOM ONLY. WHEN BOOM IS NOT FULLY EXTENDED, USE ONLY LOADED BOOM ANGLE TO DETERMINE LOAD RATING OF JIB.
5. FOR BOOM ANGLES NOT SHOWN ON JIB LOAD RATING CHART, USE RATING OF NEXT LOWER BOOM ANGLE.
6. FOR BOOM LENGTHS NOT SHOWN, USE RATING OF NEXT SHORTER OR LONGER BOOM LENGTH, WHICHEVER IS LESS. FOR RADII NOT SHOWN, USE RATING OF NEXT LONGER RADIUS.
7. CRANE LOAD RATINGS ON OUTRIGGERS ARE BASED ON FREELY SUSPENDED LOADS WITH THE MACHINE LEVELED AND STANDING ON A FIRM UNIFORM SUPPORTING SURFACE. NO ATTEMPT SHALL BE MADE TO MOVE A LOAD HORIZONTALLY ON THE GROUND IN ANY DIRECTION.

WARNING (CONTINUED)

8. PRACTICAL WORKING LOADS DEPEND ON SUPPORTING SURFACE, WIND, AND OTHER FACTORS AFFECTING STABILITY SUCH AS HAZARDOUS SURROUNDINGS, EXPERIENCE OF PERSONNEL, AND PROPER HANDLING, ALL OF WHICH MUST BE TAKEN INTO ACCOUNT BY THE OPERATOR.
9. THE MAXIMUM LOAD WHICH MAY BE TELESCOPED IS LIMITED BY HYDRAULIC PRESSURE, BOOM ANGLE, AND BOOM LUBRICATION. IT IS SAFE TO ATTEMPT TO TELESCOPE ANY LOAD WITHIN THE LIMITS OF THE LOAD RATING CHART.
10. LIFTING OFF THE MAIN BOOM POINT WHILE THE SWING AROUND JIB IS ERECTED IS NOT INTENDED OR APPROVED.

INFORMATION

1. DEDUCTIONS MUST BE MADE FROM RATED LOADS FOR STOWED JIB, OPTIONAL ATTACHMENTS, HOOKS, AND LOAD BLOCKS (SEE DEDUCTION CHART). WEIGHTS OF SLINGS AND ALL OTHER LOAD HANDLING DEVICES SHALL BE CONSIDERED A PART OF THE LOAD.
2. LOAD RATINGS ABOVE THE HEAVY LINE ARE STRUCTURALLY LIMITED CAPACITIES. LOAD RATINGS BELOW THE HEAVY LINE ARE STABILITY LIMITED CAPACITIES AND DO NOT EXCEED 85% OF TIPPING.

DEFINITIONS

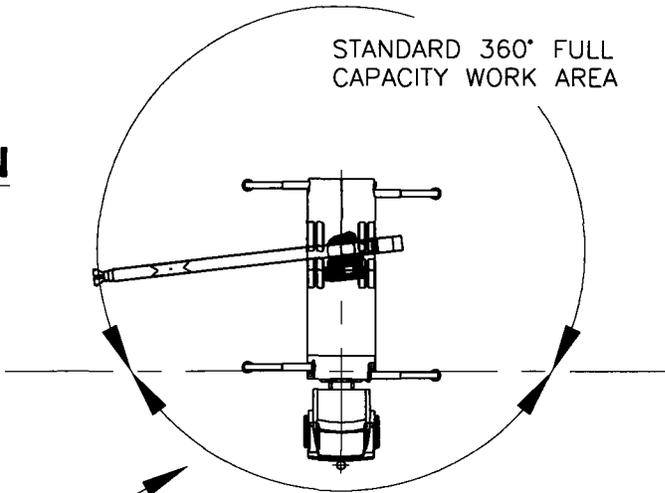
1. OPERATING RADIUS IS THE HORIZONTAL DISTANCE FROM THE AXIS OF ROTATION TO THE CENTER OF THE VERTICAL HOIST LINE OR TACKLE WITH LOAD APPLIED.
2. LOADED BOOM ANGLE AS SHOWN IN THE COLUMN HEADED BY \angle , IS THE INCLUDED ANGLE BETWEEN THE HORIZONTAL AND LONGITUDINAL AXES OF THE BOOM BASE AFTER LIFTING RATED LOAD AT RATED RADIUS.

ALLOWABLE LINE PULL								WARNING
1 PART LINE	2 PART LINE	3 PART LINE	4 PART LINE	5 PART LINE	6 PART LINE	7 PART LINE	8 PART LINE	
								ANTI-TWO-BLOCK SYSTEM MUST BE IN GOOD OPERATING CONDITION BEFORE OPERATING CRANE. REFER TO THE OWNER'S MANUAL. KEEP AT LEAST 3 WRAPS OF LOAD LINE ON THE DRUM AT ALL TIMES.
9080 LBS	18160 LBS	27240 LBS	36320 LBS	45400 LBS	54480 LBS	63560 LBS	72640 LBS	5/8" ROT RESISTANT (5.0:1 SF) - 45400 LBS MIN BREAKING STRENGTH
10000 LBS	20000 LBS	30000 LBS	40000 LBS	50000 LBS	60000 LBS	70000 LBS	80000 LBS	5/8" 6 X 25 IWRC (3.5:1 SF) - 35000 LBS MIN BREAKING STRENGTH

AREA OF OPERATION

WARNING:

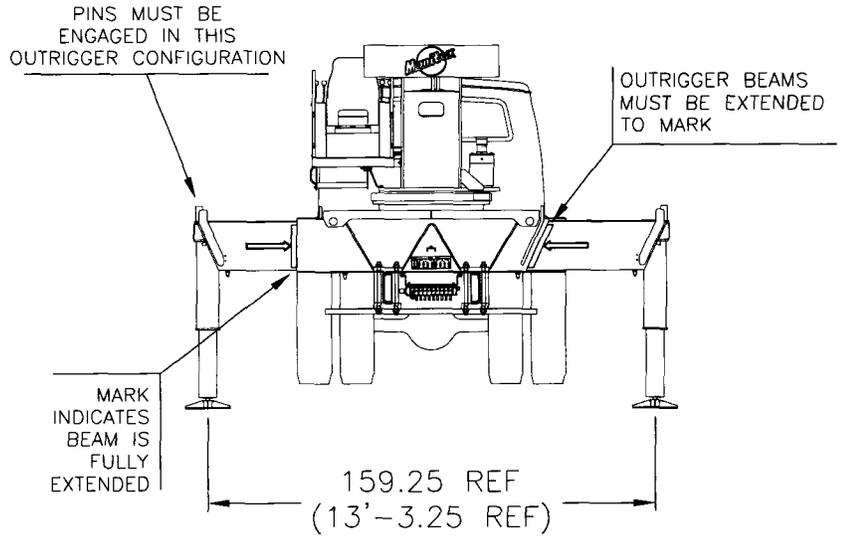
THE MACHINE MUST BE LEVEL AND THE FRONT TIRES IN CONTACT WITH THE GROUND OR THE OPTIONAL FRONT BUMPER STABILIZER MUST BE SET WHEN OPERATING IN THIS AREA.



DEDUCTIONS FROM RATED LOADS FOR LOAD HANDLING DEVICES SUPPLIED BY MANITEX

- AUXILIARY BLOCK ----- 50 LBS
- OVERHAUL BALL ----- SEE OVERHAUL BALL MANUFACTURER NAMEPLATE
- LOAD BLOCK ----- SEE BLOCK MANUFACTURER NAMEPLATE
- HOSE REEL ----- 260 LBS
- SWING AROUND JIB (STOWED) ----- SEE LOAD CHART

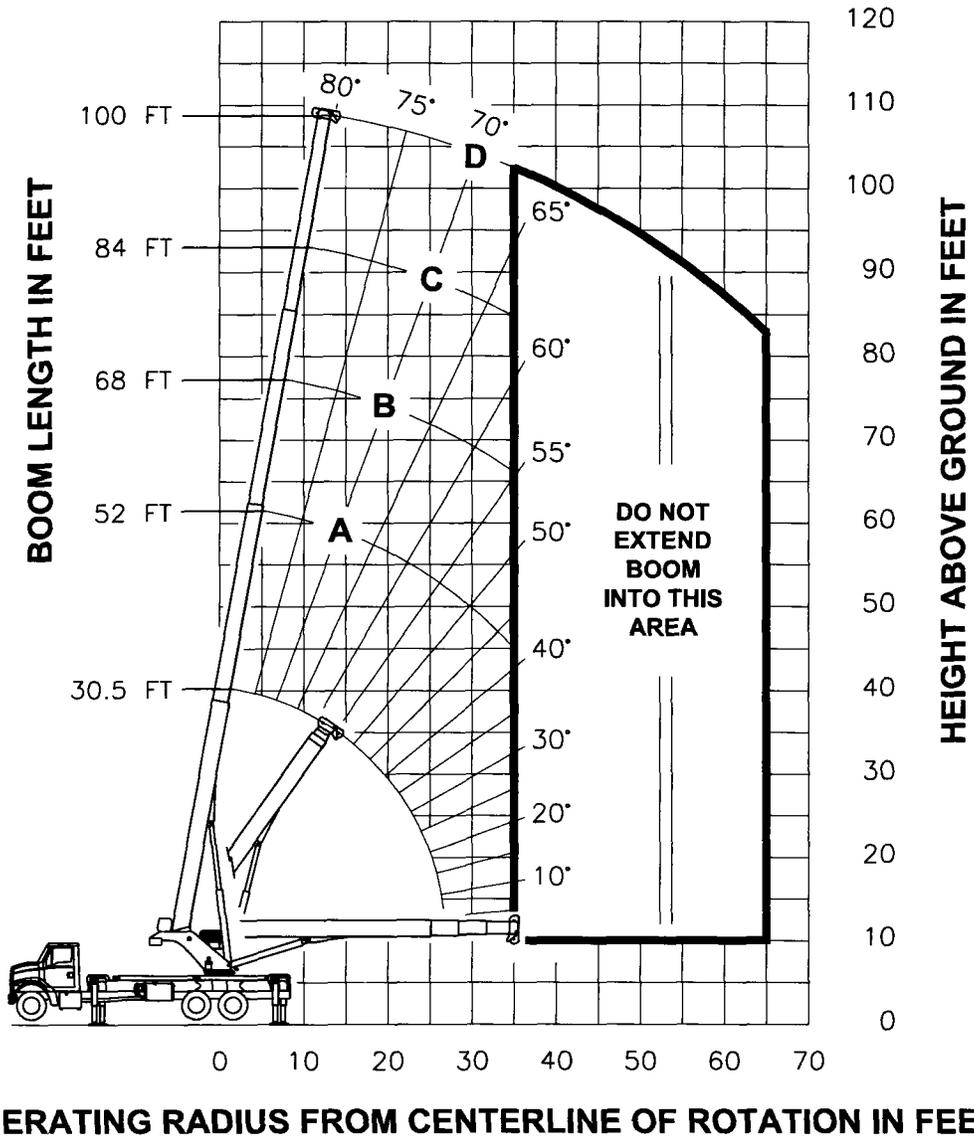
USE THIS CHART ONLY WHEN ALL OUTRIGGERS ARE IN THE INTERMEDIATE POSITION



- INTERMEDIATE OUTRIGGER CONFIGURATION -

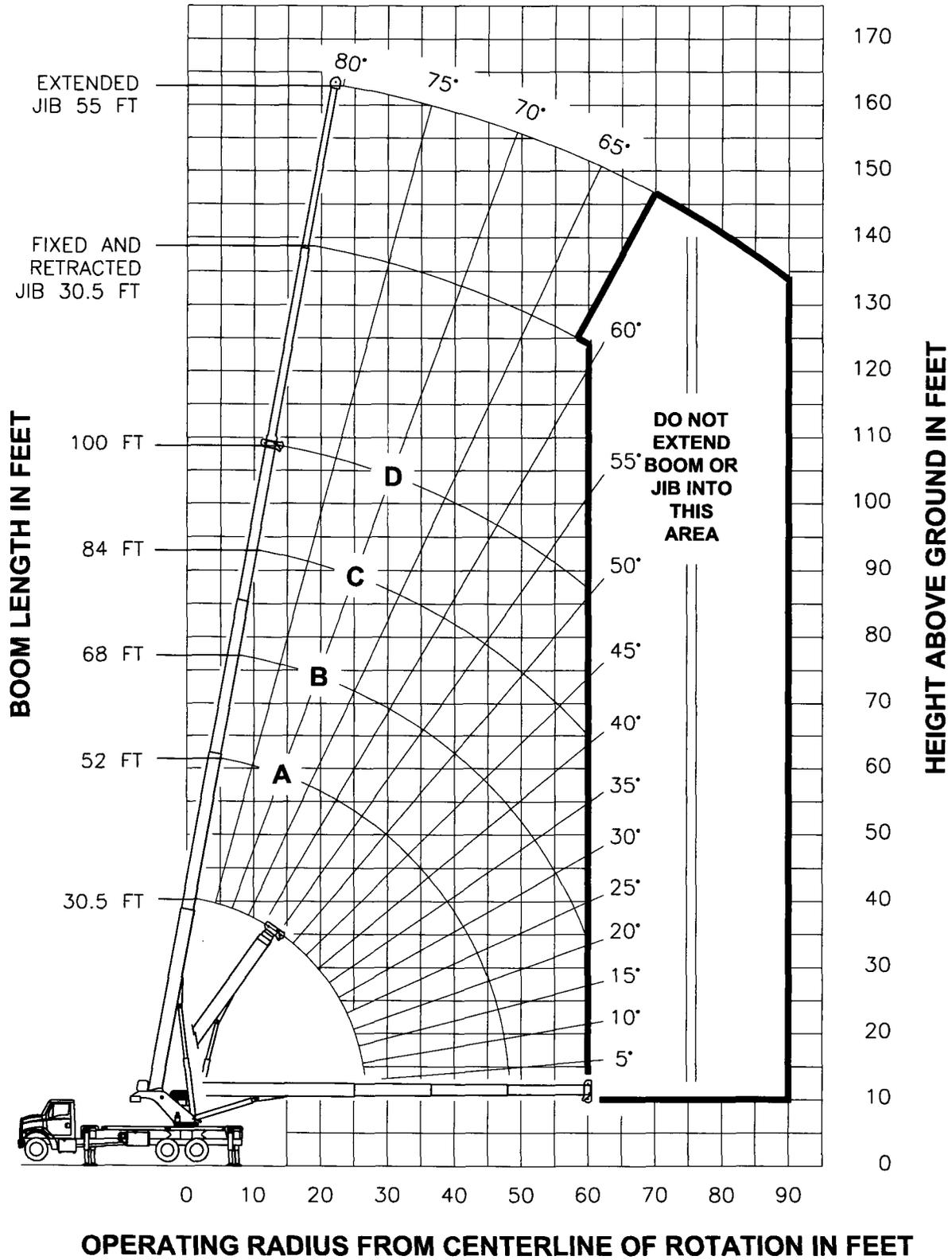
LOAD RATINGS IN LBS WITH ALL OUTRIGGERS IN THE INTERMEDIATE POSITION LMI CODE #9										JIB LOAD RATINGS IN LBS WITH ALL OUTRIGGERS IN THE INTERMEDIATE POSITION							
OPERATING RADIUS	LOADED BOOM ANGLE		BOOM LENGTH AND MARKER								FIXED JIB		TELESCOPIC JIB				
					LMI CODE #10		LMI CODE #11		LMI CODE #12								
	BOOM ANGLE	JIB LENGTH FOR ALL BOOM LENGTHS SEE WARNING NOTE 4	BOOM ANGLE	JIB LENGTH FOR ALL BOOM LENGTHS SEE WARNING NOTE 4	BOOM ANGLE	JIB LENGTH FOR ALL BOOM LENGTHS SEE WARNING NOTE 4	BOOM ANGLE	JIB LENGTH FOR ALL BOOM LENGTHS SEE WARNING NOTE 4	BOOM ANGLE	JIB LENGTH FOR ALL BOOM LENGTHS SEE WARNING NOTE 4							
	30.5 FT	52 FT	68 FT	84 FT	100 FT												
5	74	80000															
8	68	61000															
10	64	52860	76	31500						10							
12	60	43730	73	31500	78	31500				12							
15	53	26300	70	27320	76	27650	79	23700		15							
20	40	14620	64	15460	71	15730	76	15890	79	14000	20						
25	20	9240	58	10060	67	10290	72	10430	76	10530	25						
30			51	6960	62	7180	69	7310	73	7400	30	77	7300	77	7000		
35			43	4950	57	5170	65	5290	70	5370	35	75	5710	75	5290	78	4000
40			34	3530	52	3750	61	3870	67	3950	40	73	4250	73	3830	76	3850
45			22	2470	46	2700	57	2820	64	2900	45	71	3180	71	2760	74	3540
50					39	1890	52	2010	60	2090	50	69	2360	69	1930	73	2690
55					32	1250	48	1370	57	1440	55	66	1700	66	1270	71	2020
60					22	720	43	850	53	920	60	64	1170	64	740	69	1470
65											65					67	1020
70											70					65	640
		590 LBS	350 LBS	270 LBS	220 LBS	180 LBS			FIXED		DEDUCTIONS FOR STOWED JIBS						
		890 LBS	530 LBS	400 LBS	330 LBS	280 LBS			TELESCOPIC								

RANGE DIAGRAM - FULLY RETRACTED OUTRIGGER CONFIGURATION -



NOTE : LIFTING PERSONNEL WITH CRANE IN THIS OUTRIGGER CONFIGURATION IS STRICTLY PROHIBITED. USE ONLY FULLY EXTENDED OUTRIGGER CONFIGURATION WHEN LIFTING PERSONNEL.

RANGE DIAGRAM - INTERMEDIATE OUTRIGGER CONFIGURATION -



NOTE : LIFTING PERSONNEL WITH CRANE IN THIS OUTRIGGER CONFIGURATION IS STRICTLY PROHIBITED. USE ONLY FULLY EXTENDED OUTRIGGER CONFIGURATION WHEN LIFTING PERSONNEL.

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: June 10, 2013

FROM: Steve Parke, Director of Utilities

SUBJECT: Sunnymede Basin Neighborhood Sewer Improvements - Phase I
Project Number 09-04-P

The city has completed the construction of a new sewer line as part of the Sunnymede Basin Sewer Improvements - Phase I. The majority of the easements were acquired for the appraised value or donated by the property owners. However, in order for the project to proceed on schedule, the Board authorized staff to proceed with eminent domain to acquire an easement on property owned by Pike Place located at 700 North Albert Pike. Exhibits for the property location and easement area are attached for your review.

The city's appraiser set the estimated value of the easement at \$412.00. After several discussions with staff and the city attorney, Pike Place, made a offer of \$717.00 to settle the eminent domain case. A copy of a letter from the city attorney detailing the settlement offer is attached for your review.

Staff and the city attorney feel the settlement offer made by Pike Place is reasonable and should be considered. It is my recommendation that the attached Resolution authorizing the easement acquisition in the amount of \$717.00 be presented to the Board for its consideration.

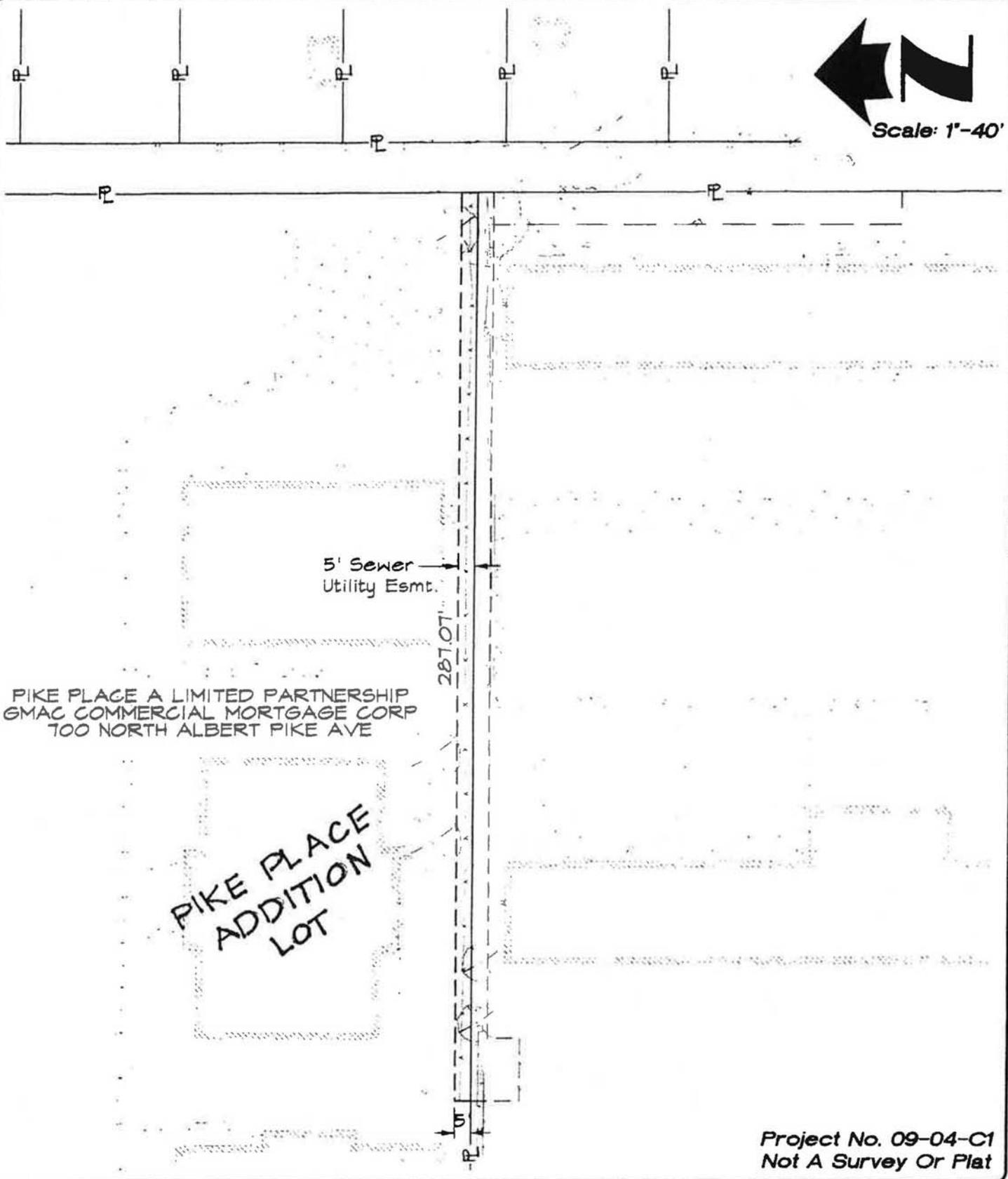
Should you or the Board have any questions or desire additional information, please let me know.

attachment

pc: Jeff Dingman



Scale: 1"=40'



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

MORRISON SHIPLEY

ENGINEERS ■ SURVEYORS

6704 Euper Lane, Suite 200 • Fort Smith, AR 72903 • 479 452 1113 • morrisonshipley.com

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

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

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

JERRY L. CANFIELD, P.A.
THOMAS A. DAILY, P.A.
WYMAN R. WADE, JR., P.A.
DOUGLAS M. CARSON, P.A.
ROBERT R. BRIGGS, P.A. †
C. MICHAEL DAILY, P.A. † ●
COLBY T. ROE, P.A.

† Also Licensed in Oklahoma

● Also Licensed in Wyoming & North Dakota

KMW BUILDING
58 SOUTH SIXTH STREET
P.O. BOX 1446
FORT SMITH, AR 72902
TELEPHONE (479) 782-0361
FAX (479) 782-6160

www.dailywoods.com

JAMES E. WEST
PHILLIP E. NORVELL †

OF COUNSEL

HARRY P. DAILY (1886-1965)
JOHN P. WOODS (1886-1976)
JOHN S. DAILY (1912-1987)
BEN CORE (1924-2007)

WRITER'S E-MAIL ADDRESS
RBriggs@DailyWoods.com

May 30, 2013

Mr. Steve Parke
Director of Utilities
City of Fort Smith
3900 Kelley Highway
Fort Smith, AR 72904

Via E-Mail Only

Re: City of Fort Smith, Arkansas v. Pike Place, a Limited Partnership,
Sebastian County Circuit Court Case No. CV-12-753 (I)

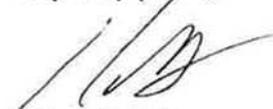
Dear Mr. Parke:

The above referenced project includes the acquisition of permanent Sewer Utility Easement over the property owned by Pike Place, a Limited Partnership. The City staff initially estimated the fair market value of the acquisition at \$330.05. Subsequently, the City obtained an appraisal of \$412.00 for the acquisition. Pursuant to the Order of Possession entered by the Court on June 21, 2012, the City tendered its just compensation deposit in the amount of \$330.05. The landowner, after significant negotiations, has agreed to accept the amount of \$717.00 in full settlement of its claims.

Given the uncertainty and cost of litigation, I believe this settlement is reasonable.

Thank you for your attention to this matter.

Very truly yours,



Robert R. Briggs

tdp

cc: Mr. Larry Guthrie (via e-mail only)

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: June 10, 2013

FROM: Steve Parke, Director of Utilities

SUBJECT: Zero Street Outfall Phase II Sewer Improvements
Project Number 09-19-P

The city completed the Zero Street Outfall Phase II Sewer Improvements in March 2012. In order for the project to proceed on schedule, staff was authorized to proceed with eminent domain to acquire a sewer easement on property owned by Millers' Creek, Inc., located at the intersection of South 28th Street and I-540. An exhibit of the easement area is attached for your review. This condemnation action is scheduled for court in September and trial preparation must begin soon.

The city's appraiser set the estimated value of the sewer easement at \$1,288.00. The sewer easement is situated parallel to Mill Creek. In the past the city made improvements to Mill Creek in order to correct drainage problems in the neighborhood areas of south Fort Smith. It was discovered during negotiations on the sewer easement that the city did not have a written easement for the drainage improvements made along Mill Creek. The city appraiser determined that the value of the drainage and sewer easements combined was \$5,263.00. Millers' Creek, Inc., has made an offer of \$6,500.00 to grant the needed sewer and drainage easement and dismiss the pending eminent domain case. A copy of a letter from the city attorney detailing the settlement offer is attached.

Staff and the city attorney feel the settlement offer made by Millers' Creek is reasonable. It is my recommendation that the attached Resolution authorizing the drainage and sewer easement acquisition in the amount of \$6,500.00 be presented to the Board for its consideration.

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

attachment

pc: Jeff Dingman



N.T.S.

SOUTH 25TH STREET

SOUTH 28TH STREET

FORDHAM AVE.

Mill Creek Channel

Proposed Drainage Easement
(69,286 Square Feet)
(±1.59 Acres)

Proposed 25' San. Sewer Easement
(43,103 Square Feet)
(±0.99 Acres)

Total Permanent Drainage & Sewer Easement Areas
(112,389 Square Feet)
(±2.58 Acres)

Proposed 10' Temporary Construction Easement
(17,234 Square Feet)
(±0.40 Acres)

MILLERS CREEK, INC.
SOUTH 28TH STREET

INTERSTATE 540

P.O.C.
E 1/16
CC
59

Project No. 09-19-E1
Not A Survey Or Plat

MORRISON SHIPLEY

ENGINEERS • SURVEYORS

5704 Euper Lane, Suite 200 • Fort Smith, AR 72903 • 479.452.1833 • morrisonshiple.com

EXHIBIT "A"

PART OF THE E 1/2 OF THE NE 1/4
SECTION 9, T-7-N, R-32-W
Fort Smith, Arkansas

Drawn By	DRC
Date	05.02.13
Project No.	FSU-16
Drawing Name	ESMT EXH

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

KMW BUILDING
58 SOUTH SIXTH STREET
P.O. BOX 1446
FORT SMITH, AR 72902
TELEPHONE (479) 782-0361
FAX (479) 782-6160

www.dailywoods.com

JAMES E. WEST
PHILLIP E. NORVELL †

OF COUNSEL

HARRY P. DAILY (1886-1965)
JOHN P. WOODS (1886-1976)
JOHN S. DAILY (1912-1987)
BEN CORE (1924-2007)

WRITER'S E-MAIL ADDRESS
RBriggs@DailyWoods.com

JERRY L. CANFIELD, P.A.
THOMAS A. DAILY, P.A.
WYMAN R. WADE, JR., P.A.
DOUGLAS M. CARSON, P.A.
ROBERT R. BRIGGS, P.A. †
C. MICHAEL DAILY, P.A. † ●
COLBY T. ROE, P.A.

† Also Licensed in Oklahoma
● Also Licensed in Wyoming & North Dakota

June 3, 2013

Mr. Steve Parke
Director of Utilities
City of Fort Smith
3900 Kelley Highway
Fort Smith, AR 72904

Via E-Mail Only

Re: City of Fort Smith, Arkansas v. Millers' Creek, Inc., et al.
Sebastian County Circuit Court – Case No. CIV-2011-281

Zero Street Outfall Phase II - Sewer Improvement, Project No. 09-19-E1, Tract L1-2

Dear Mr. Parke:

The above litigation involves the acquisition of a sewer utility easement for the purposes of the referenced project. The City's appraiser initially valued the acquisition of the sewer easement at \$1,288.00. During the course of litigation, the City discovered that the sewer utility easement runs along side Mill Creek, which is located in the FEMA floodplain. It was also discovered that the City has from time to time made improvements to the Mill Creek drainage area, but does not currently have a drainage easement in place. It was recommended that the City obtain a drainage easement from the landowner in addition to the necessary sewer easement. After consultation with the City's appraiser, it was determined that the estimated value for the drainage easement and utility easement would \$5,263.00. After significant negotiations with the landowner, the landowner has agreed to sell the sewer easement and drainage easement to the City for the amount of \$6,500.00.

Given the uncertainty of litigation and costs, the landowner's offer of \$6,500.00 seems reasonable. We recommend you place this item for Board approval at the next regularly scheduled meeting.

Thank you for your attention to this matter.

Very truly yours,



Robert R. Briggs
tdb

cc: Mr. Larry Guthrie (via e-mail only)

RESOLUTION AUTHORIZING AMENDMENT NUMBER ONE TO AUTHORIZATION NUMBER ONE WITH MORRISON SHIPLEY ENGINEERS, INC., FOR ENGINEERING SERVICES FOR PUMP STATION NUMBER 19 FORCE MAIN REPLACEMENT

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

SECTION 1: Amendment Number One to Authorization Number One under the Agreement with Morrison Shipley Engineers, Inc., for engineering services associated with the Pump Station Number 19 Force Main Replacement, Project Number 11-07-E1, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute Amendment Number One in the amount of \$17,000.00, for performance of design services, adjusting Authorization Number One to amount of \$167,000.00.

This Resolution adopted this _____ day of June 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: June 10, 2013

FROM: Steve Parke, Director of Utilities

SUBJECT: Pump Station Number 19 Force Main Replacement
Project Number 11-07-E1

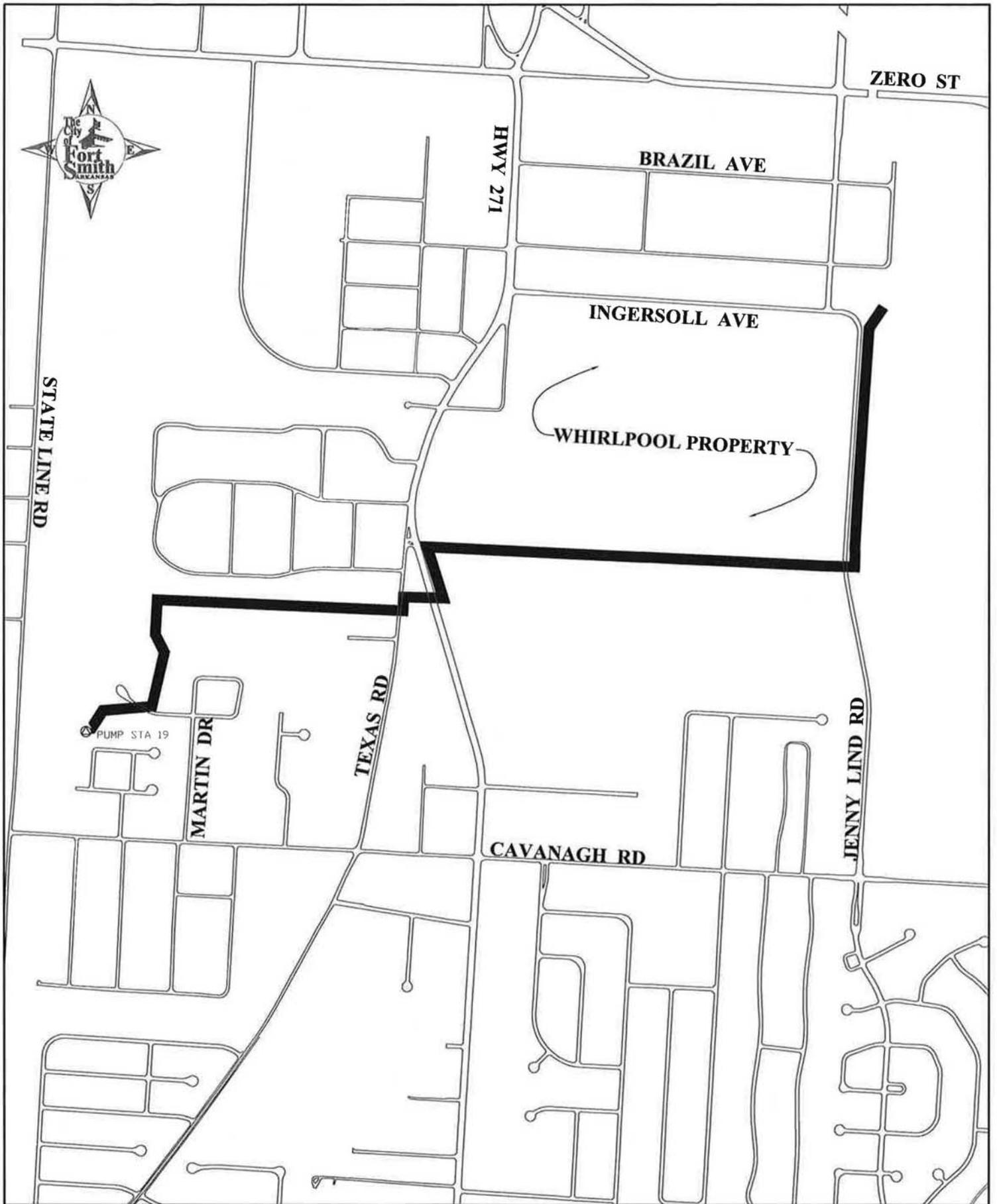
This project consists of replacing approximately 8,900 feet of 10-inch force main for the pump station 19. Approximately 2,300 feet of the proposed force main lies within the Whirlpool property. A portion of the Whirlpool property has been identified as potentially contaminated with trichloroethylene. In order to proceed with environmental soil testing to determine if hazardous materials are present in the proposed force main route, we need to amend the Authorization for engineering design services with Morrison Shipley. The cost of the testing and report preparation is set at \$17,000.00. The attached exhibit shows the project area.

A Resolution authorizing Amendment Number One to Authorization Number One with Morrison Shipley Engineers for the design of the Pump Station Number 19 Force Main Replacement in the amount of \$17,000.00, is attached. Amendment Number One adjusts the design services contract to the amount of \$167,000.00. Funding is available for this work from the 2012 sales tax bonds issued for the continuation of wet weather sewer improvements.

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

attachment

pc: Jeff Dingman



**CITY OF FORT SMITH, ARKANSAS
CANDLESTICK (STATION 19) FORCE MAIN REPLACEMENT
PROJECT NO. 11-07-E1
PROJECT VICINITY MAP**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CONTRACT ADDITION NO. 1 FOR THE
CONSTRUCTION OF AN ELEVATOR AND ASSOCIATED ADA FACILITY
ENHANCEMENTS TO THE TRANSIT FACILITY LOCATED AT
6821 JENNY LIND ROAD
PROJECT NO. 12-26**

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

SECTION 1: The contract addition with Heckathorn Construction for the renovation and additions to transit facilities, Project No. 12-26, which increases the contract amount by \$29,582 to an adjusted contract amount of \$441,953 and increases the contract time by 14 calendar days is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute a contract addition with Heckathorn Construction, subject to the terms set forth in Section 1.

This resolution adopted this ____ day of June, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required



MEMORANDUM

June 11, 2013

To: Ray Gosack, City Administrator
From: Ken Savage, Transit Director
Subject: Transit Facility Renovation Contract Addition No. 1

Attached is a resolution authorizing a contract addition for supplementary improvements to the transit facility, as it pertains to the ADA enhancements and elevator installation project. The amendment includes an additional \$29,582 and adjusts the contract amount by 7.2% from \$412,371 to \$441,953. The amendment also includes fourteen (14) additional days amending the contract from 210 to 224 days. The added days are for delays caused by the relocation of electric lines that were discovered in the elevator pit area during construction, as well as the added construction work identified in the contract addition. Funding for the amendment is included in the budget and is reimbursable from the Federal Transit Administration grant at 90%.

There are sixteen (16) adjustments listed in the attached document. The most notable items with regard to expense involve the installation of a new roof access hatch and painting the exterior of the facility to match the new entrance façade. Other ADA enhancements recommended by staff include the installation of a sidewalk extending from the administration building to the maintenance garage, as well as some miscellaneous sidewalk improvements on the north side of the office facility.

The improvements will preserve the transit facility in what FTA terms as a state of good repair. The site improvements will also help reduce risk of employee injury by providing a hard walking surface for pedestrian access.

Please feel free to contact me for further information.

SUMMARY SHEET

City of Fort Smith
Project Status 16% Complete

Project Name: ADA Enhancements
and Elevator Installation
to the Transit Facility

Today's Date: 6/11/2013
Staff Contact Name: Ken Savage
Staff Contact Phone: 784-2320

Project Number: 12-26
Consultant Engineer: Architecture Plus
Project Contractor: Heckathorn
Construction

Contract Time (days): 210
Notice to Proceed Issued: 3/25/2013

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	\$412,371	3/5/2013	10/21/2013 210 Days
Contract Revisions:			
1. Added Miscellaneous Facility & Site Work	\$29,582	6/18/2013	14 Days
2.			
3.			
Adjusted contract amount	\$441,953		11/04/2013 224 Days
Payments to date (as negative)	(\$65,437)		
Retainage held	10%		
Amount of this payment	N/A		

Final Comments:

The project is progressing on schedule with a slight delay due to a utility relocation and is approximately 16% complete.

Percent over original contract amount: 7.2%

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): City of Fort Smith Transit Authority Elevator Addition & ADA Renovation at Transit Department Office Facility 6801 Jenny Lind Fort Smith, Arkansas	CHANGE ORDER NUMBER: 001 DATE: June 10, 2013	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Heckathorn Construction Company 1880 Birch Avenue Fayetteville, Arkansas 72703	ARCHITECT'S PROJECT NUMBER: 12-26 CONTRACT DATE: March 04, 2013 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- Perform fourteen (14) work items as described in Proposed Cost Changes: 06/05/13, from Heckathorn Construction Company.

*See Attachments

The original Contract Sum was	\$	412,371.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	412,371.00
The Contract Sum will be increased by this Change Order in the amount of	\$	29,582.00
The new Contract Sum including this Change Order will be	\$	441,953.00

The Contract Time will be increased by Fourteen (14) days.

The date of Substantial Completion as of the date of this Change Order therefore is October 25, 2013 11/4/13 JD

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architecture Plus, Inc. ARCHITECT (Firm name) 907 South 21st Street Fort Smith, Arkansas 72901 ADDRESS BY (Signature) Michael G. Johnson, AIA, LEED AP (Typed name) 6-10-2013 DATE	Heckathorn Construction Company CONTRACTOR (Firm name) 1880 Birch Avenue Fayetteville, Arkansas 72703 ADDRESS BY (Signature) Don L. Heckathorn, President (Typed name) 6/12/13 DATE	City of Fort Smith OWNER (Firm name) 623 Garrison Avenue Fort Smith, Arkansas 72902 ADDRESS BY (Signature) Sandy Sanders, Mayor (Typed name) DATE
---	--	---

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:10:16 on 06/11/2013 under Order No.5286301192_1 which expires on 04/04/2014, and is not for resale.

FT Smith Transit Elevator Addition & ADA Renovation
Proposed Cost Changes; 06/11/13, From Heckathorn Construction Co.

1. Remove/replace & install existing steel column at new elevator entrance, due to existing hidden beam was discovered in this area: **+\$156.00**
2. Delete removal of existing ceramic wall & floor tile @ the existing 2nd floor Women's Restroom.: **<\$410.00>**
3. Remove existing plastic pad under S. HVAC condenser & replace with new concrete pad: **+\$128.00**
4. Delete one new mini-Blind at window AL-4 window & re-use existing: **<\$67.00>**
5. Replace 1" insulated glass at one 2nd floor window per request of Ken Savage: **+\$450.00**
6. Delete core drilling at the 2nd floor Women's w.c., move new wall 10" west and reuse existing w.c. flange: **<\$48>00>**
7. Add door closer at new Elevator equipment room, door 100, to meet State Elevator Code requirement: **+\$35.00**
8. Add work from 3, bid alternates,
 (8A): Add new roof Access hatch w/ ladder; **+\$4,400.**
 (8B). Add labor & material to clean & paint existing exterior wall panels& existing fascia/parapet; **+\$10,500.**
 (8C): Add cost to repair/refurbish the existing diesel operated electric generator per outline provided in addendum # 1; **+\$2,000** **Total for #8 = \$16,900.00**
9. Add three smoke detectors per Engineering Elements Proposal Request, E1, dated 4/8/13 to meet State Elevator Code: **+\$ 1,310.00**
10. Change sidewalks at west and east sides of north drive entrance to HC accessible ramps, per conversation with Ken Savage & Michael Johnson 4/29/13: **+\$396.00**
11. Relocate/re-route electric service for west gate & 3" telecommunication conduit, due to conflict with elevator pit location: **+\$ 2,800.00**
12. Remove existing asphalt access ramp & Add 10' wide ramp with tactile plates at existing north entrance, across parking lot to the north, remove 10' wide section of existing curb, and install new 10' wide x 6" thick sidewalk across existing gravel drive using 4,000psi concrete, per Transit Dept Request; **\$2,490.00**

13. Per Transit Departments request, extend 5' wide X 6" across existing gravel drives from new north east sidewalk at the Transit Building to the Maintenance building, aprox 150lf: \$4,322.00

14. Due to conflict with elevator pit location & existing phone cable, provide new conduit to re-route phone service around pit, up thru ceiling and into existing phone equipment room: \$1,120.00

Total Change request = Add \$29,582.00

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

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

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

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Yvonne Keaton Martin Retired Principal 1906 North 47 Street (04) 784-9386 (h) foxynana9@att.net	05/20/08	06/30/13
Kerri Norman T. Donaho Mgmt Co. 3415 South 29 Circle (01) 646-9602 (h) 783-1089 (w) kerri@midtown.arcoxml.com	08/21/01	06/30/14
George W. Willis Banker 5112 Lovett Lane (04) 783-8963 (h) 494-1123 (w) clueless1001@yahoo.com	06/17/99	06/30/14

<p>Genia Smith Credit Manager 2121 South W (01) 782-6810 (h) 646-4300 (w) GSmith822@aol.com</p>	05/20/09	06/30/14
<p>Joshua Carson Attorney 109 No. 3rd #516 (01) 782-7203 (w) jcarson@jmlaw.com</p>	05/17/11	06/30/14
<p>Cinda Rusin Self-employed P.O. Box 10063 (17) 452-5636 (h) 648-3351 (w) cindarusin1@hotmail.com</p>	06/20/06	06/30/15
<p>Fran Hall Sebastian Co. Juvenile Detention 2125 So. W Street (01) 785-2883 (h) 783-3532 (w) franthewarden@aol.com</p>	06/20/06	06/30/15

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 4-30-13

Name: Nichelle Christian

Home Telephone: 479-782-1558

Home Address: 1119 South 26th Street

Work Telephone: 479-788-7662

Zip: 72901

Email: _____

Occupation: Director of Testing Center, UAFS
 (If retired, please indicate former occupation or profession)

Education: M.Ed in Adult Education with an emphasis in Workforce Development Education

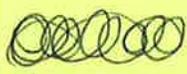
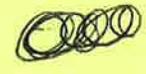
Professional and/or Community Activities: Member of Arkansas College Testing Association and the Fort Smith Alumnae Chapter of Delta Sigma Theta Sorority, Inc.

Additional Pertinent Information/References: Mrs. Yvonne Keaton Martin
479-784-9386 and Dr. Lee Krebbiel, Vice-Chancellor, Student Affairs, UAFS

Are you a registered voter in the City of Fort Smith? Yes No

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

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License  Date of Birth  (This information will be checked of all applicants)

I am interested in serving on the (please check).

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Port Authority |
| <input checked="" type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> Electric Code Board of Appeals & Appeals | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Transit Advisory Commission |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Housing Assistance Board | <input type="checkbox"/> Comprehensive Plan Steering Committee |
| <input type="checkbox"/> Housing Authority | |

Historic District Commission

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

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

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

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

	<u>Date Appointed</u>	<u>Term Expires</u>
Joan E. Mawn Real Estate 1005 South 24 Street (01) 782-8759 (h) arkjem@sbcglobal.net	02/21/06	07/31/13
Graham Sharum Architect 715 North 21 St (01) 478-9368 (h) 783-2480 (w) graham@childersarchitect.com	08/20/02	07/31/14
Charles Lane Manager, USA Truck 1219 Elizabeth Lane (03) 430-0711(h) 471-6680 (w) chad.lane@use-truck.com	11/21/12	07/31/14

Joan Singleton
9300 Jenny Ld (08)
646-7298 (h)
mjasinga@msn.com

08/15/06

07/31/15

Scott Martin
Pricing Analyst
6318 Ironwood (16)
783-1522 (h)
471-6589 (w)
scottmartin4@att.net

7/19/12

07/31/15

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Historic Dist

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 4-29-13

Name: DAVID KERR

Home Telephone: 783-6384

Home Address: 523 N. 5TH ST

Work Telephone: -

Zip: 72901

Email: DAVIDKERR720@YAHOO.COM

Occupation: RETIRED - HIRAM WALKER & SONS (PERNOD RICARD USA)
 (If retired, please indicate former occupation or profession)

Education: 12 YEARS + SOME COLLEGE

Professional and/or Community Activities: PAST BOARD FORT SMITH HERITAGE FNC

CURRENT BOARD FORT SMITH TROLLEY MUSEUM & FORT SMITH

MUSEUM OF HISTORY. ADDITIONAL PERTINENT INFORMATION/REFERENCES: I RESIDE WITHIN THE BELLE-GROVE HISTORIC DISTRICT. (RESTORED) THE HOME (LIVE IN).

Are you a registered voter in the City of Fort Smith? Yes No

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

Yes NO

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from

consideration
 Drivers License 000000 Date of Birth 0000
 information will be made available to the public. (Background check of all applicants)

I am interested in serving on the (please check)

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> Electric Code Board of Appeals & Appeals | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Transit Advisory Commission |
| <input checked="" type="checkbox"/> Historic District Commission | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Housing Assistance Board | <input type="checkbox"/> Comprehensive Plan Steering Committee |
| <input type="checkbox"/> Housing Authority | |

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: June 4, 2013
 Name: Jean E. Mawn Home Telephone: 479-782-8759
 Home Address: 1005 So. 24th St. Cell Work Telephone: 479-414-3161
 Zip: 72901 Email: arkjem@gmail.com
 Occupation: Property Management Real Estate Broker/Commercial
 (If retired, please indicate former occupation or profession)
 Education: JALR -
 Professional and/or Community Activities: Kycoavis Noon

Additional Pertinent Information/References: I have been on the HDC for 7 years. At this time I am the only Commissioner who has any real experience with historic properties.

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes NO
 If yes, please identify the offense and the approximate date. A "yes" answer will include you from consideration. _____
 Drivers License _____ Date of Birth 000000 This information will be use to conduct a criminal back ground check of all applicants).

I am interested in serving on the (please check):

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Comprehensive Plan Steering Committee | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> Electric Code Board of Appeals | <input type="checkbox"/> Transit Advisory Commission |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Residential Housing Facilities Board |
| <input checked="" type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Housing Assistance Board | |



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Beshears, Administrative Assistant

DATE: June 13, 2013

SUBJECT: Mechanical Board of Adjustments and Appeals

The terms of Mr. Ted Neal, Mr. Greg Williams and Mr. William James of the Mechanical Board of Adjustments and Appeals will expire July 31, 2013. Mr. Neal, Mr. Williams and Mr. James wish to be reappointed.

There are no other applicants available at this time.

Appointments are **by the Board of Directors**, three appointments are needed. The terms will expire July 31, 2018.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
Administrative Offices FAX (479) 784-2430

Mechanical Board of Adjustments and Appeals

The Mechanical Board of Adjustments and Appeals has the authority to hear appeals of decisions and interpretations of the administrative authority relating to the 1997 Arkansas Mechanical Code.

The Board consists of five members who have knowledge and experience in the mechanical code, such as design professionals, contractors or industry representatives. The Board, following initial staggered terms, will serve five-year terms. In addition, there are two alternate members (one member-at-large from the industry and one member-at-large from the public) who serve one-year terms. A member shall not act in a case in which he had a personal or financial interest. Appointments are made by the Board of Directors.

The Board meets on call.

	<u>Date Appointed</u>	<u>Term Expires</u>
<u>Industry Members:</u>		
Ted Neal Ted's Air Conditioning, Inc. 2215 Bluff Avenue(1) 785-3287 (h) 783-7857 (w) 883-2529 © tedneal@sbcglobal.net	07/20/99	07/31/13
Alan P. Wright Project Manager P.O. Box 23069 Barling, AR 72923 674-2169 (h) 452-5723 (w) awright@action-mechanical.com	07/20/99	07/31/14
Andy Brown Civil Engineer 6703 Deerfield Drive (16) 648-0991 (h) 649-8484 (w) abrown@mwc-engr.com	10/20/09	07/31/14

Ron B. Smith
(Owner) Air Pro Heating & Air
3221 Cliff Drive (03)
646-4478 (h)
646-9699 (w)
airproarron@sbcglobal.net

07/19/11

07/31/16

Michael Blaylock
Blaylock Heating & Air
1530 North Greenwood (01)
783-3420 (h)
782-8940 (w)
blaylock@blaylockhvac.com

07/17/07

07/31/17

Alternate - Member-At-Large From Public:

Greg Williams
General Manager of Markham Restaurant Supply
2315 Hendrick Blvd. (01)
434-6012 (h)
782-3233 (w)
greg@markhamrs.com

07/19/11

07/31/13

Alternate - Member-at-large from industry:

William Gary James
Three States Supply Co (retired)
9800 Bridgeford (08)
646-0865 (h)
candgjames@att.net

07/20/99

07/31/13

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 6-13-13
 Name: Greg Williams Home Telephone: 650 8929
 Home Address: 2315 Hendricks Work Telephone: 650 8929
 Zip: 7293 Email: greg@markhamrs.com
 Occupation: General Manager
 (If retired, please indicate former occupation or profession)
 Education: college
 Professional and/or Community Activities: Chamber of Commerce

Additional Pertinent Information/References: Indry work 15 years

Are you a registered voter in the City of Fort Smith? Yes No
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes NO

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License AR Date of Birth [redacted] his
 information will be [redacted] ground check of all applicants

I am interested in [redacted]

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Advertising & Promoting Commission | <input checked="" type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> Electric Code Board of Appeals & Appeals | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Transit Advisory Commission |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Housing Assistance Board | <input type="checkbox"/> Comprehensive Plan Steering Committee |
| <input type="checkbox"/> Housing Authority | |

Industry

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 5-29-13

Name: MIKE LOCKNAR Home Telephone: 479-484-1140

Home Address: 9817 Meandering Way Work Telephone: 479-648-8747

Zip: 72903 Email: mlocknar@sandersupply.net

Occupation: Branch Manager Sanders Supply
(If retired, please indicate former occupation or profession)

Education: High School Diploma

Professional and/or Community Activities: HUACR Assoc, Advisory Council
AT4, Kiamichi, Indian Capital, Coach Church League Baseball

Additional Pertinent Information/References: Sheriff Bill Hollenbeck - REFERENCE

Are you a registered voter in the City of Fort Smith? Yes No

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

If yes, please identify the offense and the approximate date. Answer will not automatically preclude you from consideration

Drivers License Information withheld State of Arkansas Application withheld

I am interested in serving on the (please check):

- Audit Committee
- Advertising & Promoting Commission
- Airport Commission
- Arkansas Fair & Exhibition Facilities Bd
- Benevolent Fund Board
- Bldg. Bd. Of Adjustment and Appeals
- Central Business Improvement District
- Convention Center Commission
- Civil Service Commission
- Community Development Advisory Com.
- County Equalization Board
- Electric Code Board of Appeals & Appeals
- Fire Code Board of Appeals & Adjustments
- Historic District Commission
- Housing Assistance Board
- Housing Authority
- Library Bd of Trustees
- Mechanical Bd of Adjustments and Appeals
- Oak Cemetery Commission
- Outside Agency Review Panel
- Parking Authority
- Parks & Recreation Commission
- Planning Commission
- Plumbing Advisory Board
- Port Authority
- Property Owners Appeals Board
- Sebastian County Reg. Solid Waste Mgmt. Bd.
- Sister Cities Committee
- Transit Advisory Commission
- Residential Housing Facilities Board
- Comprehensive Plan Steering Committee

CITY OF FORT SMITH Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 06-12-13

Name: Fred Neal Home Telephone: 479-7853287

Home Address: 2216 Bluff Hill Work Telephone: 479-785-7857

Zip: 72901 Email: FredNeal@sbcc9/adaa.net

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

Education: South West ARK College

Professional and/or Community Activities: City Boards & Commissions, Chamber of Commerce, Ft Smith, HUACR, NESH

Additional Pertinent Information/References: Fred's AC 47 yrs (APK, HUACR, NESH)

Are you a registered voter in the City of Fort Smith? Yes No

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

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License [REDACTED] Date of Birth [REDACTED] is [REDACTED]
information will be used for background check of all applicants.

I am interested in

- Audit Committee
- Advertising & Promoting Commission
- Airport Commission
- Arkansas Fair & Exhibition Facilities Bd
- Benevolent Fund Board
- Bldg. Bd. Of Adjustment and Appeals
- Central Business Improvement District
- Convention Center Commission
- Civil Service Commission
- Community Development Advisory Com.
- County Equalization Board
- Electric Code Board of Appeals & Appeals
- Fire Code Board of Appeals & Adjustments
- Historic District Commission
- Housing Assistance Board
- Housing Authority
- Library Bd of Trustees
- Mechanical Bd of Adjustments and Appeals
- Oak Cemetery Commission
- Outside Agency Review Panel
- Parking Authority
- Parks & Recreation Commission
- Planning Commission
- Plumbing Advisory Board
- Port Authority
- Property Owners Appeals Board
- Sebastian County Reg. Solid Waste Mgmt. Bd.
- Sister Cities Committee
- Transit Advisory Commission
- Residential Housing Facilities Board
- Comprehensive Plan Steering Committee

Outside Agency Review Panel

This review panel will review applications for outside agency services and recommending award amounts for approval by the Board of Directors. Members of this panel will be appointed by the Board of Directors.

Core Committee shall be comprised of three citizens who are knowledgeable of the city's nonprofit organizations and services they provide, and are not directly related to any agencies that are applying for funds available through this program, nor board of directors of the City of Fort Smith. (3 year terms)

Arts & Humanities comprised of two citizens who are knowledgeable of arts and humanities and are not directly related to any agencies that are applying for funds under this line item nor the Board of Directors of the City of Fort Smith. (1 year term and 1 two-year term initially, and two year terms thereafter).

Recreation Panel comprised of two citizens who are knowledgeable of recreation and are not directly related to any agencies that are applying for funds under this line item nor the Board of Directors of the City of Fort Smith. (1 one year term and 1 two-year term initially and two-year terms thereafter). The panel meets on call.

Note: at the first full meeting of the 9-member panel, each appointee will draw a number, which will determine the length of service. Terms will expire on March 31st of each year.

	<u>Date Appointed</u>	<u>Term Expires</u>
<u>Core:</u>		
Kathy Davis Western Arkansas Counseling 3700 Heather Ridge Court (03) 650-6039 (h) 452-6650 (w) Davis6418@sbcglobal.net	04/19/11	03/31/14
William Tyler Lamon First National Bank 1123 North 14 Street (01) 739-7142 (h) tylerlamon@gmail.com	07/17/12	03/31/16
Sharon Barr Clinical Laboratory Director 1426 North 52 Street (04) 782-1185 (h) 441-5218 (w) sbarr@sparks.org	07/17/12	07/17/15

Arts and Humanities:

Amy Manley 05/17/11 03/31/14
Kimmons Band Director
114 North 25 Street (01)
785-2626 (w)
478-6196 (h)
amanley@fortsmithschools.org

Jeannie Cole 03/27/13 03/31/16
7410 Oxford Place (03)
452-4478 (h)
jeannie@thecolefamily.com

Recreation:

Charolette Tidwell 03/27/13 07/17/13
Retired - Healthcare
1728 North 46 Circle (04)
459-0669 (h)
cftidwell9793@att.net

Monica McKinney 07/17/12 07/17/13
Independent Distributor
3009 Carthage Street (01)
650-2679 (w)
mmckinney63@gmail.com

Social/Community Services:

Melissa Curry 08/23/12 08/23/14
Client Services Director
3911 South U Street (03)
479-414-2093 (h)
479-262-6466 (w)
Curryland0712@aol.com

Susan Krafft 04/19/11 03/31/14
Director of Finance/Special Events
8700 Harvard Drive (08)
459-6819 (h)
susan.krafft@gmail.com

To: Wendy Beshears

*Outside Agency
Recreation*

**CITY OF FORT SMITH
Application for City Boards/Commissions/Committees**

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 2-18-2013

Name: Charlotte Tidwell

Home Telephone: 479.459.0669

Home Address: 1728 No. 46th Cr.

Work Telephone: 479.459.0669

Zip: 72964

Email: Cftidwell9793@att.net

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

Education: Med; BSE; BSN; RN

Professional and/or Community Activities: Executive Director of Outreach Ministry

Additional Pertinent Information/References: Robert Miller; Michael Helms

Are you a registered voter in the City of Fort Smith? Yes No

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

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License _____ Date of Birth _____

information will be use to conduct a criminal back ground check of all applicants).

I am interested in serving on the (please check):

- Audit Committee
- Advertising & Promoting Commission
- Airport Commission
- Arkansas Fair & Exhibition Facilities Bd
- Benevolent Fund Board
- Bldg. Bd. Of Adjustment and Appeals
- Central Business Improvement District
- Convention Center Commission
- Civil Service Commission
- Community Development Advisory Com.
- County Equalization Board
- Electric Code Board of Appeals & Appeals
- Fire Code Board of Appeals & Adjustments
- Historic District Commission
- Housing Assistance Board
- Housing Authority
- Library Bd of Trustees
- Mechanical Bd of Adjustments and Appeals
- Oak Cemetery Commission
- Outside Agency Review Panel
- Parking Authority
- Parks & Recreation Commission
- Planning Commission
- Plumbing Advisory Board
- Port Authority
- Property Owners Appeals Board
- Sebastian County Reg. Solid Waste Mgmt. Bd.
- Sister Cities Committee
- Transit Advisory Commission
- Residential Housing Facilities Board
- Comprehensive Plan Steering Committee

FAX TO: 479.784.2430

Outside agency

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Name: Janice Sudbrink
Date: 4-24-13
Home Telephone: 479-452-3516
Home Address: 3712 Pebble CT
Work Telephone: 479-459-8664 (cell)
Zip: 72903
Email: jdsudbrink@aol.com
Occupation: Registered Nurse - Mercy Hospital - Part-time
Education: see Resume
Professional and/or Community Activities: see Resume
Additional Pertinent Information/References: see Resume

Are you a registered voter in the City of Fort Smith? Yes [checked] No
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes NO [checked]

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License information will [redacted] Date of Birth [redacted] back ground check of all applicants

I am interested in serving on the (please check):

- () Audit Committee
() Advertising & Promoting Commission
() Airport Commission
() Arkansas Fair & Exhibition Facilities Bd
() Benevolent Fund Board
() Bldg. Bd. Of Adjustment and Appeals
() Central Business Improvement District
() Convention Center Commission
() Civil Service Commission
() Community Development Advisory Com.
() County Equalization Board
() Electric Code Board of Appeals & Appeals
() Fire Code Board of Appeals & Adjustments
() Historic District Commission
() Housing Assistance Board
() Housing Authority
() Library Bd of Trustees
() Mechanical Bd of Adjustments and Appeals
() Oak Cemetery Commission
() Outside Agency Review Panel
() Parking Authority
() Parks & Recreation Commission
() Planning Commission
() Plumbing Advisory Board
() Port Authority
() Property Owners Appeals Board
() Sebastian County Reg. Solid Waste Mgmt. Bd.
() Sister Cities Committee
() Transit Advisory Commission
() Residential Housing Facilities Board
() Comprehensive Plan Steering Committee

Janice D. Sudbrink

3712 Pebble Court
Fort Smith, AR, 72903
(Home) 479-452-3516 (Cell) 479-459-8664
jdsudbrin1@aol.com

WORK EXPERIENCE

- Mercy Hospital, Fort Smith, 2012-present, part-time, Cardiology
- First United Methodist Church, Fort Smith, AR, 2006-2012, Associate Pastor of Congregational Care/Parish Nurse/Missions and Outreach
- First United Methodist Church, Fort Smith, AR, 2004-2006, Parish Nurse
- Kamp Kanakuk, K-Klassic, Branson, MO, June 2004
Camp Nurse
- Waco Medical Group, 1990-2001
Part-Time Post Anesthesia Care Unit staff nurse
- Hillcrest Baptist Medical Center, Waco, TX, 1988-2001, Part-time Emergency Department staff nurse, Part-time Post Anesthesia Care Unit staff nurse
- Mississippi Baptist Medical Center, Jackson, MS, 1986-1988, Cardiovascular Surgery Recovery, RN staff and charge nurse
- University of Mississippi Medical Center, Jackson, MS, 1981-1988, RN staff nurse, charge nurse, flight nurse Emergency Department, Research nurse OB/GYN Department

Education and Training

- Currently attending University of Conway seeking Advanced Family Practice Nurse
- UMCOR UMVIM training for Disaster Response Team, 2009-2012
- Ordained Deacon of the United Methodist Church, Arkansas Annual Conference, 2009
- International Parish Nurse Basic Preparation Instructor Certification, International Parish Nurse Resource Center, St. Louis, MO, 2009
- Phillips Theological Seminary, Tulsa, OK, Masters of Divinity, 2006
- Stephen Minister Leadership Certification, Los Angeles, CA, 2005
- Red Cross, Fort Smith, AR, CPR/First Aid/AED Instructor Training, 2004
- St. Louis School of Nursing, St. Louis, MO, Basic Parish Nurse Certification, 2003
- Truett Seminary, Waco, TX, 23 hours toward Masters of Divinity, 2000-2002
- Mississippi University for Women, Columbus, MS, BSN, 1981

Community Involvement:

- Woods Elementary PTA Board 2003-2008, served as Co-chair of School Spirit.
- Woods Elementary Health and Safety Chair and Organizer of American Diabetes Walk for 2 years
- Woods Elementary PTA Treasurer, 2007-2008.
- Bible Study for the Woods Elementary School teachers once a week, 2007-2009.
- Treasurer, Chaffin Jr. High School Band, 2006.
- American Heart Walk Committee, American Heart Association Salvation Army Board, 2006.
- Member of PEO, Chapter AS, focused on raising money for higher education for women.
- Co-Founder of Healthy Congregations, along with Dr. Margaret Tremwel in 2004, and still actively involved in bringing health care to churches in the Fort Smith community and surrounding areas. Educate medical volunteers to serve their churches through mini-clinics and healthy living instruction.
- Nurture Coordinator on the United Methodist Church West District leadership team.
- Serve on the Holy Healthy Congregations committee for the United Methodist Arkansas Conference. A campaign was initiated at the Arkansas UM Annual Conference (June 2007) that encourages churches to incorporate Parish Nursing and healthy lifestyles in their churches.
- As a volunteer for my church, beyond my job description, I participated with the muffin ministry to the Next Step Day Room and First Food Distribution offering blood pressure and glucose testing and annual flu shots. I worked with a graffiti removal ministry in our neighborhood and community. I also lead international and local mission teams that respond to disaster relief and to the medical needs through Volunteers in Mission of the Methodist Church. I also volunteered as a team member for Relay for Life.
- Board member of the Sack Lunch Program that serves lunches to the homeless 2010-2012.
- Board member of UAMS-West Central Center of Aging 2010-2012.



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Beshears, Administrative Assistant
DATE: June 12, 2013
SUBJECT: Transit Advisory Commission

The terms of Mr. Randy Burress and Mr. Charles Poole of the Transit Advisory Commission will expire July 15, 2013. Mr. Burress and Mr. Poole wish to be reappointed.

There are no other applicants available at this time.

Appointments are **by the Mayor confirmed by the Board of Directors**, two appointments are needed. The terms will expire July 15, 2016.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
Administrative Offices FAX (479) 784-2430

TRANSIT ADVISORY COMMISSION

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

The commission was established April 7, 1998. The Transit Advisory Commission consists of five members appointed by the Mayor, confirmed by the Board of Directors and each serves three year terms. Meetings are quarterly at 3:00 p.m. in the Transit Department first floor at 6821 Jenny Lind Road.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Randy Burress 4109 Marshall Drive (04) 785-3765 (h)	07/01/01	07/15/13
Charles Poole 8503 Ashberry Court (08) 478-6883 (h) cpoolec@cox.net	07/20/10	07/15/13
Charles Mills Retired 8900 Copper Oaks Ln (03) 452-4783 (h)	07/15/08	07/15/14
Dustin Perceful 4615 South R Street (03) 651-0865 (h) 471-3482 (w) ke5sxm@gmail.com	05/15/12	06/15/15
Treopia Jordan 1014 Trenton Drive (08) 434-4042 (h) treopia@sbcglobal.net	05/15/12	06/15/15

Transit

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 11 May 2013

Name: Charles Poole

Home Telephone: 479-478-6883

Home Address: 8503 Ashberry Ct.

Work Telephone: 4

Zip: 72908

Email: Cpoolec@cox.net

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

Education: H.S. Some College

Professional and/or Community Activities:

Additional Pertinent Information/References:

Are you a registered voter in the City of Fort Smith? Yes X No

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

Yes No X

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from considering...

Drivers License information will be [redacted] Date of Birth [redacted] (This background check of all applicants)

I am interested in

- () Audit Committee
() Advertising & Promoting Commission
() Airport Commission
() Animal Services Advisory Board
() Arkansas Fair & Exhibition Facilities Bd
() Benevolent Fund Board
() Bldg. Bd. Of Adjustment and Appeals
() Central Business Improvement District
() Comprehensive Plan Steering Committee
() Convention Center Commission
() Civil Service Commission
() Community Development Advisory Com.
() County Equalization Board
() Electric Code Board of Appeals
() Fire Code Board of Appeals & Adjustments
() Historic District Commission
() Housing Assistance Board
() Housing Authority
() Library Bd of Trustees
() Mechanical Bd of Adjustments and Appeals
() Oak Cemetery Commission
() Outside Agency Review Panel
() Parking Authority
() Parks & Recreation Commission
() Planning Commission
() Plumbing Advisory Board
() Port Authority
() Property Owners Appeals Board
() Sebastian County Reg. Solid Waste Mgmt. Bd.
() Sister Cities Committee
() Transit Advisory Commission
() Residential Housing Facilities Board

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 5-20-13

Name: RANDY C. BURRESS Home Telephone: 479-785-3765

Home Address: 4109 MARSHALL DR. Work Telephone: NA

Zip: 72904

Email: BLINDMAN57@JUNO.COM

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

Education: COMPUTER TEACHING INSTRUCTOR

Professional and/or Community Activities: ARK. COUNCIL FOR THE BLIND

Additional Pertinent Information/References: KEN SAVAGE - TRANSIT DIRECTOR

SEAN LAMASTUS - UPS DRIVER RANDY JORDAN - VENDING OPERATOR

Are you a registered voter in the City of Fort Smith? Yes No

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

Yes NO

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration. NA

Drivers License ARK NON DRIVER 000000 Date of Birth 000000 is
information will be use to conduct a _____ of all applicants

I am interested in serving on the (please check):

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Comprehensive Plan Steering Committee | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> Electric Code Board of Appeals | <input checked="" type="checkbox"/> Transit Advisory Commission |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Historic District Commission | |
| <input type="checkbox"/> Housing Assistance Board | |



June 12, 2013

TO: Members of the Board of Directors
Members of the Parks and Recreation Commission

RE: Appointments:

The term of Derek Goodson on the Parks and Recreation Commission will expire August 31, 2013. In accordance with Ordinance No. 2926 applications for this prospective vacancy are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on July 8th, 2013. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack".

Ray Gosack
City Administrator

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
Administrative Offices FAX (479) 784-2430



June 12, 2013

TO: Members of the Board of Directors
Members of the Planning Commission

RE: Appointments:

Mr. John Huffman of the Planning Commission has resigned effective June 10th, 2013. In accordance with Ordinance No. 2926 applications for this prospective vacancy are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on July 8th, 2013. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Ray Gosack".

Ray Gosack
City Administrator

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
Administrative Offices FAX (479) 784-2430