



Mayor – Sandy Sanders

City Administrator – Ray Gosack

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Keith D. Lau

Ward 2 – Andre' Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Pam Weber

At Large Position 6 – Kevin Settle

At Large Position 7 – Philip H. Merry Jr.

AGENDA
Fort Smith Board of Directors
Study Session
October 8, 2013 ~ 12:00 Noon
Fort Smith Public Library Community Room
3201 Rogers Avenue

1. Discuss River Valley Sports Complex at Chaffee Crossing
2. Review proposed amendment regarding storage location of sanitation containers
~ *Lorenz/Weber placed on agenda at the October 1, 2013 regular meeting* ~
3. Review preliminary agenda for the October 15, 2013 regular meeting



Memo:

September 30, 2013

To: Ray Gosack, City Administrator
From: Mike Alsup, Parks and Recreation Director
Re: RVSC plan for tournament softball fields at Chaffee Crossing

The River Valley Sports Complex (RVSC) project business plan was introduced in October of 2011 by Lee Webb and Jake Files to the Board of Directors as a project to be funded by the Sales and Use Tax approved by the citizens in 2012. Their last proposal requests \$1.6 million in funding from the Sales and Use Tax and requires many donated services, materials, and other contributions to complete construction of eight fields and amenities and to operate the facility.

The City Attorney has given an opinion on the execution of this project as it relates to the State of Arkansas law governing purchasing for municipalities. In order to meet these requirements, the City will follow the purchasing policy and state laws and award all contracts. A construction manager is recommended as the best method of organizing and coordinating this project because the project will not be bid as a lump sum but in trades to take advantage of the donated materials and in-kind services.

The project sequence will include:

1. Select engineering and architect firms to design the project
2. Have the trees removed from the site
3. Have the stumps removed from the site
4. Provide the grading plan to the Army for the training exercise
5. Work with the Army to provide the materials and supplies needed to complete the grading and other work
6. Bid the rest of the work to complete the project
 - a. Get the utilities on site and located for connection
 - b. Concession stand/restroom buildings, dugouts, and support buildings
 - c. Fence, mow strip
 - d. Sports Lighting, parking lot lighting
 - e. Irrigation

- f. Sod fields and ball field area, seed common areas beyond the fields
- g. Select Infield Material and treatment, under drain system
- h. Landscaping, trees, shrubs, landscaped beds, parking lot islands
- i. Site Furnishings, bleachers, benches, water fountains, playground, trash receptacles, shade structures
- j. Score Boards
- k. Batting Cages and pitching warm up
- l. Parking Lots (if not completed)
- m. Sidewalks (if not completed)
- n. Finish storm drain system

The first action will be to hire an engineering firm to produce construction documents for the project. The work planned to be accomplished by the U.S. Army includes grading the site in 2014 as a training exercise. Their work will not include clearing trees and stumps. The training exercise will be directed to preparing a rough site for development by leveling the area to specific grades. They may work through the night at times to train for night time conditions. If the project progresses as planned, the overall site will be graded; ball fields laser graded ready for irrigation, sod and infield material; building pads ready for construction of the buildings; and parking lots graded and graveled ready for pavement. Parking lot and sidewalk work could potentially be completed if time allows. It is important to note that weather conditions, availability of materials and supplies, unknowns below the surface, and other variables will dictate the progress and end product of the military training mission. Also, due to budget cuts and other unknown factors at this time, the project could be delayed or rejected up to the time units arrive to begin work. The City is responsible for providing and paying for all materials needed on the project which will include fuel, gravel, concrete, asphalt, and other materials and supplies. Funding for such materials will come from the \$1.6 million allocated for the project.

After this phase of work, the rest of the project will be bid. This will include getting utilities on site; building the concessions and restroom buildings and support buildings; installing irrigation, sod, infield soil mix, fence, sports lighting, bleachers, parking lot lighting, score boards, and landscaping; and may include paving, sidewalks, and other finishes.

A concern in proceeding with this project is the cost and possibility that the donations and in-kind services do not cover the costs above \$1.6 million that the City has committed to building this facility. To date no written commitments have been provided to the City from any company, organization, or individual regarding donations for this project.

If RVSC cannot deliver the project for the amount of funding budgeted:

- The project could sit idle waiting for additional donations
- The project could be partially completed. Public funds expended and donations received at that point could be put at risk.
- The City could fund the project at a higher level delaying other projects

Tournament quality sports facilities of this type bid in the traditional manner with eight (8) fields and amenities cost \$6 to \$8 million. The new softball and baseball complexes in Conway, Arkansas are a good example of recent projects in Arkansas of this type. The actual cost of Conway's baseball and softball complexes were in this range.

Funding at a higher level to complete the project will delay other projects. These projects include the development of the sports fields on Riverfront Drive, trails, neighborhood parks, Belle Grove Center, and improvements to existing parks.

An operating agreement should be approved along with construction of the facility. Along with the proposal to build the facility, RVSC states in the plan that they can operate the facility under an agreement similar to the Church League agreement without funding for operations from the City. The plan states that other facilities like this one provide for future improvements using operational profits. RVSC's financial plan projects expenses to be \$194,500 per year and revenues \$398,360 for a net operating income of \$203,860 per year. What if the operation of the facility falls back in the hands of the City? What should the City expect in terms of operating costs and revenues? I am not aware of any city operated sports facilities that break even or make a profit. In researching the facilities provided by RVSC as examples, only one was found to break even; it is a privately owned facility located near San Antonio. They struggle year to year to make ends meet.

Today there are many cities with facilities hosting similar tournaments throughout the year. Rogers and Conway have recently opened new facilities. In order to compete with these facilities, Fort Smith would need to provide a high quality facility maintained at a high level. Most cities subsidize their tournament quality facilities with taxes. Southaven, Mississippi is an example of a very successful city-operated tournament quality sports complex. Southaven supplements the operation of the recreation program with restaurant tax revenues. Their operating budget for the department was \$3.9 million in 2005 with revenues of \$1.8 to \$1.9 million. They gladly support the tournament facilities due to the tourism generated from the weekend and weeklong tournaments hosted from March through October. A drive to the ball park reveals new businesses that have located in Southaven since the construction and operation of the baseball and softball complexes. New motels, restaurants, retail establishments, and banks line the main road to the sports venue. Rock Island, South Carolina has a five field softball complex that is a primary source of tourism for the city with tournaments hosted most of the year. The sports complex is not self-supporting and requires city funds to operate. In 2005, Rock Island realized approximately \$5.1 million per year in economic impact from tournaments held at the complex.

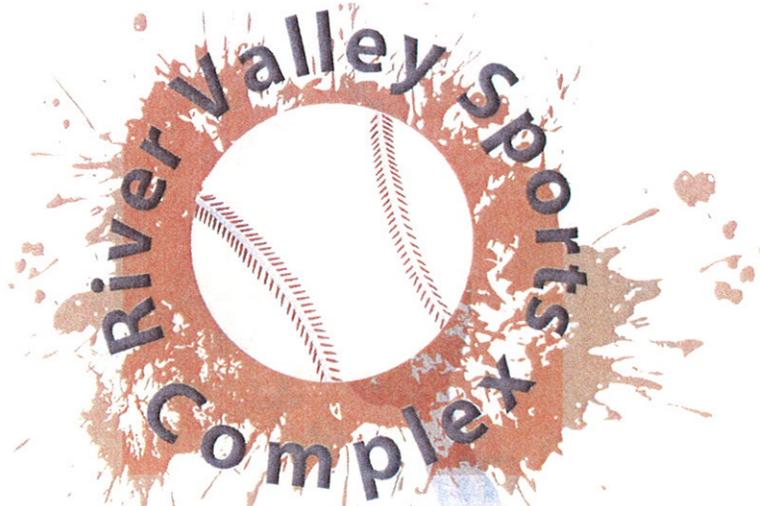
Tournament quality sports complexes that are well built and maintained have proven to benefit cities through increased tourism. Some bring millions of dollars into the local economy every year. Concerns with this project include the significant reliance on donations (stated but as of yet undocumented) to build the facility, an operations plan that anticipates profits while similar facilities require financial assistance to operate; and the absence of a marketing plan or other data substantiating the need for an additional tournament facility in our region. All of the other like facilities researched have one or more leagues using the

facilities and in some cases they operate the facility. No such league play is planned for the proposed facility.

attachments

cc: Jeff Dingman

from Julie Files
Sept. 13, 2011



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

CON'S TO THE CURRENT SOFTBALL FIELDS

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

PRO'S TO A NEW COMPLEX

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

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





In-Kind Donation\$ to Date

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

TOTAL IN-KIND

\$207,000



River Valley Sports Complex



Business Plan October 2011



River Valley Sports Complex Executive Summary

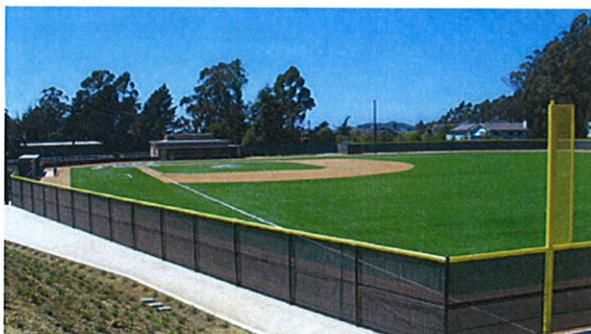
Nearly 40 million kids play organized sports in America each year. In the River Valley Region, we are blessed with over 50,000 children¹, many of whom have an active lifestyle. These children and their families who participate in softball and baseball team sports use the things they learn about teamwork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



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

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

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



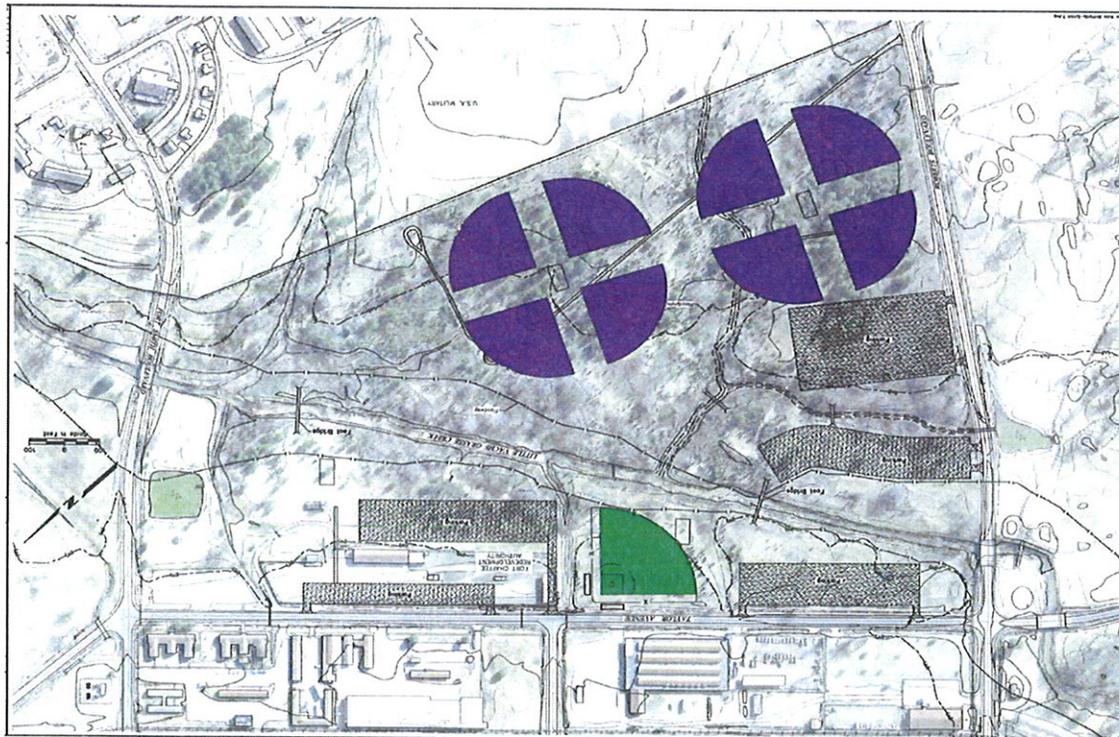
The funding of the RVSC will come from public and private entities alike, and we will provide a long-term management of the Complex that will allow for turnover, succession, and long-term success. These kind of facilities have shown to be profitable and supported by the community when they are run properly,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

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



Mission Statement:

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



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

1.1 Objectives

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

1.2 Mission

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



1.3 Keys to Success

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

Organization Summary

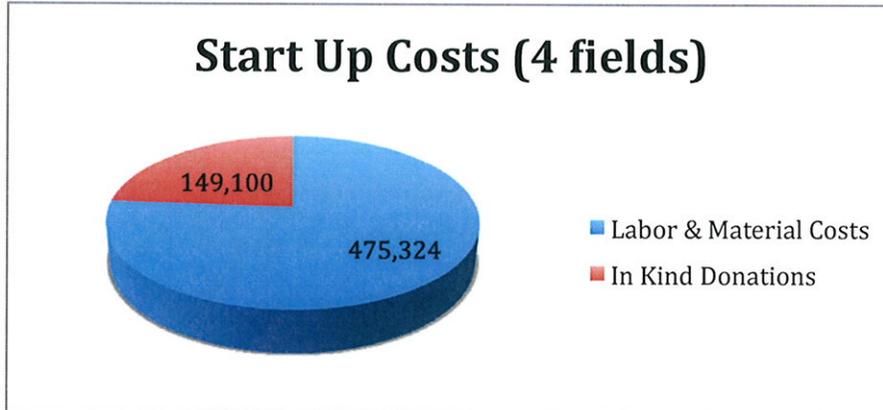
River Valley Sports Complex will be a private, non-profit organization that will manage and maintain the Complex at Chaffee Crossing while leasing the grounds from the city of Fort Smith or Sebastian County.

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

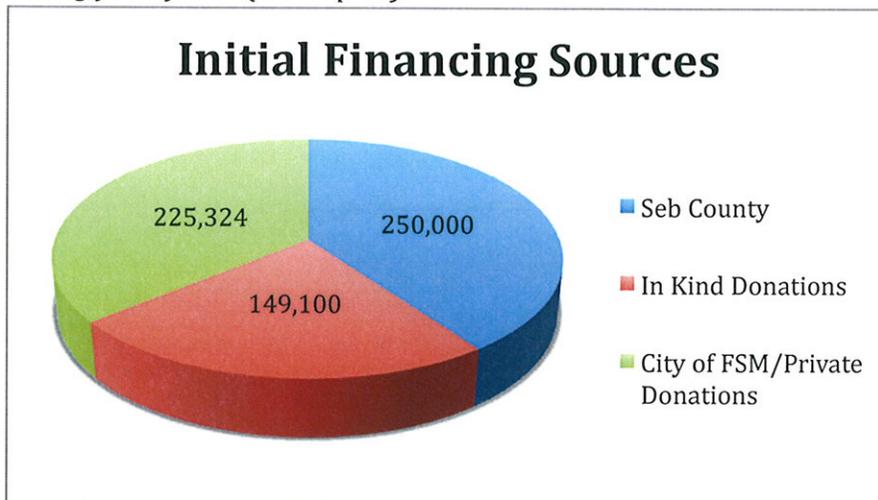
2.1 Start-up Summary

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

Start up Costs for 4 fields (1 complex):



Initial Financing for 4 fields (1 complex):



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

Services

RVCS will offer the following opportunities during the year:

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



Market Analysis Summary

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

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

Strategy and Implementation Summary

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

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

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



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

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

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

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



3.1 Competitive Edge

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



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

3.2 Fundraising Strategy

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

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

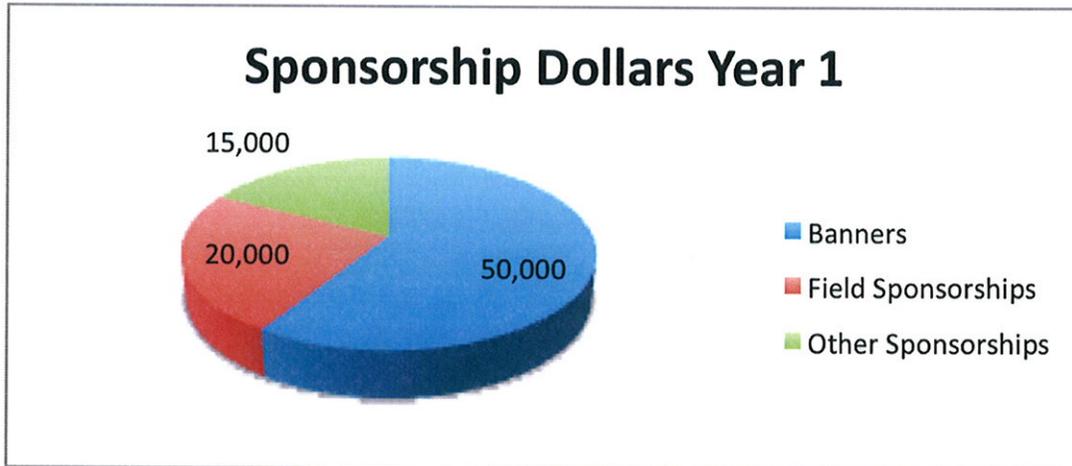
First, without a sense of ownership in the program the community will not support the program over time. Second, a monetary commitment to the program creates an expectation of services that will push the program to become more responsive to the community needs.



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

3.2.1 Funding Forecast

The following is the funding forecast for three years.



Management and Financial Summary

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

Management Plan

4.1 Personnel Plan

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

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

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

Financial Plan

5.1 Operating Budget with Revenue & Expenses

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

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

5.2 Start-up Costs for Fields

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

*no parking lot costs built into this

*for 8 fields, added an additional bathroom complex

*no shade pavilions built into this

*concession will service 4 fields and 8 fields together

5.3 Tournament Proforma

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

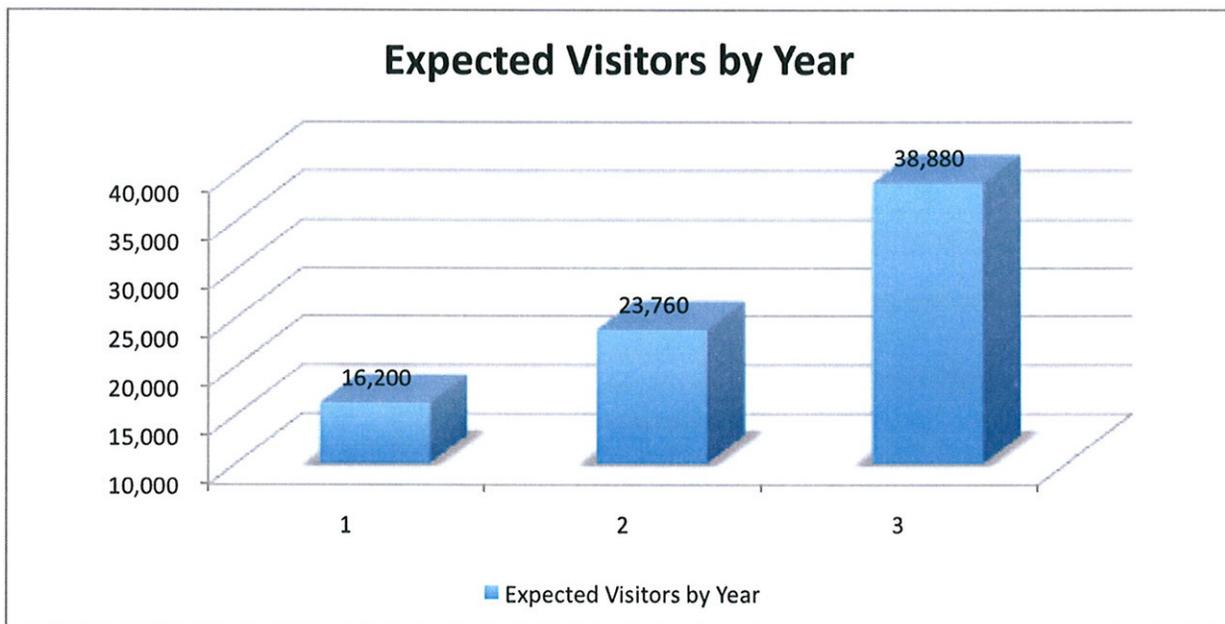
Tournament Income Breakdown				
Fields	4			
Tournaments	18			
Teams per Tourn	20			
Revenue:				
Entry Fees	\$81,000	\$225	per team	\$4,500
Gate Fees	\$72,000	\$200	per team avg	\$4,000
Concession	\$90,000	\$250	per team avg	\$5,000
Total Income	\$243,000			\$13,500
Expenses:				
Umpires & Food	\$63,000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

5.4 Expected Site Visitors

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

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

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



DRAFT

Memo:

December 8, 2011

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

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

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

1. Who is RVSC?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. What level of playing surface is being planned?

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

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

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

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

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

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

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

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

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

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

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

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

**RIVER VALLEY SPORTS COMPLEX
BUILDING ESTIMATES
FIELD COSTS**

	Actual Cost	TTL--4 fields	TTL--8 field	TTL--10 fields	
Engineering	\$ 4,500	\$ 18,000	\$ 36,000	\$ 45,000	
Construction Mgmt	\$ 6,500	\$ 26,000	\$ 52,000	\$ 65,000	
Dirt work/excavation	\$ 15,000	\$ 60,000	\$ 120,000	\$ 150,000	
Clay Mix for infields	\$ 5,000	\$ 20,000	\$ 40,000	\$ 50,000	
Lighting					
Materials	\$ 48,000	\$ 192,000	\$ 384,000	\$ 480,000	SPEC:Musco
Panels/Switch Gear	\$ 7,500	\$ 30,000	\$ 60,000	\$ 75,000	
Crane Install	\$ 2,400	\$ 9,600	\$ 19,200	\$ 24,000	
Labor	\$ 7,500	\$ 30,000	\$ 60,000	\$ 75,000	
Fencing	\$ 24,900	\$ 99,600	\$ 199,200	\$ 249,000	
Covering for Seating area	\$ 10,500	\$ 42,000	\$ 84,000	\$ 105,000	
Seating					
Dugout	\$ 2,650	\$ 10,600	\$ 21,200	\$ 26,500	
Spectator	\$ 4,200	\$ 16,800	\$ 33,600	\$ 42,000	
Timekeeper	\$ 425	\$ 1,700	\$ 3,400	\$ 4,250	
Scoreboards	\$ 2,500	\$ 10,000	\$ 20,000	\$ 25,000	
Landscaping					
Sod	\$ 6,500	\$ 26,000	\$ 52,000	\$ 65,000	
Irrigation	\$ 4,200	\$ 16,800	\$ 33,600	\$ 42,000	
Other/Contingency	\$ 3,000	\$ 12,000	\$ 24,000	\$ 30,000	
SUB-TOTALS	\$ 155,275	\$ 621,100	\$ 1,242,200	\$ 1,552,750	
	per field	4 fields	8 fields	10 fields	

COMMON AREAS

Concession/Walkways

Site Prep	\$ 2,000			
Plumbing	\$ 3,500			
HVAC	\$ 4,500			
Concrete	\$ 5,000			
Masonry	\$ 6,000			
Framing	\$ 2,500			
Lumber/Materials	\$ 15,000			
Electrical	\$ 4,500			
Doors/Windows	\$ 1,500			
Concrete Sidewalks	\$ 30,000			
Bathrooms	\$ 50,000			
	\$ 124,500	\$ 124,500	\$ 249,000	\$ 373,500
Each bldg 1820 SF		4 fields	8 fields	10 fields
Cost per SF: \$68.21		\$ 745,600	\$ 1,491,200	\$ 1,926,250

Less Donations of in-kind labor & mater \$ (89,000) \$ (188,000) \$ (227,000)

TOTAL COSTS TO BUILD COMPLEX \$ 656,600 \$ 1,303,200 \$ 1,699,250

CHAMPIONSHIP FIELD COSTS \$ 300,000

TOTAL COST FOR BUILDING MINUS DONATED LABOR/IN-KIND \$ 1,999,250

*no parking lot costs built into this

*1 concession/bathroom/storage complex for each 4-field area; smaller version for 2 field area

*no shade pavilions built into this

River Valley Sports Complex

Operating Proforma

ANNUAL INCOME	<i>if 10 fields*</i>
Tournament Income (net of expenses)	\$ 86,320
Field Rental by schools (2 high schools home fields)	\$ 30,000
Field Rental for practice	\$ 5,000
City maintenance agreement for Andrews replacement	\$ 12,000
Sponsorship Income	
Banners	\$ 75,000
Field Sponsors	\$ 40,000
Other Marketing	\$ 30,000
Total Income	\$ 278,320
ANNUAL EXPENSE	
Tournament Director	\$ 45,000
Head Groundskeeper	\$ 37,500
Full time assistant field supervisor	\$ 27,500
Add'l Personnel in busy season	\$ 25,000
Equipment	\$ 30,000
Insurance/Taxes	\$ 10,000
Maintenance Equipment	\$ -
Fuel	\$ 12,500
Repairs	\$ 16,000
Maint Supplies/Oil/	\$ 4,500
Supplies	\$ 12,000
Field Maintenance (Herbicide/Fert)	\$ 30,000
Utilities (part of lease agreement pd by city)	\$ -
Total Expenses	\$250,000
Net Operating Income	\$ 28,320

Assumptions:

Based on 8 month season (March-October)

Based on 50% usage (18 of the 36 weeks)

Tournament numbers (income/expenses per tourn) taken directly from Russellville complex with 4 fields

Tournament Income Breakdown			
Fields	8		
Tournaments	18		
Teams per Tourn	20		
Revenue:			
Entry Fees	\$81,000	\$225 per team	\$4,500
Gate Fees	\$63,000	\$175 per team a ¹	\$3,500
Concession	\$81,000	\$225 per team a ¹	\$4,500
Total Income	\$225,000		\$12,500
Expenses:			
Umpires & Food	\$63,000	\$175 per team a ¹	\$3,500
Add'l field personnel	\$12,960	\$720 per	\$720
Trophies	\$21,600	\$60 per team a ¹	\$1,200
Tourn Workers-Gate	\$4,320	\$240	\$240
Tourn Workers-Concession	\$28,800	\$1,440	
Field Rental (utilities)	\$8,000	\$400 per team a ¹	\$444
Total Expenses	\$138,680		\$7,704
Net Income	\$86,320	per tourn	\$4,796

DAILY & WOODS

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BEN CORE (1924-2007)

September 10, 2013

Mr. Jeff Dingman
Deputy Fort Smith City Administrator
623 Garrison Avenue, 3rd Floor
Fort Smith, AR 72901

Re: City of Fort Smith Sports Field Complex

Dear Mr. Gosack:

In response to our letter of August 19, 2013, Mr. Webb and Mr. Files requested a meeting. We met on Thursday, September 5, 2013, and had a discussion of proposals and potential methods by which the City of Fort Smith might design and construct a tournament quality eight (8) field sports complex on City owned property in the Chaffee Crossing area. This letter is intended to summarize our discussions.

1. All agreed that the contemplation of volunteered services and materials as a key element of the proposed project mitigated against the use of a construction management approach to the project. Similarly, timing of volunteered elements of the project mitigates against a private developer constructing the project and delivering the completed project to the City even assuming permission to do so on the City's property and even with a reasonable, periodic schedule for delivery of the anticipated \$1.6 million City contribution to the project.

2. Instead, the discussion evolved into an approach whereby the promoters would continue to be involved as volunteers with the project being developed through a series of City contracts.

(a) The initial phase of such a project would involve a significant contribution by the National Guard to deliver final site preparation including delivery of graded earth work for the sports complex and subgrade installation of parking lots and sidewalks.

(b) The contemplation is that the Board of Directors would approve a project budget of \$1.6 million subject to expenditure by the City Administrator pursuant to the City's purchasing procedures including submission to the Board of contracts outside the Administrator's authority. This initial phase of the project would consist of several elements:

(i) An engineering contract to produce the necessary engineering plans for preparation of the site at an anticipated cost of less than \$50,000 to be negotiated pursuant to the administrator's authority provided by Fort Smith Code Section 2-182(d)(3);

(ii) The City would proceed with a contract to clear the timber from the subject

portion of the property. Presumably the contract would be approved by the Board without competitive bidding based on the exceptional circumstances that (1) previous bidding earlier this year resulted in no bidders and (2) the limited time period in which the clearing can be accomplished;

(iii) The money acquired from the timber sales would be used to enter into a contract for the clearing of stumps from the subject portion of the property (presumably the cost will be sufficiently low that the services can be acquired pursuant to the Administrator's authority); and,

(iv) The City would enter into an intergovernmental agreement with the National Guard for the performance of the initial phase of the project with the only expense to the City being a sum (hopefully less than \$20,000 to remove any possible legal challenge) for incidental materials used in the project. Significant cost materials, such as base materials for preparation of parking lots and sidewalk, would be the obligation of the City to be supplied by donation, purchase within the Administrator's authority or by Board approval if in excess of the Administrator's authority.

The goal of the initial phase of the project would be to produce (in the summer of 2014) a grade ready site for the final phase of construction of the sports complex, at a cost expected not to be greater than \$100,000 of the \$1.6 million budget.

Hopefully, the development of a grade ready site the project would provide time for the development of further donations and verification of project potential so as to encourage additional donations.

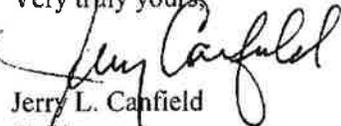
3. Upon successful completion of the initial phase described in (2) above, the City would then make decisions regarding the completion of the project. Some elements (for example, fence installation) might be accomplished by a combination of City purchase of fencing materials and volunteer installation. Construction of structures could be accomplished by normal bidding, construction management, or a series of negotiated contracts utilizing the services of a construction supervisor. Each contract for the purchase of materials or the receipt of donated materials and services would have to comply with existing state law and City purchasing procedure.

4. The circumstances may suggest that future operation of the facility be considered following completion of a grade ready project site but prior to final completion of project facilities.

I am attaching a copy of Fort Smith Ordinance 93-12 which provides the current procedures for purchasing material, improvements and services by the city administrator.

Thank you for your attention to this matter.

Very truly yours,



Jerry L. Canfield
JLC/cmm

Enclosure

cc: Mr. Lee Webb
Mr. Jake Files

Memo



To: Ray Gosack, City Administrator
From: Jeff Dingman, Deputy City Administrator
Date: 10/3/2013
Re: Ordinance regarding placement of Automated Carts

At the October 1 regular meeting, the Board of Directors tabled consideration of an ordinance regarding removal and placement of residential solid waste carts and recyclables containers from the street right-of-way and out of the front yard after collection until the next regular meeting. In the meantime, the Board asked for clarification of several enumerated points regarding the proposed ordinance, as such:

1. **Who is responsible for enforcement?** The Neighborhood Services division is currently responsible for enforcement of this property maintenance related issue. The rule as it currently exists is that sanitation carts/containers must be removed from the right-of-way within a specific timeframe, and Neighborhood Services has an established procedure for dealing with such violations (attached). The proposed ordinance simply changes the rules governing where the sanitation carts/containers may be placed when not set out for collection, so the existing procedures would still apply once they are adjusted to reflect the new placement rules.

In practice, the Department of Sanitation currently places an information sticker on carts that are left in the right-of-way when and if they are noticed. Neighborhood Services currently operates on a complaint basis, but when a complaint is registered, a courtesy notice explaining the ordinance is sent to the account holder (the property owner and the tenant, if applicable). If not cured after seven days, a warning ticket is issued. If not cured after another seven days, a formal citation may be written and served, notifying the violator (the account holder) of a misdemeanor violation and notice to appear in district court. This procedure follows Section 1-13 of the Fort Smith Municipal Code.

2. **What are violation penalties?** When a citation is issued along with a summons to appear in Fort Smith District Court for any misdemeanor violation, Section 1-9 of the Municipal Code sets forth penalty options to be considered by the district court. Generally, the court may impose a fine not exceeding five hundred dollars, and may consider more for repeat offenders. In practice, the district court judges often use their discretion to allow suspension of any fine imposed if the matter is cured to the court's satisfaction.
3. **What is the budget impact?** We have noted that the Neighborhood Services division operates with three inspectors plus a supervisor who operate on a complaint basis to address property maintenance violations all over the City. The placement of sanitation carts/containers is already one of the violations that they work when complaints are issued. Adjusting the regulations regarding where sanitation carts/containers may be placed may very well increase the number of actual violations across the city, but it may or may not increase the number of complaints registered with the division for follow-up. As the Board has discussed recently, a more proactive or aggressive approach to property maintenance violations, including this specific violation, will require providing more resources (personnel/equipment) to the Neighborhood Services division.

4. **Language Adjustments.** For the Board's discussion, a few suggestions to the proposed language of the new code section have been offered, such as:

- Eliminate the word "Emptied" at the beginning of the second sentence.
- Eliminate the reference to "right-of-way" from the ordinance title and the second sentence.
- Include specific language to the end of the second sentence so that it reads "...out of the front yard and behind the front building line of the main structure (e.g., in a side yard, rear yard, or carport)."

In summary, there should be no impact on staff's procedures for handling such violations other than adapting to the change in placement rules unless a more proactive approach is desired. Additional discussion of the points enumerated above will help format the ordinance so that it addresses the Board's concerns as intended. Please let me know if additional information is needed.

Fort Smith Municipal Code (excerpts)

Sec. 1-9. Penalty for violations.

(a) In this section "violation of this Code" means:

(1) Doing an act that is prohibited or made or declared unlawful, an offense or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.

(2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance.

(3) Failure to perform an act if the failure is declared a misdemeanor or an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.

(b) In this section "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty unless it is provided that failure to perform the duty is to be punished as provided in this section.

(c) Except as otherwise provided, a person convicted of a violation of this Code shall be punished by a fine not exceeding five hundred dollars (\$500.00), or double such sum for each repetition thereof. If the violation is, in its nature, continuous in respect to time, the penalty for allowing the continuance thereof is a fine not to exceed two hundred fifty dollars (\$250.00) for each day that the same is unlawfully continued.

(d) If a violation of this Code is also a misdemeanor under state law, the penalty for the violation shall be as prescribed by state law for the state offense.

(e) The imposition of a penalty does not prevent revocation or suspension of a license, permit or franchise.

(f) Violations of this Code that are continuous with respect to time are a public nuisance and may be abated by injunctive or other equitable relief. The imposition of a "penalty" however does not prevent the simultaneous granting of equitable relief in appropriate cases.

(Code 1976, §§ 1-8, 1-9, 2-59)

State law reference— Ordinance violations, A.C.A. §§ 14-55-501 et seq., 15-55-601 et seq.

Sec. 1-13. Issuance of citations and warning notices of offense.

(a) Any employee of the city designated as a code enforcement officer or inspector within the planning and zoning division, building safety division, neighborhood service division and animal control division, who has the duty of enforcing municipal codes, ordinances or regulations related to their division is authorized to issue to an offender either a citation to appear in district court or a warning notice of offense for the violation of any ordinance or city code provision for which the employee has enforcement responsibility.

(b) Citations for violations should be issued only when the violator is physically present at the time and place of violation. The violator shall be requested to sign the citation, but refusal to sign shall not relieve the violator of the obligation to appear in court as specified on the citation, and the issuing code enforcement officer or inspector shall note upon the citation any refusal by the violator to sign.

(c) A warning notice of offense should be used in instances where the violator is not physically present to receive a citation. A warning notice of offense shall be served by either mailing a copy thereof to the violator by any form of mail or by posting a copy thereof upon the property of the violator which forms a basis for the violation. If the violation is not corrected within the time frame specified by the code enforcement officer or inspector, as instructed on such warning notice of violation, the code enforcement officer or inspector shall swear out a complaint with the city prosecuting attorney for the purpose of obtaining a criminal summons for the violation.

(d) Both the citation form and the warning notice of offense shall state the name and address of the violator and the date of violation, shall contain a statement of the nature of the violation, and shall be signed by the code enforcement officer or inspector having knowledge of such violation.

(e) Nothing in this section shall prohibit the exercise of authority by police personnel, the use of discretionary warning tickets, or the use of a separate form of parking ticket or uniform traffic ticket by police personnel.

(Ord. No. 51-08, 9-16-08)

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 25-268(b) OF THE
FORT SMITH MUNICIPAL CODE REGARDING THE REMOVAL AND
PLACEMENT OF RESIDENTIAL SOLID WASTE CARTS AND RECYCLABLES
CONTAINERS FROM THE STREET RIGHT-OF-WAY AFTER COLLECTION**

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

Section 1: Section 25-268(b) of the Fort Smith Municipal Code is amended to read as follows:

(b) For properties receiving residential sanitation service, solid waste carts, recyclables containers, solid waste, and yard waste may not be set out at the street right-of-way for collection before 12:00 noon on the day before collection. Emptied solid waste carts, recyclables containers and uncollected material exceeding collection standards shall be removed from the street right-of-way no later than midnight the day of collection and shall then be stored in such a manner as to be out of the front yard (e.g., in a side yard, rear yard, garage or carport).

Section 2: Emergency Clause. In order to preserve and protect the aesthetic value of individual neighborhoods and residences, and thus it being necessary to provide for the general welfare of the City’s inhabitants, an emergency is hereby declared to exist and this ordinance shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney
Publish 1 time



Neighborhood Services Division

P.O. Box 1908, 623 Garrison Ave., Fort Smith, AR 72902

Municipal Ordinance 25-268 Procedure – PROTECTION OF PROPERTY*

*Grass Clippings and Trash Containers:

(a) It shall be unlawful for any person to sweep, throw or otherwise deposit or cause to be swept, thrown or otherwise deposited any garbage or litter into or on any public street, alley, sidewalk, park or the property of another person or property which is in the possession of another person within the corporate limits and police jurisdiction of the city or to permit any garbage or litter to accumulate in such manner that it may be carried and deposited into or on any of the above places by action of the rain, wind, or snow.

(b) For properties where the land use is residential, garbage cans, recycling containers, solid waste, and yard waste may not be set out at the street right-of-way for collection before 12:00 noon on the day before collection. Emptied garbage cans, recycle containers and uncollected material exceeding collection standards shall be removed from the street right-of-way no later than midnight the day of collection. The provisions of this subparagraph (b) do not apply to alley rights-of-way.

(Code 1976, § 14-8; Ord. No. 89-99, § 15, 12-21-99; Ord. No. 82-04, § 1, 12-7-04)

Step 1

When a complaint is received in reference to subsection **(a)** above, such as grass clippings being deposited in the street, or subsection **(b)** above, sanitation containers being left curbside in violation of this code, the complaint will be entered into the Complaint Log-in database.

Step 2

A Service Request Form (previously Complaint Form) will then be filled out and given to the appropriate inspector for follow up. The inspector will perform an inspection within three (3) working days to determine if a violation exists. If the inspector is on vacation, sick leave, etc. or unable to perform the inspection in a timely manner, the Service Request Form is to be given to the Property Maintenance Supervisor for follow up.

Note: If the complaint is in reference to a container left curbside, the inspector needs to verify sanitation's day of service for the area and schedule any inspections between the service days. If the violation is located at a multi-family unit(s) where the automated containers are in use, there is a serial number on the front of each container. The inspector will call the Sanitation Department at (479)784-2350 and identify themselves and advise them of the reason for the call and give them the serial number of the container(s) that is in violation. Sanitation can then identify which apartment the container(s) belongs to.

Step 3

After the inspection has been performed and a determination has been made the inspector will note on the Service Request Form the action taken and return the form to the office staff for updating in the Complaint Log-in database.

If the inspector determined that there was no violation, then no further action is necessary.

If the Inspector determined that there was a violation, then proceed to Step 4.

Step 4

The inspector is to attempt to make contact with the occupant of the property and advise them of the violation and what would be required to bring the property into compliance. A Courtesy Notice and a copy of the Municipal Code should be given to the occupant. If no one is home, the inspector will leave the copies posted on the property. Upon returning to the office, the inspector will give the original copy of the Courtesy Notice to office staff for filing, and set the next inspection date for one (1) week later.

If upon re-inspection the following week the property is in compliance, no further action is needed. If the property is still in violation proceed to Step 5.

Step 5

With the property remaining in violation a Warning Ticket will be given to the occupant and it will be explained that they have seven (7) days to bring the property into compliance in an effort to avoid a Citation and court appearance. If no one is home a copy of the Warning Ticket will be posted on the property along with a 7 Day Extension Notice with a notation explaining that they have seven (7) days to bring the property into compliance in an effort to avoid a Citation and court appearance.

Upon returning to the office the inspector will request the office staff to determine the owner of the property. If the property is owner occupied, no further action is necessary at this time. If the occupant is a tenant, contact the owner and explain the situation and ask for assistance in having the tenant bring the property into compliance. If personal contact with the owner cannot be made, a copy of the Courtesy Notice, a copy of the Warning Ticket and a note asking for assistance in having the tenant bring the property into compliance will be sent to the owner via 1st Class mail.

Step 6

If, upon re-inspection the following week the property is in compliance, no further action is needed. If the property is still in violation a Citation will be issued to the occupant and a court date will be set. Please note that a citation can only be issued in person, therefore every effort to make personal contact with the occupant is required. If no contact can be made and the property remains in violation, then an Affidavit for Criminal Summons is to be filed with the City Prosecuting Attorney's Office.

If the occupant is the owner, no other action is necessary at this time.

If the occupant is a tenant, the inspector will E-Mail the City Prosecuting Attorney the information on the citation for the tenant and request a subpoena be issued for the property owner as well. If an Affidavit for Criminal Summons is filed on the tenant, list the property owner as a witness in the summons. The owner can then testify to the fact that the occupant is the legal resident and responsible for the violation.

Step 7

The inspector will represent the City of Fort Smith in District Court and present the case according to Fort Smith Municipal Codes and follow any decisions handed down by the presiding judge.