

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**

**October 7, 2014 ~ 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 214***

**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 SEPTEMBER 16, 2014 REGULAR MEETING AND OCTOBER 2, 2014 SPECIAL MEETING**

**ITEMS OF BUSINESS:**

1. Ordinance establishing a limited policy of the City of Fort Smith, Arkansas, for the hearing and settling of specifically identified tort claims
2. Resolution approving and authorizing implementation of the Five-Year (2015-2019) Sales Tax Program for street, bridges and related drainage improvements  
~ *Merry/Lau placed on agenda at the September 23, 2014 study session ~*
3. Millage Ordinances
  - A. Ordinance fixing the rate of and levying five (5.0) mills upon all taxable real and personal property in the city of Fort Smith, Arkansas for the year 2014 for general purposes

- B. Ordinance to levy one (1) mill tax upon each dollar of assessed value of taxable real and personal property to be used for maintenance of a public-city library pursuant to the provisions of Amendment No. 30 of the Constitution of the State of Arkansas of 1874 adopted November 5, 1940, and for other related purposes
  - C. Ordinance to levy one (1) mill tax upon each dollar of assessed value of taxable real and personal property for Police Retirement and Pension Fund, pursuant to the provisions of Amendment No. 31 of the Constitution of the State of Arkansas of 1874 adopted November 5, 1940, and for other related purposes
  - D. Ordinance to levy one (1) mill tax upon each dollar of assessed value of taxable real and personal property for Fire Retirement and Pension Fund, pursuant to the provisions of Amendment No. 31 of the Constitution of the State of Arkansas of 1874 adopted November 5, 1940, and for other related purposes
4. Resolution expressing desire of City of Fort Smith regarding Clean Water Act negotiations and direct administration to continue with planned sanitary sewer system improvements ~ *Settle / Lau placed on agenda at the October 2, 2014 special meeting* ~
  5. Resolution of the Board of Directors of the city of Fort Smith certifying local government endorsement of business to participate in the Tax Back Program (as authorized by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003) (*Dixie Consumer Products, LLC.*)
  6. Consent Agenda
    - A. Resolution to accept the bids and authorize a contract for the construction of Street Overlays/Reconstruction Project No. 14-03-B (\$2,119,570.81 / *Engineering Department / Budgeted – Sales Tax Program*)
    - B. Resolution to accept the bids and authorize a contract for the 2014 Street Striping Replacement Project No. 14-85-A (\$51,456.86 / *Engineering Department / Budgeted – Sales Tax Program*)
    - C. Resolution accepting completion of and authorizing final payment to Richardson Roofing, LLC for the re-roofing of the Creekmore pool building and the roof replacement of the Creekmore Community Center (\$8,700.00 / *Parks Department / Budgeted – Capital Outlay Improvements*)

- D. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Nebo Residuals Services, Inc. for Lake Fort Smith and Lee Creek Water Treatment Plant Residuals Lagoon Cleaning (\$500,000.00 / Utility Department / Budgeted – Water and Wastewater General Account)
- E. Resolution authorizing Change Order No. 4 with Crawford Construction Company for the Chaffee Crossing Water Supply Improvements – Pump Station (\$9,885.40 decrease / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)
- F. Resolution accepting the project as complete and authorizing final payment to Crawford Construction Company for the Chaffee Crossing Water Supply Improvements – Pump Station (\$101,427.29 / Utility Department / Budgeted – 2012 Sales and Use Tax Bonds)

**OFFICIALS FORUM ~ presentation of information requiring no official action**

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

- Mayor
- Directors
- City Administrator

**ADJOURN**

AN ORDINANCE ESTABLISHING A LIMITED POLICY OF THE  
CITY OF FORT SMITH, ARKANSAS, FOR THE HEARING AND SETTLING  
OF SPECIFICALLY IDENTIFIED TORT CLAIMS

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

Section 1: The attached Limited Policy of the City of Fort Smith, Arkansas, for the Hearing and Settling of Specifically Identified Tort Claims (“Policy”) is hereby adopted. The Policy supercedes the City’s previous policy adopted by Ordinance No. 68-12 and Ordinance No. 47-13.

Section 2: Chapter 2, Article V, Section 2-221 of the Fort Smith Municipal Code is hereby amended to provide as follows:

The "Limited Policy Of The City Of Fort Smith, Arkansas, For The Hearing And Settling Of Specifically Identified Tort Claims" incorporated herein and made a part hereof, is hereby adopted. The Policy is not set out herein, but is on file and available for inspection in the office of the city clerk. The city administrator is hereby authorized to approve for payment claims resolved under the policy from funds appropriated for that purpose. The maximum reimbursement shall not exceed one thousand dollars (\$1,000.00) per structure per occurrence for sanitary sewer backup claims. The maximum reimbursement shall not exceed three thousand dollars (\$3,000.00) per property per occurrence for water main line break claims. The maximum reimbursement shall not exceed five hundred dollars (\$500.00) per claim for vehicle damage caused by displace manhole lid. The maximum reimbursement shall not exceed ten thousand dollars (\$10,000.00) per single property for building foundation settlement claims. The maximum reimbursement shall not exceed five thousand dollars (\$5,000.00) per structure per occurrence for water service line leak claims.

Section 3: Emergency Clause. It is determined that the adoption of an amended policy for the hearing and settling of specifically identified tort claims is essential to the appropriate administration of the relationship of the city with potential claimants and that the amendments

adopted by this Ordinance are in the public interest. Therefore an emergency is declared to exist, and this Ordinance, being necessary to preserve the health, safety and welfare of the inhabitants of the city, shall be in effect from and after its date of approval.

This Ordinance Passed and Approved this \_\_\_\_\_ day of October 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Publish 1 Time

## **LIMITED POLICY OF THE CITY OF FORT SMITH, ARKANSAS FOR THE HEARING AND SETTling OF SPECIFICALLY IDENTIFIED TORT CLAIMS**

This policy is established to govern the hearing and settling of tort claims arising because of the actions of the employees of the City of Fort Smith. The City acknowledges its immunity from liability, except to the extent that the City may be covered by liability insurance, for damages and further acknowledges that no tort action is permitted to lie against the City because of the acts of its agents and employees. A. C. A. Section 21-9-301 (Repl. 1995). The City determines, by this policy, to hear and settle only those specifically identified tort claims described in the policy and no others, and the City agrees to hear and settle the specifically identified claims only pursuant to the expressed procedures and limitations of liability set forth in this policy. The City reserves the right to amend or repeal in its entirety the policy at any time irrespective of any prior occurrence which could result in a claim(s) or the pendency of a claim(s).

### **I. TORT CLAIMS AS TO WHICH POLICY APPLIES.**

Unless limited by the third sentence of this paragraph I, and according to the limitations and procedures set forth in this policy the City shall receive for hearing and settling tort claims involving allegations of property damage from a sanitary sewer back-up a water main line break, vehicle damage caused by displaced manhole lid, building foundation settlement caused by excavation associated with a City owned underground utility line or facility, or water service line leak arising from the negligent actions of employees of the City. No other tort claims shall be received for processing pursuant to this policy.

Specifically, this policy shall not authorize the processing of claims of personal injury or claims arising from intentional acts of City agents and employees, claims of strict liability, claims

not directly related to the performance of the job duties of the involved City employees (even though they may have been "at work" at the time of the occurrence), or claims covered by any liability insurance policy obtained by the City, obtained by others for the benefit of the City, or obtained by others for their own benefit.

"Sanitary sewer back-up" shall refer solely to property damage claims arising from the negligent actions of City employees proximately causing sanitary sewer flows to discharge from the City's sanitary sewer lines directly (not by over land surface flow) into a structure then utilized for residential, commercial or industrial purpose.

"Water main line break" shall refer solely to property damage claims arising from the negligent actions of city employees proximately resulting in water flow from breaks in City water distribution lines (but not service lines from distribution lines to individual water meters) to enter into residences or structures, or which otherwise causes damage to property.

"Vehicle damage caused by displaced manhole lid" shall refer solely to damage to a vehicle arising from the vehicle striking a sanitary sewer manhole in a public roadway where the manhole lid has been displaced.

"Building foundation settlement" shall refer solely to property damage arising from the negligent actions of City employees during excavation associated with a City owned underground utility line or facility.

"Water service line leak" shall refer solely to property damage arising from the negligent actions of city employees proximately resulting in water flow from defects in City water service lines (but not water main line breaks) entering into residences or structures, or which otherwise causes damage to property.

## **II. PROCEDURE FOR PROCESSING CLAIMS.**

The following procedures shall govern the processing of claims submitted pursuant to this policy.

- (a) The term "City Administrator" shall refer to the City Administrator or his designated agent.
- (b) All claims resulting from an occurrence of back-up on a date prior to the adoption of this policy shall be processed under the policy established by Ordinances No. 68-12 and 47-13. All claims resulting from an occurrence of back-up, water main line break or building foundation settlement on the date or the after the date of adoption of this policy shall be processed under this policy. All claims resulting from an occurrence of a water service line leak on a date after January 1, 2014, shall be processed under this policy.
- (c) Any person making a sanitary sewer backup claim, a water main line break claim, a vehicle damage claim or a water service line leak claim may provide in writing to the City Administrator within thirty (30) days of the occurrence a notice of intention to file a claim. Notice of intention to file a building foundation settlement claim must be provided to the City Administration within three hundred sixty-five (365) days of the excavation activity proximately resulting in the building foundation settlement. Any person who complies with this notice provision may thereafter, within the time limit and according to the procedures set forth in (d) below, file a written claim.
- (d) All claims shall be submitted in writing (containing the name, address and telephone number of the claimant) delivered to the City Administrator within the time periods provided in (c) or, if notice of intention to file a claims has been provided pursuant to (c), within sixty (60) days of delivery of the notice of intention to file a claim. If delivered in writing within the time period provided in (d), the claimant may request an extension of time for filing a claim which may be considered at the discretion of the City Administrator.
- (e) All claims from a sanitary sewer back-up into a single structure shall be consolidated and handled as one claim subject to the \$1,000.00 limitation provided by Section III (b). All claims from a water main line break across a

single property shall be consolidated and handled as one claim subject to the \$3,000.00 limitation provided by Section III (b). All claims for vehicle damage arising from a single occurrence of displaced manhole lid shall be subject to the \$500.00 limitation provided by Section III (b). All claims of building foundation settlement for individual buildings (including detached structures) across a single property shall be consolidated and handled as a claim subject to the \$10,000.00 limitation provided by this policy. All claims for a water service line leak located on a single property shall be consolidated and handled as one claim subject to the \$5,000.00 limitation provided by Section III (b).

When used in this policy, the term “single property” refers to real property, irrespective of platting or description as more than one lot or parcel, owned by the same person, persons, entity or entities.

- (f) All claims, shall be considered by the City Administrator, who shall determine all requisite facts under this policy, including the existence of negligence as described in Section I. The City Administrator shall have the authority to recommend for payment, from funds appropriated for that purpose, such claims. With reference to the existence of negligence on sanitary sewer backup claims, the City Administrator shall assume that any discharge originating in the sewer system of the City (as opposed to the claimant’s service line) proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another caused of the back-up. With reference to the existence of negligence on water main line break claims, the City Administrator shall assume that any flow of water from a broken City water main line proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the water main break. With reference to the existence of negligence on vehicle damage from a displaced manhole lid, the City Administrator shall assume that any such damage proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the displaced manhole lid. With reference to the existence of negligence on building foundation settlement, the City Administrator shall assume that any such damage proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the

building foundation settlement. With reference to the existence of negligence on water service line leak claims, the City Administrator shall assume that any flow of water from a defect in a City water service line proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the water service line leak.

- (g) Claims denied, in whole or part, by the City Administrator may be appealed to the Board of Directors of the City. A claimant shall have a period of ten (10) days, from the date of notification by the City Administrator, to appeal the decision to the governing body of the City. Said notification shall be issued by first class mail to the address indicated by the written claim of the claimant. The ten day period will run from the date of issuance of notification for any claimant whose address is located within the City of Fort Smith. In the event that the claimant's address is located outside the City of Fort Smith, a period of four (4) days shall be added to the period in which an appeal to the governing body may be submitted.
- (h) A claimant's appeal shall be filed in writing and filed with the City Administrator, and the appeal shall be scheduled before the Board of Directors of the City and the claimant notified of the date of the hearing.
- (i) In addition to the other limitations set forth in this policy, compensation paid for damage to real or personal property shall be limited to the cost of repair of the damage or, in the event that the cost of repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damage property minus any salvage value. No compensation shall be granted for inconvenience, loss of use, loss of profits, dislocation expenses or personal injury including, without limitation, emotional distress.
- (j) Unless the requirement is waived or modified by the City Administrator, the claimant shall submit three qualified estimates of the cost of repair of the property in question or three opinions of qualified persons of the fair market value, minus salvage costs, of damaged property.
- (k) For vehicle damage claims arising from a displaced manhole lid, the claimant must also submit a police report documenting the incident.

- (l) The provision of this policy regarding types of claims subject to the policy, limitation periods, limitations on coverage and the other provisions of the policy shall be applicable to all claims including those appealed to the Board of Directors.

### **III. ADDITIONAL LIMITATIONS ON CLAIMS.**

In addition to limitations set forth at other places in this policy, all claims shall be subject to the following limitations.

- (a) No compensation shall be paid on the basis of any claim accruing to the benefit, directly or indirectly, of an insurance carrier. In particular, no compensation shall be based on any claim for property damage if the item of expense is covered by any insurance provision. Any claim may be rejected by the City Administrator or the Board of Directors from further handling in the event that the claimant fails to comply with any reasonable requirement of the City Administrator or the Board of Directors regarding determinations of insurance coverage.
- (b) Under no circumstances shall the City pay in excess of \$1,000.00 on any sewer backup claim. Under no circumstances shall the City pay in excess of \$500.00 on any vehicle damage claim. Under no circumstances shall the City pay in excess of \$3,000.00 on any water main line break claim. Under no circumstances shall the City pay in excess of \$10,000.00 on any building foundation settlement claim. Under no circumstances shall the City pay in excess of \$5,000.00 on any water service line leak claim.
- (c) During any budget year, no claim shall be processed if the total budget appropriation for handling the claims has been expended.
- (d) Acceptance of the sum paid by the City on a claim will constitute a release and discharge of the City from any and all other liability for existing or future claims arising from the occurrence which gave rise to the claim of back-up. Additionally, the acceptance shall acknowledge the limitation set forth in the next sub-paragraph regarding future occurrences.

- (e) After the City has paid a sewer back-up claim at a location in the City (either under this policy, the policy or previous policies), the City shall not thereafter consider or pay a claim under this policy arising from a sewer back-up at the same location presented by the previously paid claimant or said claimant's spouse or immediate family member (parent or child or related person residing in same household).
- (f) This policy shall not apply where there is a written agreement absolving or releasing the City of liability from damage caused by a water main line break or water service line leak.
- (g) As to building foundation settlement claims, this policy shall not permit the processing or paying of a claim of damage to a building which encroaches into a dedicated easement, prescriptive easement area, right-of-way or setback area established by City ordinances which benefit City installation, replacement or maintenance of an underground utility line or facility or where there is a written agreement absolving or releasing the City from liability for damage which may occur due to the presence of an existing or future City underground utility line or facility.

Dated this \_\_\_\_ day of October 2014.

**INTER-OFFICE MEMO**

**TO:** Ray Gosack, City Administrator

**DATE:** October 3, 2014

**FROM:** Steve Parke, Director of Utilities

**SUBJECT:** Water Service Line Damage Claim  
7515 Westminister Place

Mr. Richard Goins, contacted the city indicating that he had experienced damage to the hardwood flooring in his residence and had been advised by his consultants that it could possibly be related to a water leak detected on the city's portion of the water service line. Mr. Goins' residence is lower than the elevation of the street. It is proposed that the water from the leak traveled along the water service line trench to a point under the structure where the resultant excessive moisture created under the concrete slab could rise through a crack in the slab and cause damage to the wood flooring.

The maintenance crews found a small pinhole leak in a fitting before the meter box and made that repair. Following the repair Mr. Goins' flooring contractor documented that the moisture level on the surface of the slab has lowered.

Based upon the receipts that Mr. Goins has provided for the cost of flooring repair for his home, the revised claims policy proposes a maximum payment for damage claims associated with a city water service line leak at \$5,000.00. In order to consider this claim for damage related to a water service line, the Board would need to amend its current damage claims policy to include this type of event. An Ordinance adopting a revised damage claims policy to include water service line leaks is attached for the Board's consideration.

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

attachment

pc: Jeff Dingman

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ESTABLISHING A LIMITED POLICY OF THE  
CITY OF FORT SMITH, ARKANSAS, FOR THE HEARING AND SETTLING  
OF SPECIFICALLY IDENTIFIED TORT CLAIMS

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

Section 1: The attached Limited Policy of the City of Fort Smith, Arkansas, for the  
Hearing and Settling of Specifically Identified Tort Claims (“Policy”) is hereby adopted. The  
Policy supercedes the City’s previous policy adopted by Ordinance No. **68-12 and Ordinance  
No. 47-13.**

Section 2: Chapter 2, Article V, Section 2-221 of the Fort Smith Municipal Code is  
hereby amended to provide as follows:

The "Limited Policy Of The City Of Fort Smith, Arkansas, For The Hearing And  
Settling Of Specifically Identified Tort Claims" incorporated herein and made a  
part hereof, is hereby adopted. The Policy is not set out herein, but is on file and  
available for inspection in the office of the city clerk. The city administrator is  
hereby authorized to approve for payment claims resolved under the policy from  
funds appropriated for that purpose. The maximum reimbursement shall not  
exceed ~~five hundred (\$500.00)~~ **one thousand dollars (\$1,000.00)** per structure  
per occurrence for sanitary sewer backup claims. The maximum reimbursement  
shall not exceed three thousand dollars (\$3,000.00) per property per occurrence  
for water main line break claims. The maximum reimbursement shall not exceed  
five hundred dollars (\$500.00) per claim for vehicle damage caused by displace  
manhole lid. The maximum reimbursement shall not exceed ten thousand dollars  
(\$10,000.00) per single property for building foundation settlement claims. **The  
maximum reimbursement shall not exceed five thousand dollars (\$5,000.00)  
per structure per occurrence for water service line leak claims.**

Section 3: Emergency Clause. It is determined that the adoption of an amended policy  
for the hearing and settling of specifically identified tort claims is essential to the appropriate  
administration of the relationship of the city with potential claimants and that the amendments

adopted by this Ordinance are in the public interest. Therefore an emergency is declared to exist, and this Ordinance, being necessary to preserve the health, safety and welfare of the inhabitants of the city, shall be in effect from and after its date of approval.

This Ordinance Passed and Approved this \_\_\_\_\_ day of **October 2014**.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_ Publish \_\_\_ Time

## **LIMITED POLICY OF THE CITY OF FORT SMITH, ARKANSAS FOR THE HEARING AND SETTling OF SPECIFICALLY IDENTIFIED TORT CLAIMS**

This policy is established to govern the hearing and settling of tort claims arising because of the actions of the employees of the City of Fort Smith. The City acknowledges its immunity from liability, except to the extent that the City may be covered by liability insurance, for damages and further acknowledges that no tort action is permitted to lie against the City because of the acts of its agents and employees. A. C. A. Section 21-9-301 (Repl. 1995). The City determines, by this policy, to hear and settle only those specifically identified tort claims described in the policy and no others, and the City agrees to hear and settle the specifically identified claims only pursuant to the expressed procedures and limitations of liability set forth in this policy. The City reserves the right to amend or repeal in its entirety the policy at any time irrespective of any prior occurrence which could result in a claim(s) or the pendency of a claim(s).

### **I. TORT CLAIMS AS TO WHICH POLICY APPLIES.**

Unless limited by the third sentence of this paragraph I, and according to the limitations and procedures set forth in this policy the City shall receive for hearing and settling tort claims involving allegations of property damage from a sanitary sewer back-up a water main line break, vehicle damage caused by displaced manhole lid, building foundation settlement caused by excavation associated with a City owned underground utility line or facility, **or water service line leak** arising from the negligent actions of employees of the City. No other tort claims shall be received for processing pursuant to this policy.

Specifically, this policy shall not authorize the processing of claims of personal injury or claims arising from intentional acts of City agents and employees, claims of strict liability, claims

not directly related to the performance of the job duties of the involved City employees (even though they may have been "at work" at the time of the occurrence), or claims covered by any liability insurance policy obtained by the City, obtained by others for the benefit of the City, or obtained by others for their own benefit.

"Sanitary sewer back-up" shall refer solely to property damage claims arising from the negligent actions of City employees proximately causing sanitary sewer flows to discharge from the City's sanitary sewer lines directly (not by over land surface flow) into a structure then utilized for residential, commercial or industrial purpose.

"Water main line break" shall refer solely to property damage claims arising from the negligent actions of city employees proximately resulting in water flow from breaks in City water distribution lines (but not service lines from distribution lines to individual water meters) to enter into residences or structures, or which otherwise causes damage to property.

"Vehicle damage caused by displaced manhole lid" shall refer solely to damage to a vehicle arising from the vehicle striking a sanitary sewer manhole in a public roadway where the manhole lid has been displaced.

"Building foundation settlement" shall refer solely to property damage arising from the negligent actions of City employees during excavation associated with a City owned underground utility line or facility.

**"Water service line leak" shall refer solely to property damage arising from the negligent actions of city employees proximately resulting in water flow from defects in City water service lines (but not water main line breaks) entering into residences or structures, or which otherwise causes damage to property.**

## **II. PROCEDURE FOR PROCESSING CLAIMS.**

The following procedures shall govern the processing of claims submitted pursuant to this policy.

- (a) The term "City Administrator" shall refer to the City Administrator or his designated agent.
- (b) All claims resulting from an occurrence of back-up on a date prior to the adoption of this policy shall be processed under the policy established by **Ordinances No. 68-12 and 47-13**. All claims resulting from an occurrence of back-up, water main line break or building foundation settlement on the date or the after the date of adoption of this policy shall be processed under this policy. **All claims resulting from an occurrence of building foundation settlement associated with excavation on a date after January 1, 2009, shall be processed under this policy. All claims resulting from an occurrence of a water service line leak on a date after January 1, 2014, shall be processed under this policy.**
- (c) Any person making a sanitary sewer backup claim, a water main line break claim, a vehicle damage claim or **a water service line leak claim** may provide in writing to the City Administrator within thirty (30) days of the occurrence a notice of intention to file a claim. Notice of intention to file a building foundation settlement claim must be provided to the City Administration within three hundred sixty-five (365) days of the excavation activity proximately resulting in the building foundation settlement. Any person who complies with this notice provision may thereafter, within the time limit and according to the procedures set forth in (d) below, file a written claim.
- (d) All claims shall be submitted in writing (containing the name, address and telephone number of the claimant) delivered to the City Administrator within the time periods provided in (c) or, if notice of intention to file a claims has been provided pursuant to (c), within sixty (60) days of delivery of the notice of intention to file a claim. If delivered in writing within the time period provided in (d), the claimant may request an extension of time for filing a claim which may be considered at the discretion of the City Administrator.
- (e) All claims from a sanitary sewer back-up into a single structure shall be

consolidated and handled as one claim subject to the ~~\$500.00~~ \$1,000.00 limitation provided by Section III (b). All claims from a water main line break across a single property shall be consolidated and handled as one claim subject to the \$3,000.00 limitation provided by Section III (b). All claims for vehicle damage arising from a single occurrence of displaced manhole lid shall be subject to the \$500.00 limitation provided by Section III (b). All claims of building foundation settlement for individual buildings (including detached structures) across a single property shall be consolidated and handled as a claim subject to the \$10,000.00 limitation provided by this policy. **All claims for a water service line leak located on a single property shall be consolidated and handled as one claim subject to the \$5,000.00 limitation provided by Section III (b).**

When used in this policy, the term “single property” refers to real property, irrespective of platting or description as more than one lot or parcel, owned by the same person, persons, entity or entities.

- (f) All claims, shall be considered by the City Administrator, who shall determine all requisite facts under this policy, including the existence of negligence as described in Section I. The City Administrator shall have the authority to recommend for payment, from funds appropriated for that purpose, such claims. With reference to the existence of negligence on sanitary sewer backup claims, the City Administrator shall assume that any discharge originating in the sewer system of the City (as opposed to the claimant’s service line) proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another caused of the back-up. With reference to the existence of negligence on water main line break claims, the City Administrator shall assume that any flow of water from a broken City water main line proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the water main break. With reference to the existence of negligence on vehicle damage from a displaced manhole lid, the City Administrator shall assume that any such damage proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the displaced manhole lid. With reference to the existence of negligence on building foundation settlement, the City Administrator shall assume that any such damage

proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the building foundation settlement. **With reference to the existence of negligence on water service line leak claims, the City Administrator shall assume that any flow of water from a defect in a City water service line proximately arose from a negligent action of the City unless the City Administrator determines there is objective evidence of another cause of the water service line leak.**

- (g) Claims denied, in whole or part, by the City Administrator may be appealed to the Board of Directors of the City. A claimant shall have a period of ten (10) days, from the date of notification by the City Administrator, to appeal the decision to the governing body of the City. Said notification shall be issued by first class mail to the address indicated by the written claim of the claimant. The ten day period will run from the date of issuance of notification for any claimant whose address is located within the City of Fort Smith. In the event that the claimant's address is located outside the City of Fort Smith, a period of four (4) days shall be added to the period in which an appeal to the governing body may be submitted.
- (h) A claimant's appeal shall be filed in writing and filed with the City Administrator, and the appeal shall be scheduled before the Board of Directors of the City and the claimant notified of the date of the hearing.
- (i) In addition to the other limitations set forth in this policy, compensation paid for damage to real or personal property shall be limited to the cost of repair of the damage or, in the event that the cost of repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damage property minus any salvage value. No compensation shall be granted for inconvenience, loss of use, loss of profits, dislocation expenses or personal injury including, without limitation, emotional distress.
- (j) Unless the requirement is waived or modified by the City Administrator, the claimant shall submit three qualified estimates of the cost of repair of the property in question or three opinions of qualified persons of the fair market value, minus salvage costs, of damaged property.

- (k) For vehicle damage claims arising from a displaced manhole lid, the claimant must also submit a police report documenting the incident.
- (l) The provision of this policy regarding types of claims subject to the policy, limitation periods, limitations on coverage and the other provisions of the policy shall be applicable to all claims including those appealed to the Board of Directors.

### III. ADDITIONAL LIMITATIONS ON CLAIMS.

In addition to limitations set forth at other places in this policy, all claims shall be subject to the following limitations.

- (a) No compensation shall be paid on the basis of any claim accruing to the benefit, directly or indirectly, of an insurance carrier. In particular, no compensation shall be based on any claim for property damage if the item of expense is covered by any insurance provision. Any claim may be rejected by the City Administrator or the Board of Directors from further handling in the event that the claimant fails to comply with any reasonable requirement of the City Administrator or the Board of Directors regarding determinations of insurance coverage.
- (b) Under no circumstances shall the City pay in excess of ~~\$500.00~~ **\$1,000.00** on any sewer backup claim. Under no circumstances shall the City pay in excess of \$500.00 on any vehicle damage claim. Under no circumstances shall the City pay in excess of \$3,000.00 on any water main line break claim. Under no circumstances shall the City pay in excess of \$10,000.00 on any building foundation settlement claim. **Under no circumstances shall the City pay in excess of \$5,000.00 on any water service line leak claim.**
- (c) During any budget year, no claim shall be processed if the total budget appropriation for handling the claims has been expended.
- (d) Acceptance of the sum paid by the City on a claim will constitute a release and discharge of the City from any and all other liability for existing or future claims arising from the occurrence which gave rise to the claim of back-up.

Additionally, the acceptance shall acknowledge the limitation set forth in the next sub-paragraph regarding future occurrences.

- (e) After the City has paid a sewer back-up claim at a location in the City (either under this policy, the policy or previous policies), the City shall not thereafter consider or pay a claim under this policy arising from a sewer back-up at the same location presented by the previously paid claimant or said claimant's spouse or immediate family member (parent or child or related person residing in same household).
- (f) This policy shall not apply where there is a written agreement absolving or releasing the City of liability from damage caused by a water main line break **or water service line leak.**
- (g) As to building foundation settlement claims, this policy shall not permit the processing or paying of a claim of damage to a building which encroaches into a dedicated easement, prescriptive easement area, right-of-way or setback area established by City ordinances which benefit City installation, replacement or maintenance of an underground utility line or facility or where there is a written agreement absolving or releasing the City from liability for damage which may occur due to the presence of an existing or future City underground utility line or facility.

Dated this \_\_\_\_\_ day of **October 2014.**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING  
IMPLEMENTATION OF THE FIVE YEAR (2015-2019)  
SALES TAX PROGRAM FOR STREETS, BRIDGES  
AND RELATED DRAINAGE IMPROVEMENTS**

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

SECTION 1: The Five Year (2015-2019) Sales Tax Program for streets, bridges and related drainage improvements as identified and specified in the attachment hereto is hereby approved.

SECTION 2: The staff is directed to proceed with implementation of the 2015 Sales Tax Program.

This Resolution adopted this \_\_\_\_\_ day of October, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form



\_\_\_\_\_  
NPR

## MEMORANDUM

**To:** Ray Gosack, City Administrator

**From:** Stan Snodgrass, P.E., Director of Engineering

**Subject:** Five Year Capital Improvement Program (2015-2019)  
Streets, Bridges and Drainage Sales Tax Funds Program

**Date:** September 29, 2014

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Attached is a summary of the 5-Year Capital Improvement Program for the street, bridge and drainage sales tax funds. This was reviewed with the Board of Directors at the September 23<sup>rd</sup> study session. The funding for this program is provided by the one-cent sales tax. Federal and state grants along with private cost sharing participation are anticipated to assist in the overall program. Determination of projects is based on numerous factors including citizen input, interdepartmental requests, pavement rating of streets, and input from the Board of Directors.

The proposed program includes a combination of neighborhood street improvements, major street projects, local and basin wide drainage improvements, and traffic signal improvements. The program totals \$38.1 million for the year 2015 and \$136 million for the five year period from 2015 to 2019. The five year plan supports the Board's goals of neighborhood vitality, riverfront development, creation of jobs, and beautification.

The attached spreadsheet outlines the anticipated revenues and expenditures for the various projects. A narrative description of projects and exhibits for some of the projects shown on the spreadsheet are also included.

A Resolution to approve and implement the 5-year (2015-2019) Sales Tax Program for streets, bridges and related drainage improvements is attached. I recommend that the resolution be adopted by the Board at the next regular meeting.

Enclosures

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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

CITY OF FORT SMITH

9/18/14

Five-Year Capital Improvement Program for Streets, Bridges and Drainage (2015-2019)

	2014	2015	2016	2017	2018	2019
<b>Beginning Balance</b>	22,222,477	24,939,731	12,021,846	6,023,602	3,607,697	2,849,908
Current Year Revenues						
Sales Tax	19,744,052	19,941,493	20,190,761	20,594,576	21,006,468	21,426,597
Grants/Other Participation	248,341	5,190,641	3,050,000	0	0	0
Interest	82,000	79,229	37,395	24,018	16,104	7,502
Total - Current Year Revenues	20,074,393	25,211,363	23,278,156	20,618,595	21,022,572	21,434,099
<b>Total Funds Available</b>	<b>42,296,870</b>	<b>50,151,094</b>	<b>35,300,002</b>	<b>26,642,197</b>	<b>24,630,269</b>	<b>24,284,007</b>
1 Street Overlays & Reconstruction	5,051,513	11,265,534	6,000,000	6,000,000	6,000,000	5,800,000
2 Neighborhood Drainage Improvements	3,586,473	7,082,595	3,330,000	1,000,000	1,000,000	1,000,000
3 Town Branch / Carnall Drainage	214,331	2,300,000	0	0	0	200,000
4 May Branch Outfall Culvert Replacement	1,523,285	0	0	0	0	0
5 North B Truck Route	35,877	760,000	1,000,000	0	0	0
6 Intersection and Signal Improvements	271,729	945,000	300,000	300,000	300,000	300,000
7 Spradling Extension at Riverfront Drive	5,000	1,700,000	0	0	0	0
8 Kelley Highway Extension to Riverfront Drive	0	490,000	500,000	500,000	4,000,000	3,000,000
9 Jenny Lind Road - Zero to Cavanaugh	1,132,877	3,533,119	8,000,000	9,025,000	0	0
10 Geren Road Reconstruction	79,919	1,000,000	5,000,000	0	0	0
11 Zero Street (Hwy 255)	0	0	0	800,000	0	4,000,000
12 May Branch Drainage Project	0	300,000	800,000	1,000,000	6,000,000	5,000,000
13 Railroad Crossing Panels	24,600	180,000	150,000	150,000	150,000	150,000
14 Levee Certification & Repair	1,382,736	0	6,000	0	0	0
15 Streetscape - Towson Avenue	635,000	0	0	0	0	0
16 Overlays/Drainage by Street Department	190,000	200,000	200,000	200,000	200,000	200,000
17 Aerial Mapping	182,989	0	0	0	0	0
18 Traffic Studies	9,500	25,000	25,000	25,000	25,000	25,000
19 Evaluation of Priorities from Board Retreat	29,200	25,000	0	0	0	0
20 FCRA Development	202,168	4,325,000	1,000,000	1,000,000	1,000,000	1,000,000
21 FSHA - Street & Drainage	0	1,100,000	0	0	0	0
22 Hwy 45 widening south of Zero	0	0	0	0	0	200,000
23 Engineering Dept. and Other Depts.	2,632,200	2,698,000	2,765,400	2,834,500	2,905,360	3,050,620
24 Contingency	167,742	200,000	200,000	200,000	200,000	200,000
<b>TOTAL</b>	<b>17,357,139</b>	<b>38,129,248</b>	<b>29,276,400</b>	<b>23,034,500</b>	<b>21,780,360</b>	<b>24,125,620</b>
<b>Ending Balance</b>	<b>24,939,731</b>	<b>12,021,846</b>	<b>6,023,602</b>	<b>3,607,697</b>	<b>2,849,908</b>	<b>158,388</b>

Grants/Other Participation

Jenny Lind Road - Zero to Cavanaugh	39,249	3,200,000	3,050,000	0	0	0
Streetscape - Towson	79,359	190,641	0	0	0	0
FCRA	129,733	1,800,000	0	0	0	0
<b>TOTAL</b>	<b>248,341</b>	<b>5,190,641</b>	<b>3,050,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Five Year Capital Improvement Program (2015-2019)  
Streets, Bridges and Drainage Sales Tax Funds**

**Descriptions of Selected Projects  
September 17, 2014**

- 1. Street Overlays and Reconstruction.** The proposed 2015 projects are shown on the attached list and exhibits. The total length of streets to be improved is approximately 7.6 miles. The estimated cost for the 2015 street overlays and reconstruction projects is \$6.2 million. The total cost shown in 2015 is \$11.3 million which includes \$5.1 million in remaining construction for the 2014 projects. (See pages 5-8)
- 2. Neighborhood Drainage Improvements.** The projects identified in the 2015 drainage program include neighborhood drainage improvements in the areas shown on the attached list and exhibits. The total estimated cost for this work is \$1.3 million and includes two different locations. These projects are associated with structure flooding. The total cost shown for the neighborhood drainage projects in 2015 is \$7.1 million which includes \$5.8 million of remaining work for ongoing drainage projects. (See pages 9-10)
- 3. Town Branch - Carnall Drainage.** This project is to reduce the frequency of flooding that occurs in the downtown area and areas just north of downtown. The Town Branch area is a subbasin to the May Branch watershed. The \$2.3 million for 2015 is for improving the upstream outfall beginning at the South G Street/Towson intersection and extending to the west. This outfall is restricted which is contributing to the flooding in the downstream areas. Construction plans are complete, an AHTD permit has been obtained and right of way acquisition is ongoing. Future additional improvements for this area are contingent upon completion of the lower reach of the May Branch drainage project as noted in item #12. (See page 11)
- 4. May Branch Outfall Culvert Replacement.** The project includes the replacement of approximately 1300 feet of the 12 foot diameter May Branch outfall culvert. This culvert serves as the outlet for the May Branch drainage basin. Construction will be finalized this year. (See page 12)
- 5. North B Street Truck Route.** This project is the modification of North B Street from 5<sup>th</sup> Street west to Riverfront Drive to accommodate two way truck traffic. This is in lieu of the current one way split that exists along this section of North A and B Streets. The project is based on the concept of closing a section of North A Street and Belle Point Place to add more green space. The project includes necessary radius improvements at North 5<sup>th</sup> and B Streets, upgrading of the railroad crossings on North B Street and reconstruction/resurfacing of the remaining sections of North A Street which are being removed from the truck route. This project is

currently on hold pending a study in 2015 of the riverfront area to ensure that adequate access for various modes of transportation (vehicular, trucks, pedestrian and bicycles) are accommodated. (See page 13)

**6. Intersection and Signal Improvements.** This project includes replacement of the traffic signals at the following three intersections along Midland Boulevard: Spradling Avenue, North “S” Street & Division Street. (See page 14)

**7. Spradling Avenue Extension at Riverfront Drive.** This project includes the new construction of Spradling Avenue eastward from Riverfront Drive approximately 1700 feet. This street will serve the proposed sports fields on the City’s 51 acre tract. Plans are complete and the street construction is being scheduled to coincide with the construction of the sports fields which are planned for completion in late 2015. (See page 15)

**8. Kelley Highway Extension to Riverfront Drive.** This project is for the reconstruction and widening of Kelley Highway from Midland Boulevard to Riverfront Drive. In 2014, an impact study was completed which analyzed the extension of Spradling Avenue to serve the riverfront area versus other alternate routes. The impact study determined that Kelley Highway provides a more direct east-west corridor from I-540 to the riverfront than utilizing Spradling Avenue. The Kelley Highway extension has less neighborhood property and traffic impacts and requires less street improvements than extending Spradling Avenue. (See page 15)

**9. Jenny Lind Road - Zero to Cavanaugh Road.** This project includes improvements to Jenny Lind Road between Zero and Cavanaugh Road. It also includes improvements to Ingersoll Avenue from U.S. Hwy 271 to Jenny Lind and the extension of Ingersoll Avenue from Jenny Lind to U.S. Highway 71B. The right of way has been secured and final plans are being submitted to the AHTD in October. The demolition contract to remove the structures that were acquired is complete and work for relocation of the franchise utilities is underway. The roadway construction is scheduled to advertise for construction late this year or shortly after the first of next year. Federal funding in the amount of \$7.2 million will benefit this project. (See page 16)

**10. Geren Road Reconstruction.** This project is for the reconstruction and widening of Geren Road between Highway 45 and 58<sup>th</sup> Street. This section of Geren Road was included as a street resurfacing project in the 2014 capital improvement program. However during the development of the resurfacing plans and considering numerous factors (major utility impacts/relocation; storm drainage installation; access and increased vehicular, pedestrian and bike traffic to Ben Geren Park/new water park; inconvenience to the adjoining neighborhoods; etc.), we determined that it would be best to proceed with the widening and reconstruction of Geren Road at this time. (See page 17)

**11. Zero Street (Hwy 255) Improvements.** This project is the widening and realignment of Zero Street (Hwy 255) from just west of Massard Road to its new alignment on existing Frontier Road. The project is proposed to be cost shared with the AHTD, City of Barling, FCRA and City of Fort Smith. (See page 18)

**12. May Branch Drainage Project.** This project is to reduce flooding along May Branch from the Arkansas River to Park Avenue. It consists of constructing a drainage channel to replace the existing deteriorated and hydraulically inadequate concrete pipe. The project is currently being designed by the Corps of Engineers. The City continues to lobby for federal funding to assist with the project as the total cost is in excess of \$30 million. The most downstream section of the project (from approximately N. 7<sup>th</sup> Street to the river) is being funded entirely with City funds with an agreement that the City's cost would be credited towards the future cost sharing on the project when federal funds become available. We anticipate the design by the Corps of Engineers to be completed in 2015 and acquisition of right of way will follow beginning late next year. The anticipated construction will follow the preparation of final plans, right of way acquisition and utility relocations. Construction of the downstream section will reduce flooding for both the lower May Branch area and the lower Town Branch sub basin. (See page 11)

**13. Railroad Crossing Panels.** This project improves street crossings at railroads through the installation of concrete railroad crossing panels. For 2015, four railroad crossings are proposed which are located on North 27<sup>th</sup> Street between Kelley Highway and North 6<sup>th</sup> Street. (See page 19)

**14. Levee Certification and Repair.** This project includes items associated with flood protection and the levee certification in accordance with federal design criteria. The 2014 work includes repairs to the P & J Street pump stations and construction of a flood closure device at North P Street. (See page 20)

**15. Streetscape – Towson Avenue.** This project includes streetscaping along Towson Avenue from Garrison Avenue to South "A" Street and replacement of the traffic signal at Rogers Avenue and Towson Avenue. A federal grant in the amount of \$270,000 is benefiting this project. A temporary stop work order has been placed on the contract as the remaining work area is currently restricted due to the renovation of the building at the southeast corner of Towson and Garrison Avenue. The remaining one block of streetscape work will be finalized once access to the sidewalk is available. (See page 21)

**19. Evaluation of Priorities from Board Retreat.** This item includes evaluation of the priorities from the Board of Directors retreat. The following items are being evaluated during the year noted. The estimated cost is shown for each item.

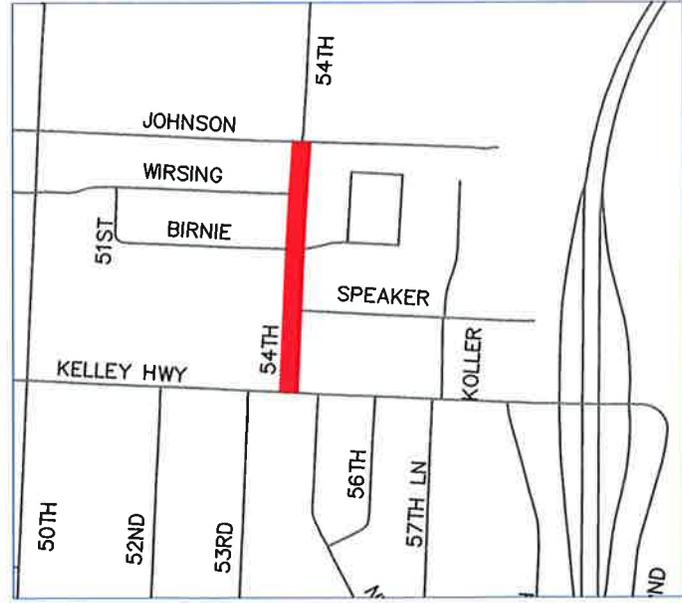
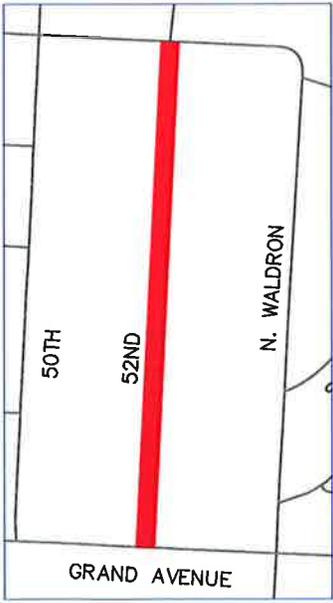
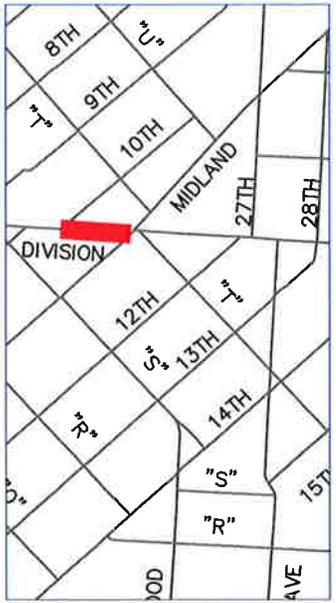
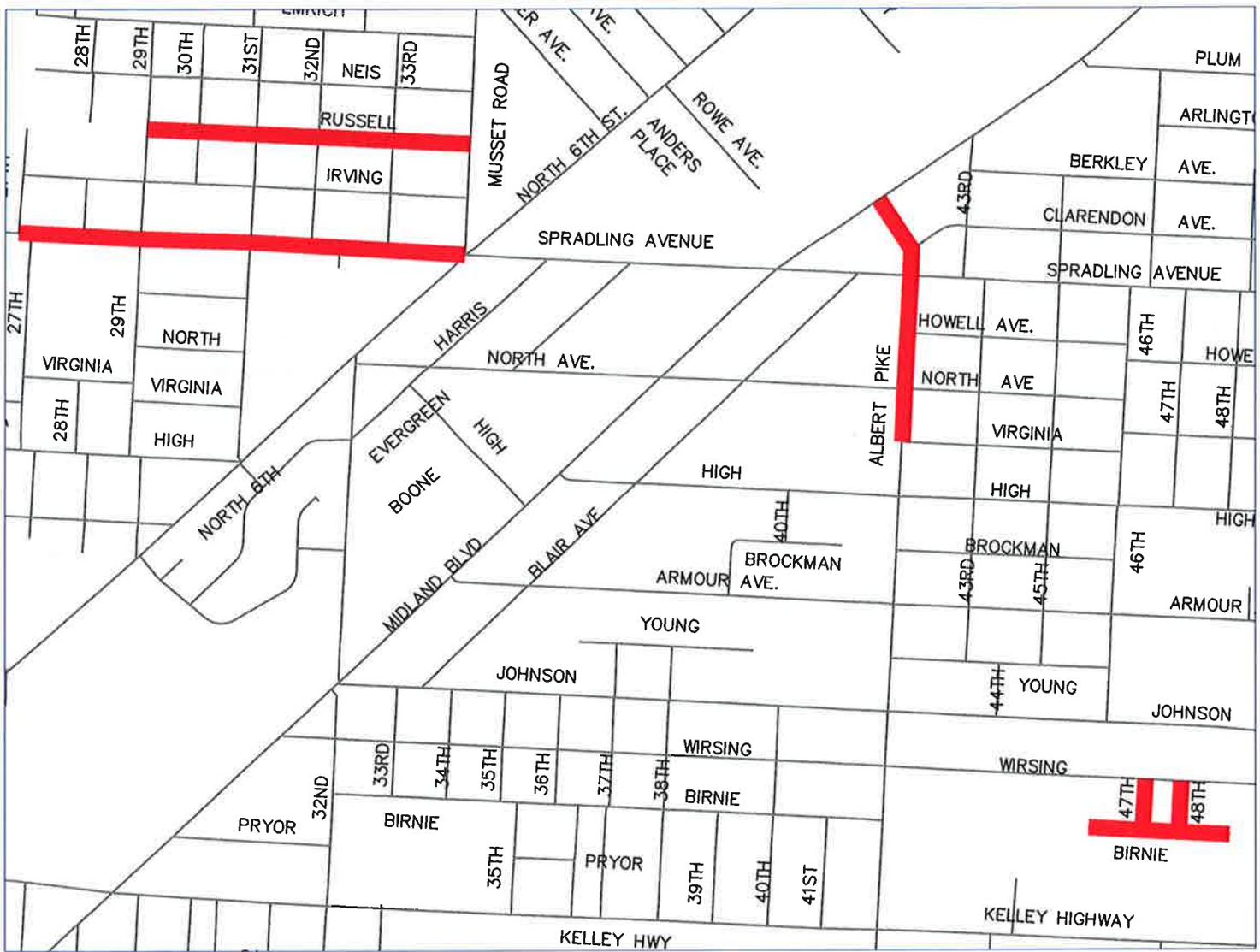
- (2014) - Extension of Spradling Avenue westward to Riverfront Dr. (\$13,000)
- (2014) - Incorporate Bike Lanes into Transportation Planning (\$16,200)
- (2015) - Roadway Enhancements for Riverfront Dr. (\$10,000)
- (2015) - Parkway Trees (\$15,000)

**20. FCRA Development.** This item includes the construction of two streets to serve the new ArcBest corporate headquarters. One street is the extension of McClure Drive to Wells Lake Road. The other street is further north of McClure Drive and extends west from Wells Lake Road. These streets are being cost shared equally with the Fort Chaffee Redevelopment Authority. This item also includes work on Veterans Avenue in association with the Arkansas College of Osteopathic Medicine (ACOM). The work includes the reconstruction of approximately 750 feet of Veterans Avenue at the northern end of the ACOM and the overlay/cul-de-sac installation on Veterans Avenue south of the ACOM extending to Roberts Boulevard. (See pages 22-23)

**21. FSHA – Street and Drainage.** This item includes assistance for the street and drainage construction associated with two Fort Smith Housing Authority residential developments. One project is located at the old Bailey Hill Reservoir site and the other is southwest of the current Northpointe housing development.

**2015 CAPITAL IMPROVEMENTS PROGRAM  
STREET OVERLAYS/RECONSTRUCTION**

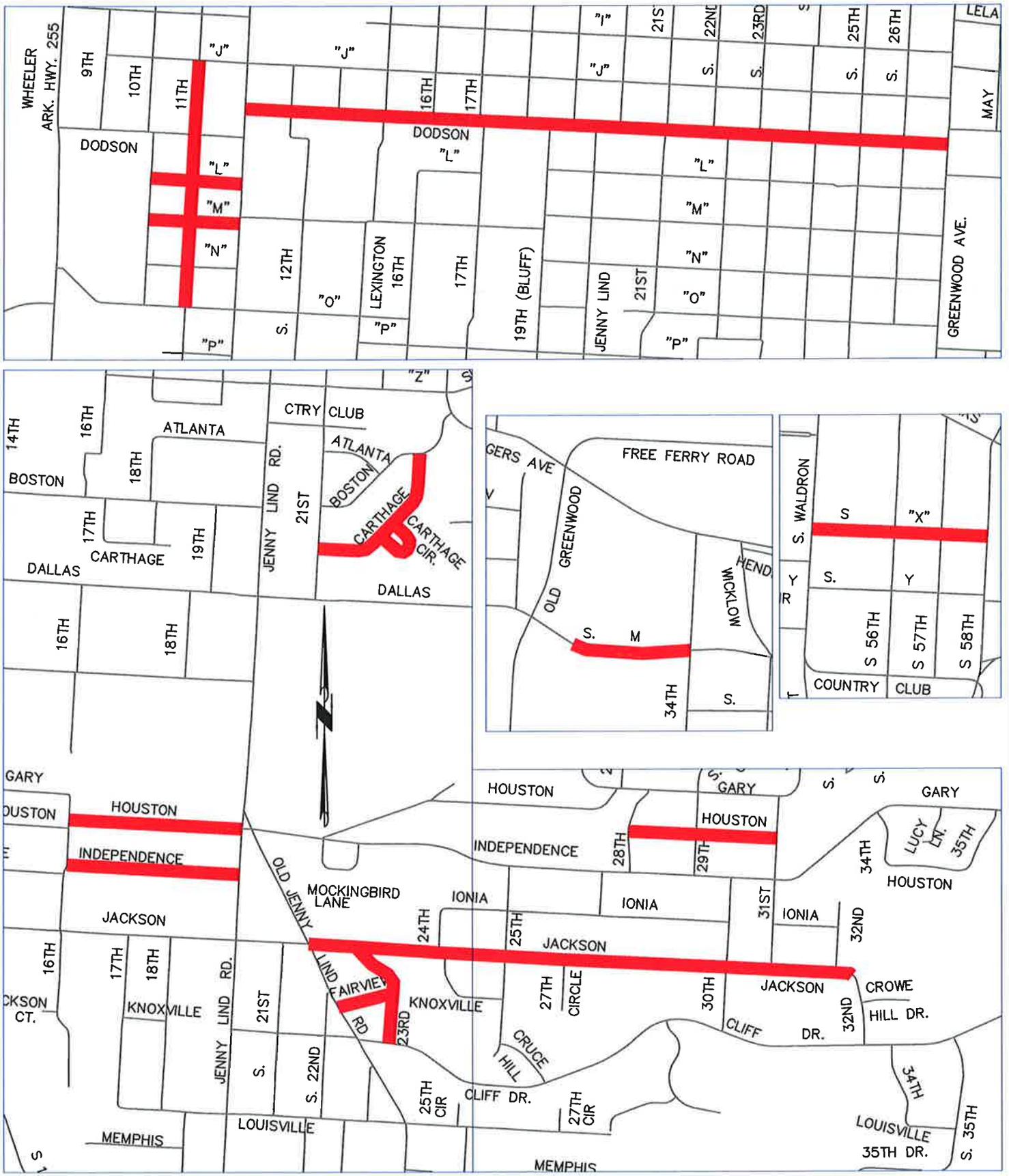
STREET	FROM	TO	LENGTH	COST
74TH ST.	ROGERS AVE.	EUPER LN.	3668	\$556,081.56
LEIGH AVE.	PHOENIX AVE.	AIRPORT BLVD.	1235	\$161,922.22
BIRNIE AVE.	END OF ROAD	END OF ROAD	849	\$100,182.00
47TH ST.	BIRNIE AVE.	WIRSING AVE.	311	\$36,698.00
48TH ST.	BIRNIE AVE.	WIRSING AVE.	310	\$36,580.00
SOUTH X ST.	54TH ST.	58TH ST.	1324	\$156,232.00
CARTHAGE ST.	21ST ST.	BOSTON ST.	1245	\$220,365.00
CARTHAGE CR.	CARTHAGE ST.	CARTHAGE ST.	401	\$55,204.33
DODSON AVE.	TOWSON AVE.	GREENWOOD AVE	5277	\$1,053,595.78
SOUTH L ST.	10TH ST.	TOWSON AVE.	681	\$96,150.33
SOUTH M ST.	10TH ST.	TOWSON AVE.	607	\$91,522.11
11TH ST.	SOUTH O ST.	SOUTH J ST.	1893	\$269,289.11
FORT CHAFFEE BLVD.	TAYLOR AVE.	CITY LIMITS	2025	\$438,075.00
ALBERT PIKE AVE.	VIRGINIA AVE.	MIDLAND BLVD.	1542	\$242,608.00
SPRADLING AVE.	27TH ST.	MUSSETT RD.	2669	\$349,935.56
RUSSELL ST.	29TH ST.	MUSSETT RD.	1927	\$227,386.00
52ND ST.	GRAND AVE.	NORTH O ST.	2663	\$471,351.00
DIVISION ST.	10TH ST.	MIDLAND BLVD.	358	\$79,794.22
HOUSTON ST.	16TH ST.	JENNY LIND RD.	1295	\$178,278.33
INDEPENDENCE ST.	16TH ST.	JENNY LIND RD.	1292	\$177,865.33
SOUTH M ST.	34TH ST.	PARKS DEPT. DRIVE	785	\$102,922.22
JACKSON ST.	OLD JENNY LIND RD.	33RD ST.	4063	\$582,946.22
FAIRVIEW DR.	OLD JENNY LIND RD.	JACKSON ST.	924	\$139,318.67
23RD ST.	CLIFF DR.	FAIRVIEW DR.	378	\$39,648.00
HOUSTON ST.	28TH ST.	31ST ST.	1118	\$146,582.22
54TH ST.	KELLEY HWY.	JOHNSON ST.	1318	\$155,524.00
<b>TOTAL FOR 2015 STREET OVERLAYS/RECONSTRUCTION PROGRAM</b>				\$6,166,057.22
<b>BALANCE OF 2014 PROJECTS CURRENTLY UNDERCONSTRUCTION</b>				\$5,099,477.00
<b>TOTAL</b>				<b>\$11,265,534.22</b>



2015 CAPITAL IMPROVEMENTS PROGRAM  
STREET OVERLAYS/RECONSTRUCTION



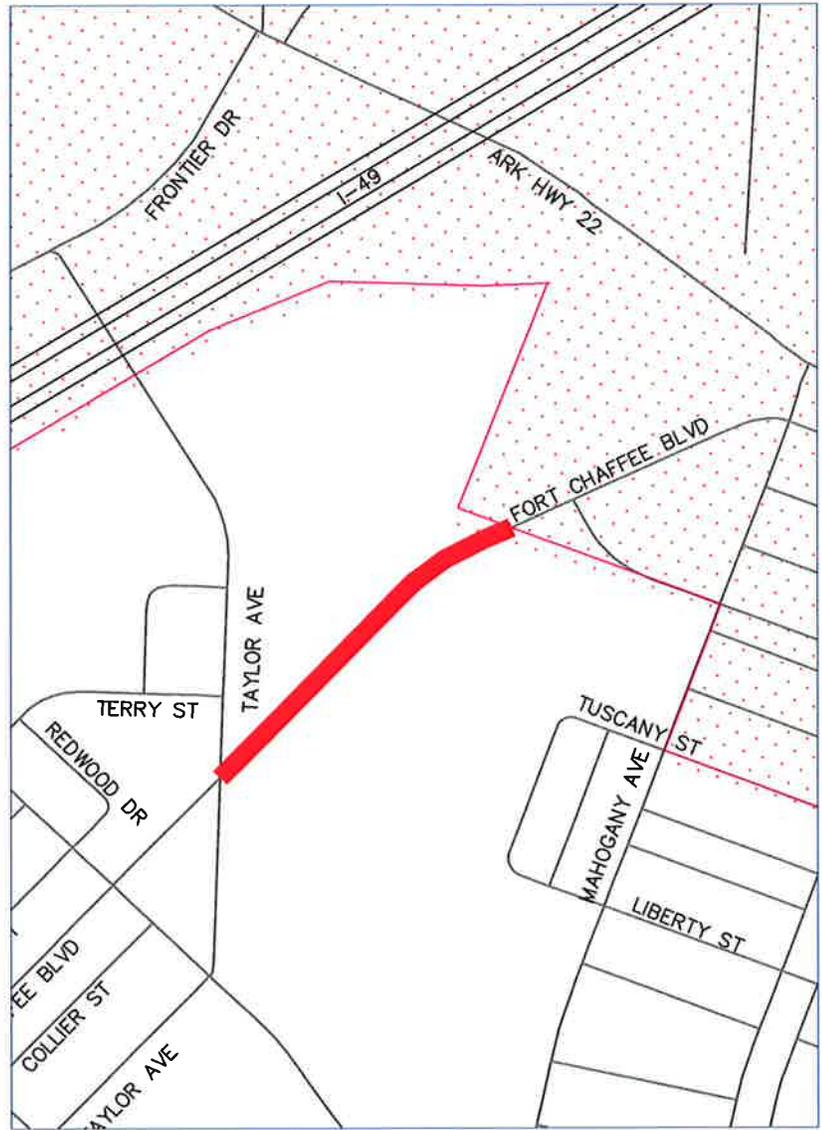
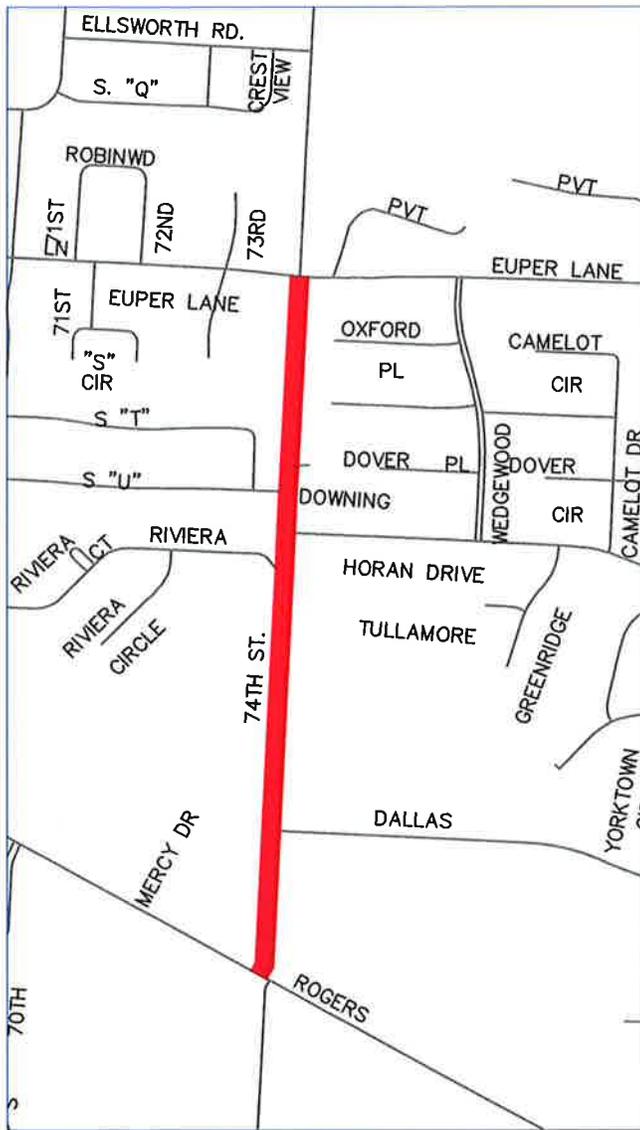
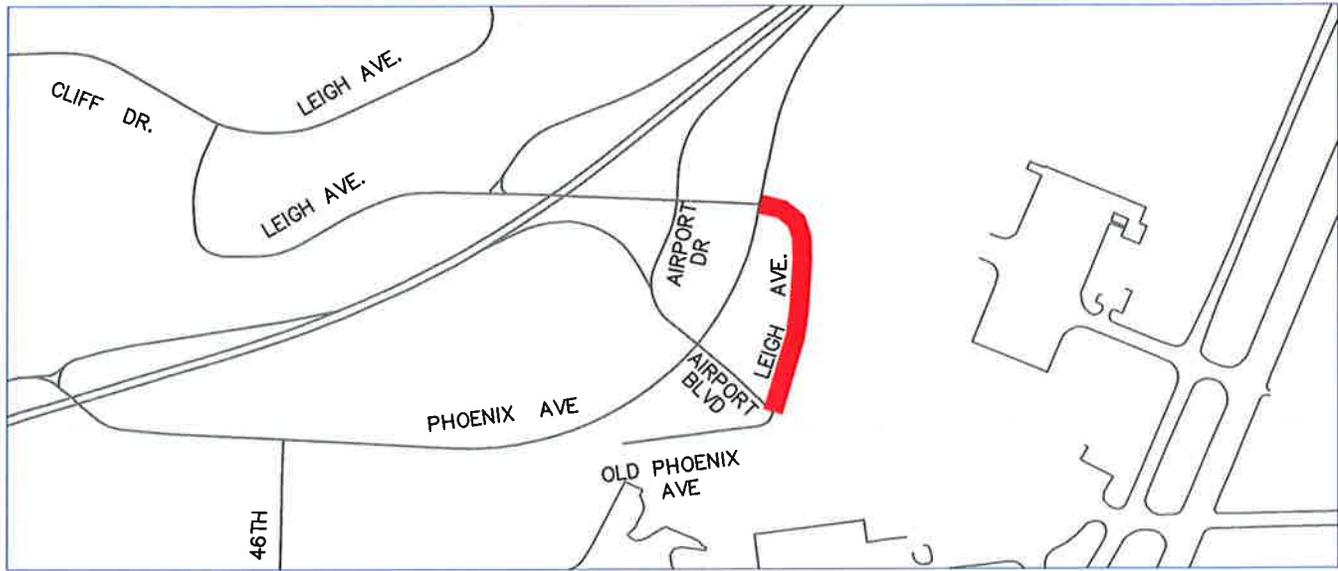
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2015 CAPITAL IMPROVEMENTS PROGRAM  
STREET OVERLAYS/RECONSTRUCTION



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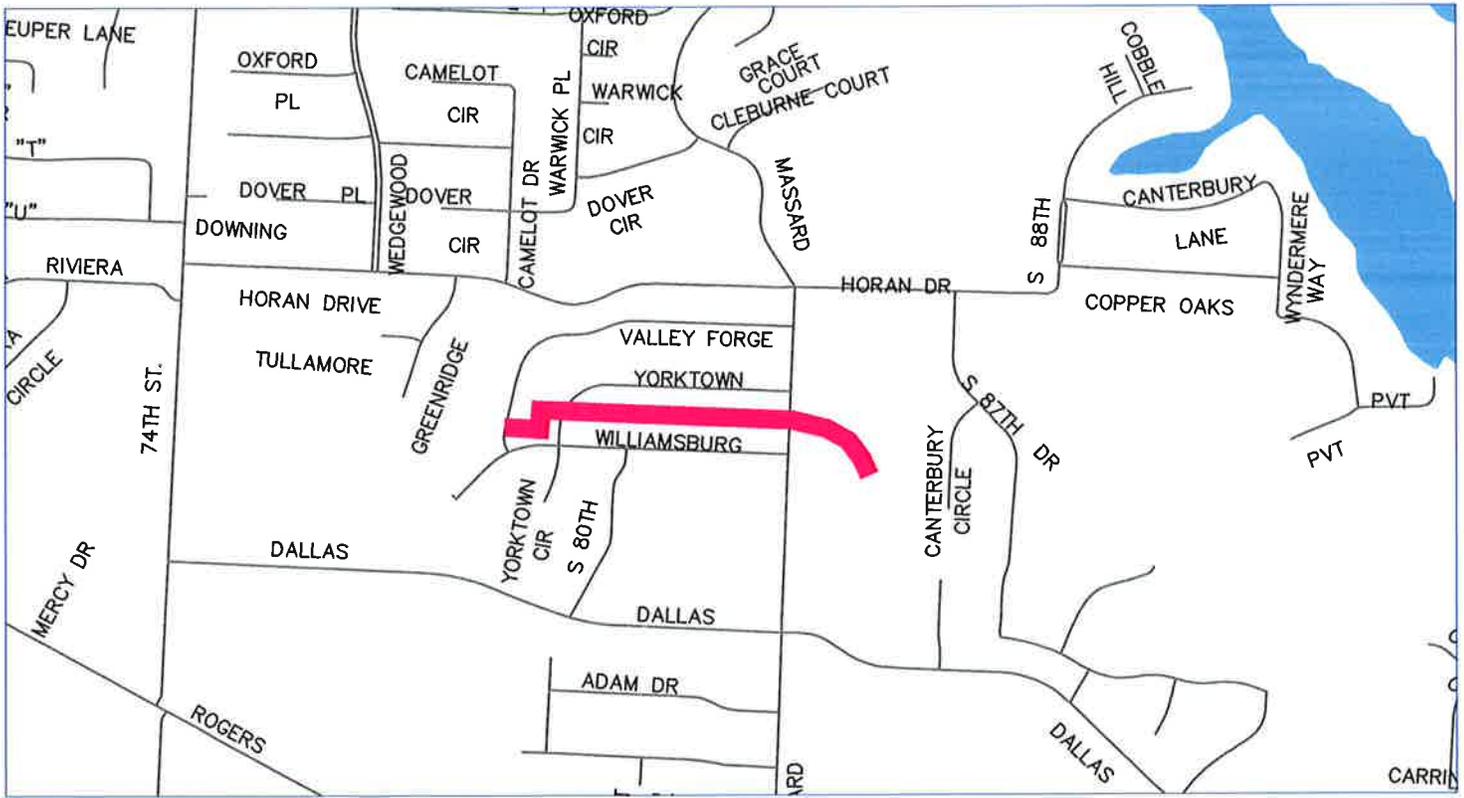
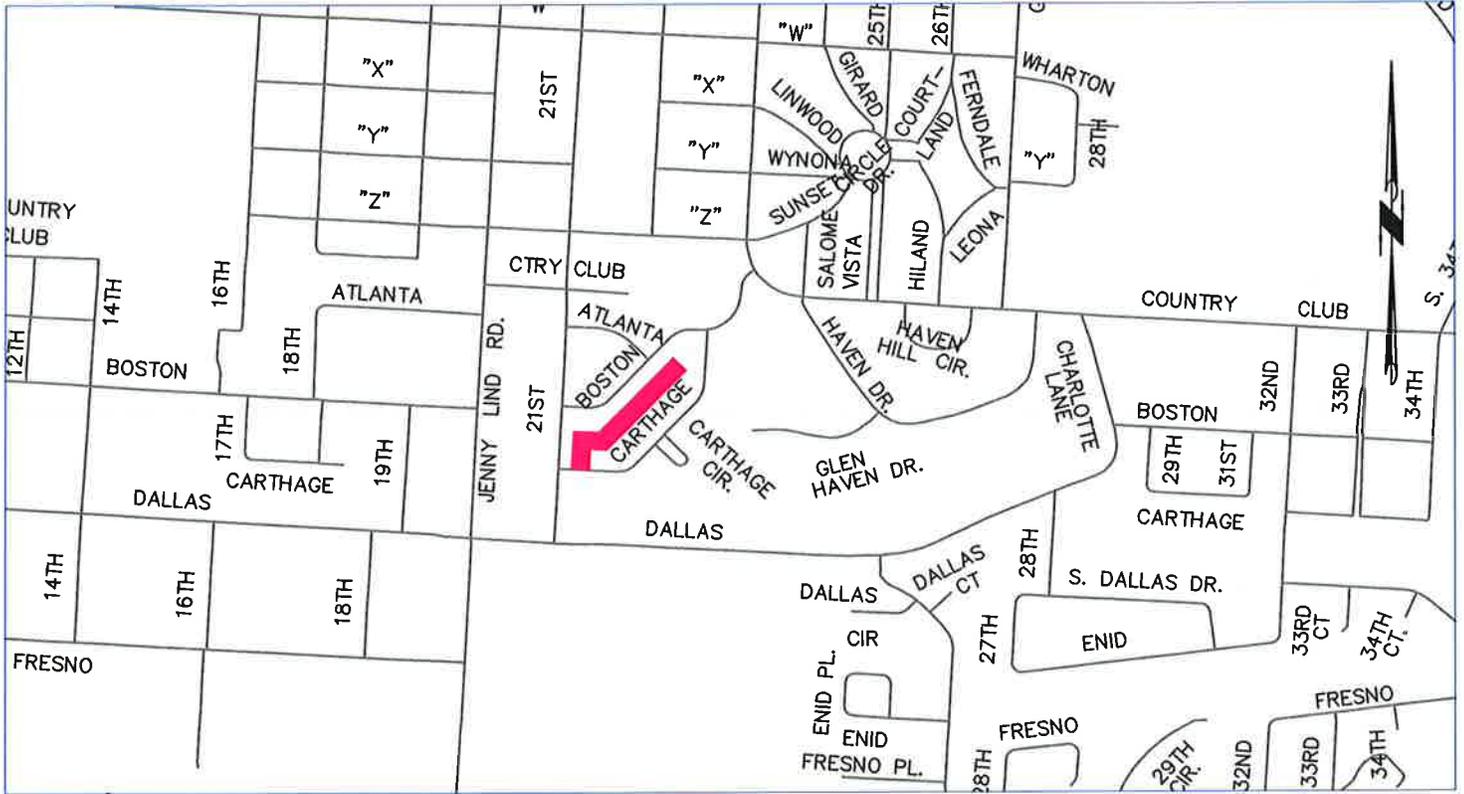
2015 CAPITAL IMPROVEMENTS PROGRAM  
STREET OVERLAYS/RECONSTRUCTION



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## 2015 Neighborhood Drainage Projects

<b>Project</b>		<b>Estimated Cost</b>
<b>Wycklow Addition Drainage Channel Improvements</b>	\$	<b>800,000</b>
<p>This project will replace an existing earthen ditch located between Yorktown Road and Williamsburg Road with a new concrete channel. This project also includes replacement of undersized culverts under Massard Road and the construction of upstream storm drain improvements between Yorktown Road and Valley Forge Road. Two houses are experiencing flooding in this area, one pool is regularly flooded, severe street and yard flooding is occurring, one retaining wall has failed, and the existing earthen ditch is a maintenance issue due to severe erosion and the lack of access (see page 10).</p>		
<b>Country Club Terrace Drainage Channel Improvements</b>	\$	<b>500,000</b>
<p>This project will replace an existing undersized concrete lined ditch located east of South 21st Street between Boston Street and Carthage Street with a new concrete channel. One house is experiencing flooding in this area, and severe street and yard flooding are also occurring (see page 10).</p>		
<b>Total</b>	<b>\$</b>	<b>1,300,000</b>

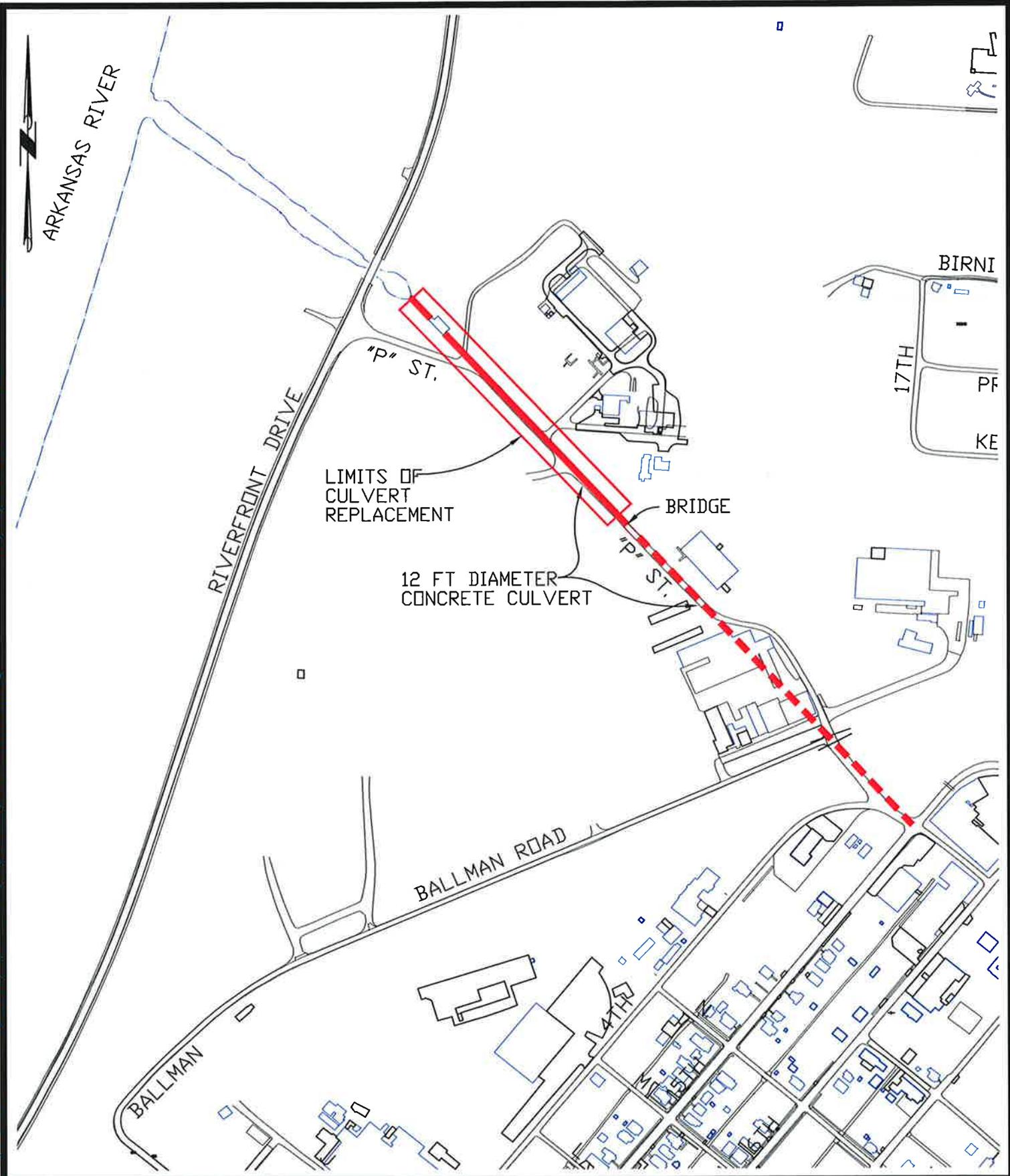


2015 CAPITAL IMPROVEMENTS PROGRAM  
DRAINAGE IMPROVEMENTS



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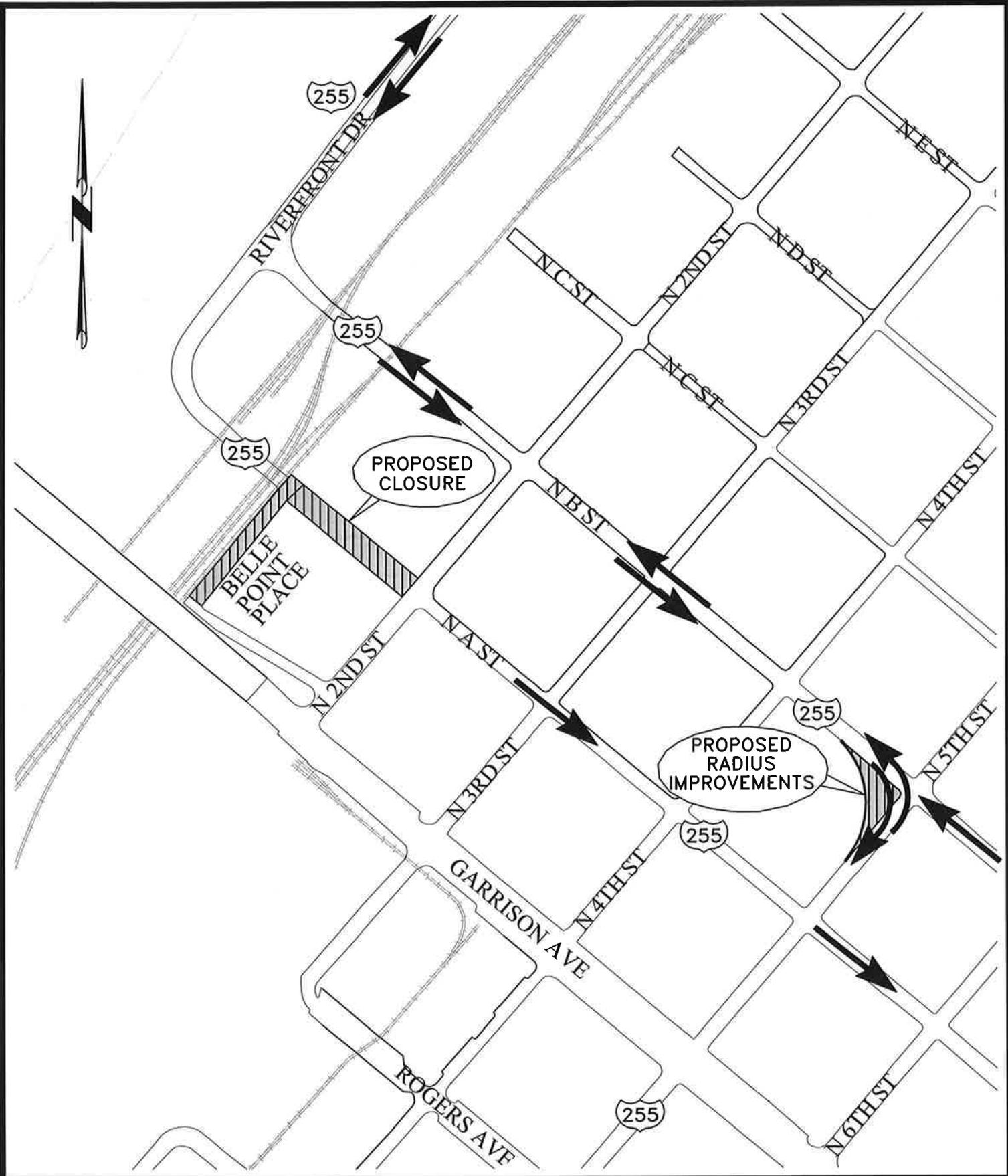




2015 CAPITAL IMPROVEMENTS PROGRAM  
MAYBRANCH OUTFALL  
CULVERT REPLACEMENT



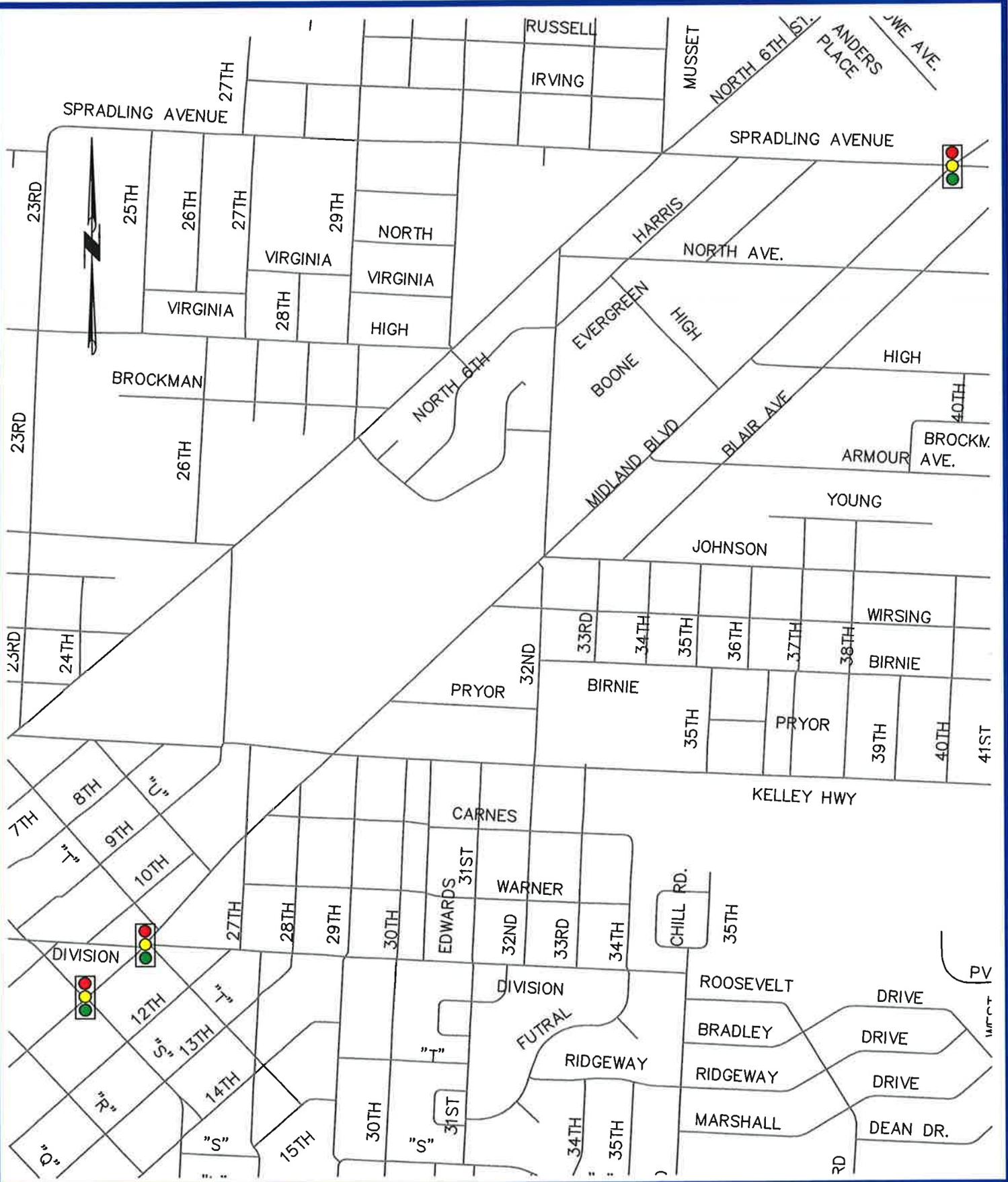
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2015 CAPITAL IMPROVEMENT PROGRAM  
 NORTH B TRUCK ROUTE  
 FORT SMITH, ARKANSAS



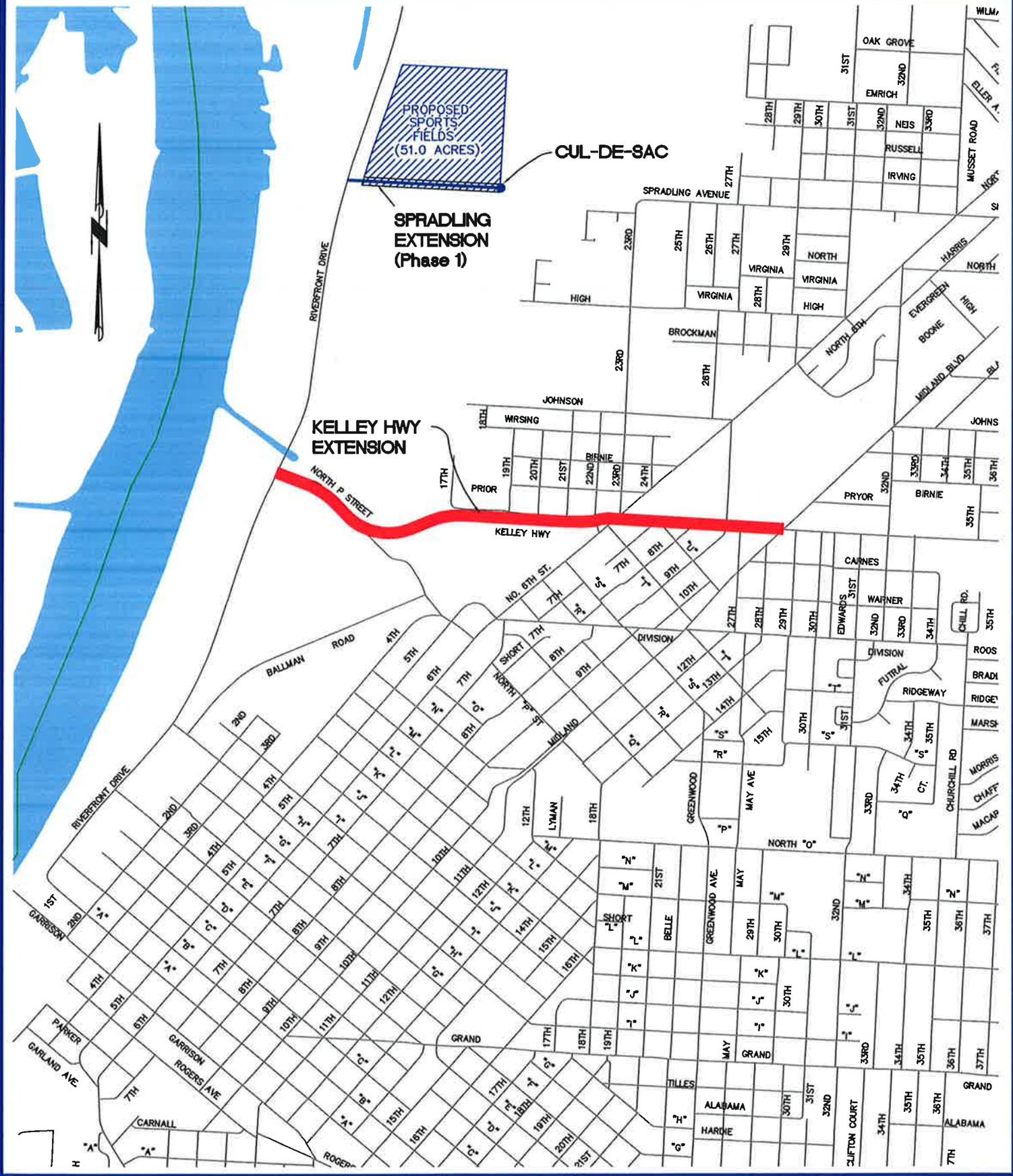
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2015 CAPITAL IMPROVEMENTS PROGRAM  
SIGNAL IMPROVEMENTS



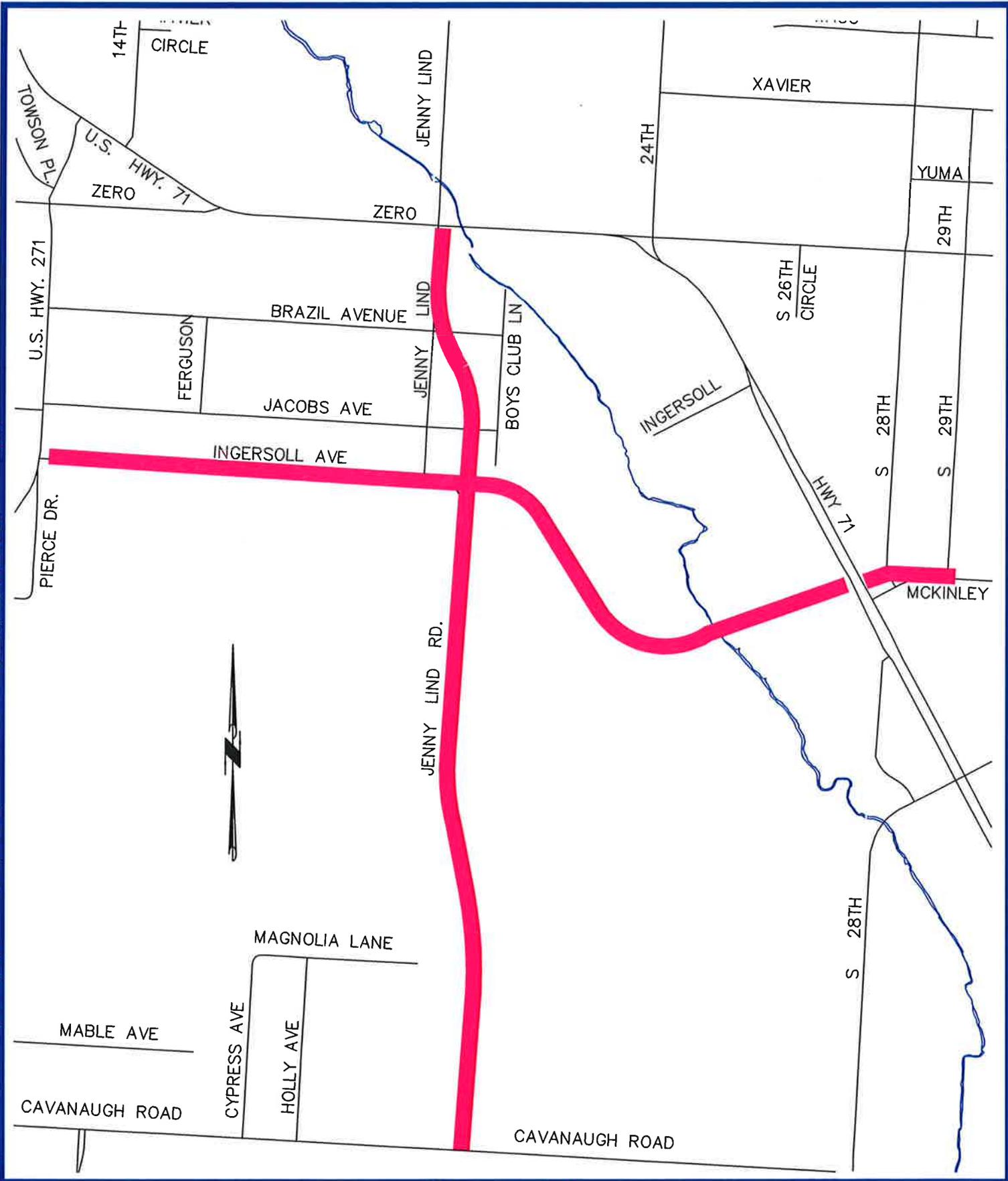
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2015 CAPITAL IMPROVEMENTS PROGRAM  
 SPRADLING AVENUE AND  
 KELLEY HWY EXTENSIONS



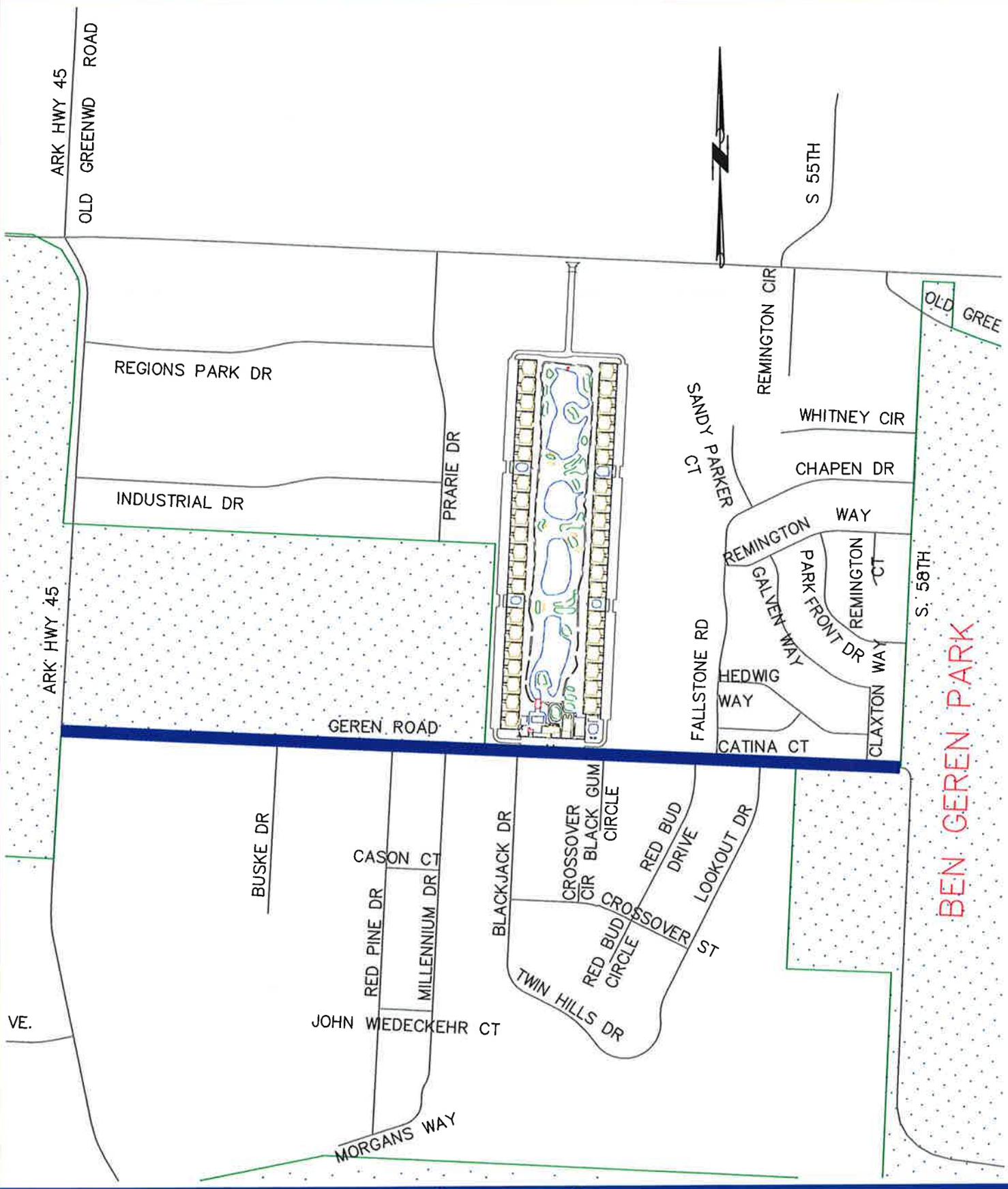
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2015 CAPITAL IMPROVEMENTS PROGRAM  
 JENNY LIND  
 ZERO STREET TO CAVANAUGH ROAD



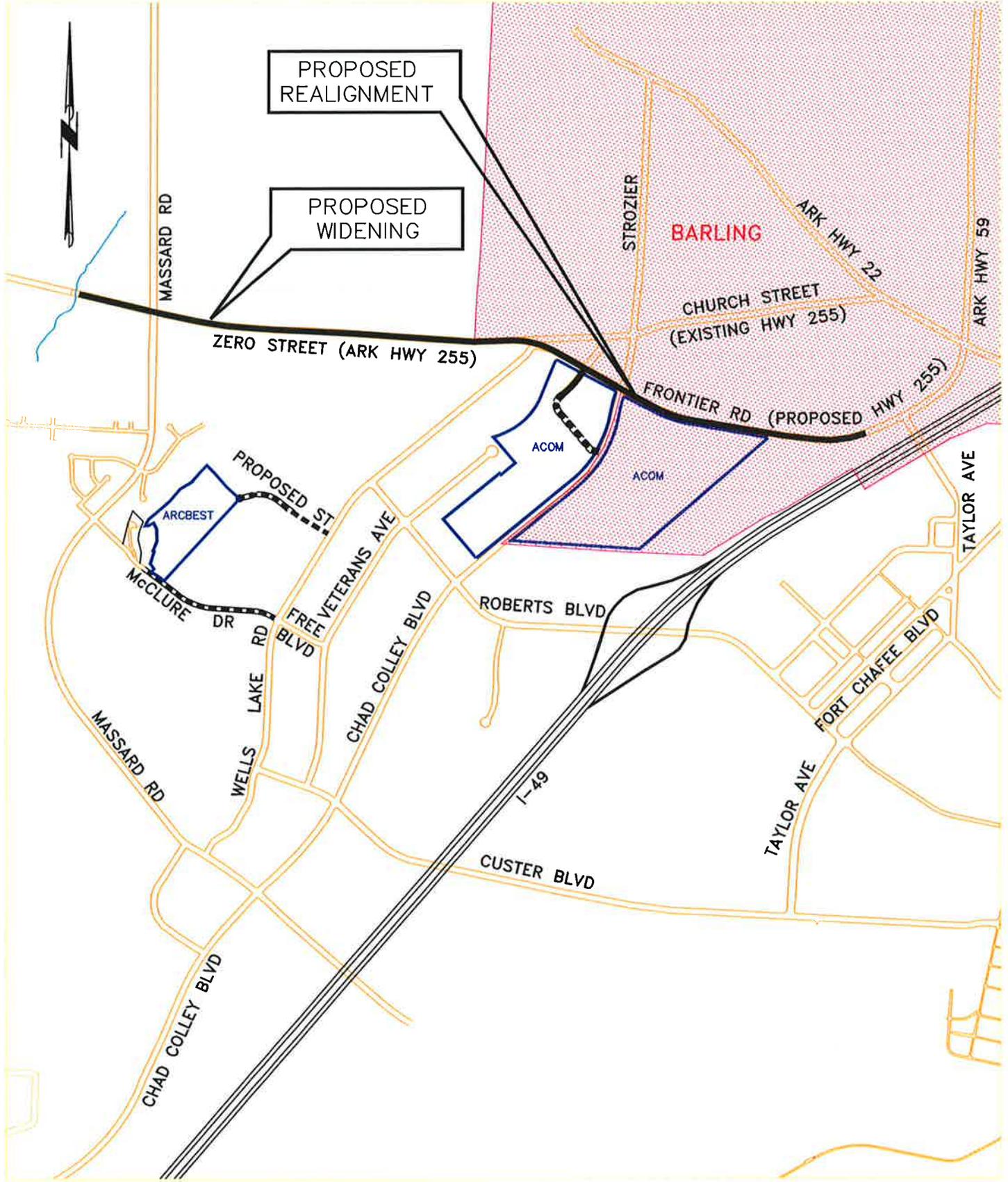
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2015 CAPITAL IMPROVEMENTS PROGRAM  
GEREN RD RECONSTRUCTION



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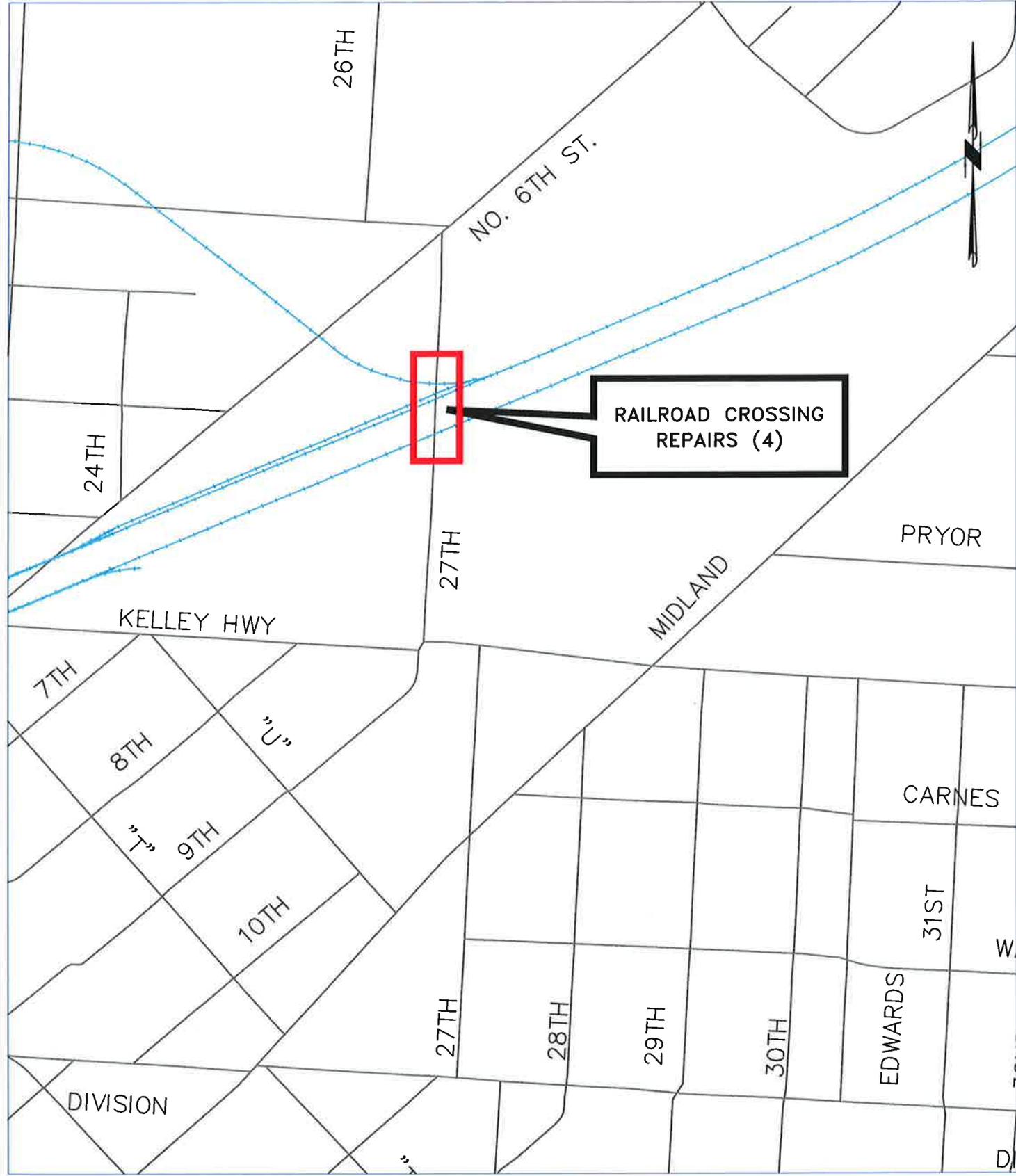


2015 CAPITAL IMPROVEMENTS PROGRAM  
 ZERO STREET (ARK HWY 255)  
 IMPROVEMENTS



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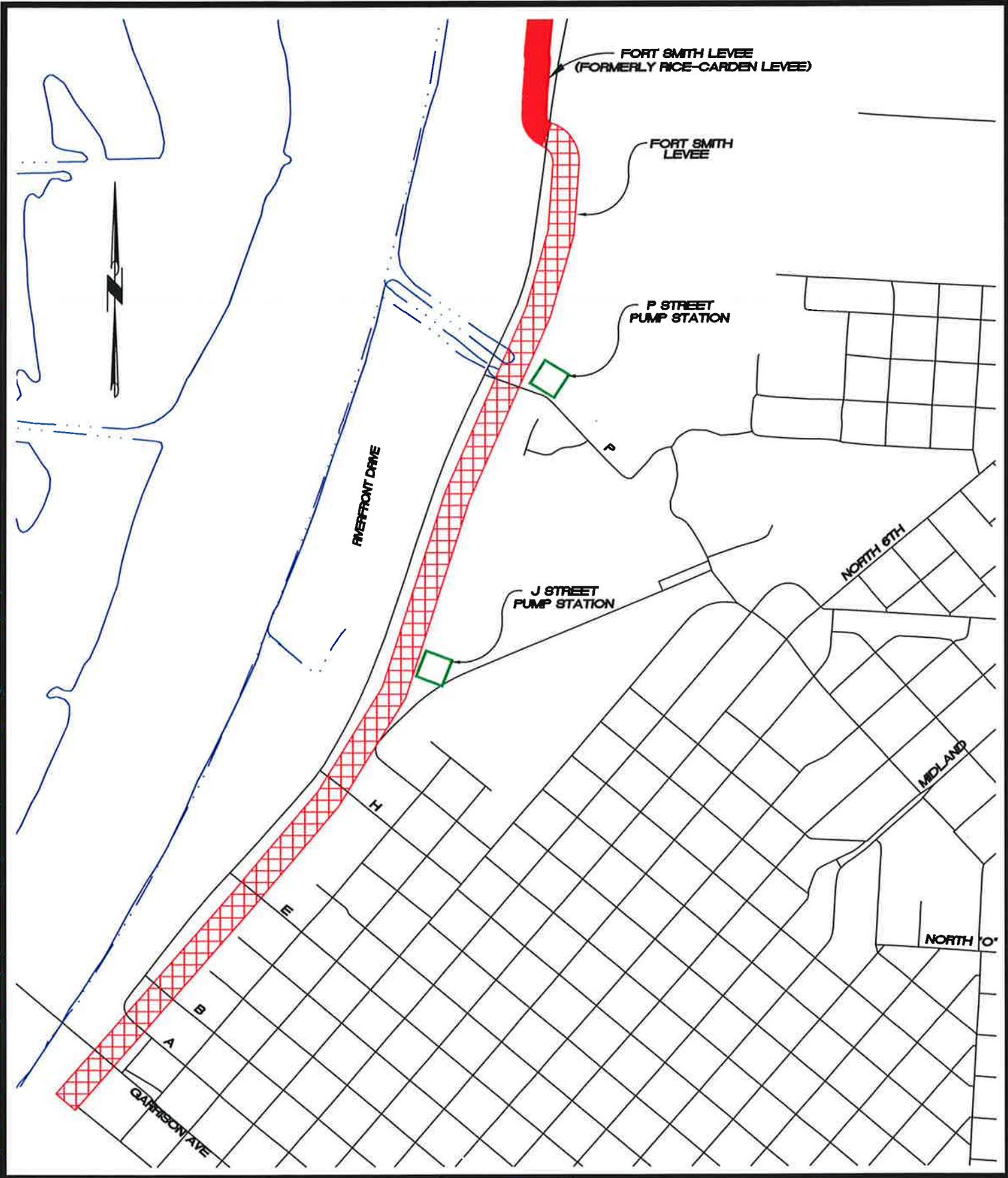
G:\DRAWINGS\CIP\00-00 CIPALL\2015\Sept 2014 proposals\RAILROADS.dwg 09/18/14-14:32 RBR RAILROADS



2015 CAPITAL IMPROVEMENTS PROGRAM  
RAILROAD CROSSING IMPROVEMENTS



Project:	
Date:	SEPT. 2014
Scale:	NONE
Drawn By:	RBR
	PAGE: 19



2015 CAPITAL IMPROVEMENTS PROGRAM  
 LEVEE CERTIFICATION & REPAIR  
 FORT SMITH, ARKANSAS

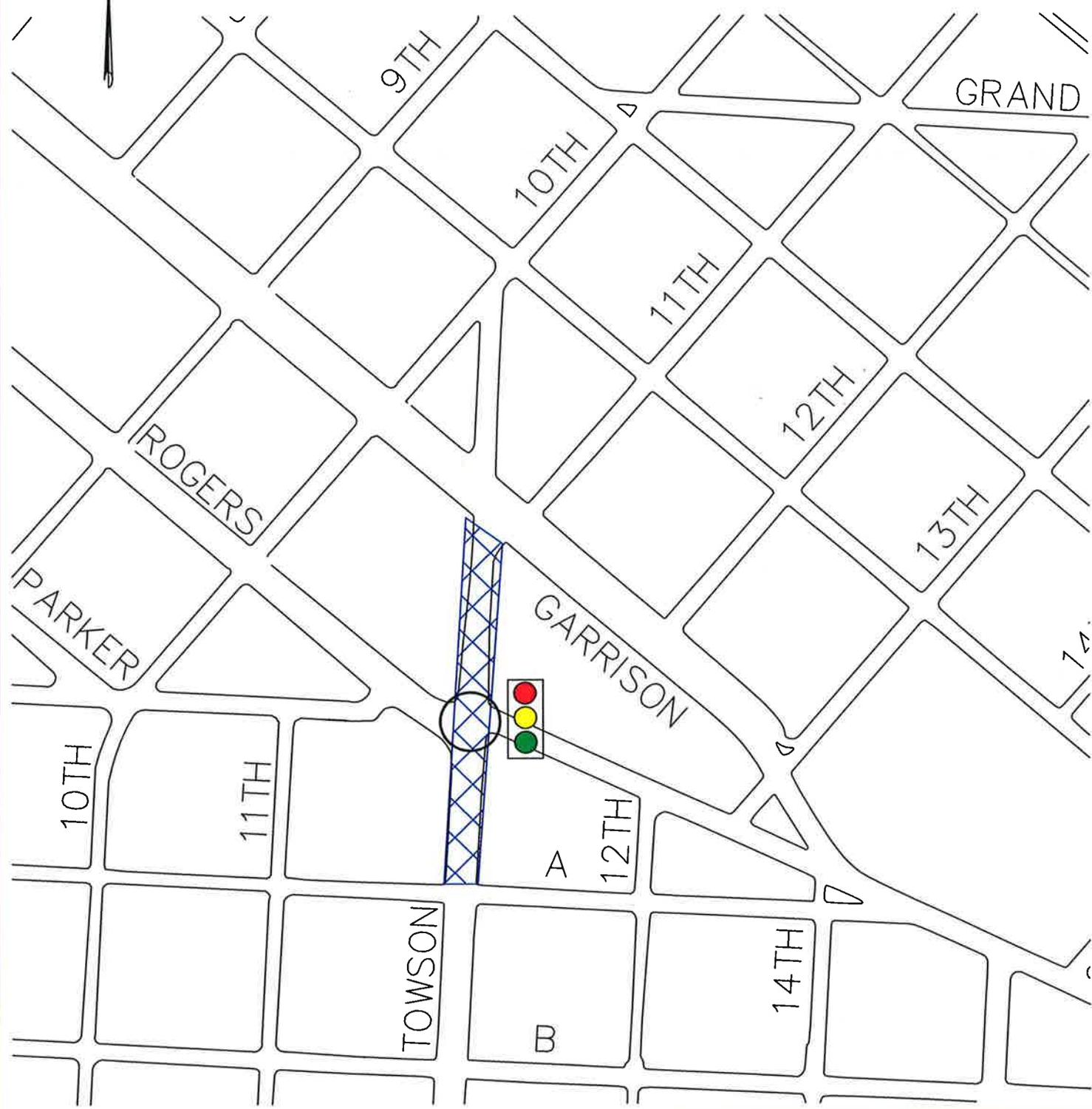


Project:	
Date:	SEPT. 2014
Scale:	NONE
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G:\DRAWINGS\CIP\00-00 CIPALL\2015\Sept 2014 proposals\STREETSCAPES.dwg 09/15/14-11:03 RBR TOWSON



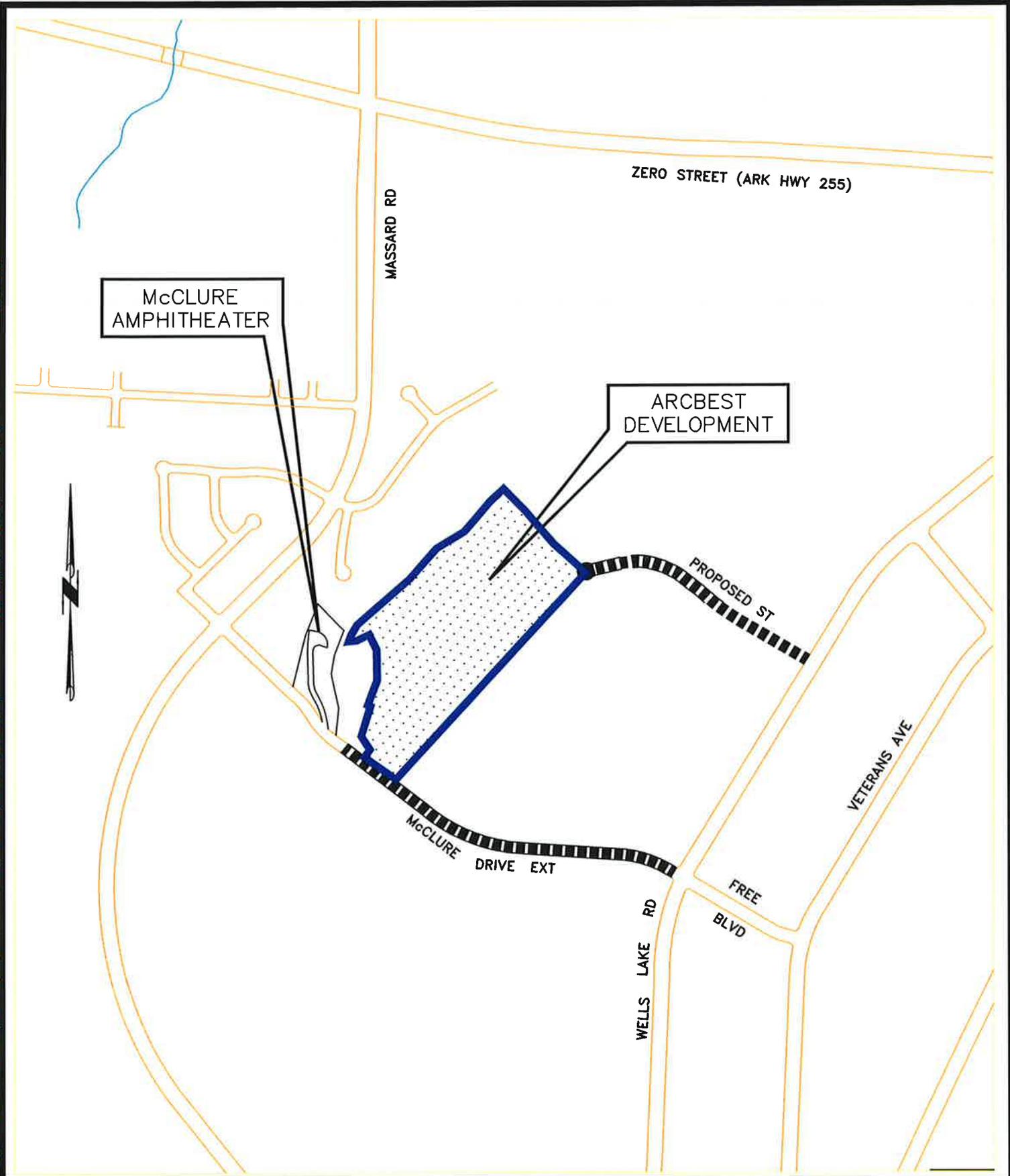
TOWSON STREETScape PROJECT



TOWSON STREETScape  
FORT SMITH, ARKANSAS



Project:	12-90-A
Date:	SEPT. 2014
Scale:	N/A
Drawn By:	RBR PAGE: 21

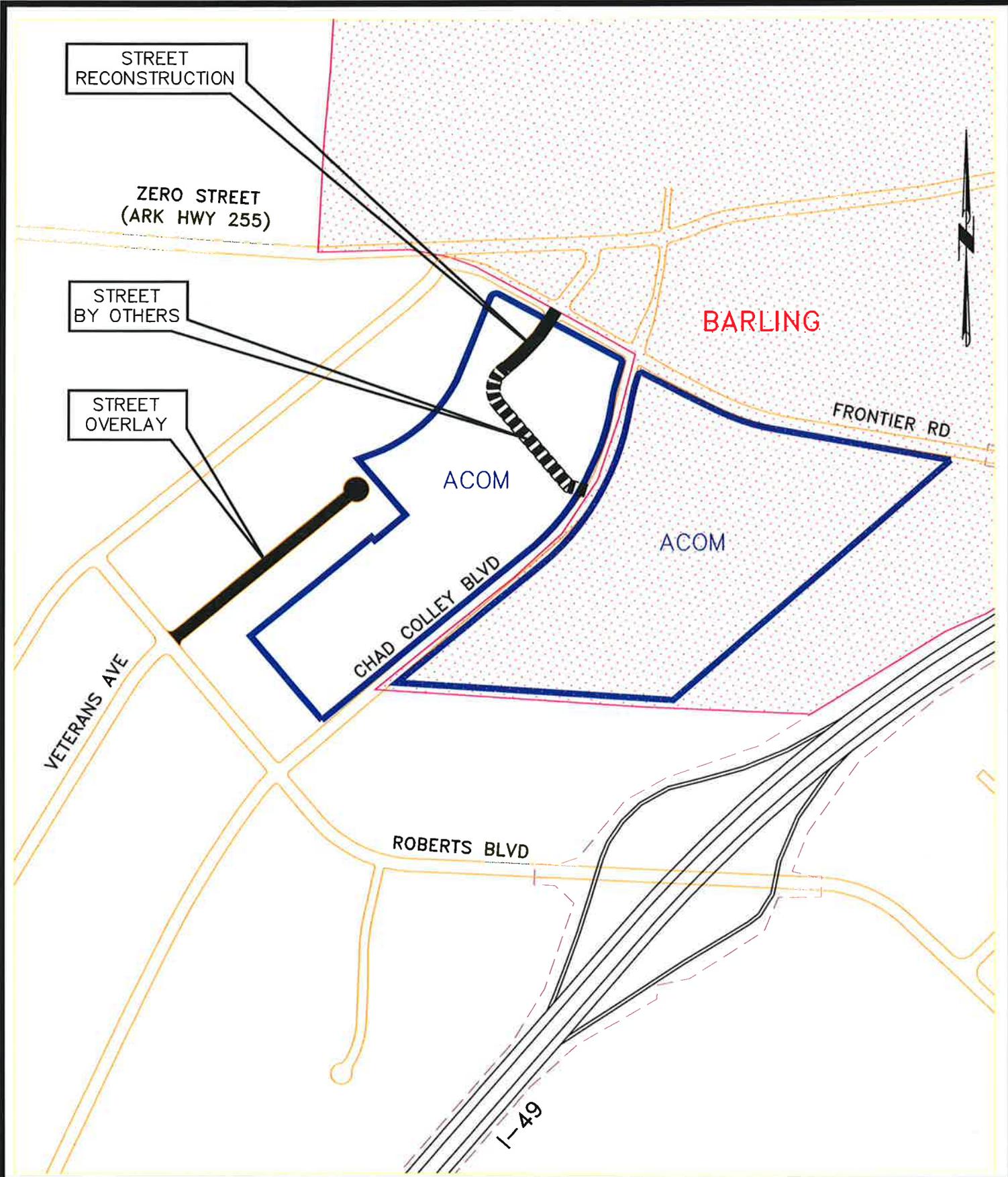


2015 CAPITAL IMPROVEMENTS PROGRAM  
FCRA DEVELOPMENT



Project:	
Date:	SEPT. 2014
Scale:	NONE
Drawn By:	RBR
PAGE:	22

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2015 CAPITAL IMPROVEMENTS PROGRAM  
FCRA DEVELOPMENT



Project:	
Date:	SEPT. 2014
Scale:	NONE
Drawn By:	RBR
	PAGE: 23

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE FIXING THE RATE OF AND LEVYING FIVE (5.0) MILLS UPON ALL TAXABLE REAL AND PERSONAL PROPERTY IN THE CITY OF FORT SMITH, ARKANSAS FOR THE YEAR 2014 FOR GENERAL PURPOSES**

---

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

**SECTION 1:** The rate of taxation of all real and personal property in the City of Fort Smith, Arkansas, for the year 2014 for general purposes under the authority of Section 4, Article 12 of the Constitution of 1874 of the State of Arkansas is hereby fixed at five (5.0) mills on the dollar of assessed valuation of all taxable real and personal property subject to taxation in the City of Fort Smith, Arkansas.

**SECTION 2:** The City Clerk is hereby directed to transmit a certified copy of this ordinance to the County Clerk of Sebastian County, Arkansas, for the Fort Smith District, to the end that said taxes may be extended upon the books of said County and collected as required by law.

**PASSED AND APPROVED this 7<sup>th</sup> day of October, 2014.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

Approved as to form:



\_\_\_\_\_  
Publish one time

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO LEVY ONE (1) MILL TAX UPON EACH DOLLAR OF ASSESSED VALUE OF TAXABLE REAL AND PERSONAL PROPERTY TO BE USED FOR MAINTENANCE OF A PUBLIC-CITY LIBRARY PURSUANT TO THE PROVISIONS OF AMENDMENT NO. 30 OF THE CONSTITUTION OF THE STATE OF ARKANSAS OF 1874 ADOPTED NOVEMBER 5, 1940, AND FOR OTHER RELATED PURPOSES**

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

**SECTION 1:** There is hereby levied for the year 2014 a one (1) mill tax on the assessed value of taxable real and personal property located within the City, the proceeds from the collection of which shall be paid into a fund to be used for the maintenance of the Fort Smith Public-City Library.

**SECTION 2:** The said tax shall be levied, collected and paid over to said fund to be used for said purpose at the time and in the manner as the law now provides for the levy, collection and payment over of other general taxes of the City of Fort Smith as are now levied and collected and that the proceeds of such tax shall be segregated by the City Directors and used only for the purpose of maintenance of a Public-City Library.

**SECTION 3:** The City Clerk of the City of Fort Smith is hereby directed to submit a certified copy of this ordinance to the County Clerk of Sebastian County, Arkansas, for the Fort Smith District, to the end that said taxes may be extended upon the books of said County and collected together with other taxes.

**PASSED AND APPROVED this 7<sup>th</sup> day of October, 2014.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

Approved as to form:



\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
Publish one time

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO LEVY ONE (1) MILL TAX UPON EACH DOLLAR OF ASSESSED VALUE OF TAXABLE REAL AND PERSONAL PROPERTY FOR POLICE RETIREMENT AND PENSION FUND, PURSUANT TO THE PROVISIONS OF AMENDMENT NO. 31 OF THE CONSTITUTION OF THE STATE OF ARKANSAS OF 1874 ADOPTED NOVEMBER 5, 1940, AND FOR OTHER RELATED PURPOSES**

---

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

**SECTION 1:** There is hereby levied for the year 2014 a one (1) mill tax on the assessed value of taxable real and personal property located within the City, the proceeds from the collection of which shall be paid into the Police Retirement and Pension Fund for the purpose of such fund as provided by law.

**SECTION 2:** The said tax shall be levied, collected and paid over to said fund to be used for said purpose at the time and in the manner as the law now provides for the levy, collection and payment over of other general taxes of the City of Fort Smith; provided, the person who thereby collects said tax shall pay the same directly to said fund, or the trustee or custodians, thereof.

**SECTION 3:** The City Clerk of the City of Fort Smith is hereby directed to submit a certified copy of this ordinance to the County Clerk of Sebastian County for the Fort Smith District to the end that said taxes may be extended on the tax books of said District of said County and collected together with other taxes.

**PASSED AND APPROVED this \_\_\_\_\_ 7<sup>th</sup> \_\_\_\_\_ day of October, 2014.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

Approved as to form:



\_\_\_\_\_  
Publish one time

\_\_\_\_\_  
**City Clerk**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO LEVY ONE (1) MILL TAX UPON EACH DOLLAR OF ASSESSED VALUE OF TAXABLE REAL AND PERSONAL PROPERTY FOR FIRE RETIREMENT AND PENSION FUND, PURSUANT TO THE PROVISIONS OF AMENDMENT NO. 31 OF THE CONSTITUTION OF THE STATE OF ARKANSAS OF 1874 ADOPTED NOVEMBER 5, 1940, AND FOR OTHER RELATED PURPOSES**

---

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

**SECTION 1:** There is hereby levied for the year 2014 a one (1) mill tax on the assessed value of taxable real and personal property located within the City, the proceeds from the collection of which shall be paid into the Fire Retirement and Pension Fund for the purpose of such fund as provided by law.

**SECTION 2:** The said tax shall be levied, collected and paid over to said fund to be used for said purpose at the time and in the manner as the law now provides for the levy, collection and payment over of other general taxes of the City of Fort Smith; provided, the person who thereby collects said tax shall pay the same directly to said fund, or the trustee or custodians, thereof.

**SECTION 3:** The City Clerk of the City of Fort Smith is hereby directed to submit a certified copy of this ordinance to the County Clerk of Sebastian County for the Fort Smith District to the end that said taxes may be extended on the tax books of said District of said County and collected together with other taxes.

**PASSED AND APPROVED this 7<sup>th</sup> day of October, 2014.**

**APPROVED:**

\_\_\_\_\_  
**Mayor**

**ATTEST:**

Approved as to form:



\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
Publish one time

**MEMORANDUM**  
**October 3, 2014**

**TO:** Ray Gosack, City Administrator  
**FROM:** Sherri Gard, City Clerk  
**RE:** Millage Ordinances

The attached ordinances represent the City's annual levy of eight (8) mills from all taxable real and personal property in Fort Smith for the year 2014 (to be collected in 2015), and are described as follows:

<u>Category</u>	<u>Millage</u>	<u>Estimated 2015 Revenue</u>	<u>Same Rate Since</u>
City General	5	\$ 7 million	1987
Public Library	1	\$1.4 million	1986
Fire Retirement & Pension	1	\$1.4 million	1989
Police Retirement & Pension	1	\$1.4 million	1989

There are no changes to the current millage rates. The above rates are the maximum allowable per state law, with the exception of the public library. The five (5) general mills are estimated to generate \$7 million for the General Fund in 2015, which is 15% of all General Fund revenue. Property tax revenue is the second highest source of revenue in the General Fund.

Upon approval, the ordinances will be submitted to the Sebastian County Clerk for presenting to the Quorum Court at their November meeting (when millage for all cities in Sebastian County is considered).

Just to provide a bit of history. With the exception of 1985 & 1986 (when millage for all cities in Arkansas was reduced due to Amendment No. 59), the millage for general purposes has been five (5) mills since 1892.

If there are any questions, please let me know.

c: Kara Bushkuhl, Director of Finance

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION EXPRESSING DESIRE OF CITY OF FORT SMITH REGARDING CLEAN WATER ACT NEGOTIATIONS AND DIRECTING ADMINISTRATION TO CONTINUE WITH PLANNED SANITARY SEWER SYSTEM IMPROVEMENTS**

---

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

SECTION 1: It is the desire and hope of the governing body of the City of Fort Smith that negotiations with the Department of Justice and Environmental Protection Agency would continue in a good faith effort to reach an agreed, consent decree providing for continued improvements to Fort Smith’s sanitary sewer system and its operation consistent with the Clean Water Act.

SECTION 2: Irrespective of the status of negotiations addressed by Section 1 above, the City Administrator and administrative officials in charge of the Fort Smith sanitary sewer system are hereby authorized and directed to proceed with all planned projects for improvements to the sanitary sewer system and its operation for the purpose of causing the system to operate in compliance with the Clean Water Act.

This Resolution adopted this \_\_\_\_\_ day of October, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:



\_\_\_\_\_  
City Attorney  
No Publication Required



## *MEMORANDUM*

October 3, 2014

**TO:** Mayor and Board of Directors

**FROM:** Ray Gosack, City Administrator

**SUBJECT:** Sanitary Sewer Improvements

Attached is the resolution which was requested at the October 2<sup>nd</sup> special board meeting regarding the sanitary sewer consent decree discussions with the U.S. Department of Justice and the Environmental Protection Agency. The resolution affirms the board's desire to continue the negotiations, and directs the staff to proceed with planned projects irrespective of the status of negotiations. Approval of the resolution is recommended.

A handwritten signature in black ink that reads "Ray".

Attachment

# Tax Back

## Resolution



RESOLUTION No. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).**

*WHEREAS*, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

*WHEREAS*, the local government must authorize the refund of local sales and use taxes as provided in the Consolidated Incentive Act of 2003; and

*WHEREAS*, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

*WHEREAS*, Dixie Consumer Products, LLC located at 4411 Midland Blvd, Fort Smith, Arkansas has sought to participate in the program and more specifically has requested benefits accruing from construction and/or expansion of the specific facility; and

*WHEREAS*, Dixie Consumer Products, LLC has agreed to furnish the local government all necessary information for compliance.

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

1. Dixie Consumer Products, LLC be endorsed by the Board of Directors of the City of Fort Smith for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
- 2. The Department of Finance and Administration is authorized to refund local sales and use taxes to Dixie Consumer Products, LLC.**
3. This resolution shall take effect immediately.

\_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
npr



# Memo

**To:** Ray Gosack, City Administrator  
**From:** Jeff Dingman, Deputy City Administrator  
**Date:** 10/3/2014  
**Re:** Tax Back Endorsement: **Dixie Consumer Products, LLC**

---

The City has received a request from the Arkansas Economic Development Commission and the Fort Smith Regional Chamber of Commerce for participation in the state "Tax Back" program authorized by the Consolidated Incentive Act of 2003 on behalf of **Dixie Consumer Products, LLC**. This program allows for new or expanding businesses to request refunds of sales taxes paid on building materials, new equipment and other eligible expenses incurred due to construction and/or expansion.

The current request is on behalf of **Dixie Consumer Products, LLC**, who plans to expand its current production facility located in Fort Smith at 4411 Midland Boulevard by investing \$40,000,000 in new equipment and renovations to the existing building. In addition to this significant expansion, the company will be adding 15 new jobs at approximately \$19/hour.

The Tax Back program is a state and local sales tax refund incentive to attract business growth or expansion to Arkansas. The incentive applies to capital purchases associated with construction of new facilities or expansion of existing facilities (such as equipment or building materials) and does not apply to ongoing purchases. The majority of the incentive will be derived from the state sales tax rate. However, in order to participate in the program, the local governments must also agree to the sales tax refund.

Attached is a resolution supporting the participation of **Dixie Consumer Products, LLC** in the "Tax Back" program, and the staff recommends approval. The resolution requires approval of an emergency clause as it declares that it is effective immediately upon approval. This action will support the board's stated goal of pursuing economic development and job creation.

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

RESOLUTION \_\_\_\_\_

**A RESOLUTION TO ACCEPT THE BIDS AND AUTHORIZE A  
CONTRACT FOR THE CONSTRUCTION OF  
STREET OVERLAYS/RECONSTRUCTION  
PROJECT NO. 14-03-B**

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

SECTION 1: The bid of Forsgren, Inc. received September 9, 2014 for the construction of Street Overlays/Reconstruction, Project No. 14-03-B, in the amount of \$2,119,570.81 be accepted.

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

SECTION 3: Payment for construction authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this \_\_\_\_\_ day of October, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form



\_\_\_\_\_  
No Publication Required

## INTER-OFFICE MEMO

**TO:** Ray Gosack, City Administrator  
**FROM:** Stan Snodgrass, P.E., Director of Engineering  
**DATE:** October 1, 2014  
**SUBJECT:** Street Overlays/Reconstruction  
Project No. 14-03-B

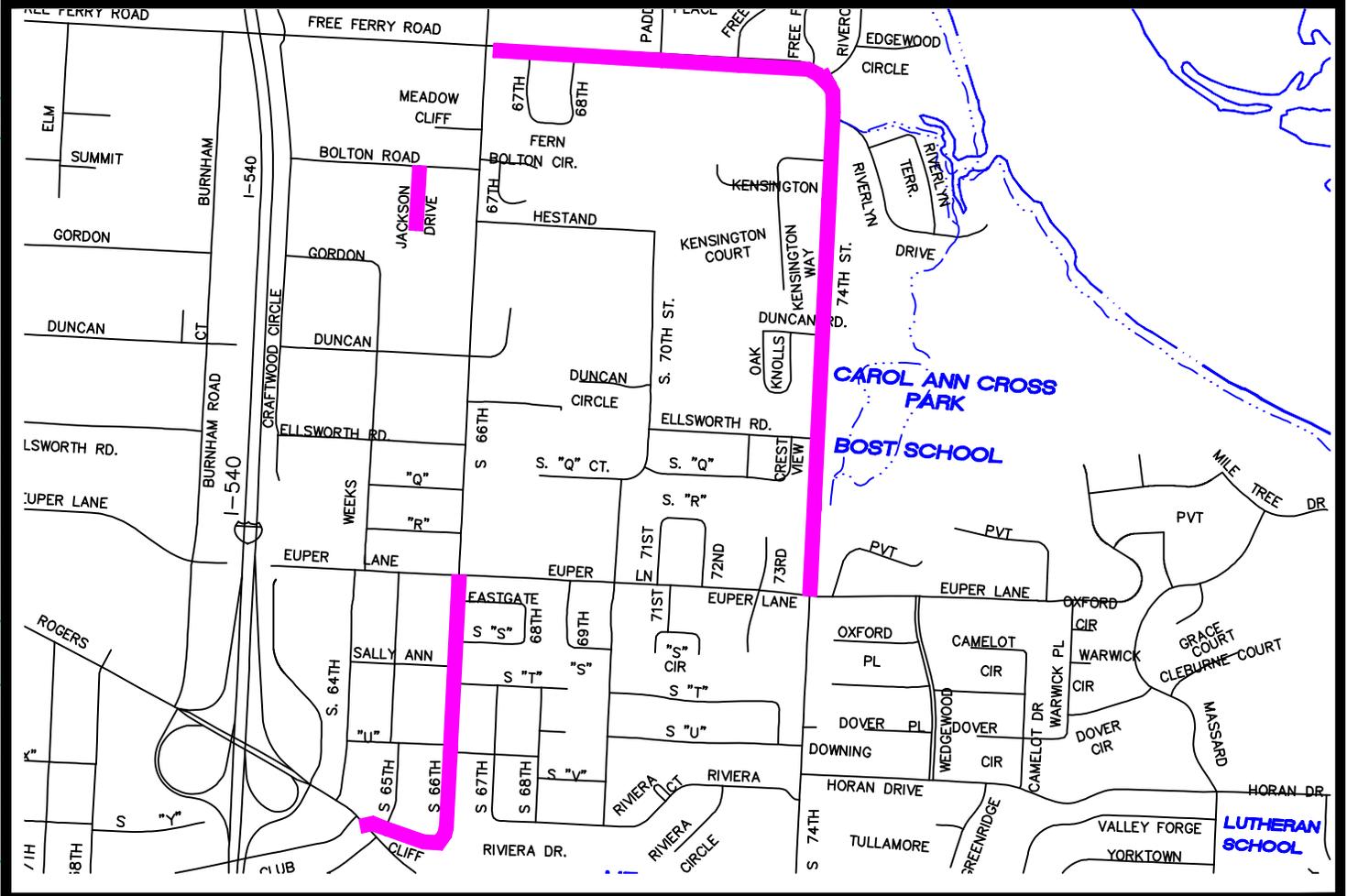
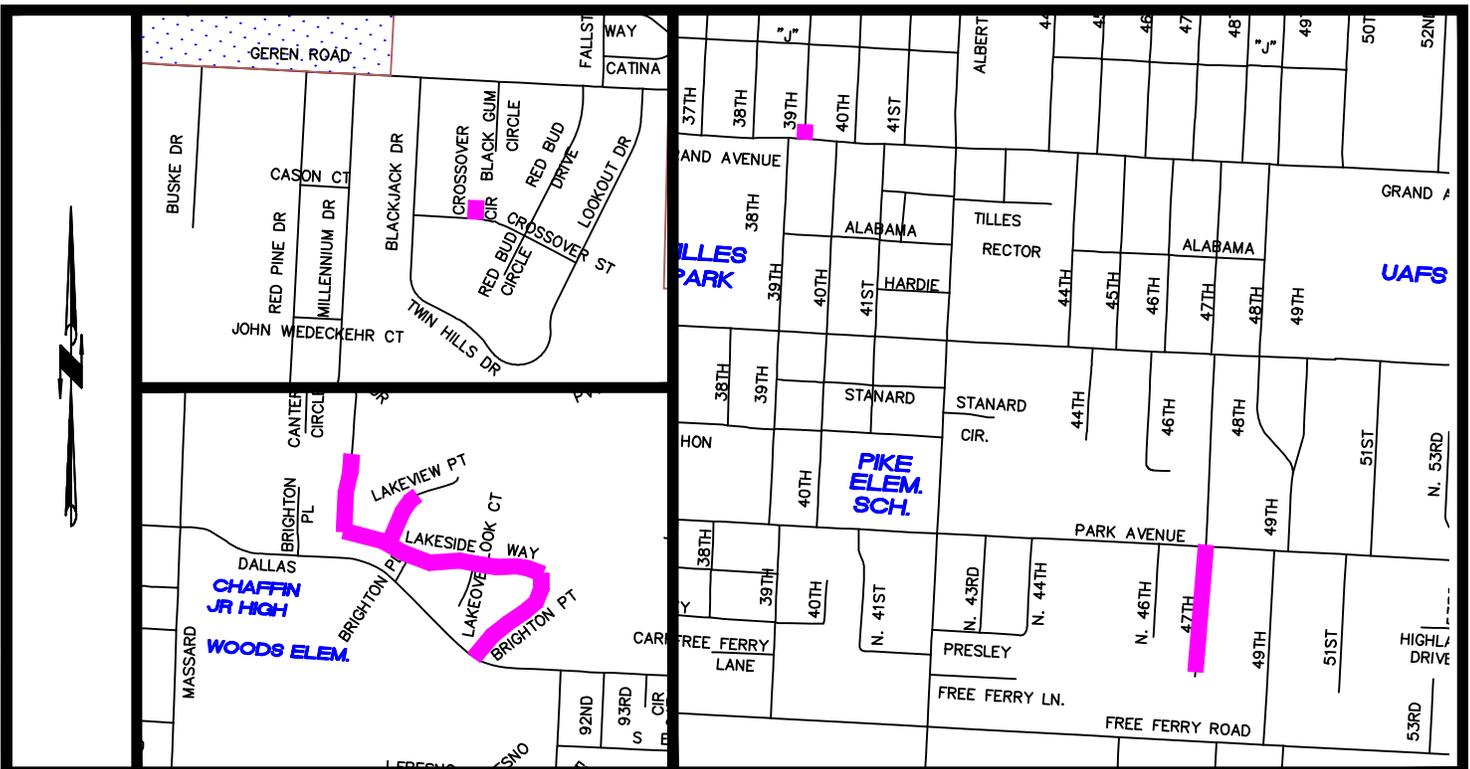
The above subject project consists of asphalt street overlays, reconstruction and minor drainage improvements as shown on the attached exhibit. The total length of streets to be improved is approximately 2.7 miles.

Construction plans and specifications were prepared by Brixey Engineering & Land Surveying, Inc. of Fort Smith and Hawkins-Weir Engineers, Inc. of Van Buren. An advertisement was published and bids were received on September 9, 2014. Two contractors requested plans and specifications and two bids were received which are summarized as follows:

<b>CONTRACTOR</b>	<b>AMOUNT</b>
1. Forsgren, Inc. Fort Smith, AR	\$ 2,119,570.81
2. Goodwin & Goodwin Fort Smith, AR	\$ 2,370,263.25
<i>Engineer's Estimate</i>	<i>\$ 2,200,000.00</i>

I recommend that the lowest bid be accepted and that the construction contract be awarded to Forsgren, Inc. The estimated notice to proceed date for this contract is November 10, 2014. Based on the contract duration of 270 days, the estimated completion date would be August 6, 2015.

Attached is a Resolution to accomplish the above recommendation. Funds are available in the Sales Tax Program (1105).



2014 CAPITAL IMPROVEMENTS PROGRAM  
STREET OVERLAYS/RECONSTRUCTION



Project: 14-03-B  
Date: OCT. 2013  
Scale: NONE  
Drawn By: RBR

RESOLUTION \_\_\_\_\_

**A RESOLUTION TO ACCEPT THE BIDS AND AUTHORIZE  
A CONTRACT FOR THE  
2014 STREET STRIPING REPLACEMENT  
PROJECT NO. 14-85-A**

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

SECTION 1: The bid of Advanced Workzone Services, LLC received September 9, 2014, for the 2014 Street Striping Replacement, Project No. 14-85-A, in the amount of \$51,456.86 be accepted.

SECTION 2: The Mayor is authorized to execute a contract with Advanced Workzone Services, LLC subject to the terms set forth in Section 1 above.

SECTION 3: Payment for construction authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this \_\_\_\_\_ day of October, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form



\_\_\_\_\_  
No Publication Required

## INTER-OFFICE MEMO

**TO:** Ray Gosack, City Administrator  
**FROM:** Stan Snodgrass, P.E., Director of Engineering  
**DATE:** October 1, 2014  
**SUBJECT:** 2014 Street Striping Replacement  
Project No. 14-85-A

The above subject project includes the replacement of street striping at various locations as noted on the attached list. The total length of street striping is approximately 126,000 feet (24 miles).

The striping list was prepared by the Street Operations Department. Contract bid documents were prepared by the Engineering Department. An advertisement was published and bids were received on September 9, 2014. Two contractors requested the bid documents and two bids were received which are summarized as follows:

<b>CONTRACTOR</b>	<b>AMOUNT</b>
1. Advanced Workzone Services, LLC Muskogee, OK	\$ 51,456.86
2. Time Striping, Inc. Van Buren, AR	\$ 54,628.20
<i>Engineer's Estimate</i>	<i>\$ 60,000.00</i>

I recommend that the lowest bid be accepted and that the contract be awarded to Advanced Workzone Services, LLC. The estimated notice to proceed date for this contract is November 10, 2014. Based on the contract duration of 120 days, the estimated completion date would be March 9, 2015.

Attached is a Resolution to accomplish the above recommendation. Funds are available in the Sales Tax Program (1105) for the construction.

## ATTACHMENT A 2014 STRIPING LIST

FEET	YELLOW		NEEDS GRINDING		
4,465'	GARY ST	FROM	OLD GWD RD	TO	LEIGH AV
2,071'	MASSARD RD	FROM	ROGERS AV	TO	PHOENIX AV
992'	MOODY RD	FROM	MASSARD RD	TO	9007
1,136'	S. 46TH ST	FROM	FREE FERRY RD	TO	ROGERS AV
3,716'	INDEPENDENCE RD	FROM	S. 25TH ST	TO	OLD JENNY LIND
3,844'	JENNY LIND RD	FROM	DALLAS ST	TO	HOUSTON ST
4,674'	S. 74TH ST	FROM	ROGERS AV	TO	PHOENIX AV
1,570'	S. 91ST ST	FROM	DALLAS ST	TO	ROGERS AV
496'	BROOKEN HILL DR	FROM	JENNY LIN RD	TO	HWY 253
500'	JENNY LIND RD	SOUTH OF	BROOKEN HILL DR		ISLAND

23,464'

	WHITE		NEEDS GRINDING		
670'	MASSARD RD	FROM	ROGERS AV	TO	PHOENIX AV
70'	S. 46TH ST	FROM	FREE FERRY RD	TO	ROGERS AV
2,058'	NORTH B ST	FROM	N. 25TH ST	TO	N. 5TH ST
215'	COUNTRY CLUB AV	FROM	SUNSET	TO	S. 46TH ST
801'	S. 74TH ST	FROM	ROGERS AV	TO	PHOENIX AV
101'	S. 91ST ST	FROM	DALLAS ST	TO	ROGERS AV
148'	BROOKEN HILL DR	FROM	JENNY LIND RD	TO	HWY 253
4 ARROWS	BROOKEN HILL DR	@	HWY 253		

4,063'

YELLOW PAINT					
5,502'	OLD HWY 71	FROM	HWY 71	TO	TENNESSE RIDGE
1,142'	CAVANAUGH RD	FROM	STATE LINE RD	TO	JOSEPH ST
3,252'	SOUTH T ST	FROM	SOUTH S ST	TO	HENDRICKS BLVD
100'	TOWSON AV	FROM	HWY 71	TO	TOWSON PL
860'	TOWSON PL	FROM	TOWSON AV	TO	HWY 271
23,012'	MASSARD RD	FROM	ZERO ST	TO	CHAD COLLEY
240'	FLAGSTONE RD	FROM	ROBERTS	TO	END OF ROAD
866'	CLIFF DR	FROM	ROGERS AV	TO	S. 66TH ST
10,080'	CLIFF DR	FROM	4700 BLK	TO	S. 58TH ST
604'	N. 41 ST	FROM	NORTH O ST	TO	GRAND AV
1,580'	FRONTIER RD	FROM	VETERANS AV	TO	EXISTING STRIPING
1,742'	VETERIANS AV	FROM	HWY 255	TO	CUSTER BLVD
2,300'	COUNTRY CLUB	FROM	SUNSET	TO	VALLEY ROAD
550'	VALLEY ROAD	FROM	COUNTRY CLUB	TO	S. 46TH ST
50'	S. 23RD ST	FROM	SUNSET	TO	COUNTRY CLUB
10,790'	RYE HILL RD E	FROM	CHAD COLLEY	TO	HOWARD HIL RD

**YELLOW PAINT**

Page 2

3,592'	ALBERT PIKE AV	FROM	ROGERS AV	TO	SOUTH S ST
6,400'	HOWARD HILL RD	FROM	NORTHWICH ST	TO	DONAHOE RIDGE
622'	NEWLON RD	FROM	N. 6TH ST	TO	PARK ST
4,446'	RYE HILL RD E	FROM	6807 BLK	TO	RYE HILL RD S
8,516'	BROOKEN HILL DR	FROM	JENNY LIND RD	TO	HWY 253
550'	JENNY LIND RD	SOUTH OF	BROOKEN HILL DR		<b>ISLAND</b>

**86,796'**

**YELLOW PAINT**

7,266'	AIRPORT	FROM	S. 74TH ST	TO	S. 66TH ST
<b>AND ALL STRIPING IN &amp; OUT OF THE AIRPORT TERMINAL</b>					

**7,266'**

**WHITE PAINT**

984'	GARY ST	FROM	OLD GWD RD	TO	LEIGH AV
546'	MASSARD RD	FROM	ZERO ST	TO	CHAD COLLEY
1,043'	JENNY LIND RD	FROM	DALLAS ST	TO	HOUSTON ST
78'	ALBERT PIKE AV	FROM	ROGERS AV	TO	SOUTH S ST
200'	BROOKEN HILL DR	FROM	JENNY LIN RD	TO	HWY 253

**2,851'**

**WHITE PAINT**

1,316'	AIRPORT	FROM	S. 74TH ST	TO	S. 66TH ST
<b>AND ALL STRIPING IN &amp; OUT OF THE AIRPORT TERMINAL</b>					

**1,316'**

**Grinding Total: 27,527**

**Yellow Paint 117,526**

**White Paint 8,230**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING  
FINAL PAYMENT TO RICHARDSON ROOFING LLC FOR THE  
RE-ROOFING OF THE CREEKMORE POOL BUILDING AND THE  
ROOF REPLACEMENT OF THE CREEKMORE COMMUNITY CENTER

---

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 construction of the above  
captioned project as complete.

SECTION 2: Final payment is hereby authorized in the amount of \$8,700.00 to  
the contractor, Richardson Roofing LLC, for the above captioned project.

This Resolution adopted this \_\_\_\_\_ day of October, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM



\_\_\_\_\_.npr



## Memo:

September 24, 2014

To: Ray Gosack, City Administrator  
From: Mike Alsup, Director of Parks and Recreation *Mike Alsup*  
Re: Creekmore Community Center and Pool Building Roof Project  
Accepting completion and authorizing final payment

New roofs were needed for the Creekmore Pool Building and the Creekmore Community Center. Upon inspection it was noted that the pool building could be re-roofed; however the community center roof needed to be removed and replaced.

Funding for the project was budgeted in the 2014 capital improvements. Richardson Roofing LLC, Fort Smith, Arkansas was the low bidder at \$87,000.00.

The new roof system was installed by manufacturer certified installers as per the specifications and the project was completed within the thirty (30) day contract period. The staff recommends approval of this resolution. Please contact me if you have any questions.

attachment

**Project Summary**

Project Status:	Complete	Project name:	Re-roofing of the Creekmore Pool building and the roof replacement of the Creekmore Community Center
Today's Date:	October 1, 2014		
Staff contact name:	Mike Alsup	Project contractor:	Richardson Roofing LLC
Staff contact phone:	(479) 784-1006		
Notice to proceed issued:	August 26, 2014		

	Dollar Amount	Contract Time (Days)
Original bid award	87,000.00	30
Change orders:	none	
Total change orders	<u>0.00</u>	
Adjusted contract amount	<u><u>87,000.00</u></u>	
Payments to date (as negative):	-78,300.00	
Amount of this payment (as negative)	-8,700.00	
Retainage held	0.00	
Contract balance remaining	0.00	
Amount over (under) as a percentage	0%	
Final Comments:		

RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH NEBO RESIDUALS SERVICE, INC., FOR LAKE FORT SMITH AND LEE CREEK WATER TREATMENT PLANT RESIDUALS LAGOON CLEANING

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

SECTION 1: The bid of Nebo Residuals Services, Inc., for the performance of the Lake Fort Smith and Lee Creek Water Treatment Plant Residuals Lagoon Cleaning, Project Number 14-08-C1, is hereby accepted.

SECTION 2: The Mayor is hereby authorized to execute a contract with Nebo Residuals Services, Inc., in the amount of \$500,000.00, for performing said services.

This Resolution adopted this \_\_\_\_\_ day of October 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
npr

**INTER-OFFICE MEMO**

**TO:** Ray Gosack, City Administrator

**DATE:** September 29, 2014

**FROM:** Steve Parke,  Director of Utilities

**SUBJECT:** Lake Fort Smith and Lee Creek Water Treatment Plant  
Residuals Lagoon Cleaning, Project Number 14-08-C1

Lake Fort Smith water treatment plant filter backwash lagoon number 1 and Lee Creek water treatment plant filter backwash lagoon numbers 3 and 4 have accumulated treatment residuals which need to be removed. This project provides for the removal and disposal of the treatment residuals material.

The low bid for the disposal work was submitted by Nebo Residuals Services, Inc., in the amount of \$633,000.00 which exceeded the funds budgeted for the project. In accordance with the provisions under state law, staff negotiated a reduction in the amount of material to be disposed with Nebo Residuals Services to bring the contract amount in line with the budgeted amount. This reduced the amount of materials to be removed from the Lake Fort Smith lagoon by 1,690 cubic yards resulting in a reduced contract amount of \$500,000.00. A bid tabulation showing the bidders and their bid amounts is attached.

A Resolution is attached which authorizes the award of the lagoon cleaning contract to Nebo Residuals Services in the amount of \$500,000.00. Funds are available within the department's water treatment operating program to pay for these services.

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

attachment

pc: Jeff Dingman

## **Bid Tabulation Sheet**

### **Project Name**

Lake Fort Smith and Lee Creek Water Treatment Plant Residuals Lagoon Cleaning  
Project Number 14-08-C1

### **Bid Opening**

September 23, 2014  
2:00 P.M.

### **Bids Received**

Nebo Residuals Services, Inc.  
Russellville, AR                    \$ 633,000.00

Terra Renewal West LLC  
Russellville, AR                    \$ 679,000.00

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER FOUR  
WITH CRAWFORD CONSTRUCTION COMPANY FOR THE CHAFFEE  
CROSSING WATER SUPPLY IMPROVEMENTS - PUMP STATION

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

Change Order Number Four deducting \$9,885.40 from the contract amount with  
Crawford Construction Company for construction of the Chaffee Crossing Water Supply  
Improvements - Pump Station, Project Number 12-04-C3, adjusting the final contract amount to  
\$1,416,449.40.

This Resolution adopted this \_\_\_\_\_ day of October 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
npr

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO CRAWFORD CONSTRUCTION COMPANY FOR THE CHAFFEE CROSSING WATER SUPPLY IMPROVEMENTS - PUMP STATION

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

SECTION 1: The construction of the Chaffee Crossing Water Supply Improvements - Pump Station, Project Number 12-04-C3, is hereby accepted as complete.

SECTION 2: Final payment to Crawford Construction Company in the amount of \$101,427.29, is hereby approved.

This Resolution adopted this \_\_\_\_\_ day of October 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
npr

## INTER-OFFICE MEMO

**TO:** Ray Gosack, City Administrator

**DATE:** September 30, 2014

**FROM:** Steve Parke, Director of Utilities

**SUBJECT:** Chaffee Crossing Water Supply Improvements  
Pump Station Project Number 12-04-C3

Crawford Construction Company has completed the construction of the Chaffee Crossing pump station and submitted a final payment request in the amount of \$101,427.29. Along with the final payment request, Crawford Construction has also submitted a deductive change order in the amount of \$9,885.40 to remove four items of work. These items of work are related to the telemetry which allows the pump station to control the water levels within the new 2.5 million gallon ground storage reservoir also being constructed to serve the Chaffee Crossing and southern growth areas. It was originally anticipated that the construction of the pump station and ground storage reservoir would be generally within the same construction time period. However, the reservoir contract was delayed and the telemetry controls within Crawford Construction's contract cannot be completed until the reservoir's construction is much further along. It is reasonable not to hold Crawford's contract open for this minor amount of work. The subcontractor's who were originally going to perform the work for Crawford Construction have agreed to complete the work under a separate agreement with the city at a later date to be coordinated with the reservoir's construction for the same \$9,885.40 amount being deducted from Crawford Construction's contract.

A Resolution approving Change Order Number Four to deduct \$9,885.40 from the contract with Crawford Construction and adjusting the final contract amount to \$1,416,449.40 is attached. Also, a Resolution accepting the pump station project as complete and authorizing final payment to Crawford Construction in the amount of \$101,427.29 is attached. A project summary sheet is attached for your review.

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

attachment

pc: Jeff Dingman

## Project Summary

Project status: Complete	Project name: Chaffee Crossing Water Supply Improvements - Pump Station
Today's date: September 29, 2014	Project number: 12-04-C3
Staff contact name: Steve Parke	Project engineer: Mickle Wagner Coleman, Inc.
Staff contact phone: 784-2231	Project contractor: Crawford Construction Company
Notice to proceed issued: June 21, 2013	
Contract completion date: August 11, 2014	

	Dollar Amount	Contract Time (Days)
Original contract	\$1,404,600.00	180
Change orders:		
Change Order #1	\$6,371.91	16
Change Order #2	\$6,617.63	5
Change Order #3	\$8,745.26	6
Change Order #4 (pending)	<u>\$-9,885.40</u>	<u>        </u>
Total change orders	\$11,849.40	
Adjusted contract (pending approval of CO #3)	\$1,416,449.40	207
Payments to date (as negative) (as percentage)	\$-1,315,022.11 93%	
Amount of this payment (as negative)	N/A	
Retainage held	\$0.00	
Contract balance remaining (as percentage)	\$0.00	
Amount (over) (as percentage)	\$11,849.40 0.8%	

Final comments:

Contract completion delayed due to pump station damage caused beyond contractor's control. All damages repaired and covered by contractor's insurance.

# October 2014

October 2014							November 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sep 28	29	30	Oct 1	2	3	4
				12:00pm Housing Assistance Board (Main Library) 6:00pm Historic Dist. Com. (220 North 7 Street)		
5	6	7	8	9	10	11
		11:30am Planning Com. S.S. (Creekmore) 6:00pm Board of Directors (FSM Public Schools Serv. Cntr.)	12:00pm Parks Commission (Creekmore)	12:00pm Oak Cemetery Commission (Creekmore)		
12	13	14	15	16	17	18
	11:00am Property Owners Appeal Bd. (Planning Conf. Rm.)	12:00pm Board of Directors S.S. (Main Library) 5:30pm Planning Com. (Creekmore)		6:00pm Ward 4 Neighborhood Mtg. (Woods Elementary School)		
19	20	21	22	23	24	25
		10:00am CBID (Area Agency) 4:30pm Library Board of Trustees (Main Library) 6:00pm Board of Directors (FSM Public Schools Serv. Cntr.)				
26	27	28	29	30	31	Nov 1
	6:00pm Brainstorming Mtg. (Fire Station No. 11)	12:00pm Board of Directors S.S. (Main Library) 4:00pm A & P Commission (Miss Laura) 5:30pm Airport Commission (Airport)		11:30am Housing Authority Com. (Beckman Center) 5:30pm Historic Dist. S.S. (220 North 7 Street)		

Beshhears, Wendy