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 – Tracy Pennartz
At Large Position 6 – Kevin Settle
At Large Position 7 – Don Hutchings

AGENDA

Fort Smith Board of Directors
REGULAR MEETING
March 3, 2015 ~ 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 AND ONLINE AT http://www.ustream.tv/channel/city-of-fort-smith-board-of-directors-meetings

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 FEBRUARY 17, 2015 REGULAR MEETING

ITEMS OF BUSINESS:

1. Items regarding rates for services of the sanitary sewer system *~ Lorenz/Lau placed on agenda at the February 24, 2015 study session ~*

   A. Introduction of an ordinance to provide for rates for services of the sanitary sewer system and superseding ordinances in conflict herewith

   B. Resolution setting public hearing regarding proposed rates for sanitary sewer services and authorizing publication of a notice of said public hearing

2. Ordinance amending Ordinance No. 71-11 to amend disinterment fees at Oak Cemetery

3. Consent Agenda

A. Resolution to accept the bid and authorize a contract for the 2015 Drainage Improvements, Phase A, Project No. 15-06-A *($817,504.00 / Engineering Department / Budgeted – Sales Tax Program Fund)*

B. Resolution approving and authorizing the Mayor to execute a trade contract for materials and services related to the construction of an aquatics facility at Ben Geren Regional Park *(Parrot Island Waterpark) ($79,000.00 / Parks Department / Budgeted – 2012 Sales Tax Bonds)*

C. Resolution authorizing the execution of a non-residential solid waste collection and disposal permit and agreement with Norris Services & Construction, Inc.

D. Resolution accepting bid for purchase of a roll-off truck *($185,866.29 / Sanitation Department / Budgeted – Program 6307 Sinking Fund)*

E. Resolution authorizing Amendment No. 1 to Authorization No. 2 with Hawkins-Weir Engineers, Inc. for the Neighborhood Water System Improvements – Haven Hill and North "K" Street *($16,500.00 / Utility Department / Budgeted – 2008 Revenue Bonds)*

F. Resolution accepting the project as complete and authorizing final payment to Brothers Construction, Inc. for the Neighborhood Water System Improvements - Haven Hill and North "K" Street *($52,297.97 / Utility Department / Budgeted – 2008 Revenue Bonds)*

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

ADJOURN

ORDINANCE NO. _____ 1 A

AN ORDINANCE TO PROVIDE FOR RATES FOR SERVICES
OF THE SANITARY SEWER SYSTEM AND SUPERSEDING
ORDINANCES IN CONFLICT HEREWITH

BE IT ORDAINED AND ENACTED by the Board of Directors of the City of Fort Smith, Arkansas that:

SECTION 1: Ordinance No. 73-10 and prior sanitary sewer system rate ordinances are hereby repealed on the effective date of the rates established by this ordinance and replaced with the following:

Users of the sanitary sewer system shall be and are hereby required to pay monthly sewer user charges in accordance with the schedule set forth below. The user charge accrual shall commence on the date the customer makes the service connection or on the date the City's facilities are ready for use, whichever is later. If a customer receives water solely for irrigation purposes through a totally separate meter and system, or, if a customer receives water through a totally separate meter and system for other verifiable purpose and the water is not discharged into the sewer system, such water shall not be subject to charges under this ordinance.

Rate Schedule
Effective May 1, 2015

User Class	Unit	Dollars
Billing Charge	Per Account	$2.50
Volume Charge		
Residential	ccf	$5.35
Commercial	ccf	$5.35
Industrial	ccf	$5.35
High-Strength Charge (for strengths above 250 mg/l)		

BOD	lb.	$0.2803
TSS	lb.	$0.2137
Monitoring	Actual Cost	Actual Cost
Contract/Wholesale Users	ccf	$1.68
High-Strength Charge (for strengths above 250 mg/l)		
BOD	lb.	$0.2803
TSS	lb.	$0.2137
Monitoring	Actual Cost	Actual Cost

Effective January 1, 2016

User Class	Unit	Dollars
Billing Charge	Per Account	$3.50
Volume Charge		
Residential	ccf	$7.15
Commercial	ccf	$7.15
Industrial	ccf	$7.15
High-Strength Charge (for strengths above 250 mg/l)		
BOD	lb.	$0.3785
TSS	lb.	$0.2885
Monitoring	Actual Cost	Actual Cost
Contract/Wholesale Users	ccf	$2.27
High-Strength Charge (for strengths above 250 mg/l)		
BOD	lb.	$0.3785
TSS	lb.	$0.2885
Monitoring	Actual Cost	Actual Cost

Effective January 1, 2017

User Class	Unit	Dollars
Billing Charge	Per Account	$4.50
Volume Charge		
Residential	ccf	$8.50
Commercial	ccf	$8.50
Industrial	ccf	$8.50

High-Strength Charge (for strengths above 250 mg/l)		
BOD	lb.	$0.4504
TSS	lb.	$0.3433
Monitoring	Actual Cost	Actual Cost
Contract/Wholesale Users	ccf	$2.70
High-Strength Charge (for strengths above 250 mg/l)		
BOD	lb.	$0.4504
TSS	lb.	$0.3433
Monitoring	Actual Cost	Actual Cost

SECTION 2: For residential users only, a winter month's average will be used to calculate the metered water usage so that for the months of April through October a residential customer's sewer bill will be based upon the average monthly water usage during the previous five (5) months, i.e., November through March.

SECTION 3: This ordinance shall be in full force and in effect as of the effective date of the new rates established in Section 1 above, May 1, 2015.

PASSED AND APPROVED this _____ day of March 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____publish once

RESOLUTION NO. _____ 1 B

A RESOLUTION SETTING PUBLIC HEARING REGARDING
PROPOSED RATES FOR SANITARY SEWER SERVICES AND
AUTHORIZING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING

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

SECTION 1: A public hearing of the Board is hereby scheduled to be held at the Fort Smith Public Schools Service Center, 3205 Jenny Lind Rd., Building B, Fort Smith, Arkansas at 6:00 p.m. on Tuesday, March 17, 2015, at which public hearing all users of the sanitary sewer system of the City of Fort Smith and owners of properties served thereby, together with other interested persons, shall have the opportunity to be heard concerning the proposed rates and charges for the services of the sanitary sewer system of the City of Fort Smith.

SECTION 2: The City Administrator and the City Clerk are hereby authorized and directed to cause a notice of the hearing set by Section 1, which notice shall include a schedule of the proposed rates or charges for the sanitary sewer system of the City of Fort Smith, to be published one time in the Times Record newspaper at least ten (10) days prior to the public hearing scheduled for March 17, 2015.

This Resolution adopted this _____ day of March, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved As To Form:

_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** February 27, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Introduction of Sewer Rate Ordinance and Setting of Public Hearing

The agenda for the March 17th Board meeting is planned to have an ordinance setting the rates for sanitary sewer services for years 2015, 2016 and 2017 as presented and discussed at the February 24 noon study session. The adoption of sewer rates requires the following procedural steps:

- The sewer rate ordinance must first be introduced at a Board meeting.

- After introducing the ordinance, the Board must set a public hearing date. The notice of the public hearing must be published at least 10 days in advance.

- Prior to adopting the sewer rate ordinance, the Board must conduct the public hearing. Any time after the hearing, the Board may adopt the sewer rate ordinance.

The rate adjustments are necessary to comply with the requirements of the Consent Decree which the city recently entered into with the Department of Justice, Environmental Protection Agency and State of Arkansas. The rate adjustments are designed to provide funding for the anticipated construction of sewer system improvements through 2018 and for the development and implementation of enhanced maintenance capabilities in accordance with EPA's capacity management operations and maintenance (CMOM) programs.

The attached ordinance designated as Agenda item 1A is for the purpose of introduction and not for adoption at the March 3rd meeting. The attached resolution designated as Agenda item 1B is for the purpose of setting the public hearing on March 17 and will require adoption by the Board at its March 3rd meeting.

attachment

pc: Jeff Dingman

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 71-11 TO
AMEND DISINTERMENT FEES AT OAK CEMETERY

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

SECTION 1: The first paragraph of Section 1 of Ordinance 71-11 is hereby amended as follows:

> The fee for the disinterment of any person, other than an infant, shall be the sum of $1,000.00 and any additional costs directly related to the disinterment. The fee for the disinterment of any infant shall be the sum of $300.00 and any additional costs directly related to the disinterment. The fee for the disinurnment of any cremains shall be the sum of $300.00 and any additional costs directly related to the disinurnment.

SECTION 2: Emergency Clause. An emergency is hereby declared to exist relating to the appropriateness of fees for identified services at Oak Cemetery so that the immediate effectiveness of this Ordinance is needed to adequately provide for the health, safety and welfare of the inhabitants of the City of Fort Smith. Therefore, this Ordinance shall be in full force and effect upon and after its date of passage.

SECTION 3: The codifier of the City's Ordinance may exercise the codifier's discretion in determining whether to codify the provisions of this Ordinance in Section 7-30, or other section, of the Fort Smith Municipal Code.

Passed and approved this _____day of March, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney
Publish 1 Time

PARKS RECREATION
FORT SMITH

Memo:

February 27, 2015

To: Ray Gosack, City Administrator
From: Jeff Dingman, Deputy City Administrator - jwd
Re: Oak Cemetery proposed rate increase

At the February Oak Cemetery Commission meeting the Commission voted unanimously to recommend to the Board of Directors that the disinterment fee be increased from $600.00 to $1,000.00, that the disinurnment fee be $300.00 and the disinterment of infants be increased from $100.00 to $300.00.

Disinterment, which is the removal of the body from the grave, is usually done at the request of the family of the deceased. A funeral director assists the family in obtaining a permit from the State, and the disinterment is overseen by the funeral director. The City's staff provides the equipment and staffing to do the disinterment.

Requests for disinterment are rare, but the city has done one per year for the last two years. The effort required to accomplish the work is much more than an interment and is typically an emotional process for the family and difficult for the staff. Increasing the rate would more adequately compensate the city for the work being done and help ensure that the disinterment is absolutely necessary. Please call if you have any questions regarding this request by the Commission.

RESOLUTION _____

A RESOLUTION TO ACCEPT THE BID AND AUTHORIZE A CONTRACT FOR THE 2015 DRAINAGE IMPROVEMENTS, PHASE A
PROJECT NO. 15-06-A

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

SECTION 1: The bid of Steve Beam Construction, Inc. received February 24, 2015 for the 2015 Drainage Improvements, Phase A, Project No. 15-06-A, in the amount of $817,504.00 be accepted.

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

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

This resolution adopted this _____ day of March, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☐ No Publication Required

Memorandum

TO: Ray Gosack, City Administrator

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

DATE: February 25, 2015

SUBJECT: 2015 Drainage Improvements, Phase A
Project No. 15-06-A

This project consists of drainage improvements to alleviate neighborhood flooding concerns. It will replace an existing earthen ditch located between Yorktown Road and Williamsburg Road with a new concrete channel. This project also includes upsizing the culvert at Massard Road and the storm drain between Yorktown Road and Valley Forge Road. Structure flooding, 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. The location of the proposed project is shown on the attached exhibit.

Construction plans and specifications were prepared by Philip Leraris, P.E., L.S., of Fort Smith. An advertisement was published and bids were received on February 24, 2015. Seven contractors requested plans and specifications and five bids were received which are summarized as follows:

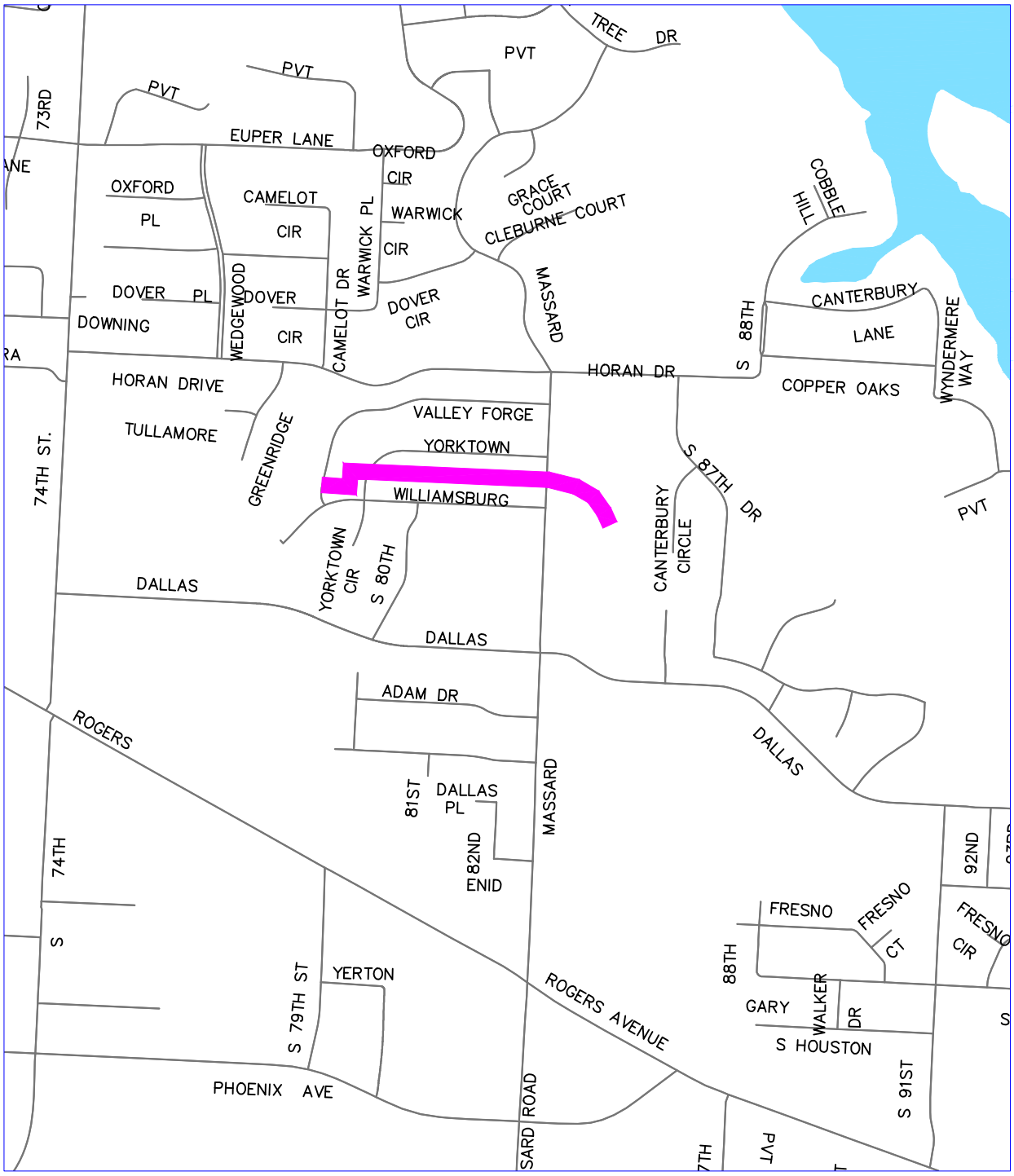
CONTRACTOR	AMOUNT	CONTRACTOR	AMOUNT
1. Steve Beam Const. Fort Smith, AR	$817,504.00	4. T-N-T, Inc. Van Buren, AR	$1,262,482.45
2. Brothers Construction Van Buren, AR	$947,886.00	5. Crawford Construction Van Buren, AR	$1,298,341.50
3. Forsgren, Inc. Fort Smith, AR	$1,036,747.85	*Engineer's Estimate*	*$960,000.00*

I recommend that the lowest bid be accepted and that the construction contract be awarded to Steve Beam Construction, Inc. The estimated notice to proceed date for this contract is April 6, 2015. Based on the contract duration of 180 days, the estimated completion date would be October 3, 2015.

This project is also in alignment with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-5.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems), TI-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs) and NCR-2.6 (Reduce stormwater runoff and flooding).

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

Enclosure



2015 CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	15-06-A
Date:	FEB. 2015
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\00-00 CIPALL\2015\Sept 2014 proposals\ 2015 STREETS.dwg 02/24/15-17:02 RBR YORKTOWN

3B

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A TRADE CONTRACT FOR MATERIALS AND SERVICES RELATED TO THE CONSTRUCTION OF AN AQUATICS FACILITY AT BEN GEREN REGIONAL PARK

_____

WHEREAS, Sebastian County and the City of Fort Smith, as owners, jointly are constructing a recreational aquatics park at Ben Geren Regional Park; and

WHEREAS, Sebastian County and the City of Fort Smith have contracted with Flintco, LLC ("Flintco") to serve as Construction Manager for the construction of the recreational aquatics park; and

WHEREAS, sealed bids were solicited for the various trade contracts for materials and services related to the construction of the recreational aquatics park, and the bids were opened and read aloud in public on December 30 at 2:00 p.m. in the Sebastian County Courthouse located in Fort Smith; and

WHEREAS, Flintco has vetted all bids opened at the public bid opening and has recommended to Sebastian County and the City of Fort Smith a lowest responsible bidder for each of the trade contracts.

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

Section 1: The City of Fort Smith hereby approves the following identified trade contract in the designated amount for the designated materials and services. The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, trade contract:

for Artificial Palm Trees materials and services with Flintco, LLC of Springdale, Arkansas in the amount of $79,000.00;

Section 2. The City of Fort Smith, acting jointly with Sebastian County, hereby assigns for management, implementation and enforcement purposes the trade contracts approve by Section 1 above to Flintco pursuant to the provisions of Section 2.3.2.1 of the contract of Sebastian County and the City of Fort Smith with Flintco.

This Resolution adopted this _____ day of February, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____npr

PARKS
RECREATION
FORT SMITH

Memo:

February 27, 2015

To: Ray Gosack, City Administrator
From: Jeff Dingman, Deputy City Administrator - jwd
Re: Trade contract for the construction of Ben Geren Aquatic Park

The attached resolution approves the trade contract with Flintco, LLC, Springdale, to provide materials and services for the installation of artificial palm trees for the Parrot Island Waterpark. These bids were opened on December 30, 2014 with Flintco being the only company that bid this item. We had companies that bid for the materials only, but Flintco will be providing the materials and doing the installation of the trees.

Construction of Parrot Island Waterpark is moving along as scheduled and is set to open Memorial Day weekend. I recommend approval of the attached ordinance. Please contact me if you have any questions regarding these items.

attachment

3C

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT WITH NORRIS SERVICES & CONSTRUCTION, INC

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

The Mayor, his signature attested by the City Clerk, is hereby authorized to execute the attached Non-Residential Solid Waste Collection and Disposal Permit and Agreement with Norris Services & Construction, Inc.

This resolution adopted this _____day of March, 2015.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
No Publication Required

Responsible Environmental Management

Fort Smith Department of Sanitation

MEMORANDUM

February 27, 2015

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

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

---

Norris Services & Construction, Inc. recently contacted our office expressing a desire to obtain a solid waste permit and agreement with the City of Fort Smith in order to comply with the City of Fort Smith Municipal Code and continue hauling non-residential solid waste within Fort Smith.

Submitted for Board consideration is a non-residential solid waste collection and disposal permit and agreement with Norris Services & Construction, Inc. Staff is recommending that this agreement be accepted and approved by Resolution.

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

NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL PERMIT AND AGREEMENT

THIS AGREEMENT, made and entered on the date set forth below by and between the City of Fort Smith, Arkansas (hereinafter referred to as the "City"), and Norris Services & Construction, Inc. an Arkansas corporation.

WITNESSETH:

WHEREAS, the City is a municipal corporation of the first class of the State of Arkansas and, in its governmental capacity, owns and operates the City of Fort Smith Solid Waste Disposal Facility (the "Facility"), which is currently operated as a Class I landfill; and

WHEREAS, the City currently provides solid waste collection and disposal service to residential and non-residential customers within the City; and

WHEREAS, Norris Services & Construction, Inc. has the consent of the City to collect and dispose of solid waste for non-residential customers within the corporate limits of the City; and

WHEREAS, the City has evaluated the possibility of exercising its governmental option of providing solid waste collection and disposal services to non-residential customers; and

WHEREAS, Norris Services & Construction, Inc. desires to provide non-residential solid waste collection and disposal services for customers located in Sebastian County within and without the corporate limits of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Definitions.**

   a. **"Solid Waste,"** when used in this Agreement, shall have the meaning given to it in Section 25-261 of the Fort Smith Code of Ordinance.

   b. **"Residential Customers,"** when used in this Agreement, shall have the meaning given in Section 25-261 of the Fort Smith Code of Ordinances.

2. **Disposal of Waste Generated Within the City.**

   a. Solid Waste Disposal. Norris Services & Construction, Inc. agrees that all solid waste generated within the City and which is collected by Norris Services & Construction, Inc. for disposal shall be hauled by Norris Services & Construction, Inc. to the Facility, except as otherwise provided herein. Excepted from this requirement are: (i) any categories of solid waste that the City does not accept for disposal at the Facility; (ii) any customers to which the City may consent in writing executed by the Fort Smith City Administrator to allow to use alternative disposal facilities; and (iii) any recyclables as defined in Section 25-261 of the Fort Smith Code of Ordinances and any other recycling program identified in writing and approved as an exception by the Fort Smith City Administrator. The City will use reasonable efforts to enforce the designation of the Facility against all waste haulers.

   b. Rates for Disposal. The rates for disposal of solid waste generated within the City and disposed of at the Facility shall be those rates, established from time to time, by the City for the customers of the Facility (the "Fort Smith Published Rates").

The City agrees that all waste haulers servicing Non-Residential customers within the City and delivering solid waste to the Facility shall be charged the same disposal rates (subject to the right of the City to contract for special volume rates).

3. **Disposal of Waste Generated Outside the City.**

a. Rates for Disposal. The base rates charged for solid waste generated outside the City "External Rate" and delivered to the Facility by Norris Services & Construction, Inc. shall be the Fort Smith published rates.

b. The rates may be adjusted on the anniversary of each year of the term provided for in this paragraph. On each anniversary date, the rates set forth in the Fort Smith Published Rates may be adjusted by the percentage that the Consumer Pricing Index for All Urban Areas ("CPI-U") for the first calendar month of the preceding contract year was exceeded by the CPI-U at the beginning of the next contract year. (The CPI-U is based on the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index for all urban customers in the U.S. city average, with all items having been computed based on 1982 - 84 = 100.0.)

c. The rates provided for in this paragraph 3 shall be subject to adjustment by the governing body of the City of Fort Smith upon determination of the governing body that federal or state regulatory agencies have adopted and implemented regulations which have a significant, adverse effect on the rates charged for waste disposal at the Facility (the percentage in change in the rates provided for in paragraph 3 of the Agreement shall not exceed the percentage of rate change published by the City of Fort Smith for waste generated within the City of Fort Smith).

d. Except as provided in subsections (b) and (c) above, the External Rate shall not be subject to any adjustment during the initial three (3) years under this Agreement.

4. **Permit.** This Agreement shall constitute a permit issued by the City to Norris Services & Construction, Inc., pursuant to Section 25-321 of the Fort Smith Code of Ordinances.

5. **Billing and Payment.** Norris Services & Construction, Inc. shall be subject to the City's standard billing and payment terms and procedures for customers of the Facility.

6. **Compliance with Laws.** All waste provided by Norris Services & Construction, Inc. to the Facility for disposal shall comply with all current and future applicable Arkansas Department of Environmental Quality Regulations, including Regulation 22 and Regulation 23; and all other applicable federal, state and local environmental requirements. In the event that Norris Services & Construction, Inc. delivers waste to the Facility that does not conform to the identified regulations and requirements, Norris Services & Construction, Inc. shall be responsible for any cost incurred by the City in the treatment and handling of the non-conforming waste.

7. **Vehicles.**

a. License. All vehicles utilized by Norris Services & Construction, Inc. to deliver solid waste to the Facility pursuant to this Agreement shall have a hauler's license issued by the Sebastian County Regional Solid Waste Management District.

b. Covered Loads. All solid waste delivered by Norris Services & Construction, Inc. to the Facility pursuant to this Agreement, shall be delivered in vehicles in which

all loaded solid waste is covered and secured to prevent blowing or dropping on public rights-of-way or City-owned property from point of location to the point of disposal at the Facility.

8. **Inspection of Records.** Both parties shall have access to the governmental and business records of the other party relevant to this Agreement, for the purpose of verifying any information pertinent to this Agreement. Any exercise of such right of inspection shall occur at the normal business office and during the normal business hours of the party who holds the information. Norris Services & Construction, Inc. acknowledges that it will comply with reasonable requests of the City for information regarding the types, amounts, and locations of the collection of solid waste being disposed of at the Facility, as well as the types, amounts, and locations of collection of solid waste being disposed by Norris Services & Construction, Inc. at alternate locations.

9. **Dispute Resolution.** In the event that either party believes that the other party is in violation of any provision of this Agreement that party shall provide to the other party, in writing, a notice of the alleged breach. Within ten (10) days of receipt of notice, the notified party shall respond to the allegations. If the response does not resolve the issue, either party may request, in writing, that a meeting of the parties and/or their authorized representatives, be held. Such meeting shall be held within thirty (30) days of this request, at the Office of the Fort Smith City Administrator. Except in an emergency situation, neither party may initiate litigation regarding the alleged breach until the dispute resolution provisions, as set forth herein, have been completed. If this meeting does not result in a resolution of the dispute, either party may pursue any appropriate legal or equitable remedies, including rescission, with a court of competent jurisdiction.

10. **Term.** This permit and agreement shall have a term of two (2) years commencing on the first day of the calendar month which begins following the date of execution of this Agreement by the City.

11. **Choice of Law.** This Agreement shall be governed by the laws of the State of Arkansas.

12. **Assignment.** The provisions of this Agreement are not assignable by either party without the prior, written consent to the other party.

13. **Cancellation.** This permit and agreement shall be cancellable upon ten (10) days notice by the City when, in the opinion of the designated agent of the Fort Smith City Administrator, the work being performed by Norris Services & Construction, Inc. is being performed in such a manner as to constitute a public menace or nuisance or to be detrimental to the health, safety, and welfare of the citizens of the City.

14. **Indemnification.** Norris Services & Construction, Inc. agrees to indemnify and hold harmless the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees resulting from Norris Services & Construction, Inc. operations hereunder. Provided, however, that Norris Services & Construction, Inc. shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees solely caused by the willful or negligent acts or omissions of the City's employees.

15. **Insurance.** Norris Services & Construction, Inc. shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance. Before commencement of work under this Agreement, Norris Services & Construction, Inc. agrees to furnish to the City certificates of insurance or other evidence to the effect that such insurance has been procured and is in force. For the purpose of this Agreement, Norris Services &

Construction, Inc. shall carry the following types of insurance in at least the amounts specified below:

Workmen's Compensation	Statutory
Employer's Liability	$ 500,000
Bodily Injury Liability (except automobile)	$ 500,000/occurrence $1,000,000/aggregate
Property Damage Liability (except automobile)	$ 500,000/occurrence $1,000,000/aggregate
Automobile Bodily Injury Liability	$ 500,000/person $1,000,000/occurrence
Automobile Property Damage Liability	$ 500,000/occurrence
Excess Umbrella Liability	$5,000,000/occurrence

16. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder do to circumstances beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, civil disturbances or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereunder. In the event any of the circumstances listed in the preceding sentence, or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the Facility, or (ii) limit the quantity or prohibit the disposal of waste at the Facility or limit the ability of or prohibit Norris Services & Construction, Inc. from delivering waste to the Facility, Norris Services & Construction, Inc. shall have the right, at its option, to reduce, suspend or terminate delivery of waste to the Facility, as set forth hereunder, immediately, without prior notices and without any additional liabilities between the parties.

17. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

18. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and approved assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the City to Norris Services & Construction, Inc., or by Norris Services & Construction, Inc. to the City, which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the other party and shall be of no effect.

19. **Notices.** Any notice required to be given pursuant to the provisions of this Agreement shall be considered to be validly delivered, if it is sent by U.S. Certified Mail or if it is hand delivered and a signed receipt is obtained. Such notice should be given to the following:

If to the City:

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

If to Norris Services & Construction, Inc.:

Norris Services & Construction, Inc.
Attn: Mr. Brooks B Norris
4704 Chestnut Way

Fort Smith, AR 72903

This Agreement is executed as of this _____ day of _____, by the authorized representatives of the parties.

CITY OF FORT SMITH, ARKANSAS

By: _____
Sandy Sanders, Mayor

ATTEST:

_____
City Clerk

Norris Services & Construction

By: _____
Brooks B Norris

3D

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID FOR THE PURCHASE OF
A ROLL-OFF TRUCK

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

The bid, as indicated by enclosure for the purchase of a roll-off truck from Shipley Motor Equipment Company for $185,866.29, is accepted.

This Resolution adopted this _____ day of March, 2015.

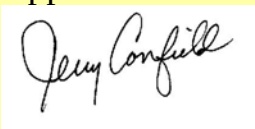
APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:



_____
No Publication Required

Interoffice Memorandum

TO: Ray Gosack, City Administrator

COPY TO: Baridi Nkokheli, Director of Sanitation

FROM: Alie Bahsoon, Purchasing Manager

SUBJECT: **Purchase of Roll-Off Truck**

DATE: February 25, 2015

BID TAB: **N/A**

In March of 2011, bids were solicited for the purchase of a roll-off truck and per Resolution R-60-11, the bid was awarded to Shipley Motor Equipment ("Shipley") of Fort Smith, Arkansas.

In our bid document (available in Purchasing), there was a provision allowing the City to exercise an option to renew the contract with Shipley Motor for four (4) consecutive one (1) year periods under the terms and conditions of the bid. This renewal was contingent upon a mutual agreement between Shipley and the City. Additionally, Shipley was advised that a price adjustment was allowable upon giving the City a thirty (30) day written notice. Shipley has met this criteria and advised us of a $20,294.52 price increase for a **2016** model truck (Mack GU713). The last purchase made for a similar truck was two years ago for a 2013 model for $165,571.77.

The Roll-Off Collection Division of the Department of Sanitation (Program 6307) has budgeted $174,500 for this purchase for which funding has been appropriated for in the 2015 City Budget in the "Reserve for Equipment-Sinking Fund Account". You will find attached a memorandum from the Department of Sanitation with additional information about this purchase.

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

If you should require any additional information, please let me know.

3D

Responsible Environmental Management

Fort Smith Department of Sanitation

MEMORANDUM

February 27, 2015

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

Subject: Truck Purchases – Roll-Off Truck

Since 2005, we have instituted a vehicle replacement schedule in our Industrial Collections Division (program 6307) requiring vehicle replacement after 7-10 years, depending on condition. For 2015, we budgeted $174,500 for the replacement of a 2006 Mack roll-off truck (asset 91). Asset 91 has been driven 191,180 miles, has hydraulic leaks, requires new kingpins and bushings, and requires a new tilt-bed hoist. Last year, we spent in excess of $6,500 for repairs on this asset and anticipate continued repairs over and above normal maintenance within this year if it is continued to be used within our fleet of mainline trucks. Provided the purchase of a new truck is approved, asset 91 will remain in the fleet as a backup/spare truck. An existing backup truck with a blown engine, asset 62, will be removed from the fleet.

The price increase is acceptable since the average year model increase is roughly $8,500 and is also due to the continued volatility in the steel industry markets and the new clean-air requirements imposed by the EPA on truck manufacturers. The budget shortfall of $11,366 is available and will be supplemented from the sinking fund balance.

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

CHASSIS SPECIFICATIONS SUMMARY

February 19, 2015

2016 MACK GU713

REFUSE (NON LOADER). On/Off Hwy
STRAIGHT TRUCK WITHOUT TRAILER

Engine	MACK MP7-405M 405HP	**Transmission** **Clutch**	4500-RDS-6 OMIT CLUTCH
Front Axle **Suspension**	18,000# FXL18 18,000#	**Rear Axle** **Suspension**	46,000# RT46-160 Ratio 4.89 46,000# HMX460
Tires	Front: 11R22.5 Rear: 11R22.5	**Wheels**	22.5x8.25 STEEL DISC (10-HOLE) 22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 58,350#	**Fuel Tanks**	LH: 66gal
Fifth Wheel		**Sleeper**	

PRICING SUMMARY

	List Price
CHASSIS BASE	**$186,990.00**
Factory Options	$27,495.00
Allison Pricing	$13,281.00
Freight	$2,100.00
Less Additional Factory Rebate	
Sales Allowances	
TOTAL FACTORY	**$229,866.00**
Locally Installed Options	$65,821.00
Soft Products/Bulldog Protection Plans	$0.00
TOTAL FACTORY & LOCAL	**$295,687.00**
Less Customer Discount from List	$109,568.41
SELLING PRICE (Excluding Taxes/Fees/Trade)	**$186,118.59**
Less Trade Allowances per New Vehicle	$0.00
QUOTED PRICE OR TRADE DIFFERENCE	**$186,118.59**
Surcharge	$0.00
Net FRET or Canadian GST Taxes	$0.00
Tire Tax Credit (Municipal Only)	($252.30)
Sales/Usage Taxes	$0.00
License/Title/Etc.	
Misc Fees not subject to FRET	
ACQUISTION COST (Include Trade if applies)	**$185,866.29**
Less Down Payment	
BALANCE DUE Per Unit	**$185,866.29**
PRICE (Total Order)	**$185,866.29**
BALANCE DUE (Total Order)	**$185,866.29**

Total Quantity: 1 **Estimated Total Weight:** 18,854# **Reference#:** AHPZ009016A

X_____ _____
Customer Signature Date

Prepared For:
CITY OF FT. SMITH
9701 HWY 45
FORT SMITH, AR 72916
Phone: --
Fax: --

X_____ _____
Dealer Signature Date

Presented By:
JAMES CAREY
SHIPLEY MOTOR
2800 WHEELER AVE.
FT. SMITH, ARKANSAS 72901
479-782-8281
james.carey@shipleymotor.com

RESOLUTION NO._____ 3 E

RESOLUTION AUTHORIZING AN AMENDMENT NUMBER ONE TO AUTHORIZATION NUMBER TWO WITH HAWKINS-WEIR ENGINEERS, INC., FOR THE NEIGHBORHOOD WATER SYSTEM IMPROVEMENTS – HAVEN HILL AND NORTH K STREET

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

SECTION 1: Amendment Number One to Authorization Number Two under the Agreement with Hawkins-Weir Engineers, Inc., to provide construction phase services for the Neighborhood Water System Improvements – Haven Hill and North K Street, Project Number 10-03-EC1, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute Amendment Number One in the amount of $16,500.00, for construction phase services, adjusting Authorization Number Two to amount of $111,500.00.

This Resolution adopted this _____ day of March 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

RESOLUTION NO._____ 3 F

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE, AND AUTHORIZING FINAL PAYMENT TO BROTHERS CONSTRUCTION, INC., FOR THE NEIGHBORHOOD WATER SYSTEM IMPROVEMENTS – HAVEN HILL AND NORTH K STREET

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

SECTION 1: The construction of Neighborhood Water System Improvements - Haven Hill and North K Street, Project Number 10-03-C1, is accepted as complete.

SECTION 2: Final payment to Brothers Construction, Inc., in the amount of $52,297.97, is hereby approved.

This Resolution adopted this _____ day of March 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** February 23, 2015

FROM: Steve Parker, Director of Utilities

SUBJECT: Neighborhood Water System Improvements –
Haven Hill and North "K" Street, Project Number 10-03

This project consisted of installing approximately 7,851 feet of 6-inch and 1,523 feet of 8-inch water mains to replace old 2-inch galvanized water lines for improved water service and quality. The project also provided better fire protection in these areas. The attached exhibit shows the service area locations for these improvements.

Brothers Construction, Inc., has completed the project and attached is a Resolution accepting the project as complete and authorizing final payment in the amount of $52,297.97. The project had an underrun of 135,784.50 which includes liquidated damages in the amount of $16,500.00. The contractor is being assessed 66 days of liquidated damages at $250.00 per day. It is my recommendation that the project be accepted as complete.

A second Resolution is attached authorizing Amendment Number One to Authorization Number Two in the amount of $16,500.00 for construction phase services and adjusts Authorization Number Two to an amount of $111,500.00. This amendment is to compensate Hawkins-Weir Engineers, Inc., for inspection services rendered after the construction contract time had expired. Funding is available for this work from the liquidated damages assessed on the contract with Brothers Construction, Inc.

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

attachment

pc: Jeff Dingman

Project Summary

Project status: Complete

Project name: Neighborhood Water System Improvements – Haven Hill and North "K" Street

Today's Date: February 23, 2015

Project number: 10-03-C1

Staff contact name: Steve Parke

Project engineer: Hawkins-Weir Engineers, Inc.

Staff contact phone: 784-2231

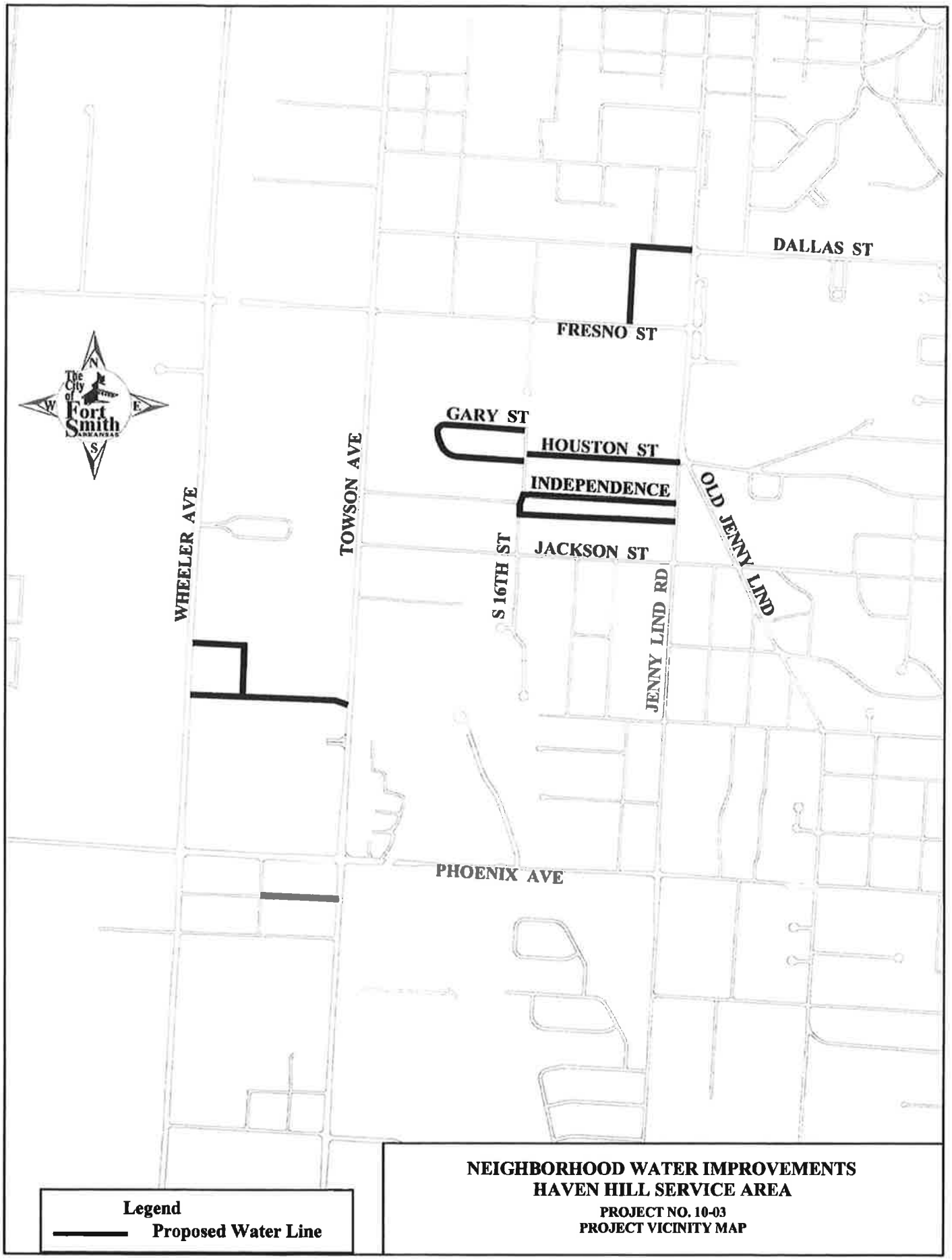
Project contractor: Brothers Construction

Notice to proceed issued: January 27, 2014

Completion date: October 1, 2014

	Dollar Amount		Contract Time (Days)
Original contract	$1,158,714.00		200
Change orders:	0		0
Total change orders	0		0
Adjusted Contract	$1,158,714.00		200
Payments to date (as negative)	$-970,631.53	83.8%	
Amount of this payment (as negative)	$-52,297.97	4.5%	
Retainage held	$ 0.00		
Contract balance remaining (underrun)	$135,784.50	11.7%	
Amount under as percentage	11.7%		

Final comments: The remaining balance of $135, 784.50 include $16,500.00 in liquidated damages and $119,284.50 in cost underruns.


DALLAS ST
FRESNO ST
GARY ST
HOUSTON ST
INDEPENDENCE
JACKSON ST
OLD JENNY LIND
JENNY LIND RD
S 16TH ST
TOWSON AVE
WHEELER AVE
PHOENIX AVE
The City of Fort Smith Arkansas
N
W
E
S
Legend
Proposed Water Line
NEIGHBORHOOD WATER IMPROVEMENTS
HAVEN HILL SERVICE AREA
PROJECT NO. 10-03
PROJECT VICINITY MAP

February 20, 2015

TO: Members of the Board of Directors
Members of the Arkansas Fair and Exhibition Facilities Board

RE: Appointments:

Mr. Andrew Smith of the Arkansas Fair and Exhibition Facilities Board has resigned his position on February 18th, 2014. In accordance with Ordinance No. 2926 applications for this prospective vacancy are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on March 25th, 2015. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

Ray Gosack

Ray Gosack
City Administrator

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

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March 2015

March 2015

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 1 - 7	**Mar 1**	**2**	**3**	**4**	**5**	**6**	**7**
		5:30pm Fianna Way Neighborhood Mtg. (10300 Jenny Lind Road)	11:30am Planning Com. Study Ses. (Creekmore) 6:00pm Board of Directors (FSM Public Schools Serv. Cntr.)		12:00pm Housing Asst. Bd. (Main Library) 5:30pm Texas Rd. Neighborhood Mtg. (2700 Cavanaugh Road) 6:00pm Historic Dist. Com. (220 North 7 Street)		
Mar 8 - 14	**8**	**9**	**10**	**11**	**12**	**13**	**14**
		11:00am Property Owners Appeal Board (Planning Conf. Rm. (Tenative))	12:00pm Board Study Session (Main Library) 5:30pm Planning Com. (Creekmore)	12:00pm Parks Com. (Creekmore)	12:00pm Oak Cemetery Com. (Creekmore)		
Mar 15 - 21	**15**	**16**	**17**	**18**	**19**	**20**	**21**
			9:30am CBID (Area Agency) 4:30pm Library Bd. of Trustees (Dallas Library) 6:00pm Board of Directors (FSM Public Schools Serv. Cntr.)				
Mar 22 - 28	**22**	**23**	**24**	**25**	**26**	**27**	**28**
			12:00pm NO STUDY SESSION (Library) 4:00pm A & P Com. (Miss Laura's) 5:30pm Airport Com. (Airport)		11:30am Housing Authority Com. (Beckman Cntr.) 5:30pm 12:00am Historic Dist. Study Ses. (220 North 7 Street)		
Mar 29 - Apr 4	**29**	**30**	**31**	**Apr 1**	**2**	**3**	**4**
			12:00pm NO STUDY SESSION (Library)				