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
May 19, 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 MAY 5, 2015 REGULAR MEETING

ITEMS OF BUSINESS:

1. Presentation: Proclamation for Public Works Week *(May 17-23, 2015)*

2. Ordinance amending the 2009 Unified Development Ordinance of the City of Fort Smith *(regarding outdoor mobile vending) ~ Settle/Hutchings placed on agenda at the April 28, 2015 study session ~* ♦

3. Resolution adopting financial policies *~ Discussed at the November 2014 budget hearings; January 6, 2015 regular meeting; March 10, 2015 study session; and, March 19, 2015 special study session ~*

4. Items regarding Wastewater Consent Decree Implementation

   A. Ordinance amending the fiscal year 2015 budget and appropriating funds to establish the sewer operations Consent Decree Initiation Program 5620 to provide year 2015 staffing associated with the consent decree *($1,123,380.00 / Utility Department / Budgeted – Water and Sewer Fund)* ♦

B. Resolution accepting the Utility Department supplemental staffing plan associated with the performance of the consent decree ♦

5. Consent Agenda

A. Resolution authorizing a change order for the construction of 2014 Street Striping Replacement, Project No. 14-85-A *($358.48 & 8 days / Engineering Department / Budgeted – Sales Tax Program Fund)*

B. Resolution to accept completion of and authorize final payment for the construction of 2014 Street Striping Replacement, Project No. 14-85-A *($51,815.34 / Engineering Department / Budgeted – Sales Tax Program Fund)*

C. Resolution authorizing a time extension for the construction of Drainage Improvements, Project No. 12-06-C1 *(104 days)* ♦

D. Resolution accepting completion of and authorizing final payment for the construction of Drainage Improvements, Project No. 12-06-C1 *($6,178.99 / Engineering Department / Budgeted – Sales Tax Program Fund)* ♦

E. Resolution to accept the bids and authorize contracts for the construction of McClure Drive Extension / Officer's Club Road Extension, Project No. 14-00-A, upon concurrence of the Fort Chaffee Redevelopment Authority *($2,636,957.25 / Engineering Department / Budgeted – Sales Tax Program Fund)* ♦

F. Resolution authorizing the Mayor to execute an agreement for a non-exclusive petroleum products pipeline permit with Magellan Pipeline Company, L.P.

G. Resolution authorizing the Mayor to execute an amendment agreement with the River Valley Sports Complex adjusting performance payment schedule and the date of completion *~ Lau/Good placed on agenda at the May 12, 2015 study session ~* ♦

H. Resolution approving the bid for purchase of a dump truck *($43,199.40 / Street Department / Budgeted – Street Department Sinking Fund)*
~ deferred at the May 5, 2015 regular meeting ~

I. Resolution authorizing execution of lease agreement with Webster University for space on the lower level of the Convention Center Annex

J. Resolution authorizing Amendment No. 2 to Authorization No. 2 with Hawkins-Weir Engineers, Inc. for engineering services for the Mill Creek Interceptor Improvements – Phase II *($41,000.00 / Utility Department / Budgeted – 2014 Sales and Use Tax Bonds)*

K. Resolution authorizing the Mayor to execute an agreement granting the use of City-owned property *(located at Interstate 540 and Highway 271)*

L. Resolution authorizing the Mayor to execute an agreement with Morrison-Shipley Engineers, Inc. for engineering services associated with the Fort Smith Landfill Road Project *($129,000.00 / Sanitation Department / Budgeted – Landfill Sinking Fund)*

M. Ordinance authorizing execution of an amended contract for service between the City of Fort Smith, Arkansas and Bair Analytics, Inc. by which Bair Analytics, Inc. will provide crime analysts, technical personnel, analytical software and services for crime analyses for the Fort Smith Police Department

N. Resolution approving Contract Addition No. 2 to the City's contract with Beshears Construction, Inc. for the construction of the Fire Training Tower *($18,951.50 / Fire Department / Budgeted – 4803-301 & Act 833 Funding)*

O. Resolution accepting the construction of Fire Training Center as complete and authorizing final payment to Beshears Construction, Inc. *($60,270.23 / Fire Department / Budgeted – 4803-301 & Act 833 Funding)*

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments: Comprehensive Plan Implementation Committee (1), Fort Smith Municipal Benevolent Fund Board of Advisors (2) and Transit Advisory Commission (2)

ADJOURN

1

MEMORANDUM

May 14, 2015

TO: Mayor and Board of Directors

FROM : Ray Gosack, City Administrator

SUBJECT: Public Works Week

May 17-23 is national public works week. Mayor Sanders will be proclaiming this period as public works week in Fort Smith. This year's theme is

Community Begins Here

The proclamation provides an opportunity to recognize the importance of street, water and sewer, sanitation, stormwater, parks, public transit, and capital project management. The provision of essential public services relies on the dedication of the 440 employees in Fort Smith's public works departments. There would be no community without the quality of life that public works provides.

A public works employee appreciation picnic will be held on Wednesday, May 20th at the River Park events bldg. from 11:00 a.m. to 1:00 p.m. The mayor and board of directors are invited to attend.

Please join me in recognizing the 440 city employees who provide high-quality, essential public services 365 days a year.

A PROCLAMATION FOR A SPECIAL WEEK

On the occasion of Public Works Week being observed in our City, State and Nation, this Proclamation is issued, ***FOR***

WHEREAS, *Public Works Week is being observed in our City, State and Nation the week of Sunday, May 17th through Saturday, May 23rd, 2015;* ***AND***

WHEREAS, *public works services provided in Fort Smith, Arkansas are an integral part of citizens' everyday lives, making a stronger and more livable community and contributing to Fort Smith's quality of place;* ***AND***

WHEREAS, *the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, wastewater, streets, parks, sanitation, stormwater, transit, and engineering;* ***AND***

WHEREAS, *the health, safety, and comfort of Fort Smith greatly depends on these facilities and services;* ***AND***

WHEREAS, *the quality and effectiveness of these facilities as well as their planning, design and construction are vitally dependent upon the efforts and skills of Public Works employees at all levels;* ***AND***

WHEREAS, *the efficiency of the qualified and dedicated personnel who staff Public Works Departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,* ***SO***

NOW, THEREFORE, I, *Sandy Sanders, Mayor of the City of Fort Smith, Arkansas, do hereby proclaim the week of Sunday, May 17th through Saturday, May 23rd, 2015 as*

PUBLIC WORKS WEEK

in Fort Smith, Arkansas. I call upon the citizens of this great community to recognize the importance of public works operations to the high quality of living in Fort Smith, Arkansas and thank each individual involved in the work of the Public Works Operations in the City of Fort Smith, Arkansas.

IN WITNESS WHEREOF, I *have hereunto set forth my hand and caused the Seal of the City of Fort Smith, Arkansas to be affixed this 17th day of May, 2015.*

Sandy Sanders, Mayor

2.

ORDINANCE NO._____

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

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

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

WHEREAS, the Planning Commission held public hearings regarding these amendments and recommended on April 27, 2015, that said changes be made; and,

WHEREAS, three (3) copies of May 2015 Amendments to the Unified Development Ordinance have been on file in the Office of the City Clerk of the City of Fort Smith for inspection and review by the public prior to the passage of this Ordinance;

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

SECTION 1: Sections 22-36 through 22-39 and Sections 22-51 through 22-53 of the Fort Smith Municipal Code are hereby repealed. The codifier of the Municipal Code shall delete the repealed provisions and reserve the identified Code sections for future use.

SECTION 2: The May 2015 Amendments to the Unified Development Ordinance are hereby adopted. The codifier of the Municipal Code shall codify the adopted provisions as Sections 27-327-5 and 27-327-6 of the Municipal Code.

SECTION 3: Any existing temporary and mobile food business that has been in existence and which has been legally operating at the time of approval of this ordinance may continue to operate for the previously approved timeframe. The business must have a valid temporary use permit and/or a valid business license for the specific site on which it is located.

SECTION 4: The phrase "food, beverage, and/or" is hereby deleted from Section 27-327-3 of the Fort Smith Municipal Code, said deletion to occur at each place the phrase currently exists.

SECTION 5: Section 27-327-3 B, 1 and 2 are hereby amended to provide as follows:

1. The Director may grant a special temporary use Permit (retail) to utilize a trailer or other mobile structures for sale of merchandise on a seasonal basis.

2. The period of use may not exceed one hundred twenty (120) days. Seasonal shall mean and refer to merchandise which are customarily sold during a specific season of the year and not sold on general, customary basis during the remainder of the year. An example of seasonal merchandise would include "fire wood" or "Christmas trees" sold during the winter season.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7: It is hereby found and determined that the adoption of these amendments to the Unified Development Ordinance is necessary to alleviate an emergency created by the lack of regulation of uses of property within the City of Fort Smith so that the protection of the health, safety and welfare of the inhabitants of the City requires that the amendments be effective, and

the amendment is hereby made effective, as of the date of approval of this Ordinance.

PASSED AND APPROVED THIS_____DAY OF _____, 2015.

APPROVED:

_____

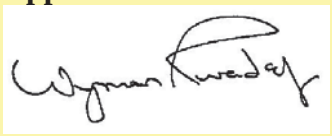
Mayor

ATTEST:

_____

City Clerk

Approved as to form:



_____

Publish One Time

Memorandum

To: Ray Gosack, City Administrator
From: Wally Bailey, Director of Development Services
Date: May 14, 2015
Subject: Temporary / Mobile Food Vending

At the May 19, 2015, Board of Directors meeting, we are presenting significant amendments to the Unified Development Ordinance (UDO) regarding temporary and mobile food vending. The effort was initiated as a result of a Board of Directors discussion regarding mobile food trucks downtown, an action item (ED-1.1.1) in the Future Fort Smith Comprehensive Plan, and the difficulty administering the current regulations.

The proposed UDO amendments were developed after extensive research and citizen input. Direct mail surveys and a Facebook survey helped us gauge citizen interest, concerns and issues. Significant media coverage helped distribute information about the project which let more citizens know about our public meetings and the effort. The Planning Commission received public input and discussed the proposal at two study sessions, four special meetings, and two regular meetings. Staff met with the Central Business Improvement District commission (CBID). We included other city departments and the city attorney as we developed the regulations. The Planning Commission also reviewed and compared information from other communities that have similar regulations.

The Planning Commission recommended a draft of the proposed ordinance at a special meeting on Monday, April 27th.

The proposed regulations include sections that allow temporary/mobile food vending in the Downtown Commercial-6 zoning district; incorporates the sidewalk vending regulations from Chapter 22 of the Municipal Code and moves the regulations into Chapter 27 allowing for the consolidation of regulations related to temporary / mobile food vending; allows for mobile food vending in the public right of way (*parallel parking spaces*) in the Downtown Commercial-6 zoning district; allows for mobile food courts; extends permit time limits from 120 days to one year, and continues to permit temporary/mobile food vending on private property.

At the April 28, 2015, Board of Directors study session, a question was asked about whether the applications include any questions about the proper disposal of solid waste and liquid waste by the food vendors. The Municipal Code has existing provisions regarding the proper disposal of solid waste and liquid waste. We have these points included in the proposed applications. A copy of the private property application is enclosed for your review.

A permit can be revoked for failure to comply with the regulations or other laws related to the health, safety or general welfare of the public. Paragraph H on page 15 of the proposed regulations includes a section about the revocation of a permit. "*A license can be revoked if the licensee conducts the business*

in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public."

Though we spent significant time researching, discussing and preparing the regulations, we should be aware that in the future we could discover an issue not addressed by the current proposal that will require an amendment to the regulations. We will address these as they arise, and direct any amendments to the Planning Commission and the Board of Directors.

We plan to conduct an analysis after the first six (6) months (*November*) and report our findings to the CBID, Planning Commission and the Board of Directors. This should also allow us to address any needed amendments prior to the issuance of permits or licenses for 2016.

The proposed regulations are included in a document known as the May 2015 amendments to the Unified Development Ordinance. This document will be adopted by reference in the Ordinance that will be presented to the Board of Directors at the May 19th meeting. With assistance from the City Attorney, the Ordinance has been drafted so that existing provisions in the Municipal Code that would be in conflict with the new regulations are being repealed, adopts the May 2015 UDO amendments, allows existing permitted temporary and mobile food businesses that are in existence to remain until their current permit expires, and removes conflicting language in existing sections of the UDO.

Please contact me if you have any questions regarding this information or the proposed regulations.

Mobile Food Vendor – Private Property
Fee: $150.00 – if filed January 1st through June 30th or $75.00 - if filed July 1st through December 31st
or $200.00 if operating at multiple locations
Application:

1. Name:_____
2. Business/Vendor Name:_____
3. E-mail:_____
4. Mailing Address:_____
5. Phone:_____
6. Vending Location/Address(es):_____

   _____
7. Food/Beverage Items sold:_____
8. Where will the food be prepared?_____
9. Square Feet of Mobile Device or Structure:_____
10. Description of any additional structures to be used in conducting the business, including stairs, tents, or enclosures: (trailer, tent, etc):_____
11. Where will you be disposing of your grease or other liquid waste? _____

Sections 25-181, 25-186, and 25-187 of the Fort Smith Municipal Code state that no pollutants shall enter into the public owned treatment works system. They shall be properly disposed of at designated sites.

12. Where will you be disposing of your trash?_____

Section 25-300 of the Fort Smith Municipal Code states it shall be unlawful for any person or entity to deposit, or cause to be deposited, any tangible item or material into a commercial container as to which the person or entity does not have express permission to so use the commercial container. Any violation

of this section shall be deemed guilty of a misdemeanor subject to the penalties set forth in section 1-9 of the Code.

13. Arkansas Sales and Use Tax ID Number:_____

14. Below is an excerpt from the Mobile Food Vending Ordinance regarding trash removal and prohibited conduct. Please acknowledge by initialing here _____ that you understand and agree to abide by the following sections.

Littering and Trash Removal.

1. *Mobile food vendors shall keep the sidewalks, roadways, property where the vendor is located and other locations adjacent to their vending site clean and free of debris and refuse generated from the operation of their business.*
2. *Mobile food vendors shall provide a receptacle for litter that shall be maintained and emptied regularly.*

Prohibited Conduct.

No person authorized to engage in the business of mobile food vending under these regulations shall do any of the following:

1. *Locate in any residential zoning district.*
2. *Locate within a site triangle described as the area delineated by a distance of twenty-five (25) feet along the intersecting property lines, beginning at a property corner point and extending twenty-five (25) feet in both directions away from the corner point of an intersection and then connecting the terminus points by a line to form the triangular area.*
3. *No mobile food vendor shall sell or vend from his/her vehicle within 300 feet of a public or private school property while school is in session and one hour before and after school is in session; classes or school related events, except when authorized in writing by the school.*
4. *Unduly obstruct pedestrian or motor vehicle traffic flow, except a reasonable time to load and unload the mobile food vendor vehicle.*
5. *Obstruct traffic signals or regulatory signs.*
6. *Stop, stand or park any mobile food vendor upon any street for the purpose of selling during the hours when parking, stopping and standing have been prohibited by signs or curb markings.*
7. *Leave any mobile food vehicle in a public street right-of-way overnight.*
8. *Sounds projecting from the mobile food vendor that violate Article II – Noise regulations of the Fort Smith Code of Ordinances.*
9. *Conducting the business in such a way that would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to emergency and sanitation vehicles.*
10. *Use or install any lighting that does not comply with Section 27-602-5 Commercial and Outdoor Lighting requirements of the Unified Development Ordinance.*
11. *Run hoses, cords, or other apparatus across a pedestrian pathway or sidewalk.*
12. *Utilize any portion of a public sidewalk or public right-of-way where mobile food vending is not allowed or authorized.*
13. *Remove the wheels from a mobile food vehicle. The mobile food vehicle shall not otherwise be rendered immobile such as being placed on blocks, railroad, ties, etc.*

Revocation of Permit

I understand that my license may be revoked for any of the following reasons:

1. *Any fraud, misrepresentation or false statement contained in the application for license;*
2. *Any fraud, misrepresentation or false statement made in connection with selling of products;*
3. *Any violation of this Section;*
4. *Conducting the business license under this Section in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.*

Signature:_____

APPLICANT/VENDOR: I certify that the foregoing statements and answers herein made, all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve my application, or might set conditions for approval.

NAME (PRINTED):_____ Date:_____

Signature:_____

PROPERTY OWNER(S): I/we certify that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. Further, I/we certify that permission is hereby given to the applicant/vendor listed above for the operation of a Temporary/Mobile Food Vending business on the subject property, as described herein.

NAME (PRINTED):_____ Date:_____

Signature:_____

For Internal Use Only:

Zoning District:_____ Building Official Approval (if applicable)_____

Proximity to public or private school:_____

Sight Triangle:_____

Staff Signature:_____ Date:_____

May 12, 2015

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

Re: Unified Development Ordinance Amendments

On April 27, 2015, the City Planning Commission held a special public hearing to consider an amendment to the Unified Development Ordinance (mobile food trucks).

Mr. Wally Bailey stated that the purpose of the special meeting was to review and consider for recommendation the draft Outdoor Mobile Vending Ordinance. Mr. Bailey provided background on the ordinance, stating that staff had researched the ordinances of several cities, conducted surveys of downtown property owners and restaurant owners, and surveyed citizens through a Facebook survey. He also stated that the Planning Commission had held several meetings to gather public input on the proposed ordinance, including two special study sessions, three regular meetings and three special meetings.

Mr. Bailey noted in response to Commissioner Redd's concern relative to the need for the proposed insurance requirements for vendors vending within a public street right-of-way and on sidewalks that this proposed language was the result of consulting with Jerry Canfield, the city's attorney, Scott Clark with Brown-Hiller-Clark and the city's purchasing director who also serves as the city's risk manager. Commissioner Cooper stated that the proposed insurance limits appears to be minimal based on his experience.

Mr. Mark Muhlenbruch of 722 South 22nd Street spoke relative to his concerns that the cost of the insurance may make it difficult for some potential vendors.

After reviewing the Ordinance, the Planning Commission requested the following revision:

- Add the words "in a public right-of-way" in the insurance requirements – Items G(f) and D(1)(f)

Commissioner Redd also requested that staff find out what the insurance requirements were for existing city public facilities.

623 Garrison Avenue
P.O.Box 1908
Fort Smith, Arkansas 72902
(479) 784-2216
FAX (479) 784-2462

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Commissioner Keesee then made a motion, seconded by Commissioner Spearman and carried unanimously that the amended Ordinance be recommended to the City Board of Directors. Chairman Sharpe then called for the vote on the Ordinance. The vote was 7 in favor and 0 opposed.

Respectfully Submitted,

CITY PLANNING COMMISSION

Marshall Sharpe, Chairman

MS/lp

cc: File
City Administrator

PLANNING COMMISSION MINUTES
ROSE ROOM
CREEKMORE PARK COMMUNITY CENTER
11:30 A.M.
APRIL 27, 2015 – SPECIAL MEETING

On roll call, the following commissioners were present: Don Keesee, Brandon Cox, Michael Redd, Vicki Newton, Marshall Sharpe, Richard Spearman, and Bob Cooper.

On roll call, the following commissioners were not present: Jennifer Parks and Rett Howard.

Chairman Sharpe opened the meeting and asked Wally Bailey to review the ordinance. Mr. Bailey stated that the purpose of the special meeting was to review and consider for recommendation the draft Outdoor Mobile Vending Ordinance. Mr. Bailey stated that if the ordinance was recommended by the planning commission, it would be presented to the Board of Directors for consideration on May 19, 2015. He also stated that a presentation of the ordinance would be provided to the Board of Directors at the Board's April 28th study session.

Mr. Bailey provided background on the ordinance, stating that staff had researched the ordinances of several cities, conducted surveys of downtown property owners and restaurant owners, and surveyed citizens through a Facebook survey. He also stated that the planning commission had held several meetings to gather public input on the proposed ordinance, including two special study sessions, three regular meetings, and three special meetings.

Mr. Bailey then guided the planning commissions through the ordinance and amendments requested by the planning commission at the April 14th meeting. Michael Redd questioned the need for the proposed insurance requirements for vendors vending within a public street right-of-way and on sidewalks. Mr. Bailey said the proposed language was the result of consulting with Jerry Canfield, the city's attorney, Scot Clark with Brown-Hiller-Clark, and the city's purchasing director who also serves at the city's risk manager. Mr. Redd also asked if the city requires similar insurance requirements for the use of city facilities. He also asked if staff knew if vendors would be able to acquire the insurance that was proposed. Bob Cooper stated that the proposed insurance limits appeared to be minimal based on his experience.

Chairman Sharp asked if anyone in the audience had any comments. Mark Muhlenbruch of 722 South 22nd Street stated that he had not done any research but the cost of the insurance may make it difficult for some potential vendors.

After reviewing the ordinance, the planning commission requested the following revision:

- Add the words "in a public right-of-way" in the insurance requirements – Items G(f) and D(1)(f)

Mr. Redd also requested that staff find out what the insurance requirements were for existing city public facilities.

Don Keesee moved that the amended ordinance be recommended to the Board of Directors. The motion was seconded by Rick Spearman. Chairman Sharpe called for the vote on the ordinance. The vote was 7 in favor and 0 opposed.

There being no further business, the meeting was adjourned.

MAY 2015

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE

27-327-5 Sidewalk Vending

A. Definitions.

For purposes of this article, the following definitions shall apply:

Central Business District shall mean the following:

Parts of Sections 4, 5, 8, 9, 16, and 17, Township 8 North, Range 32 West, Sebastian County, Arkansas being more particularly described as follows:

All of the following parts of the Fitzgerald Addition to the City of Fort Smith: Blocks: A, B, K, 1, 2, 3, 7, 8, 9, 10, 58A, 62, and 65; and the East Half of Blocks: 66, 67, 68; and the West Half of Blocks: C, D, E, F, 50, 61 and 94.

All of the following parts to the Original City of Fort Smith: Blocks: A, 1, 2, 3, 4, 7, 8, 9, 10, 15, 16, 17, 18, 23, 24, 25, 26, 29, 30, 48, 49, 50 and 51.

All of the following parts to the Reserve Addition of the City of Fort Smith: Blocks: 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 512, 513, 514, 515, 516, 517, 518A, 519, 521, 522, 523, 524, 525, 526, 529, 530, 531, 532, 533, 536, 541, 542, 543, 544, 545, 546, 547, 548, 561, 562, 563, 564, 565 and 566; and the East Half of Blocks 549, 560, 567.

All of the following additions to the City of Fort Smith: Sparks Regional Medical Center Lots 1 and 2, Southside Garrison Avenue Addition, Corrected Stuart Daniels Addition, Shipley Addition 1, Kremer's Addition and ARS Addition Lots 2 and 3.

All properties contiguous (to the extent of the initial platted lot or, if not platted, legal ownership contiguous to the street Right-of-Way) to the West side of Towson Avenue between Dodson Avenue and South "D" Street.

All properties contiguous (to the extent of the initial platted lot or, if not platted, legal ownership contiguous to the street Right-of-Way) to the South side of South "D" Street between Wheeler Avenue and Towson Avenue.

All properties contiguous (to the extent of the initial platted lot or, if not platted, legal ownership contiguous to the street Right-of-Way) to the North side of North "B" Street between Clayton Expressway and North 11th Street.

Also,

A Tract of Land between the Eastern Bank of Maximum Recession of the Arkansas River and the East Right-of-Way line of Clayton Expressway running from the South Right-of-Way line of Garrison Avenue Northeasterly to a line 1950 feet more or less,

South of and parallel to the North line of Section 5, Township 8 North, Range 32 West, Sebastian County, Arkansas.

Stand shall mean any table, showcase, rack, pushcart, wagon or other wheeled vehicle or device which is hand pushed or pulled, without the assistance of a motor vehicle or other source of power, used for the displaying, storing or transporting of products offered for sale by a vendor.

Vendor shall mean any person engaged in the selling or offering for sale of food or beverages or art or crafts or other products on the public sidewalks from a stand.

B. Exemptions.

Temporary sales by non-profit entities that operate for less than five (5) consecutive days as part of a festival or special event shall be exempt from sidewalk vending regulations.

C. Findings and purpose.

It is found and declared that:

1. The primary purpose of public sidewalks is for use by pedestrian traffic.
2. Vending on the downtown public sidewalks promotes the public interest by contributing to an active and attractive pedestrian environment.
3. Reasonable regulation of sidewalk vending is necessary to protect the public health, safety and welfare.

D. Prohibited conduct.

No vendor shall:

1. Vend within one hundred (100) feet of any church assembly place while an assembly of the church is in session.
2. Vend on any sidewalks where vending is otherwise prohibited.
3. Leave any stand unattended.
4. Store, park or leave any stand overnight on any street or sidewalk.
5. Sell food or beverages for immediate consumption, unless there is a litter receptacle available within twenty (20) feet of the vending stand for public use.

6. Leave any location without first picking up, removing and disposing of all trash or refuse remaining from sales.

7. Place any items relating to the operation of the vending business anywhere other than in, on or under the stand.

8. Set up, maintain or permit the use of any table, crate, carton, rack or any other device to increase the selling or display capacity of his stand.

9. Solicit or conduct business with persons in motor vehicles.

10. Sell anything other than that which such vendor is licensed to vend.

11. Vend at any location where the sidewalk is not over five (5) feet in width.

12. Vend within fifteen (15) feet of an entrance way to any building unless written permission is provided by the property owner.

13. Vend within twenty-five (25) feet of any driveway entrance.

14. Vend within ten (10) feet of the crosswalk at the intersection.

E. Vendor stand specifications.

1. No stand shall exceed eight (8) feet in length, and all stands shall have a width compatible with that of a standard cart design.

2. The height of each stand may be determined by the design needs of the vendor's product, but in no case shall it be greater than six (6) feet.

3. All lettering shall be of constant height with smooth-painted edges having not more than one-eighth-inch variation.

4. No advertising shall be permitted on any stand, except to identify the name of the product and the name of the vendor and a posting of prices.

F. PERMIT. Required; display; fee; renewal.

1. Required. It shall be unlawful to sell or offer for sale any food or beverage or art or craft or any other product on any public sidewalk within the city without first obtaining a permit from the city.

2. Display. All city-required permits shall be displayed on the cart at all times.

3. Fee. A permit fee shall be required for a one-year permit in the amount of $150.00.

4. Renewal. All permits are valid for the entire approved one-year period, unless revoked or suspended by the city prior to expiration. An application to renew a permit shall be made no later than thirty (30) days before the expiration of the current permit.

G. Applications.

1. Applications shall contain the following information:

(a) The name, home and business address of the applicant and the name and address of the owner, if other than the applicant of the vending business.

(b) A description of the type of food or beverage or art or craft or of any other product proposed for vending.

(c) A description of the proposed location(s) and hours of operation.

(d) A description and photograph of the stand to be used.

(e) Certification by the city/county health department for food and/or beverage sales.

(f) Proof of an insurance policy, issued by an insurance company licensed to do business in the state, protecting the licensee and the city from all claims for damages to property and bodily injury including death, which may arise from operations under or in connection with the license to operate the business in the public right-of-way. Such insurance shall provide that the policy shall not terminate or be cancelled prior to the expiration date without thirty (30) days' advance written notice to the city administrator. The vendor shall obtain Commercial General Liability insurance on an occurrence basis with limits of not less than $1,000,000 each occurrence, $1,000,000 personal and advertising injury, $2,000,000 products and completed operations aggregate, $2,000,000 general aggregate and $5,000 medical expense (any one person). The policy shall name the City of Fort Smith as Primary Additional Insured and include ISO forms CG2010 and CG2037 (or equivalent endorsements).

Vendor shall also provide evidence that ISO endorsement Products/Completed Operations Hazard Redefined-Changes (CG2407) has been added to the policy. Waiver of Subrogation shall apply in favor of the City of Fort Smith.

(g) A statement that the vendor/insured shall hold the City harmless from and

indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the vendor's/insured's operations.

2. Applications shall be filed with the planning department of the city.

H. Issuance; denial, suspension and revocation; appeal.

1. Issuance of permit. No later than fifteen (15) days after the filing of a completed application for a vendor's permit the applicant shall be notified by the planning department of the decision on the issuance or denial of the license.

2. Denial, suspension and revocation. Any permit may be denied, suspended or revoked by the city for any of the following causes:

(a) Fraud or misrepresentation contained in the application for the permit.

(b) Fraud or misrepresentation made in the course of carrying on the business of vending.

(c) Conduct of the permitted business in such manner as to create a public nuisance or constitute a danger to the public health, safety, welfare or morals.

(d) Conduct of the vendor which is contrary to the provisions of this Section.

(e)The proposed sale of food or beverages or art or crafts or other products inappropriate or incompatible with standards promulgated by the Central Business Improvement District Commission.

I. Appeals of Administrative Determinations.

The Planning Commission shall hear appeals from the Director's decision in respect to the enforcement and application of this Section, and may affirm or reserve in whole or in part the decision of the Director in accordance with Section 27-327-6(J) Appeals of Administrative Determinations.

J. Forfeiture of Fee. If the City revokes a vendor permit, the fee already paid for the permit shall be forfeited.

27- 327-6 Outdoor Mobile Food Vending

The purpose of Section 27-327-6 is to promote and encourage open-air retail environments, while preserving and protecting the health, safety and welfare of

citizens through regulations that promote opportunities and management of such enterprises.

A. Definitions.

Angled parking space shall mean a parking space that is on a geometric angle to the street curb.

Edible goods shall include, but are not limited to prepackaged and prepared foods, excluding the sales of alcoholic beverages.

Food service establishment shall mean businesses that sell edible goods and have been inspected and approved by the Sebastian County Health Department and the City of Fort Smith.

Mobile shall mean the state of being active, but not necessarily continuous, movement.

Mobile food court shall mean a site that contains more than one mobile food vendor on a regular basis as the principal use of the land.

Mobile food vendor shall mean any person(s) who owns or operates a mobile food vehicle for the purpose of mobile food vending.

Mobile food vendor, private property shall mean any person(s) who exhibits, displays, or sells any food or beverage from a mobile food vehicle at a designated location on private property.

Mobile food vendor, public street right-of-way shall mean any person(s) who exhibits, displays, or sells any food or beverage from a mobile food vehicle at a designated location on the public street right-of-way.

Mobile food vehicle shall include, but not be limited to:

(a) **Mobile food truck**: A self contained motorized unit selling items defined as edible goods.
(b) **Concession trailers**: A vending unit which is pulled by a motorized unit and has no power to move on its own.

Parallel Parking Space shall mean a parking space that is adjacent to the curb the full length of the parking space.

Sell shall mean the act of exchanging a food for a profit or in return for a donation.

Stationary location shall mean the position of the mobile food vendor when not in motion and addressing the public for the purpose of sales.

Temporary building shall mean a structure not exceeding 160 s.f. used to vend edible foods and that is not permanently affixed to the ground, or on blocks, etc.

Tow Vehicle – A motorized land vehicle.

B. Exemptions

1. An approved Farmers Market;
2. Temporary sales for non-profit entities that operate for less than five (5) consecutive days as part of a festival or special event shall be exempt from this Section.
3. Children's lemonade stands.

C. Outdoor Mobile Food Vendors Located on Private Property

The purpose of this section is to facilitate and control the ability of mobile food vendors and mobile food courts to operate on private property while ensuring such uses are compatible with nearby properties, fosters an aesthetically appealing streetscape, and does not create a dangerous traffic condition.

1. **Single Vendor**

   a. **Zoning Districts**. Outdoor mobile food vendors shall be permitted on private property in C-2 through C-6 commercial zoning districts and I-1 and I-2 industrial zoning districts. Outdoor mobile food vendors are prohibited in residential zoning districts.

   b. **Number of Vendors.** Only one (1) mobile food vendor shall be permitted per lot. However, if a lot has multiple street frontages, vendors may operate on the lot provided there is only one mobile food vendor proposed per street frontage. Otherwise, all proposed multiple mobile food vendors on a single lot shall be considered a Mobile Food Court and shall comply with the requirements for Mobile Food Courts below.

c. **Permission required.** Outdoor mobile food vendors shall first obtain written permission from the property owner prior to submitting an application.

2. **Mobile Food Courts**

a. **Zoning Districts.** Mobile food courts shall be permitted as a conditional use in C-2 through C-6 and I-1 and I-2 industrial zoning districts. Outdoor mobile food courts are prohibited in residential zoning districts.

b. **Review Criteria.** A property owner, or agent, proposing a mobile food court shall submit an application for a Conditional Use Permit to the Planning Department. The Planning Commission will review the overall compatibility of the planned semi-permanent use with the surrounding property as well as such specific items as screening, parking and landscaping to make sure that no harmful effects occur to nearby property. The property owner, or agent, proposing a mobile food court may also be required to provide any of the following improvements to the property:

i. Improvements necessary to provide permanent utility connections for each mobile vending unit location in the mobile food court. This may include permanent water, sanitary sewer and electricity connections.

ii. Improvements necessary to ensure safe pedestrian and vehicular access to the site.

iii. Off-street parking improvements in compliance with Section 27-601 of the Unified Development Ordinance.

iv. A minimum of 1 ½ spaces off-street parking spaces provided for each vending unit in the mobile food court. The number of parking spaces shall be rounded to the next higher whole number when the fraction is 0.5 or higher. Mobile food courts in the C-6 zoning district are exempt from the off-street parking requirements.

v. Provide adequate restrooms facilities on site or through the provision of a shared use agreement with a neighboring business for access to restroom facilities.

c. **Permit Requirements.** Individual mobile food vendors within a mobile food court shall comply with the permitting requirements in Section E – Mobile Food Vendor Permit Requirements – Private Property. The mobile food court owner/operator shall not pay an annual permit fee, but shall maintain a current business license. The owner/operator shall also provide the following information:

i. Name, address, and contact information of the individual mobile food vendors operating in the mobile food court.

ii. Name, address, and contact information of the mobile food court operator and/or owner.

D. Public Street Right-of-Way. Outdoor mobile food vending on public street right-of-way shall be permitted only within the Commercial Downtown (C-6) zoning district. Mobile food vendor permits shall be issued to the owner of the mobile food vendor vehicle. All permits shall expire December 31.

1. **Permit requirements.** Each application for a permit to conduct a mobile food vendor business on a public street right-of-way shall contain the following:

a. A permit and processing fee of $150.00. For Permits issued after June 30th the permit and processing fee shall be $75.00.

b. The name, address, contact information and signature of the mobile food vendor requesting to locate within a public street right-of-way.

c. A scaled drawing, photo, or written documentation verifying the dimensions of the mobile food vehicle and/or trailer.

d. A statement of how and where solid and liquid wastes will be disposed, if applicable.

e. Proof of an insurance policy, issued by an insurance company licensed to do business in the state, protecting the licensee and the city from all claims for damages to property and bodily injury including death, which may arise from operations under or in connection with the license to operate the business in the public right-of-way. Such insurance shall provide that the policy shall not terminate or be cancelled prior to the expiration date without thirty (30) days' advance notice to the city administrator.

The vendor shall obtain Commercial General Liability insurance on an occurrence basis with limits of not less than $1,000,000 each occurrence, $1,000,000 personal and advertising injury, $2,000,000 products and completed operations aggregate, $2,000,000 general aggregate and $5,000 medical expense (any one person). The policy shall name the City of Fort Smith as Primary Additional Insured and include ISO forms CG2010 and CG2037 (or equivalent endorsements).

Vendor shall also provide evidence that ISO endorsement Products/Completed Operations Hazard Redefined-Changes (CG2407) has been added to the policy. Waiver of Subrogation shall apply in favor of the City of Fort Smith.

f. A statement that the vendor/insured shall hold the City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the vendor's/insured's operations.

g. Written verification that the applicant is registered with the Arkansas Department of Finance and Administration.

2. The mobile food vendor shall occupy only one parallel parking space. If the mobile food vendor is utilizing a concession trailer, two parallel parking spaces can be utilized provided the mobile food vehicle is connected to a tow vehicle at all times.

3. **Location Restrictions.** No vendor within the Commercial Downtown (C-6) zoning district on public right-of-way shall be permitted to operate in the following areas:

a. Within 10 feet of any street intersection or pedestrian crosswalk.

b. Within 10 feet of any driveway, loading zone or bus stop.

c. Within 10 feet of any fire hydrant or fire escape.

d. Within 10 feet of any parking space or access ramp designated for persons with disabilities

e. Angled on-street parking spaces.

f. Within 50 feet of a driveway to police or fire station.

g. Within 50 feet of the principal public entrance to a food service establishment not owned by mobile food vendor, unless written permission has been given by the food service establishment, or the food service establishment is closed for business.

h. Any area that obstructs pedestrian traffic.

i. No customer shall be served on the street side of the mobile unit. All service must occur on curb side when the mobile unit is abutting a public street.

j. No drive thru or drive-by customer service shall be provided or permitted as part of a mobile food vendor business.

k. No mobile food vendor shall conduct business so as to violate any ordinances of the city regulating traffic and rights-of-way now in effect or hereafter amended.

l. No seating or signage shall be provided or permitted in a street right-of-way or public sidewalk as part of a mobile food vendor business.

m. No mobile food vendor shall sell or vend from his/her vehicle within 300 feet of a public or private school property while school is in session and one hour before and after school is in session; classes or school related events, except when authorized in writing by the school.

n. In the public street right-of-way on the designated truck route.

o. In the public street right-of-way of a state highway (Garrison Avenue, Towson Avenue, Rogers Avenue (east of Towson Avenue), North 10th Street, and North 11th Street).

p. In any parallel parking space that is designated as reserved.

4. **Hours of Operation**. Outdoor mobile food vending on public street rights-of-way within the Commercial Downtown (C-6) zoning district shall be allowed to engage in the business of mobile food vending only between the hours of 9:00 pm and 2:00 a.m. Mobile food vending vehicles shall be removed from the public street right-of-way when not in use.

5. **Waste Disposal.** The mobile food vendor has the responsibility to dispose of all solid and liquid wastes in accordance with all applicable laws. Mobile food vendors are not permitted to dispose of their trash in public trash receptacles.

E. Mobile Food Permit and Permit Requirements – Private Property

1. **Mobile Food Vendor Annual Permit.** Mobile food vendors are allowed to operate on a temporary basis for one year in one location with administrative approval of the Planning Department. After the one-year period has expired, the mobile food vendor shall move to another location or may request a one-year renewal from the Planning Department. Mobile food vendor permits shall be issued to the owner of the mobile food vendor vehicle. All permits shall expire December 31.

2. Mobile Food Vendor Permit Requirements. Each application for a permit to conduct a mobile food vendor business on a private property shall contain the following:

a. A permit and processing fee of $150.00. For Permits issued after June 30th the permit and processing fee shall be $75.00.

b. The name, address, contact information and signature of both the property owner and the mobile food vendor requesting to locate on private property.

c. Written permission, signed by the property owner or legal representative of record, stating that the mobile food vendor is permitted to operate on the subject property for a specified period of time.

d. Written verification that the applicant is registered with the Arkansas Department of Finance and Administration.

e. A statement on how and where solid and liquid wastes will be disposed, if applicable.

3. **Permit Transfer.** The permit issued to a mobile food vendor shall not be transferrable to another owner or operator without a new application submitted and approved by the city.

4. **Permit Displayed.** The mobile food vendor permit issued shall be conspicuously displayed at all times during the operation of the mobile vending business.

5. **Waste Disposal.** The mobile food vendor has the responsibility to dispose of all wastes in accordance with all applicable laws. Mobile food vendors are not permitted to dispose of their trash in public trash receptacles.

6. **Parking Space Requirements.** Mobile food vendors shall maintain compliance with parking lot requirements for the existing businesses. The

use of parking for a mobile food vendor may not reduce the number of spaces below the minimum required for other uses occurring on the property.

7. **Temporary Buildings – Private Property.** A temporary building can be used on private property to vend edible foods. A permit from the city building official is required for all temporary buildings. All temporary buildings must comply with the Arkansas Fire Prevention Code. Permits for temporary buildings are limited to 180 days unless a time extension is granted by the City Building Official. A temporary building must also comply with the requirements of this Chapter.

8. **Mobile Food Vendor Transfer Option – Private Property.** Within the permit period, mobile food vendors on private property may transfer to another location that allows mobile food vending. Each transfer request shall be accompanied with an application to the Planning Department and a permit and processing fee of $40.00.

9. **Mobile Food Vendor on Multiple Locations – Private Property.** Mobile food vendors are allowed to operate on a temporary basis on multiple locations after meeting the following conditions:

   a. The applicant has submitted an application to the Planning Department accompanied with permit and processing fee of $200.00.

   b. The property owner for each location must provide a written statement giving the mobile food vendor permission to operate on the property.

   c. The mobile food vendor has the responsibility to dispose of all wastes in accordance with all applicable laws. Mobile food vendors are not permitted to dispose of their trash in public trash receptacles.

10. **Renewal Requirements – Private Property**. Mobile vendors requesting a one-year renewal to stay in the same location shall comply with the following:

    a. Applicant shall submit a renewal request on a form provided by the Planning Department.

    b. Applicant shall provide verification that the mobile food vendor has a valid sales tax permit registered with the Arkansas Department of Finance and Administration.

c. The Director or his designee shall review each application for renewal, and upon determining that the applicant is in full compliance with the provisions of these regulations, shall issue a new permit.

d. Planning Commission approval shall be required for all mobile food vendors who have received formal enforcement actions from the city.

e. Payment of a $150.00 permit fee.

F. Littering and Trash Removal.

1. Mobile food vendors shall keep the sidewalks, roadways, property where the vendor is located and other locations adjacent to their vending site clean and free of debris and refuse generated from the operation of their business.

2. Mobile food vendors shall provide a receptacle for litter that shall be maintained and emptied regularly.

G. Prohibited Conduct.

No person authorized to engage in the business of mobile food vending under these regulations shall do any of the following:

1. Locate in any residential zoning district.

2. Locate within a site triangle described as the area delineated by a distance of twenty-five (25) feet along the intersecting property lines, beginning at a property corner point and extending twenty-five (25) feet in both directions away from the corner point of an intersection and then connecting the terminus points by a line to form the triangular area.

3. No mobile food vendor shall sell or vend from his/her vehicle within 300 feet of a public or private school property while school is in session and one hour before and after school is in session; classes or school related events, except when authorized in writing by the school.

4. Unduly obstruct pedestrian or motor vehicle traffic flow, except a reasonable time to load and unload the mobile food vendor vehicle.

5. Obstruct traffic signals or regulatory signs.

6. Stop, stand or park any mobile food vendor upon any street for the purpose of selling during the hours when parking, stopping and standing have been prohibited by signs or curb markings.

7. Leave any mobile food vehicle in a public street right-of-way overnight.

8. Sounds projecting from the mobile food vendor that violate Article II – Noise regulations of the Fort Smith Code of Ordinances.

9. Conducting the business in such a way that would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to emergency and sanitation vehicles.

10. Use or install any lighting that does not comply with Section 27-602-5 Commercial and Outdoor Lighting requirements of the Unified Development Ordinance.

11. Run hoses, cords, or other apparatus across a pedestrian pathway or sidewalk.

12. Utilize any portion of a public sidewalk or public right-of-way where mobile food vending is not allowed or authorized.

13. Remove the wheels from a mobile food vehicle. The mobile food vehicle shall not otherwise be rendered immobile such as being placed on blocks, railroad, ties, etc.

H. Revocation of Permit.

A license issued pursuant to Section 27-327-6 may be revoked, in writing, by the Director or his designee for any of the following reasons:

1. Any fraud, misrepresentation or false statement contained in the application for license;

2. Any fraud, misrepresentation or false statement made in connection with selling of products;

3. Any violation of this Section.

4. Conducting the business license under this Section in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

I. Appeal.

Appeals to the Director's decision relating to this Section shall be made to the Planning Commission concerning the issuance of a license or revocation of a license pertaining to this Section.

J. Appeals of Administrative Determinations.

The Planning Commission shall hear appeals from the Director's decision in respect to the enforcement and application of this Section, and may affirm or reserve in whole or in part the decision of the Director.

1. Process. Any person, officer of the City, or other governmental agency not in agreement with a decision made by the director may appeal the decision within 10 (ten) days of the decision by filing with the Director a notice of appeal along with payment of the required appeal fee. The filing shall specify the reason for the appeal. The Director shall then transmit to the Planning Commission all the information on the details of the decision and reason for the appeal. This shall be done in advance of the next regularly scheduled meeting.

2. Stay. An appeal puts all processing of applications on hold until the appeal process is completed.

3. Hearing. The Planning Commission shall schedule a reasonable time for the hearing of the appeal or any other matter referred to it. Notice shall be published one (1) time in a local newspaper fifteen (15) days before the public hearing.

4. Action. In exercising its powers, the Planning Commission, in conformity with the provisions of law, may reserve or affirm, wholly or in part, or may modify the order, requirement, decision, or determination.

5. Appeals. Appeals from the decision of the Planning Commission shall be made to the Board of Directors within ten (10) days of the Planning Commission's decision.

K. Forfeiture of Fee. If the City revokes a mobile vending permit, the fee already paid for the permit shall be forfeited.

3.

RESOLUTION NO._____

A RESOLUTION ADOPTING FINANCIAL POLICIES

WHEREAS, the City Board of Directors finds it in the best interest of the citizens to establish policies to ensure the financial stability of the City; and

WHEREAS the City Board will regularly review existing policies and establish additional policies to promote fiscal responsibility and the efficient transaction of City business; now, therefore,

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE

CITY OF FORT SMITH, ARKANSAS, THAT:

Section 1. The City hereby adopts the policies attached as the Fiscal Performance Policies of the City of Fort Smith.

THIS RESOLUTION ADOPTED THIS 19th DAY OF MAY, 2015.

APPROVED:

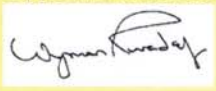
MAYOR

_____

ATTEST:

_____
CITY CLERK

Approved as to form:



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No Publication Required

The City of Fort Smith ARKANSAS

May 13, 2015

Interoffice Memorandum

To: Ray Gosack, City Administrator

From: Jennifer Walker, Deputy Director of Finance

Re: Budget Policies for review

During the March 10 Study Session and March 19 Special Study Session, the Board reviewed financial policies and practices.

As requested, amended financial policies are enclosed for your review and discussion. The following list highlights the key changes to the financial policies:

- A reference to specific Water/ Sewer policies, *pending adoption of those policies.*
- An operational budget in which expenditures do not exceed revenues (structural budgeting method).
- Budget adoption on or before December 31
- Debt service will not exceed 35% of total operating revenues.
- Fund reserve at 15% (Water / Sewer Fund at 20%)
- Other minor points of clarification and/or grammar corrections, as listed in the attached policies.

If you have any questions or require more information, please let me know.

FISCAL PERFORMANCE POLICIES

The Fiscal Performance Policies represent an effort to establish written policies to guide the City's financial management and decision-making practices. They are designed to help contain the costs of city government, as well as to strengthen the financial capacity of the City to provide and maintain effective services and programs.

While some of the policy statements are specific and may limit certain types of financial practices, the policy statements are not intended to restrict the ability and responsibility of the Board of Directors to manage emergency or unusual service delivery needs above or beyond the limitation established by the Fiscal Performance Policies.

Additional Water & Sewer Utility Financial Policies are maintained in a separate document and should be considered in addition to the City's overall fiscal performance policies. Utilities fiscal policies will supersede the City's general fiscal policies in the application of Water and Sewer Utility budgeting and financial management. (*pending*)

REVENUE POLICIES

1. The City will strive to maintain a diversified and stable revenue base that will equitably distribute the burden of supporting City services and will protect the City from short-term fluctuations in any one revenue source.

2. The City will estimate revenues on an objective and reasonable basis. Revenues will be projected on a ~~five~~ two year basis with an annual update. This projection will be used for operating budget preparation.

3. The City will use one-time or special purpose revenues for capital expenditures or for expenditures required by the revenue, and not to subsidize recurring personnel, or operation and maintenance costs.

4. The City will establish and periodically review all user charges, licenses and fees at a level related to the cost of providing the services. Such charges, licenses and fees will be reviewed and established where possible so that those who directly benefit from a service principally pay for it.

5. The City will set and maintain water, sewer and sanitation rates at ~~levels which~~levels that support the total direct and indirect costs of the enterprise, including debt service and capital maintenance.

6. The City will annually review, and revise where necessary, its indirect cost allocation formula on an objective and reasonable basis.

7. The City will maintain timely collection systems and implement necessary enforcement strategies to collect revenues from available sources.

8. The City will give priority to those revenue alternatives which involve the least collection and administrative cost, per dollar raised, to the City government.

9. They City will seek a balanced revenue base through active support of area economic development, diversification, and retention efforts.

OPERATING EXPENDITURE/EXPENSE POLICIES

1. The City Administrator will propose, and the Board of Directors will adopt, a balanced operating budget in which budgeted expenditure/expenses ~~will not be allowed to~~don't exceed reasonably estimated ~~resources and~~ revenues for the fiscal year. Basic and essential services provided by the City will receive first priority for funding. The City will utilize unallocated fund balance to balance the annual budget only in times of emergency or fiscal and economic hardship. The monies from the fund balance can only be allocated by Board of Directors approval. Additional funding will be assigned according to City-wide goals established by the Board of Directors and Comprehensive Plan policies.

2. The City will estimate expenditures/expenses on an objective and reasonable basis. Operating expenditures/expenses will be projected on a ~~five~~ two year basis with an annual update.

3. The City will establish service measurements for all program areas, when feasible. The service measures will reflect the demand, workload capability and projected outcomes for the program to accomplish its goals and objectives.

4. Annual budgets shall be legally adopted for the four operating funds- General Fund, Street Maintenance Fund, Water and Sewer Operating Fund and the Sanitation Operating Fund. Projects shall be approved for major capital projects. Budgets shall be adopted by the Board of Directors no later than December 31 of the planning year.

5. The City will provide access to appropriate retirement plans and Other Post Employment Benefits (OPEB) for its employees. The City will make contributions for eligible employees at the level defined for the respective retirement plans. The City will make contributions to the OPEB trust plan when funds are available.

6. The City will encourage delivery of services by other public and private organizations whenever and wherever greater efficiency, effectiveness and service can be expected, as well as to develop and internally use technology and

productivity advancements that will help reduce or avoid increasing personnel costs. The intent is to control personnel costs as a proportion of the total budget, to more productively and creatively use available resources, and to avoid duplication of effort and resources.

7. The City will maintain a budgetary control system to help it adhere to the adopted budget, and will prepare and maintain a system of regular fiscal reports comparing actual revenues and expenditures/expenses to budgeted amounts.

8. All budgets shall be adopted on a basis consistent with generally accepted accounting principles (GAAP) except for depreciation expense in the applicable funds.

9. All appropriations lapse at yearend. Any encumbrance ~~appropriated~~ at yearend shall ~~may~~ be re-appropriated by the Board of Directors in the subsequent year.

10. The legal level of budgetary control is the departmental program level. Operational budgetary control is maintained at the program level. All departments will be given the opportunity to participate in the budget process.

CAPITAL IMPROVEMENT POLICIES

1. The City will prepare annually and update a five year capital improvements program (CIP) which will provide for the orderly maintenance, replacement, and expansion of capital assets.

~~1.~~2. The CIP will identify long-range capital projects and capital improvements of all types which will be coordinated with the annual operating budget to maintain full utilization of available revenue sources.

~~2.~~3. The CIP will reflect for each project the likely source of funding, the priority ranking of each project and attempt to quantify the project's impact to future operating expenditures/expenses.

~~3.~~4. The City will determine and follow the most cost-effective financing method for all capital projects. The City will pursue federal, state and other funding to assist in financing capital projects and improvements.

~~4.~~5. All equipment, projects and improvements, other than infrastructure, with a value equal to or greater than $5,000 per unit and an estimated life greater than or equal to 3 years will be capitalized for financial reporting purposes. Infrastructure assets are those that are provided by the street Sales Tax Fund and include streets, bridges and drainage projects. All land and rights-of-way are capitalized for infrastructure projects. The project cost is capitalized

for projects greater than or equal to $250,000 and are grouped by project year. Individual infrastructure projects are capitalized separately if the project totals greater than or equal to $5.9 million.

5.6. Capital projects and improvements will be constructed to:

a. Protect or improve the City's quality of life.
b. Protect or enhance the community's economic vitality.
c. Support and service new development.

DEBT POLICIES

1. The City will issue debt to finance or refinance capital improvements and long-term fixed assets or other costs directly associated with financing a project which have been determined to be beneficial to a significant proportion of citizens in Fort Smith and for which repayment sources have been identified. Debt issuance shall be used only after considering alternative funding sources such as project revenues, federal and state grants and special assessments.

2. The scheduled maturity of bond issues should not exceed the expected useful life of the capital projects or improvements financed.

3. The City will consider refunding outstanding bonds if one or more of the following conditions exist:
   a. Present value savings are at least 3% with certain exceptions, of the par amount of the refunding bonds.
   b. The bonds to be refunded have restrictive or outdated covenants.
   c. Restructuring debt is deemed to be desirable.

4. The City will seek credit enhancements, such as bond insurance or letters of credit, when necessary for cost-effectiveness.

4.5. The City will monitor compliance with bond covenants, adhere to Federal arbitrage regulations, and abide by the provisions of Securities and Exchange Commission (SEC) Rule 15c 2-12 concerning primary and secondary market disclosure. The City will also monitor bond issues by adhering to its Post-Issuance Compliance Manual required by the IRS. This manual includes the requirements for monitoring bond offering transactions by the underwriter.

5.6. The City will encourage and maintain communications with financial bond rating agencies and continue to strive for improvements in the City's bond rating.

6.7. The City will require that the total annual payments for debt service not exceed ~~25~~35% of total operating revenues of the applicable fund.

~~7.~~8. The City will evaluate the benefits of conducting financings on a competitive or negotiated basis. Negotiated financings may be used where market volatility or the use of an unusual or complex financing or security structure is a concern with regard to marketability.

~~8.~~9. The City will coordinate its debt issuances with other local government agencies in an effort to review overlapping debt in the community.

RESERVE POLICIES

1. The City will maintain an operating contingency reserve to:
    a. Provide for temporary funding of unforeseen needs of an emergency or nonrecurring nature.
    b. Permit orderly budgetary adjustments when revenues are lost through the action of other governmental bodies.
    c. Serve as local match for public or private grants.
    d. Meet unexpected small increases in service delivery costs.
    e. Maintain an adequate cash flow.

2. The goal for the contingency reserve will be ~~maintained at not less than~~ fifteen percent (15%) of estimated operating expenditures/expenses. The Water / Sewer Fund's contingency reserve goal will be twenty percent (20%) of estimated operating expenditures/expenses. Prior approval of the Board of Directors shall be required before spending contingency funds.

3. If the contingency reserve balance falls below the fifteen percent (15%) level (20% for Water/Sewer Fund) for a current year budget, then the following steps will be taken by the appropriate departments:
    a. If the contingency reserve is between 10% and 14.99%, then operating and capital reductions will be required.
    b. If the contingency reserve is between 5% and 10%, then personnel reductions, including services will be implemented.
    c. If the contingency reserve is less than 5%, then personnel, operating and capital reductions will take place. Service levels may be significantly reduced if this scenario occurs.

~~c.~~4. If the contingency reserve balance exceeds 20% (25% in Water / Sewer Fund), the City may consider utilizing the funds above this amount for one-time capital projects or other non-recurring expenditures that support City goals or Comprehensive Plan policies.

~~4.~~5. The City will develop an equipment reserve fund, and will appropriate funds to it annually to provide for the timely replacement of equipment. The

reserve will be maintained in an amount adequate to finance the replacement of equipment. The replacement of equipment will be based upon the adopted equipment replacement schedule. The schedule will be updated annually.

INVESTMENT AND CASH MANGEMENT POLICIES

1. The City's cash management system will be designed to accurately monitor and forecast revenues and expenditures/expenses in order to invest funds to the fullest extent possible. All cash and investments, other than accounts required by bond covenants, will be maintained in a single cash and investment pool. Interest revenue will be allocated to each investing fund consistent with fund ownership.

2. The objectives of the City's investment and cash management program will be to:
    a. safely invest City funds to the fullest extent possible,
    b. maintain sufficient liquidity to meet cash-flow needs, and
    c. attain the maximum yield possible consistent with the other two objectives.

3. The City will limit its investments to the safest type of securities permitted by Arkansas statutes. These shall include those which:
    a. have insurance on the principal guaranteed by the Federal Deposit Insurance Corporation, or
    b. have security on the principal in the form of bonds or other interest bearing securities of the U.S. Government or its agencies, or
    c. have security on the principal in the form of bonds or other interest bearing securities of the State of Arkansas, or its agencies or political subdivisions as defined in Arkansas statutes.

4. The City's investments will be diversified by type of investment, institution and maturity date to protect against changes in the market at a given time regarding any particular type of investment. Direct obligations of the U.S. Government shall be purchased from the Federal Reserve Bank.

5. Purchase and sale of securities will be made on the basis of competitive offers and bids in order to obtain the highest available rates. In order to keep administrative costs as low as possible, investments of less than $100,000 may be made through a current depository bank. For investments exceeding $100,000, institutions shall be contacted by telephone and given the opportunity to provide an interest quote on the identical investment and term. The bid of each institution shall be recorded and kept on file for one (1) year.

6. In the event of identical interest yield bids, the City may break the tie by use of an objective method to be determined by the City.

7. In the event no quotes are received from a banking institution in the City of Fort Smith insured by the FDIC, the City may invest its funds in any banking institution insured by the FDIC in the state meeting the City's security requirements.

~~7.~~8. Clear title to the principal of and collateral backing for any investment will be maintained by the City or by a third-party safekeeping agent under agreement to the City.

~~8.~~9. The City may specify monthly interest payment in order to enhance cash flow and investment return.

~~9.~~10. The City Administrator, or his designated representative, will provide the Mayor and Board of Directors with monthly information concerning cash position and investment performance. The information shall include, as a minimum, type of investment, maturity date, face value, rate of interest, amount of interest received during the accounting period, and institution where the funds are invested.

~~10.~~11. A request for banking services will be issued when it is deemed necessary to provide services as required by the City. ~~every five (5) years~~ The request will be made to all qualified banks located within the City limits that are capable of providing the level of services required.. Banking services may continue with a selected bank ~~for more than five (5) years~~ if the services provided are maintained at an acceptable level and reasonable cost.

~~11.~~12. The standard of prudence to be applied by the investment officials shall be the "prudent person rule" and shall be applied in the context of managing an overall portfolio. Under the prudent person rule, investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, but for investment, considering the probable safety of their capital as well as the probable revenue to be derived.

FINANCIAL REPORTING POLICIES

1. The City will adhere to a policy of full and open public disclosure of all financial activity. The budget will be prepared in a manner to maximize its understanding by citizens and elected officials. Copies of financial documents will be made available to all interested parties. Opportunities will be provided for full citizen input prior to final decisions on the budget.

2. The City's accounting system will maintain records on a basis consistent with the accepted accounting standards of the Governmental Accounting Standards Board (GASB), Government Accounting Office (GAO), Financial Accounting Standards Board (FASB), and the State of Arkansas.

3. The City Administrator or his designee will prepare regular quarterly and annual financial reports presenting a summary of financial activity by major types of funds and programs.

4. The City will employ an independent public accounting firm to perform an annual audit, and will make the annual audit available to the general public, bond and financial consultants, and other interested citizens and organizations. The audit shall be completed and submitted to the City within 180 days of the close of the fiscal year.

5. The city will prepare an annual budget document that provides a basic understanding of the City's planned financial operations for the coming fiscal year. Copies of the proposed and final budget will be made available to all interested parties and opportunities will be provided for citizen input prior to final adoption of the budget on or before December 31 of the planning year.

6. The City will seek annual renewal of the GFOA Certificate of Achievement for Excellence in Financial Reporting and the Distinguished Budget Presentation Award.

7. The City will provide all financial documents to the internal and external auditors and City representatives will not improperly influence the conduct of audits.

ORDINANCE NO. _____ 4 A

ORDINANCE AMENDING THE FISCAL YEAR 2015 BUDGET AND APPROPRIATING FUNDS TO ESTABLISH THE SEWER OPERATIONS CONSENT DECREE INITIATION PROGRAM 5620 TO PROVIDE YEAR 2015 STAFFING ASSOCIATED WITH THE CONSENT DECREE

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

WHEREAS, the City of Fort Smith has entered into a Consent Decree which stipulates that certain Capacity, Management, Operations and Maintenance (CMOM) functions be established to assure the proper operation and maintenance of its wastewater collection and transmission systems; and,

WHEREAS, the Consent Decree sets specific time periods for the City to prepare and implement the CMOM functions and establishes stipulated penalties for failure to meet said time periods; and,

WHEREAS, the City must establish staffing to initiate CMOM functions with critical staff positions engaged at program inception; and,

WHEREAS, Utility Department Staff has reviewed and utilized the Consent Decree, the Water and Sewer Operations Efficiency Study prepared by HDR Engineering in 2013, the Consent Decree Staffing Study prepared by Burns & McDonnell in 2015 and the Water Environment Research Foundation Benchmark profiles to identify and prepare a staffing plan for Years 2015, 2016 and 2017:

NOW THEREFORE, there is hereby authorized an appropriation in the amount of $1,123,380.00 from the unobligated balance of the Water and Sewer Fund to amend the Fiscal Year 2015 Budget and establish Consent Decree Initiation Program 5620 personnel and operations

budget, attached hereto as Exhibit A, is hereby approved.

PASSED AND APPROVED this _____ day of May 2015.

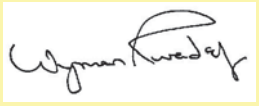
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____ publish 1 time

EXHIBIT A

OPERATION SERVICES
WATER AND SEWER

CONSENT DECREE INITIATION — PROGRAM 5620

		Budget FY 15
PERSONNEL		
101	Regular Salaries	518,140
102	Overtime	14,430
103	Retirement	57,090
104	Social Security	44,010
105	Insurance	94,180
106	Longevity	2,020
107	Medical Expenses	470
111	Workers' Compensation	25,530
Total		755,870
OPERATING		
201	Office Supplies	9,640
202	Small equipment	8,660
203	Fuel, oil, lube	15,430
204	Clothing	5,760
205	Custodial equipment and supplies	6,350
206	Materials	75,950
207	Repair of equipment	45,510
208	Repair of buildings	7,580
210	Communications	14,200
211	Utilities	65,000
212	Bonds, insurance, licenses	19,610
213	Postage	10,400
214	Advertising, printing, photo	19,460
215	Travel	8,080
216	Education, memberships, subscriptions	8,370
217	Lease, rent, taxes	35,000
219	Other	12,510
Total		367,510
CONSENT DECREE INITIATION TOTAL		1,123,380

SCHEDULE OF PERSONNEL	PAY GRADE	FY 15
Deputy Director of Business Administration	20	1
Deputy Director of Operations	20	1
Deputy Director of Systems	20	1
Business & Finance Program Manager	17	1
Communications & Training Program Manager	17	1
Engineering & Engineering Technology Program Manager	17	1
Fleet, Building & Station Program Manager	17	1
Sewer System Program Manager	17	1
GIS Manager / Editor	16	1
Information System Manager / Analyst	15	1
Supervisor	14	1
Senior GIS Analyst / Editor	13	1
Senior Work Order System Analyst	13	1
Communication & Public Relations Manager	12	1
Business Analyst & Strategic Plan Coordinator	11	1
FOG Coordinator	11	1
Supervisor	11	1
Technology Coordinator	11	1
Administrative Coordinator	9	2
Electrician	8	1
Electronic Technician	8	1
Laboratory Analyst	7	1
System Control Operator	3-7	2
Leadperson	6	1
Senior Clerk II	5	1
Maintenance Person	3	1
EMPLOYEE POSITIONS		28

Funding Allocation:

100% Water and Sewer Operating Fund

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** May14, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Amendment of Fiscal Year 2015 Budget
To Establish Sewer Operations Program 5620

As the city moves forward to meet the Consent Decree's objective of achieving and maintaining full compliance with the requirements of the Clean Water Act, it must put supplemental staffing in place. The Consent Decree requires a significant enhancement of the city's current resources in operations, maintenance and management support in addition to the construction of system improvements. Although the addition of personnel within the utility department was anticipated, the Consent Decree was not yet lodged and those needs were not fully defined at the time the 2015 budget was developed.

Staff has prepared a budget amendment which establishes the personnel and operating costs for the remaining period of 2015. This will be accomplished at this time by creating a single Sewer Operations Program 5620. The further redefining of the utility department organizational structure will be made with the 2016 budget.

An Ordinance is attached which amends the Fiscal Year 2015 Budget, appropriates $1,123,380.00 from the unobligated balance of the Water and Sewer Fund and establishes Sewer Operations Program 5620 in the form attached thereto as Exhibit A. It is staff's recommendation that the Ordinance be submitted to the Board for consideration and approval.

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

attachment

pc: Jeff Dingman

Comprehensive Plan Goal Supported By Wastewater Projects

· Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision. (FLU-1.4)

· 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-5.1)

· Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements. (TI-5.1.1)

· Ensure that utility and infrastructure systems can meet the city's long-term needs. (TI-5.2)

· Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern. (TI-5.2.1)

· Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects. (TI-5.2.4)

· Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth. (PFS-4.2)

RESOLUTION NO. _____ 4 B

RESOLUTION ACCEPTING THE UTILITY DEPARTMENT
SUPPLEMENTAL STAFFING PLAN ASSOCIATED
WITH THE PERFORMANCE OF THE CONSENT DECREE

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

The Utility Department supplemental staffing plan, attached hereto as Exhibit A, for the amendment of the Fiscal Year 2015 Budget and preparation of Fiscal Year 2016 and 2017 Budgets is hereby approved.

This Resolution adopted this _____ day of May 2015.

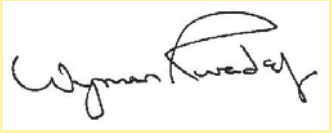
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

EXHIBIT A

2015 Hiring List

May 19, 2015

Fiscal Year 2015 (28 FTEs)

Ref	Additional Position for Consent Decree	Pay Grade	2015 Jun	Jul	Aug	Sep	Oct	Nov	Dec	Funded	Consent Decree: Sewer System Assessments	Prior SSA Remedial Work	New SSA Remedial Work	Pump Stations and Force Main Evaluations	Pump Station Alternative Power	Pump Station and Force Main Improvements	Capacity Assessments and Hydraulic Model	Capacity Remedial Measures	CMOM Program Development	FOG Program	Root Control Program	Gravity Sewer Line Cleaning Program	Continuing SSA Program	Continuing Pump Station and Force Main Evaluation and Maintenance Program	Continuing Capacity Assurance Program	SSO Documentation and Reporting	SSO Emergency Response Program	Information Management System	Standard Operating Procedures	Private Service Line Defect Remediation	Comprehensive Training Program	Inventory Management System	WWTP Effluent Violation Abatement	Consent Decree Reopener	Storm Water Mitigation Program	Private Line SEP	Deliverables Submittal and Review	Annual Report	Efficiency Study
3	Deputy Director of Business Administration	20	Hiring							50%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
5	Deputy Director of Operations	20	Hiring							50%				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
7	Deputy Director of Systems	20	Hiring							50%	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X
9	Business & Finance Program Manager	17				Hiring				25%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
10	Administrative Coordinator	9				Hiring				25%	X	X	X				X	X	X					X	X	X	X	X	X	X	X		X		X	X	X	X
13	Business Analyst & Strategic Plan Coordinator	11	Hiring							50%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
23	Information System Manager / Analyst	15	Hiring							50%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X
24	Senior Work Order System Analyst	13				Hiring				25%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X
26	Technology Coordinator	11				Hiring				25%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X
28	Communications & Training Program Manager	17				Hiring				25%	X	X	X	X				X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X	X
29	Communication & Public Relations Manager	12				Hiring				25%	X	X	X					X	X	X	X		X			X		X	X	X	X				X	X	X	
42	System Control Operator	7	Hiring							50%			X	X					X	X	X	X	X	X	X	X	X	X	X	X	X		X			X	X	X
43	System Control Operator	7	Hiring							50%			X	X					X	X	X	X	X	X	X	X	X	X	X	X	X		X			X	X	X
44	Senior Clerk II	5	Hiring							50%		X	X						X	X	X		X			X	X	X	X	X	X		X			X	X	X
46	Engineering & Engineering Technology Program Manager	17	Hiring							50%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
47	Administrative Coordinator	9	Hiring							50%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
61	GIS Manager / Editor	16	Hiring							50%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
62	Senior GIS Analyst / Editor	13				Hiring				25%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
106	Supervisor: Massard Sewer Plant	11	Hiring							50%															X			X	X		X	X	X				X	X	
123	Lab. Analyst: FOG & Mitigation	7	Hiring							50%									X	X								X	X		X		X		X		X	X	X
135	Supervisor: Environmental Monitoring	14	Hiring							50%									X	X	X							X	X		X		X		X		X	X	X
136	FOG Coordinator	11				Hiring				25%									X	X	X							X	X		X						X	X	X
144	Fleet, Building & Station Program Manager	17				Hiring				25%				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
173	Electronic Tech.: Water & Sewer SCADA & Pump Controls	8	Hiring							50%				X	X	X	X	X	X					X	X	X	X	X	X		X	X	X				X	X	X
176	Electrician: Water & Sewer Plants & Pump Stations	8	Hiring							50%				X	X	X	X	X	X					X	X	X	X	X	X		X	X	X				X	X	X
249	Sewer System Program Manager	17				Hiring				25%	X	X	X	X		X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X
259	Leadperson: Traffic Safety & Locates	6	Hiring							50%		X	X			X		X	X		X	X	X	X	X	X	X	X	X		X	X					X	X	
266	Maint. Person: Backhoe Crew	3	Hiring							50%		X	X			X			X		X		X	X	X		X		X		X								
28	Total additional positions for consent decree																																					

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EXHIBIT A

2016 Hiring List

May 19, 2015

Fiscal Year 2016 (39 FTEs)

Ref	Additional Position for Consent Decree	Pay Grade	2016 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Funded	Consent Decree: Sewer System Assessments	Prior SSA Remedial Work	New SSA Remedial Work	Pump Stations and Force Main Evaluations	Pump Station Alternative Power	Pump Station and Force Main Improvements	Capacity Assessments and Hydraulic Model	Capacity Remedial Measures	CMOM Program Development	FOG Program	Root Control Program	Gravity Sewer Line Cleaning Program	Continuing SSA Program	Continuing Pump Station and Force Main Evaluation and Maintenance Program	Continuing Capacity Assurance Program	SSO Documentation and Reporting	SSO Emergency Response Program	Information Management System	Standard Operating Procedures	Private Service Line Defect Remediation	Comprehensive Training Program	Inventory Management System	WWTP Effluent Violation Abatement	Consent Decree Reopener	Storm Water Mitigation Program	Private Line SEP	Deliverables Submittal and Review	Annual Report	Efficiency Study
6	Administrative Coordinator	9	Hiring												92%				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
8	Administrative Coordinator	9	Hiring												92%	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X	X
14	Analyst 1	9	Hiring												92%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
17	Analyst 1	9	Hiring												92%				X	X				X			X	X	X	X	X	X		X	X					X	X	X	X
19	Accounting Tech.: Inventory	6	Hiring												92%				X	X				X			X	X	X	X		X	X	X		X	X				X		X
21	Maint. Person: Inventory	3	Hiring												92%				X	X				X			X	X	X	X		X	X	X		X	X				X		X
30	Accounting Tech.	6		Hiring											83%	X	X	X						X	X	X		X			X		X	X	X	X				X	X	X	
31	Senior Clerk II	5		Hiring											83%	X	X	X						X	X	X		X			X		X	X	X	X				X	X	X	X
32	Constr. Inspector	9		Hiring											83%									X	X	X					X		X	X	X	X				X	X	X	
34	Trainer	7	Hiring												92%									X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X	X
35	Trainer	7	Hiring												92%									X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X	X
45	Senior Clerk II	5	Hiring												92%		X	X						X	X	X		X			X	X	X	X	X	X		X				X	X	X
48	Senior Project Engineer: Sewer Projects	16	Hiring												92%			X			X		X	X		X		X	X	X	X		X	X		X					X	X	X
50	Senior Project Engineer: Sewer Projects	16	Hiring												92%			X			X		X	X		X		X	X	X	X		X	X		X					X	X	X
54	Constr. Coordinator	11	Hiring												92%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
55	Constr. Inspector	9					Hiring								58%		X	X			X		X									X	X		X							X	X
60	Right-of-way Tech.	8	Hiring												92%		X	X	X	X	X	X	X	X		X	X	X	X	X		X	X		X				X	X			X
63	GIS Analyst / Editor	12	Hiring												92%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
64	GIS Editor 2	11	Hiring												92%	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
137	FOG Inspector	8	Hiring												92%									X	X	X						X	X		X						X	X	X
138	FOG Inspector	8	Hiring												92%									X	X	X						X	X		X						X	X	X
147	Maint. Person: Garage	3		Hiring											83%					X				X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	
160	Maint. Mechanic: Sewer Plants & Pumps	6	Hiring												92%				X		X		X	X					X	X	X	X	X		X	X	X				X	X	
161	Maint. Mechanic: Sewer Plants & Pumps	6	Hiring												92%				X		X		X	X					X	X	X	X	X		X	X	X				X	X	
177	Electrician: Water & Sewer Plants & Pump Stations	8	Hiring												92%				X	X	X	X	X	X					X	X	X	X	X		X	X	X				X	X	X
250	Accounting Tech.	6		Hiring											83%	X	X	X	X		X		X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X	X
277	Supervisor: SS Root Removal, SSO Response	11		Hiring											83%	X	X	X	X		X		X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X	X
284	Tech.: CCTV Truck	7						Hiring							50%									X		X	X	X		X	X	X	X	X						X	X	
285	Senior Maint. Person: CCTV Truck	5						Hiring							50%									X		X	X	X		X	X	X		X		X							

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EXHIBIT A

2016 Hiring List

May 19, 2015

Fiscal Year 2016 (39 FTEs)

Ref	Additional Position for Consent Decree	Pay Grade	2016 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Funded	Consent Decree: Sewer System Assessments	Prior SSA Remedial Work	New SSA Remedial Work	Pump Stations and Force Main Evaluations	Pump Station Alternative Power	Pump Station and Force Main Improvements	Capacity Assessments and Hydraulic Model	Capacity Remedial Measures	CMOM Program Development	FOG Program	Root Control Program	Gravity Sewer Line Cleaning Program	Continuing SSA Program	Continuing Pump Station and Force Main Evaluation and Maintenance Program	Continuing Capacity Assurance Program	SSO Documentation and Reporting	SSO Emergency Response Program	Information Management System	Standard Operating Procedures	Private Service Line Defect Remediation	Comprehensive Training Program	Inventory Management System	WWTP Effluent Violation Abatement	Consent Decree Reopener	Storm Water Mitigation Program	Private Line SEP	Deliverables Submittal and Review	Annual Report	Efficiency Study
286	Equip. Operator 3: Jet Truck	5						Hiring							50%									X		X	X	X		X	X	X		X		X								
287	Maint. Person: Jet Truck	3						Hiring							50%									X		X	X	X		X	X	X		X		X								
288	Leadperson: Backhoe Crew	6						Hiring							50%	X	X	X	X		X		X	X		X	X	X	X	X	X	X	X	X	X	X	X				X	X	X	
289	Equip. Operator 2: Backhoe Crew	4						Hiring							50%	X	X	X	X		X		X	X		X	X	X	X	X		X		X		X								
290	Maint. Person: Backhoe Crew	3						Hiring							50%	X	X	X	X		X		X	X		X	X	X	X	X		X		X		X								
291	Maint. Person: Backhoe Crew	3						Hiring							50%	X	X	X	X		X		X	X		X	X	X	X	X		X		X		X								
292	Leadperson: Backhoe Crew	6						Hiring							50%	X	X	X	X		X		X	X		X	X	X	X	X	X	X	X	X	X	X	X				X	X	X	
293	Equip. Operator 2: Backhoe Crew	4						Hiring							50%	X	X	X	X		X		X	X		X	X	X	X	X		X		X		X								
294	Maint. Person: Backhoe Crew	3						Hiring							50%	X	X	X	X		X		X	X		X	X	X	X	X		X		X		X								
295	Maint. Person: Backhoe Crew	3						Hiring							50%	X	X	X	X		X		X	X		X	X	X	X	X		X		X		X								
39	Total additional positions for consent decree																																											

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EXHIBIT A

2017 Hiring List

May 19, 2015

Fiscal Year 2017 (8 FTEs)

Ref	Additional Position for Consent Decree	Pay Grade	2017												Consent Decree																										
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Funded	Sewer System Assessments	Prior SSA Remedial Work	New SSA Remedial Work	Pump Stations and Force Main Evaluations	Pump Station Alternative Power	Pump Station and Force Main Improvements	Capacity Assessments and Hydraulic Model	Capacity Remedial Measures	CMOM Program Development	FOG Program	Root Control Program	Gravity Sewer Line Cleaning Program	Continuing SSA Program	Continuing Pump Station and Force Main Evaluation and Maintenance Program	Continuing Capacity Assurance Program	SSO Documentation and Reporting	SSO Emergency Response Program	Information Management System	Standard Operating Procedures	Private Service Line Defect Remediation	Comprehensive Training Program	Inventory Management System	WWTP Effluent Violation Abatement	Consent Decree Reopener	Storm Water Mitigation Program	Private Line SEP	Deliverables Submittal and Review	Annual Report	Efficiency Study
49	Engineering Tech. 4: Sewer Projects	10	Hiring												92%			X			X		X	X		X		X	X	X	X		X	X		X				X	X	X
56	Constr. Inspector	9	Hiring												92%		X	X			X		X										X	X		X			X			X
57	Engineering Tech. 2: Field Surveying	8	Hiring												92%		X	X			X		X		X			X	X				X	X	X	X				X	X	X	X
139	FOG Inspector	8	Hiring												92%									X	X	X								X	X		X					X	X	X
140	FOG Inspector	8	Hiring												92%									X	X	X								X	X		X					X	X	X
162	Maint. Mechanic: Sewer Plants & Pumps	6	Hiring												92%						X		X	X					X	X	X	X	X	X		X	X	X			X	X	
275	Senior Maint. Person: Site Restoration & Fence Repair	5	Hiring												92%	X	X	X			X		X	X		X				X		X	X	X		X	X				X	X	
276	Maint. Person: Site Restoration & Fence Repair	3	Hiring												92%	X	X	X			X		X	X		X				X		X		X		X							
8	Total additional positions for consent decree																																									

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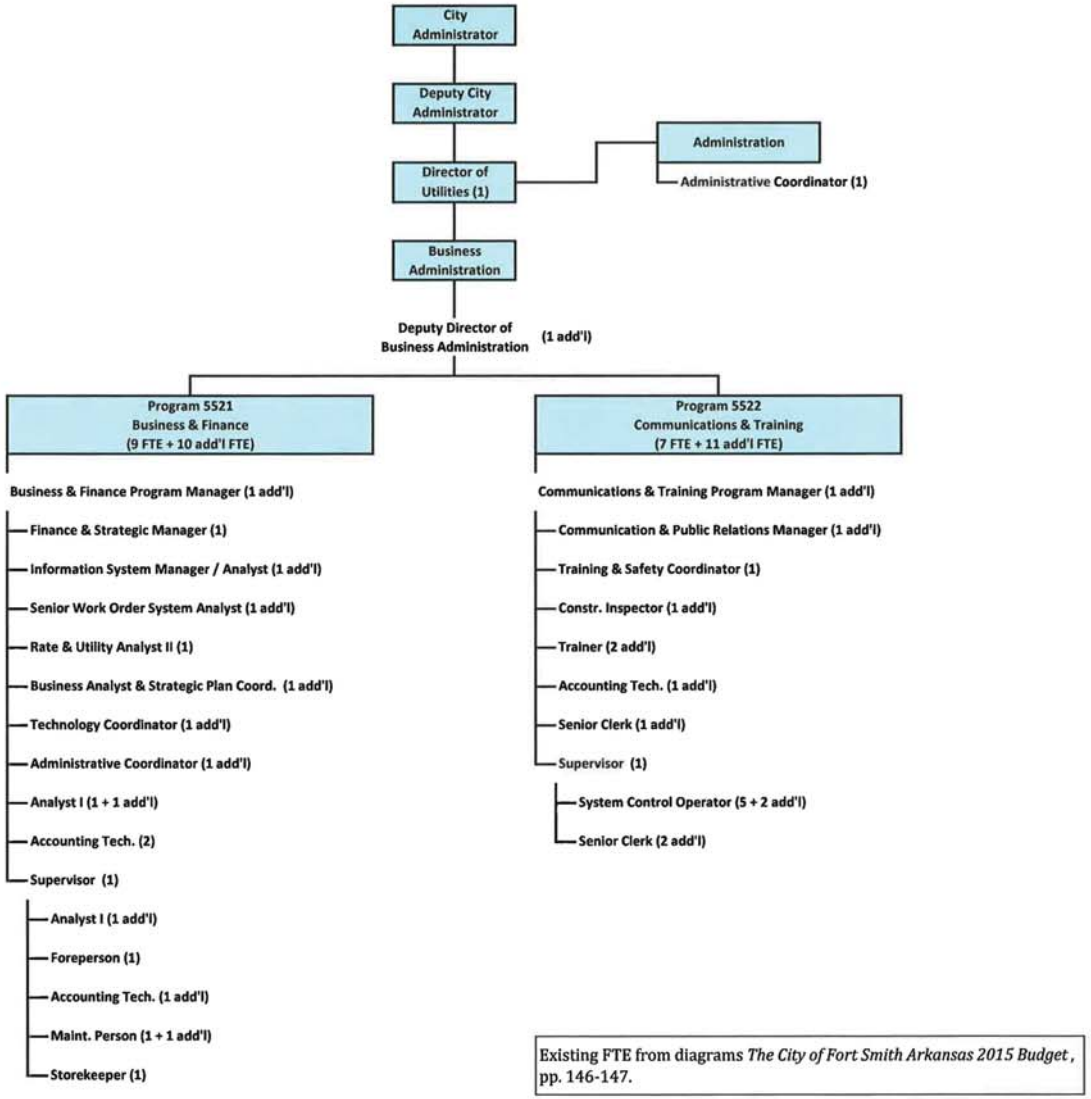
EXHIBIT A

Operation Services
Water and Sewer Budget Organization Chart
May 19, 2015



Existing FTE from diagrams *The City of Fort Smith Arkansas 2015 Budget*, pp. 146-147.

FTEOrgChart20150519

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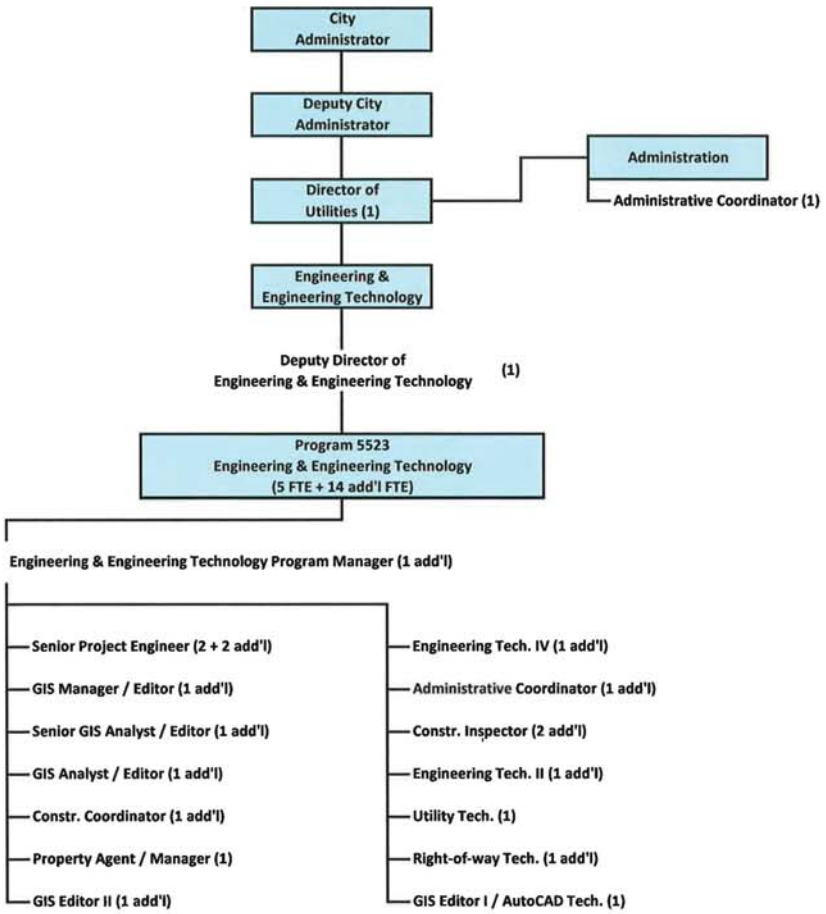
EXHIBIT A

Operation Services
Water and Sewer Budget Organization Chart
May 19, 2015



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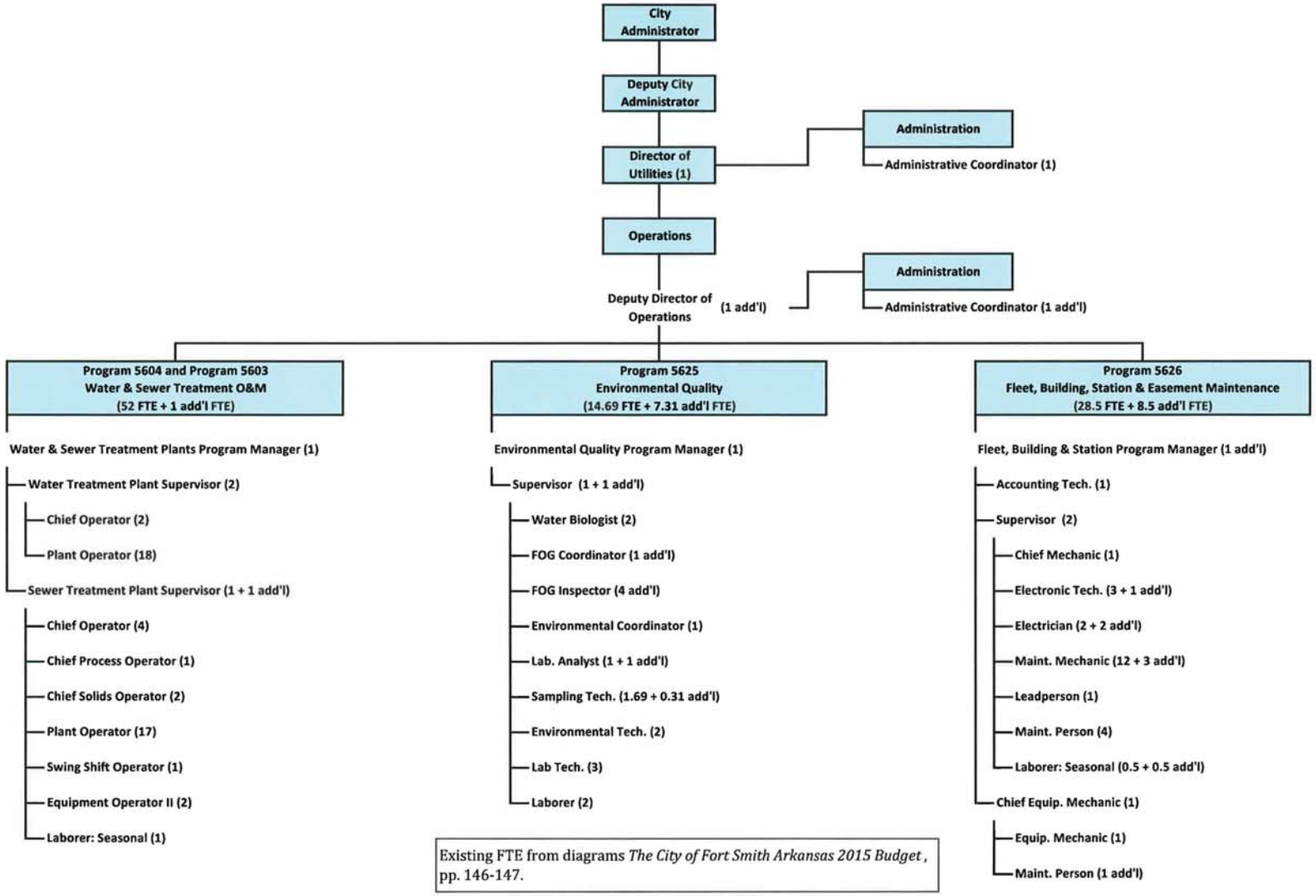
May 19, 2015



Existing FTE from diagrams *The City of Fort Smith Arkansas 2015 Budget*, pp. 146-147.

FTEOrgChart20150519

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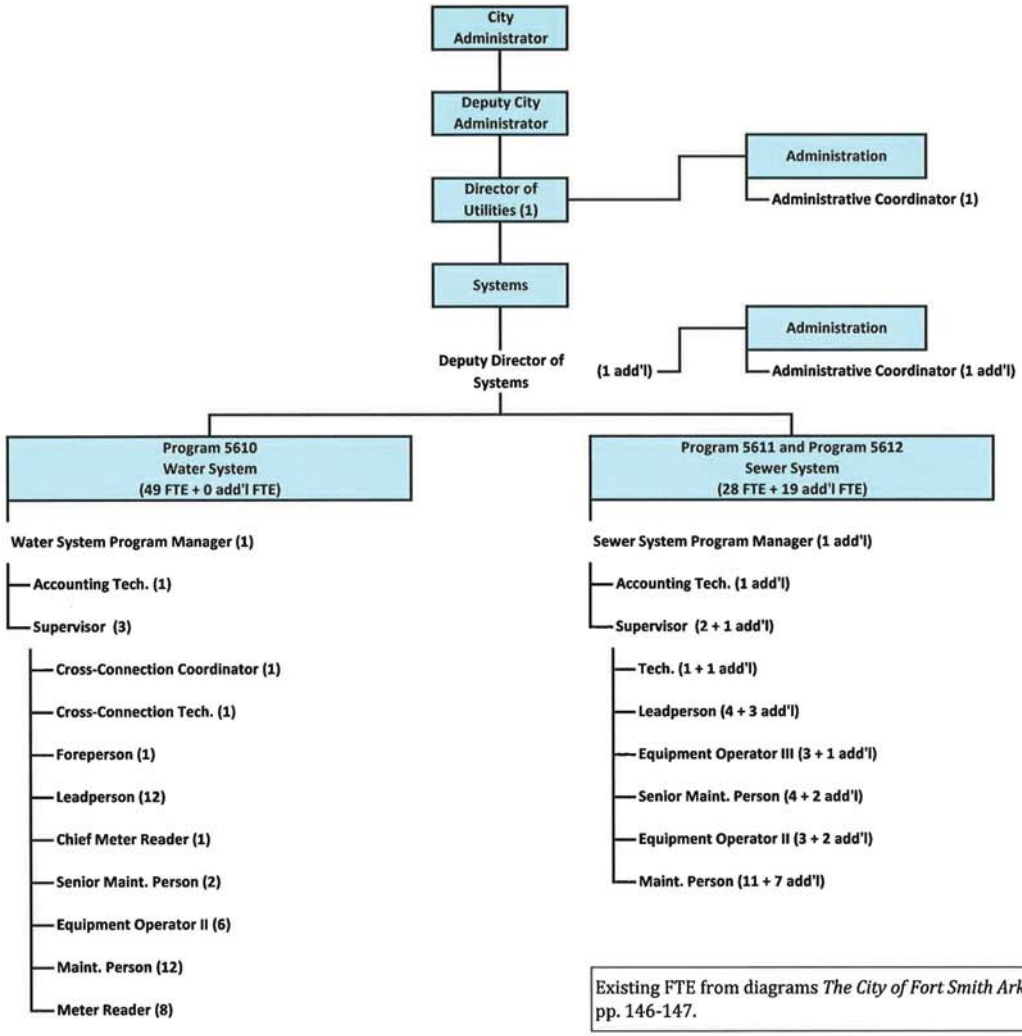
EXHIBIT A

Operation Services
Water and Sewer Budget Organization Chart
May 19, 2015



Existing FTE from diagrams *The City of Fort Smith Arkansas 2015 Budget*, pp. 146-147.

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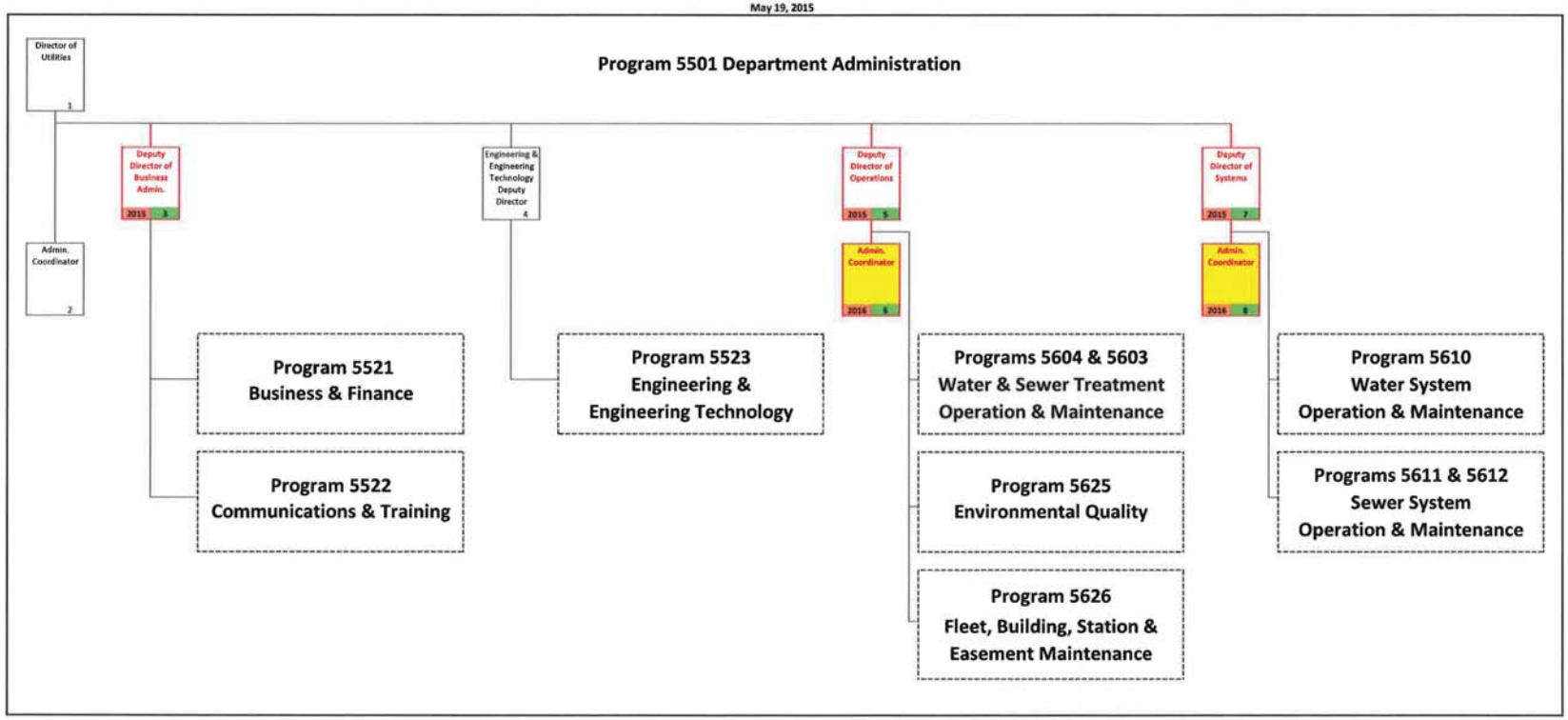
EXHIBIT A
Organizational Chart
May 19, 2015



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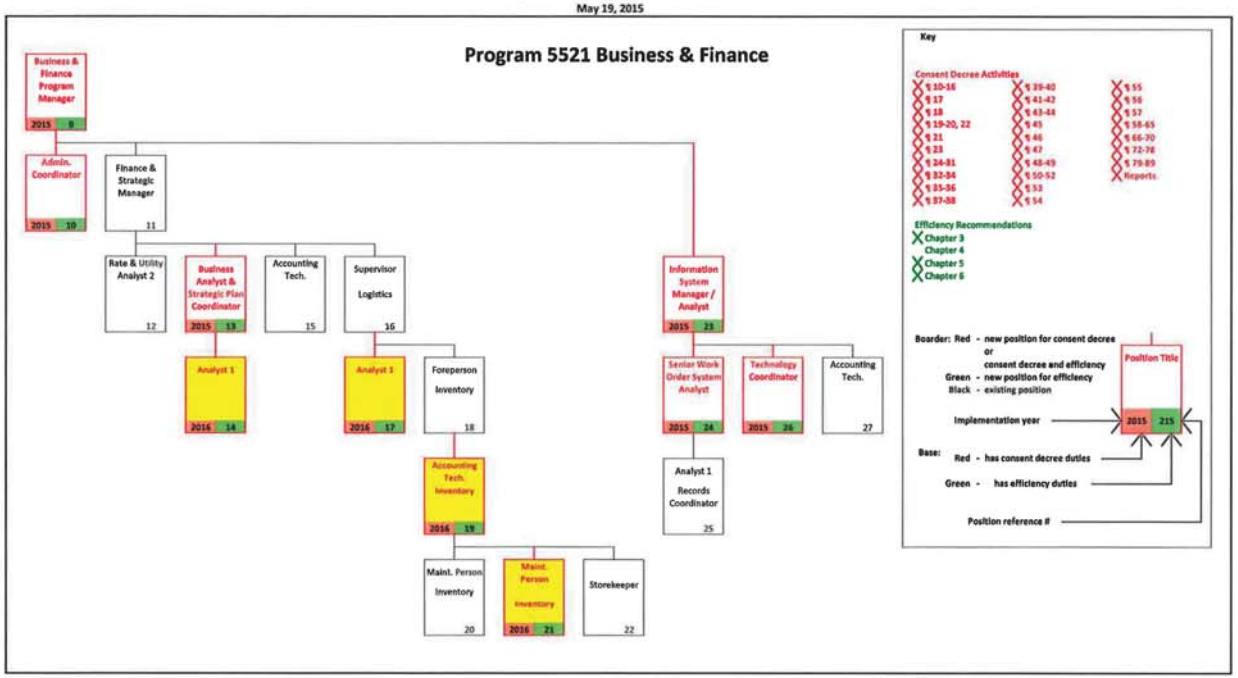
May 19, 2015



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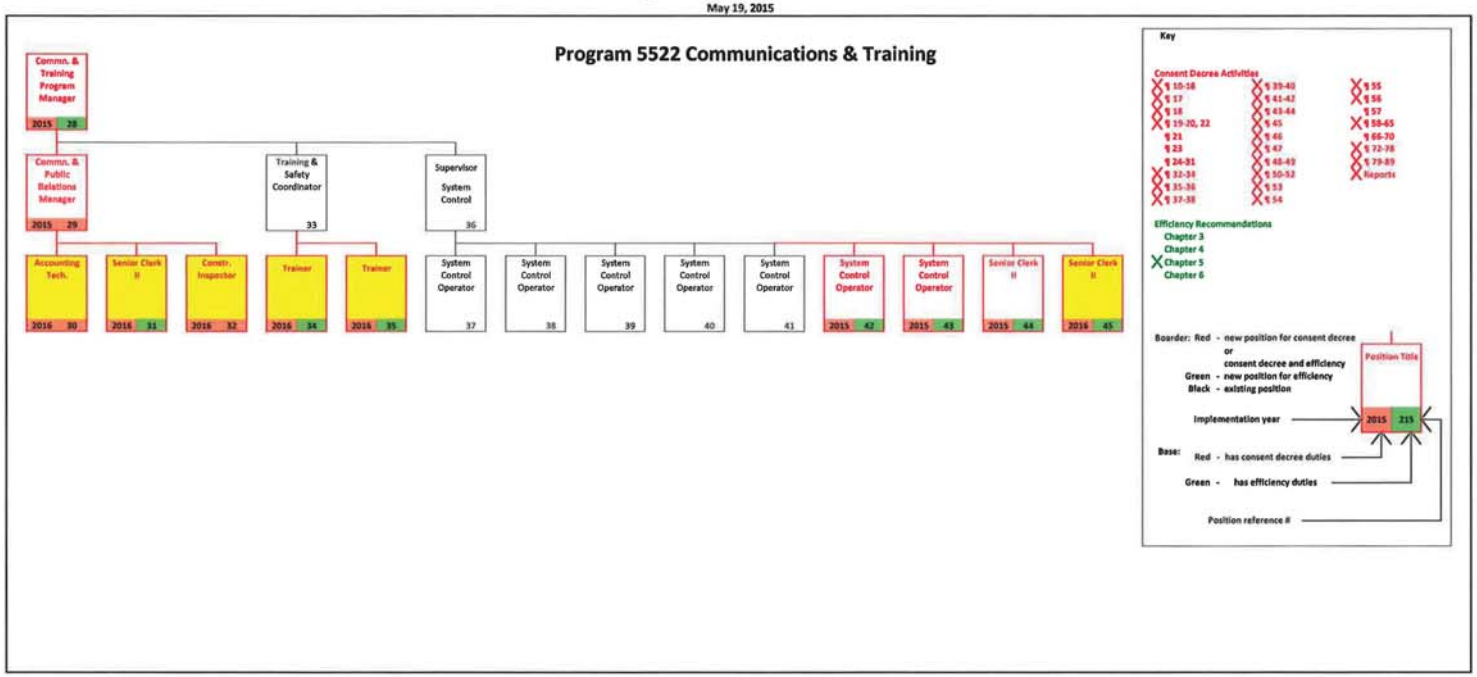

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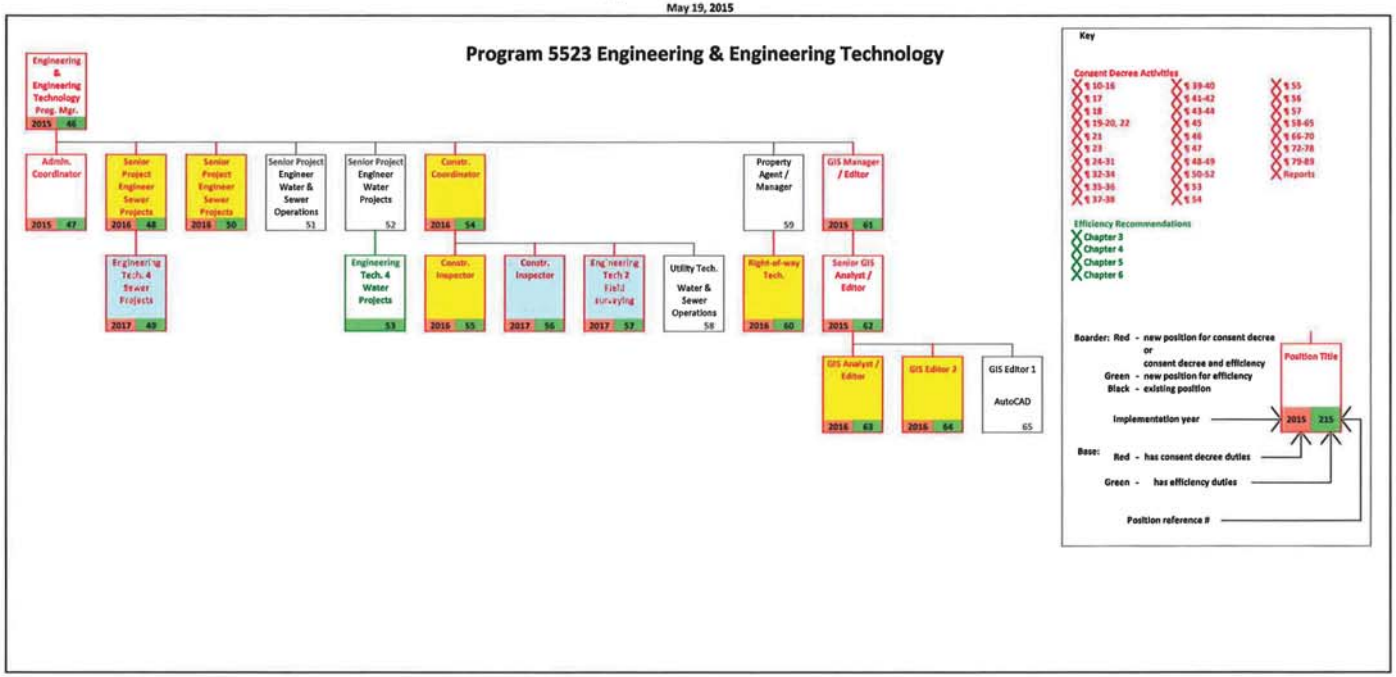

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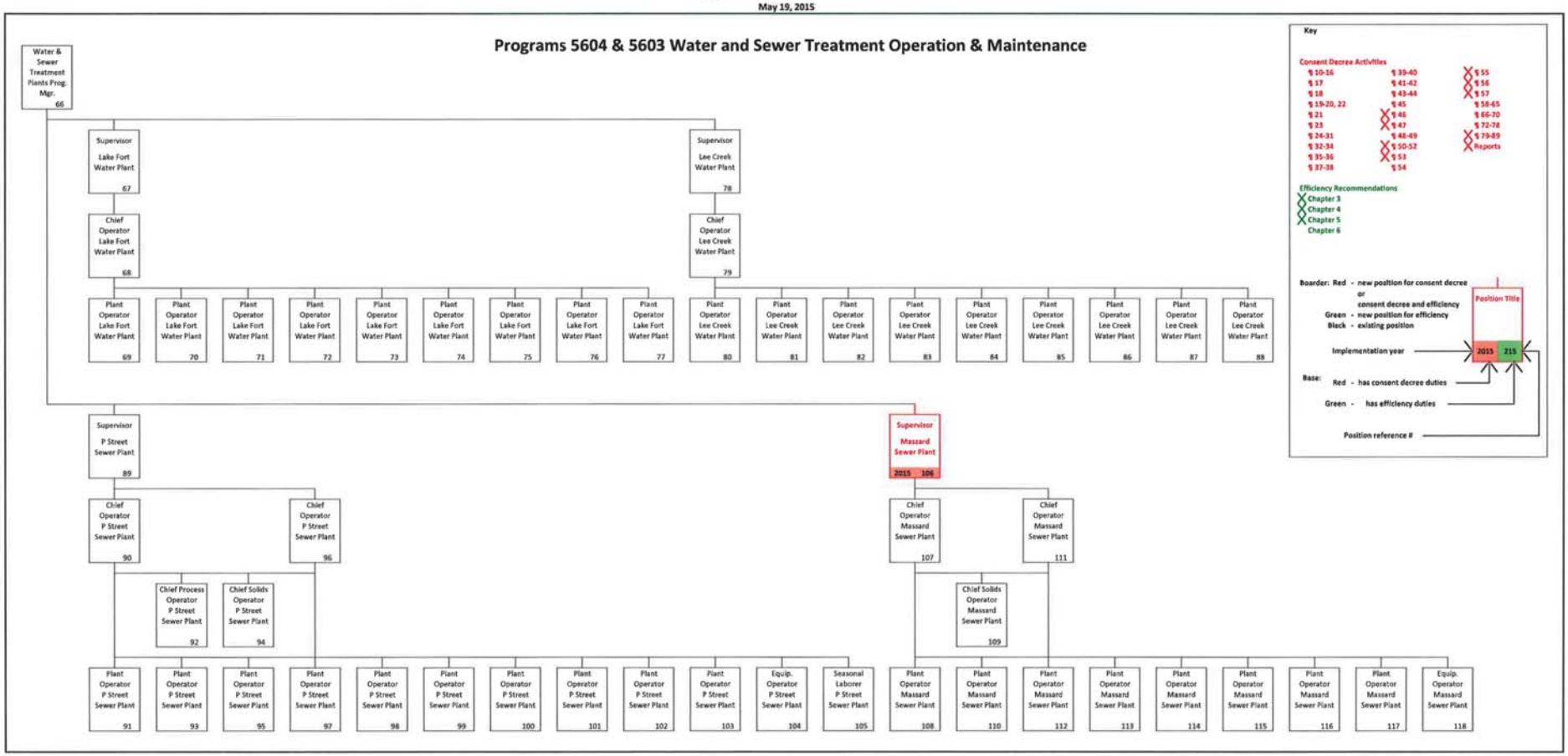
May 19, 2015



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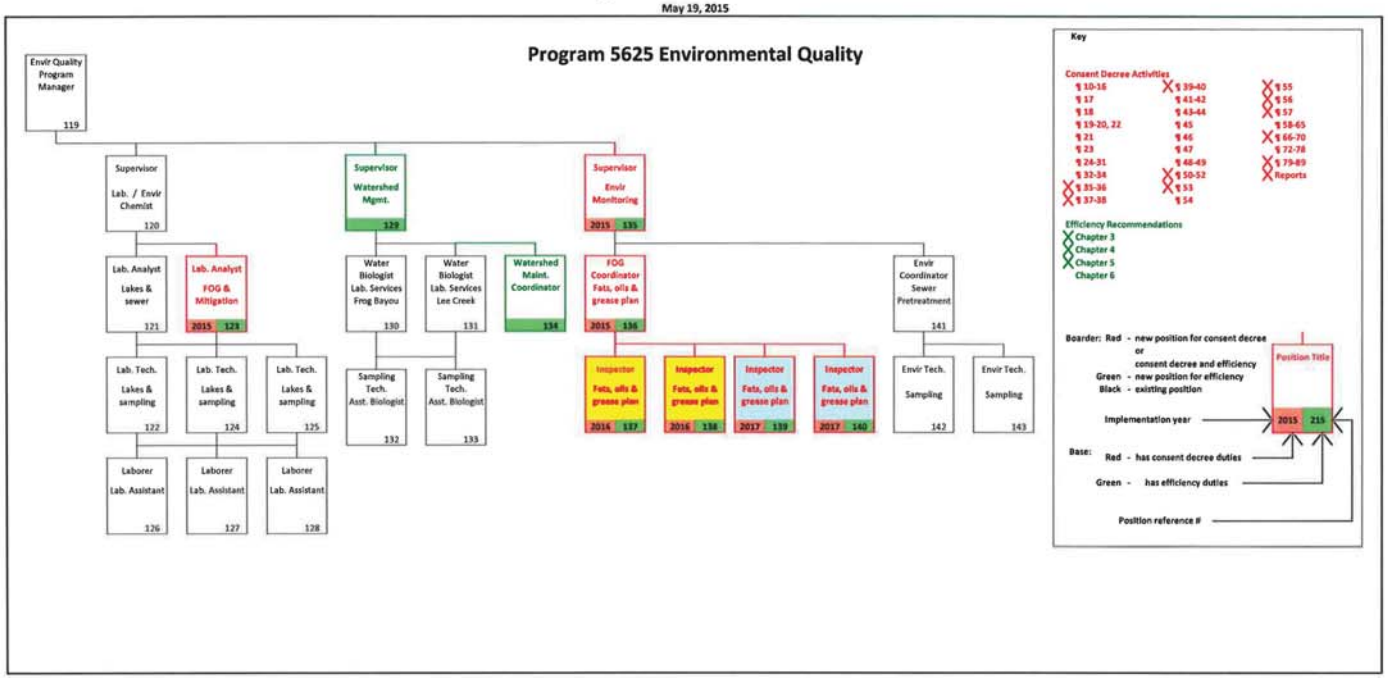

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EXHIBIT A
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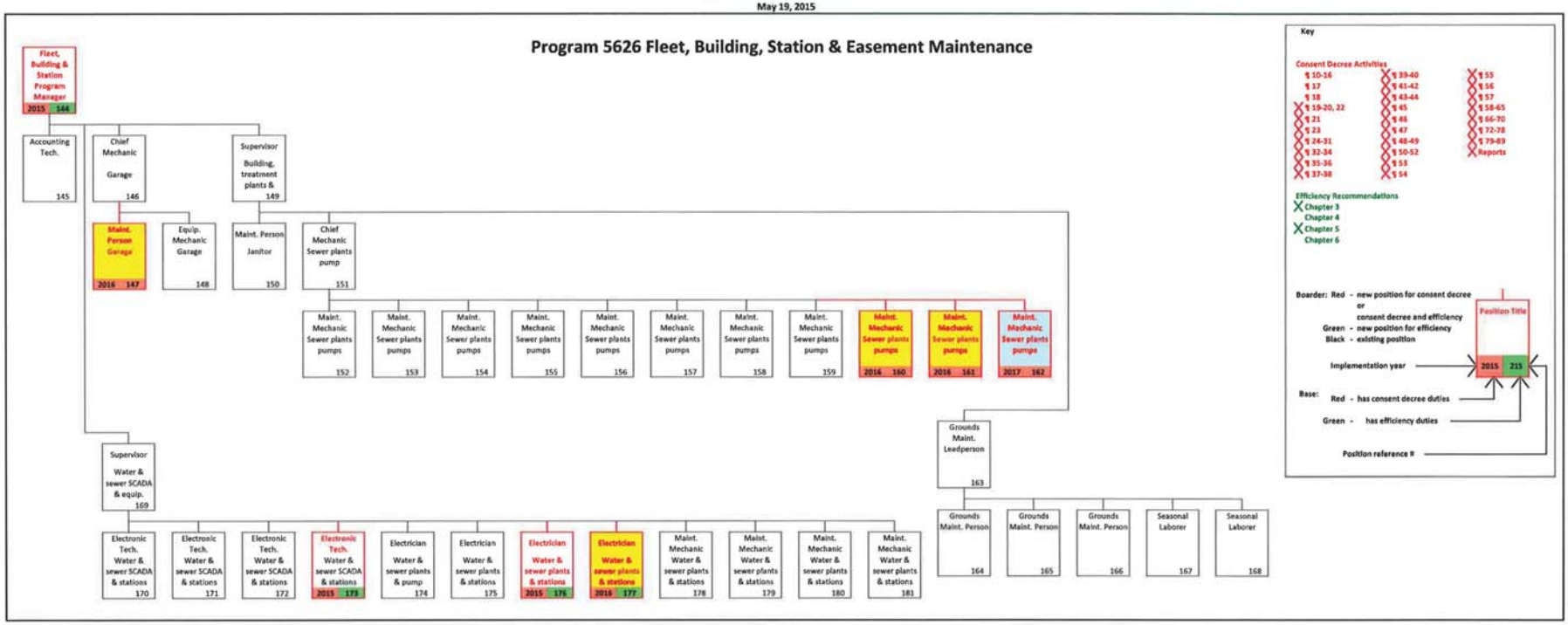

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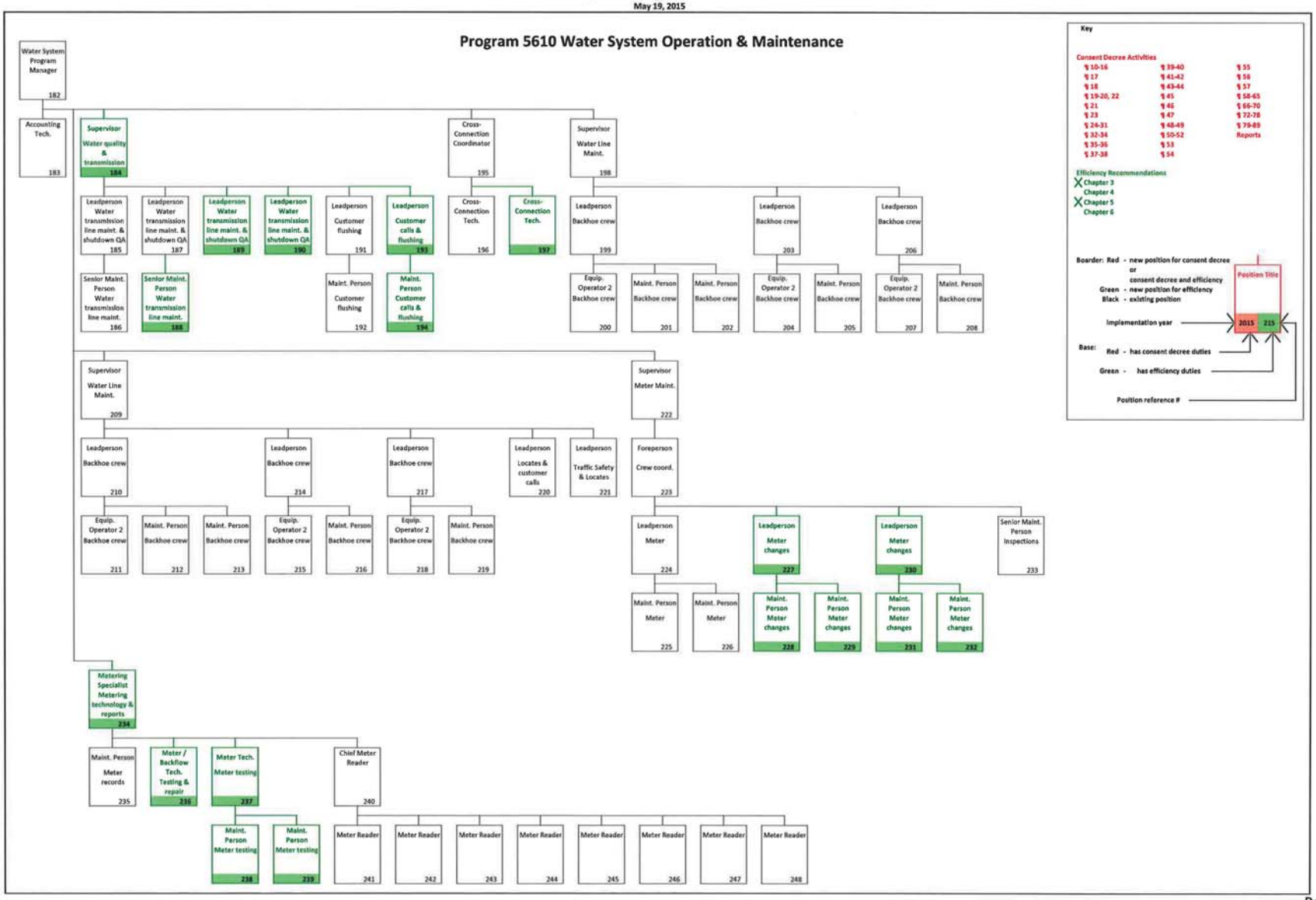

OrgChart20150519

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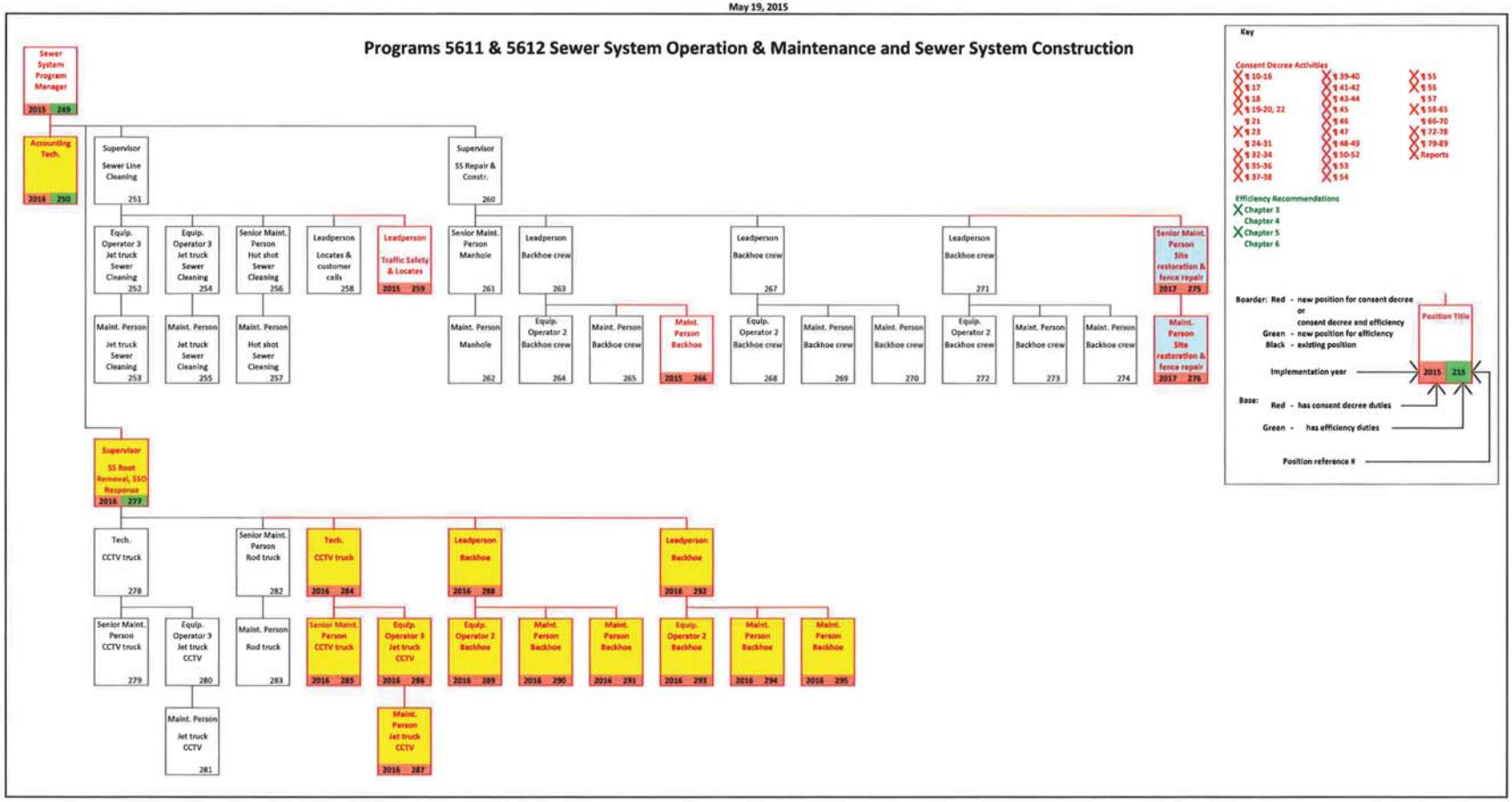
EXHIBIT A
Organizational Chart

May 19, 2015



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INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** May13, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Supplemental Staffing Plan Associated With Performance of Consent Decree

The various demands of the Consent Decree lodged on January 2 of this year will require, in addition to other things, supplemental staffing to meet the Consent Decree's stated objective of the city achieving and maintaining full compliance with the requirements of the Clean Water Act. The city's staffing levels for its wastewater utility functions following the release from its earlier Consent Decree in 1989 have not been adequate to meet that objective. The Environmental Protection Agency and Department of Justice identified the city's inadequate levels of operation and maintenance resources and management support as major considerations leading up to this latest enforcement action. This Consent Decree requires a significant enhancement of staffing resources in addition to the construction of system improvements.

Staff has utilized the Consent Decree, the Water and Sewer Operations Efficiency Study prepared by HDR Engineering in 2013, the Consent Decree Staffing Study prepared by Burns & McDonnell in 2015 and the Water Environment Research Foundation Benchmark profiles in preparing a supplemental staffing plan for the wastewater utility. The attached plan addresses the historical shortfalls leading up to this second Consent Decree, establishes an organizational structure and management capabilities to meet the objective and conditions of the Consent Decree and produces enhanced citizen service, all of which are essential components of the Consent Decree.

The attached supplemental staffing plan includes tables to show the hiring lists for Years 2015, 2016 and 2017 (Exhibit A - pages 1 through 4), the revised water and sewer organization chart in the format as it will appear in the 2016 budget (Exhibit A - pages 5 through 8) and a detailed organizational chart for each operations program (pages 9 through 17). The hiring list illustrates the following:

- Each position's relationship to Consent Decree activities and the Efficiency Study
- Hiring time frames by position
- Percentage of salary funding for the hiring year by position
- Position pay grades (coincides with similar position within the city wide organization)
- Position reference number (identifies position location on the organizational chart)
- The number of positions to be added for each hiring year

The supplemental staffing plan was updated with each iteration of the draft Consent Decree received during the negotiation period and reflects the insight from administration, city attorney, outside legal counsel, professional engineering consultants and utility department management. The supplemental staffing plan addresses the development of programs, functions and implementation of the Consent Decree's capacity, management, operations and maintenance (CMOM) requirements and essential components of the Consent Decree required for continued regulatory compliance as required during and after the 12-year term of the Consent Decree.

A space utilization study of the old library building confirmed that its first and second floors provide sufficient space to establish temporary offices for the employee positions listed in the supplemental staffing plan. The long-term facility planning relocates the street department functions to a new, separate facility with the existing facility on Kelley Highway modified to incorporate the new utility employee positions and functions there so that all department operations are at one location. This transition will take about three years. The office space conversion of the old library building could then serve other city departments to relieve the cramped housing in the Stephens Building and offset current lease expense.

A Resolution accepting the utility department supplemental staffing plan associated with the performance of the Consent Decree is attached for the Board's consideration and approval. Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

pc: Jeff Dingman

Comprehensive Plan Goal Supported By Wastewater Projects

· Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision. (FLU-1.4)

· 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-5.1)

· Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements. (TI-5.1.1)

· Ensure that utility and infrastructure systems can meet the city's long-term needs. (TI-5.2)

· Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern. (TI-5.2.1)

· Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects. (TI-5.2.4)

· Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth. (PFS-4.2)

RESOLUTION _____

**A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR THE CONSTRUCTION OF
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: Change Order No. 1 with Advanced Workzone Services, LLC for the 2014 Street Striping Replacement, Project No. 14-85-A, which increases the contract amount by $358.48 to an adjusted contract amount of $51,815.34, and which increases the contract time by 8 days, is hereby approved.

This resolution adopted this _____ day of May, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☐ No Publication Required

RESOLUTION _____

A RESOLUTION TO ACCEPT COMPLETION OF AND AUTHORIZE FINAL PAYMENT FOR THE CONSTRUCTION OF 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 City of Fort Smith hereby accepts the construction of the 2014 Street Striping Replacement, Project No. 14-85-A, as complete.

SECTION 2: Final payment in the amount of $51,815.34 to the contractor Advanced Workzone Services, LCC for the 2014 Street Striping Replacement, Project No. 14-85-A is authorized.

This resolution adopted this _____ day of May, 2015.

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: May 13, 2015

SUBJECT: 2014 Street Striping Replacement
Project No. 14-85-A

The above subject project consisted of the replacement of street striping at various locations as noted on the attached list. The total length of street striping was approximately 120,000 feet. A project summary sheet is also attached.

Change Order No. 1 in the amount of $358.48 (0.7%) is due to an overrun in the pavement marking removal which was required to eliminate a conflict with the existing striping. The project was substantially complete 8 days beyond the original contract completion date. The additional time beyond the contract completion date is due to weather delays.

Attached are Resolutions to approve Change Order No. 1 and to accept the project as complete and authorize final payment to the contractor. I recommend that the Resolutions be accepted by the Board of Directors at the next regular meeting.

Enclosures

EXHIBIT 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 I 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 I HILL DR	FROM	JENNY LIND RD	TO	HWY 253
5 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

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		ISLAND

86,796'

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'

City of Fort Smith

Project Status	Complete	Project Name:	2014 Street Striping Replacement
Today's Date:	5/14/2015	Project Number:	14-85-A
Staff contact name:	Stan Snodgrass	Consultant Engineer:	City of Fort Smith
Staff contact phone:	784-2225	Project Contractor:	Advanced Workzone Services, LLC
Contract time (no of days):	120		
Notice to proceed issued:	12/29/2014		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$51,456.86	9/9/2014	4/27/2015
Contract Revisions:			
1 Change Order #1 including Time Extension of 8 days	$358.48		5/5/2015
Adjusted contract amount	$51,815.34		
Payments to date (as negative):	$0.00		
Amount of this payment	$51,815.34		
Contract balance remaining	$0.00		
Retainage held	0%		
Final payment	$51,815.34		
Amount over original as a percentage	0.7%		

Final Comments:

Change Order No. 1 in the amount of $358.48 (0.7%) is due to an overrun in the pavement marking removal which was required to eliminate a conflict with the existing striping. The project was substantially complete 8 days beyond the original contract completion date. The additional time beyond the contract completion date is due to weather delays.

RESOLUTION _____

A RESOLUTION AUTHORIZING A TIME EXTENSION FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS PROJECT NO. 12-06-C1

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

SECTION 1: A time extension with Goodwin & Goodwin Inc., for the Drainage Improvements, Project 12-06-C1, which increases the contract time by 104 days, is hereby approved.

This resolution adopted this _____ day of May , 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____

☐ No Publication Required

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS
PROJECT NO. 12-06-C1

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the Drainage Improvements, Project 12-06-C1, as complete.

SECTION 2: Final Payment is hereby authorized in the amount of $6,178.99 to the contractor, Goodwin & Goodwin, Inc., for the Drainage Improvements, Project No. 12-06-C1 .

This resolution adopted this _____ day of May, 2015.

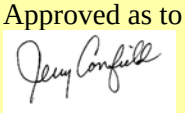
APPROVED:

_____
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: May 14, 2015

SUBJECT: Drainage Improvements
Project No. 12-06-C1

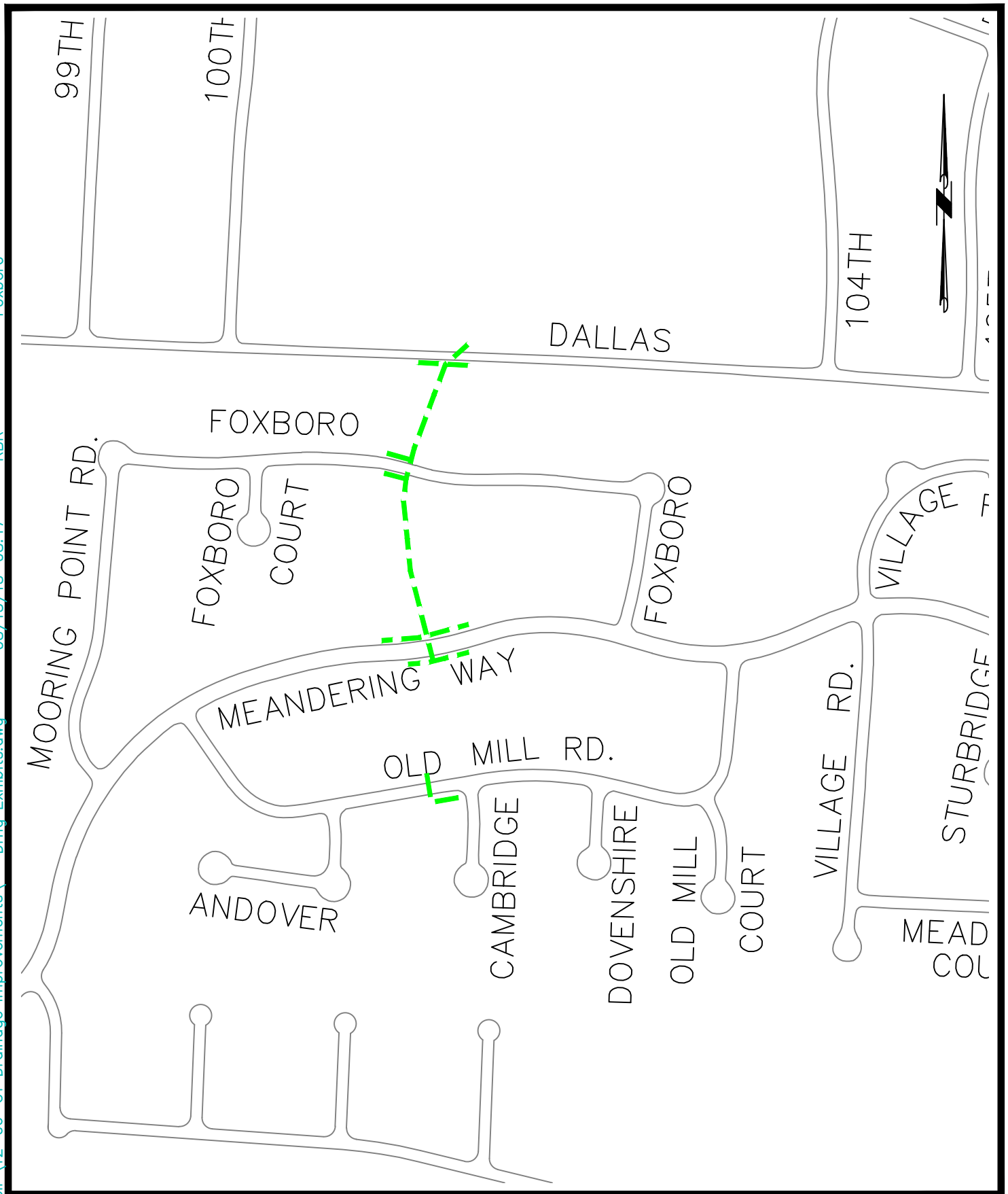
This project consisted of drainage improvements to reduce structure flooding that occurred during the heavy rains in spring 2011. The project included improvements in three areas: Foxboro Road / Meandering Way, Old Mill Road, and South 87th Drive / Canterbury Circle. The locations of the improvements are shown on the attached exhibits. A project summary sheet is also attached.

The project was substantially complete on July 25, 2014 which is 104 days beyond the April 12, 2014 contract completion date. The additional time beyond the contract completion date is due to weather delays, franchise utility relocations and design changes to accommodate property owners, unknown conflicts, grade issues, etc.

This project aligns with the goals of 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 are Resolutions to approve the time extension and to accept the project as complete and authorize final payment to the contractor. I recommend that these Resolutions be accepted by the Board at the next regular meeting.

Enclosures



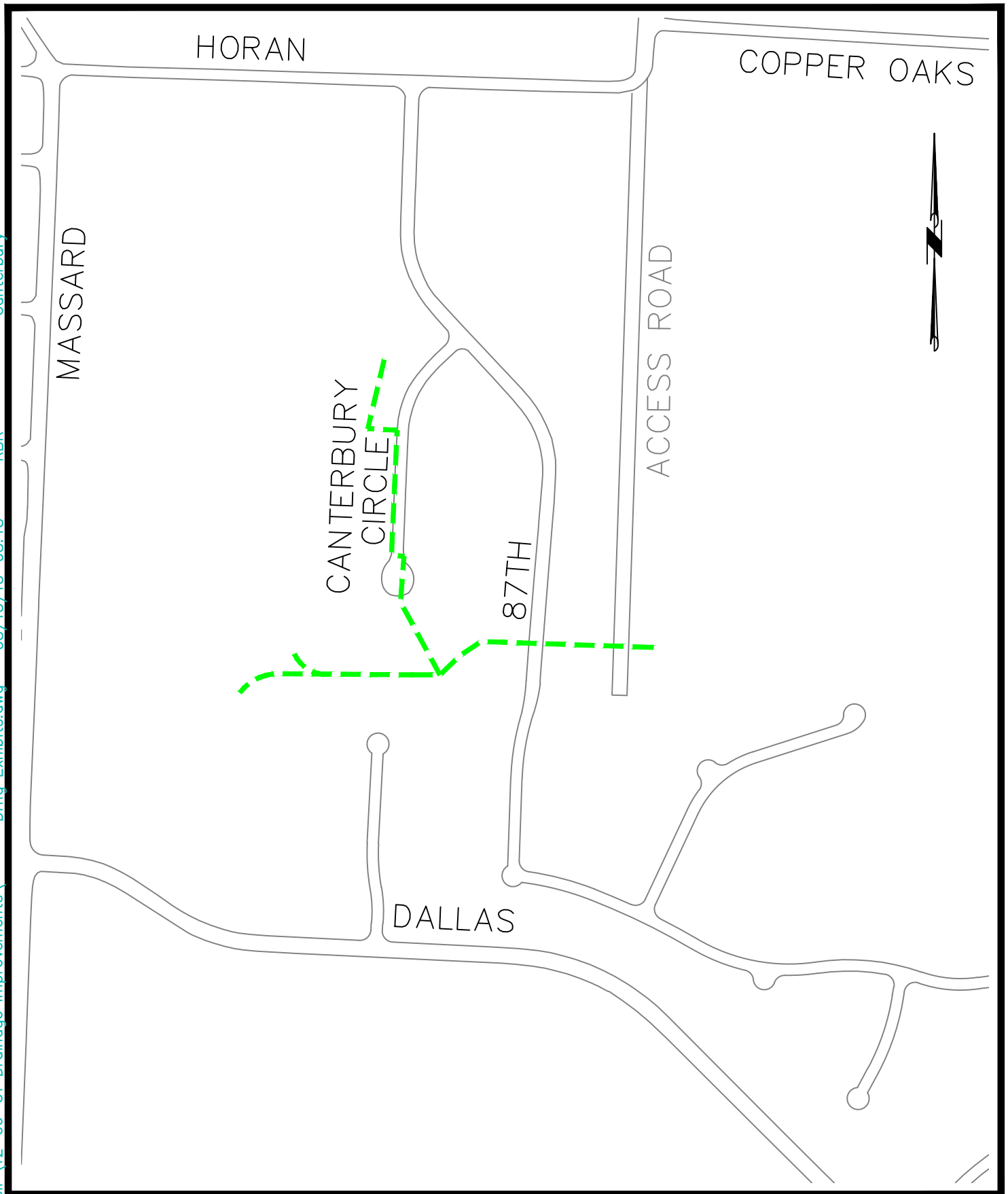
G:\DRAWINGS\CIP\12-06-C1 Drainage Improvements\ Drng Exhibits.dwg 08/15/13-08:17 RBR Foxboro

2012 CAPITAL IMPROVEMENTS PROGRAM

FOXBORO/MEANDERING WAY & OLD MILL DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	12-06-C1
Date:	AUG. 2013
Scale:	NONE
Drawn By:	RBR



G:\DRAWINGS\CIP\12-06-C1 Drainage Improvements\ Drng Exhibits.dwg 08/15/13-08:18 RBR Canterbury

2012 CAPITAL IMPROVEMENTS PROGRAM

SOUTH 87TH DR / CANTERBURY CIRCLE DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	12-06-C1
Date:	AUG. 2013
Scale:	NONE
Drawn By:	RBR

City of Fort Smith

Project Status	Complete	Project Name:	2012 Drainage Improvements
Today's Date:	5/14/2015	Project Number:	12-06-C1
Staff contact name:	Stan Snodgrass	Consultant Engineer:	Philip Leraris, P.E., L.S.
Staff contact phone:	784-2225	Project Contractor:	Goodwin & Goodwin
Contract time (no of days):	180		
Notice to proceed issued:	10/14/2013		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$1,279,124.00	8/13/2013	4/12/2014
Contract Revisions:			
1 Time Extension - 104 days			7/25/2014
2			
3			
Adjusted contract amount	$1,279,124.00		
Payments to date (as negative):	$1,229,618.57		
Amount of this payment	$6,178.99		
Contract balance remaining	$43,326.44		
Retainage held	0%		
Final payment	$6,178.99		
Amount under original as a percentage	3.4%		

Final Comments:

The project was substantially complete on July 25, 2014 which is 104 days beyond the April 12, 2014 contract completion date. The additional time beyond the contract completion date is due to weather delays, franchise utility relocations and design changes to accommodate property owners, unknown conflicts, grade issues, etc.

The concrete channel crossing South 87th Street was extended to the west to tie with future improvements on a proposed development. This additional work pushed the final completion of the project into April 2015.

RESOLUTION _____

A RESOLUTION TO ACCEPT THE BIDS AND AUTHORIZE CONTRACTS FOR THE CONSTRUCTION OF MCCLURE DRIVE EXTENSION/OFFICER'S CLUB ROAD EXTENSION PROJECT NO. 14-00-A UPON CONCURRENCE OF THE FORT CHAFFEE REDEVELOPMENT AUTHORITY

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

SECTION 1: Subject to concurrence of the Fort Chaffee Redevelopment Authority ("FCRA"), the bid of Forsgren, Inc., received May 12, 2015, for the construction of McClure Drive Extension/Officer's Club Road Extension, Project No. 14-00-A, in the amount of $2,625,977.25 is hereby accepted.

SECTION 2: The Mayor is authorized to execute a contract with Forsgren, Inc. subject to the terms set forth in Section 1 above. Following execution by the Mayor, the City Clerk and City Administrator are authorized to deliver the executed contract documents to the Contractor upon receipt of written verification that the governing body of the FCRA also approves the Contract.

SECTION 3: Subject to the concurrence of the FCRA, the bid of Data Testing, Inc., received May 5, 2015, for quality control testing services for the construction of McClure Drive Extension/Officer's Club Road Extension, Project No. 14-00-A, in the amount of $10,980.00 is hereby accepted.

SECTION 4: The Mayor is authorized to execute a contract with Data Testing, Inc., subject to the terms set forth in Section 3 above. Following execution by the Mayor, the City Clerk and City Administrator are authorized to deliver the executed contract documents to Data Testing, Inc. upon receipt of written verification that the governing body of the FCRA also approves the Contract.

SECTION 5: Payment for the City's share of the construction authorized by Section 1 and Section 3 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this _____ day of May , 2015.

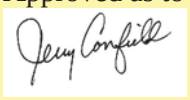
APPROVED:

_____
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: May 14, 2015

SUBJECT: McClure Drive Extension/Officer's Club Road Extension
Project No. 14-00-A

This project is for the construction of two streets to serve the new ArcBest corporate headquarters. One street is the extension of McClure Drive to connect to Wells Lake Road. The other street, R.A. Young, Jr. Drive, will extend west from Wells Lake Road adjacent to the old Officer's Club. Exhibit "A" is attached which shows the ArcBest development and the two proposed streets. The combined length of the two streets is approximately 3,900 feet and the cost will be split equally between the Fort Chaffee Redevelopment Authority (FCRA) and the City.

Construction plans and specifications were prepared by Mickle, Wagner, Coleman Inc. of Fort Smith. An advertisement was published and bids were received on May 12, 2015. Seven contractors requested plans and specifications and four bids were received which are summarized as follows:

CONTRACTOR	AMOUNT	CONTRACTOR	AMOUNT
1. Forsgren, Inc. Fort Smith, AR	$2,625,977.25	3. Goodwin & Goodwin Fort Smith, AR	$3,415,320.00
2. Township Builders Inc. Little Rock, AR	$3,219,658.00	4. Steve Beam Construction Fort Smith, AR	$3,703,675.00
Engineers Estimate	$3,000,000.00		

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 June 8, 2015. Based on the contract duration of 360 days, the estimated completion date would be June 1, 2016.

Also, three bids were received on May 5, 2015, for project quality assurance testing. They are summarized as follows:

TESTING FIRM	**AMOUNT**
Data Testing, Inc. Fort Smith, AR	$10,980.00
Ark-Con Testing Service, Inc. Van Buren, AR	$11,280.00
GTS, Inc Van Buren, Inc	$32,840.00

I recommend that the quality assurance testing contract be awarded to Data Testing, Inc.

This project aligns with the goals of 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) and ED-6.1 (Ensure that economic development objectives are included in the evaluation of all future City infrastructure projects, including parks and recreation facilities).

Attached is a Resolution to accomplish the above two recommendations. I recommend that the Resolution be adopted by the Board of Directors at the next regular meeting. Funds for the City's share of the construction and testing are available in the Sales Tax Program (1105).

Enclosures

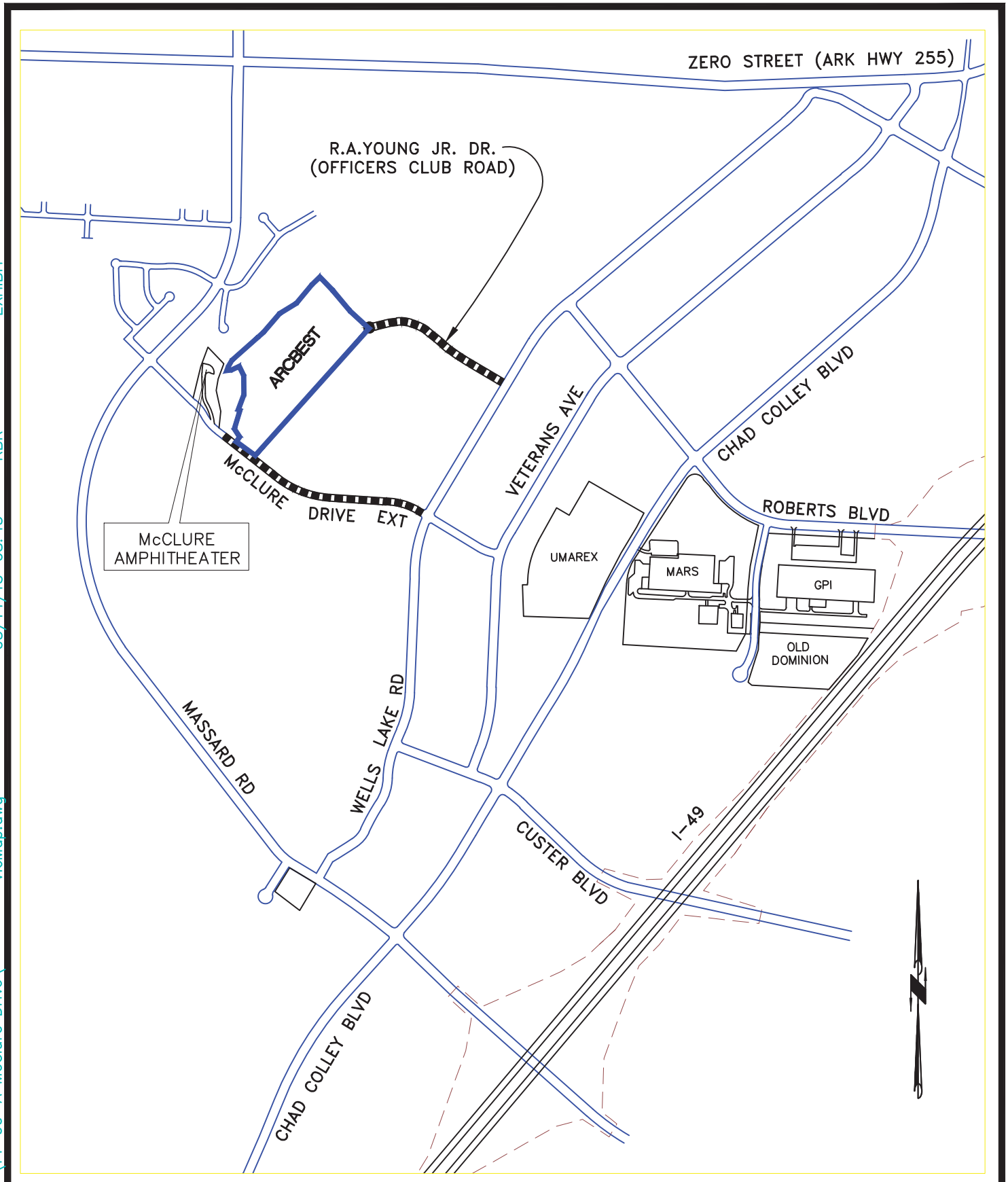


EXHIBIT "A"
CITY/FCRA PUBLIC STREET CONSTRUCTION
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	14-00-A
Date:	MAY 2015
Scale:	NONE
Drawn By:	RBR

G:\DRAWINGS\CIP\14-00-A McClure Drive\ VicMap.dwg 05/14/15-08:43 RBR EXHIBIT

RESOLUTION _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR A NON-EXCLUSIVE PETROLEUM PRODUCTS PIPELINE PERMIT WITH MAGELLAN PIPELINE COMPANY, L.P.

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

The Mayor is authorized to execute the attached Agreement for a Non-Exclusive Petroleum Products Pipeline Permit with Magellan Pipeline Company, L.P. A copy of said Agreement has been on file with the City Clerk's office for one (1) week prior to passage.

This resolution adopted this _____ day of May, 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: May 14, 2015

SUBJECT: Agreement for Petroleum Products Pipeline Permit with Magellan Pipeline Company, L.P.

Magellan Pipeline Company is extending a petroleum products pipeline from its Fort Smith facility to Little Rock, Arkansas. A letter from Magellan is attached which provides more detail on the project. An exhibit showing the overall proposed route of the pipeline is also attached and enlarged aerial photograph plan sheets of the route within the City can be found in Exhibit "B" of the agreement. Approximately 6 miles of the pipeline will be located within our City limits.

The 12" pipeline will cross eight City streets. All of the City street crossings will be installed by means of boring under the street in lieu of open cutting the street. The depth of the pipeline will be 10 feet minimum on the major street crossings and 5 feet minimum on the minor street crossings (Ball Road and Veterans Avenue). The proposed petroleum products pipeline route has been reviewed by the City and franchise utility companies.

The attorneys for Magellan and Jerry Canfield have developed the attached agreement that would be appropriate for this project. The agreement requires a $1.0 million dollar performance bond to cover any potential damage to the City utility/drainage or road facilities. The permit has an initial 10 year term with two successive five year periods and requires an annual fee of $3,000.

A resolution authorizing the Mayor to execute the agreement is attached.

Should you have any questions please contact me.

Enclosures

MAGELLAN
MIDSTREAM PARTNERS, L.P.

May 1, 2015

Mr. Stan Snodgrass
Director of Engineering
City of Ft. Smith
623 Garrison Ave. Room 409
Fort Smith, AR 72901

Dear Mr. Snodgrass:

Magellan Midstream Partners previously announced a project to extend of our refined petroleum products (various grades of gasoline, diesel and jet fuel) pipeline from Ft. Smith, AR. to Little Rock, AR. The project is on schedule and we are in the process of acquiring easements and permits at this time. The extension of our pipeline will provide multiple policy benefits to the state of Arkansas and its residents.

In mid 2013, a third party pipeline company discontinued serving central Arkansas with diesel fuel via their pipeline originating in the Gulf Coast. This created a shortfall of diesel fuel in central Arkansas which has since been supplied by trucking diesel and jet fuel into the Little Rock area from Shreveport, Memphis and Ft. Smith. As a result, truck traffic on I-40 has dramatically increased. Once the Magellan pipeline is operational and can supply up to 75,000 barrels per day of gasoline, diesel and jet fuel into Little Rock, we expect to see a reduction in truck traffic traveling into the central region of the state from other origins. This will reduce road congestion and provide environmental benefits by reducing exhaust emissions, in addition to increasing the security and safety of the product delivery.

Currently, petroleum terminals in central Arkansas are supplied by refiners on the Gulf Coast and one refinery in the southern region of the state. Magellan's pipeline system is supplied by refiners on the Gulf Coast and also Mid-continent refiners in Oklahoma and Kansas. The connection to these Mid-Continent refineries via Magellan's pipeline system into central Arkansas is significant by providing (1) security of supply and (2) potential price benefits for motorists in the central region of the state.

Magellan owns and operates two petroleum terminals in Little Rock which will be supplied via the new pipeline system. We are also planning to connect the new system to multiple third party petroleum terminals in Little Rock area, the Union Pacific Railroad Depot and we are exploring a direct pipeline connection to supply the Little Rock Air Force Base.

While under construction, we will be creating nearly a thousand indirect jobs and adding long term tax benefits to the counties along the pipeline route.

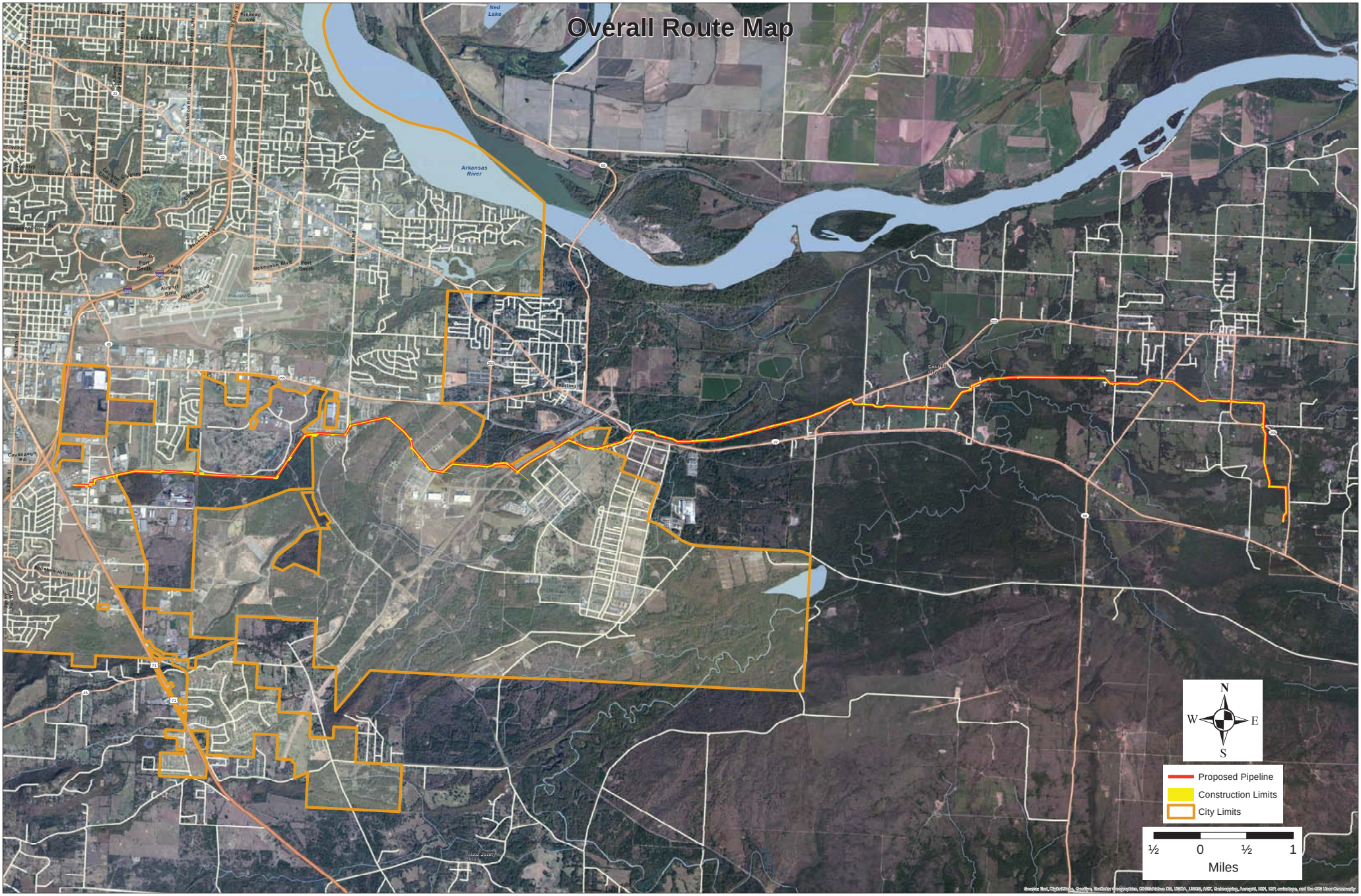
Thank you in advance for your support of this important project.

Sincerely,

Steve Horn

811 Know what's below. Call before you dig.

Magellan Midstream Partners, L.P., One Williams Center, MD OTC-9, Tulsa, Oklahoma 74172
Direct Dial (918) 574 - 7939 Cell (918) 200 - 3812 Facsimile (918) 574 - 7255


Overall Route Map
Arkansas River
Ned Lake
Fort Smith
Airport Blvd
Mckennon Blvd
Barling
Cavanaugh Rd
N
W
E
S
Proposed Pipeline
Construction Limits
City Limits
½
0
½
1
Miles

AGREEMENT FOR NON-EXCLUSIVE PETROLEUM
PRODUCTS PIPELINE PERMIT

This Agreement is entered into this _____ day of _____, 2015, between the City of Fort Smith, Arkansas ("the City"), a municipal corporation duly organized pursuant to the laws of the State of Arkansas, and Magellan Pipeline Company, L.P. (the Permittee"), a Delaware limited partnership authorized to do business in the State of Arkansas.

WITNESSETH

WHEREAS, Permitee has requested a non-exclusive permit to use specified public rights-of-way, including streets and public utility easements, hereinafter referred to as the "public rights-of-way," to construct, maintain, operate, inspect, repair, and replace (collectively, "operate" or "operation") a petroleum products pipeline to connect existing, but now separated facilities; and,

WHEREAS, the parties recognize the operation of a petroleum products pipeline is beneficial to the securing or developing of industry consistent with the authorization of Ark. Code Ann. § 14-164-205 (Repl. 1998);

WHEREAS, The City recognizes the operation of the proposed petroleum products pipeline can and will be accomplished consistent with the City's and the public's interests in public rights-of-way; and

WHEREAS, the City intends to exercise the full scope of its municipal powers, including its rights to control the subject public rights-of-way, police power and contracting authority, to promote public interests and to protect the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS SET FORTH BELOW, THE PARTIES DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

Section 1. (a) Subject to the provision of this Agreement, Permitee, for itself and its successors and assigns, is hereby granted and issued a non-exclusive permit ("permit") to construct, maintain, operate, inspect, repair, replace and remove one (1) twelve inch (12") diameter pipeline for the transportation of gas, oil, and/or petroleum products in the City public rights-of-way at the eight (8) locations specified in Exhibit "A" hereto according to the proposed construction plans specified in Exhibit "B" attached hereto and according to the Magellan Agreement Construction Conditions as attached as Exhibit "C" (the "Project").

(b) It is agreed by the parties that this permit shall have a limited term commencing on _____, 2015, and shall expire on _____, 2025, Thereafter, the Agreement shall automatically renew for two (2) successive five (5) year periods unless Permittee gives the City at least 120 days written notice to terminate at the end of the current term or unless the easement and permit is earlier terminated by abandonment or due to breach by the Permitee. Following expiration of the initial term and the two (2) successive five (5) year periods, Permitee shall have the right to request an extension from the City for an additional ten (10) year term, with comparable renewal periods.

(c) The failure of the Permitee to meet any of the terms of this Agreement shall constitute cause for termination of the easement and permit by the City provided that City first provides notice reasonably detailing Permitee's claimed breach and Permitee thereafter fails to cure any such actual breach in a timely and commercially reasonable manner. Any termination will be declared in writing by the City Administrator and shall be subject to due process review by the Board of Directors.

(d) This permit is nonexclusive and nothing in this Agreement shall limit or otherwise impact the rights of the City in the public rights-of-way, including without limitation its right to

enter into easement, permit, contract or franchise agreements with other parties provided that the terms of such other easements, permits, contracts or franchises do not unreasonably compromise the safe operation of Permitees's easement and permit rights hereunder.

Section 2. (a) All work involved in the construction, operation, maintenance, repair, inspection, replacement and removal of the petroleum products pipeline shall be performed by the Permitee in a manner and using material in accordance with the City standards as determined by the City Administrator and in conformance with relevant provisions of Title 49 of the Code of Federal Regulations and other Department of Transportation standards as applicable. Permitee shall bore all streets to be crossed pursuant to this Permit.

(b) The construction of the Project will be completed by the Permitee within twelve (12) months from the date of the first construction activity on any one of the Fort Smith locations (the "Completion Date"), subject to reasonable extensions due to City directed stoppages, abnormal weather, labor disputes, fire or storm, and unusual delays in delivery of materials, as determined by agreement of the parties or by judicial determination. In addition, the City Administrator may grant, in his discretion, which shall not be unreasonably withheld, additional extensions of time for unavoidable casualties or other causes beyond the control of Magellan or its contractors. Failure to complete the Project by the completion date will result in the assessment of liquidated damages in the sum of $1,000.00 per day, payable by Permitee in lieu of any termination of this easement and permit, any and all of which such termination rights for delay shall be deemed waived by City upon such payments.

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

Section 3. Except as provided in Section 10 below, the City shall have no responsibility for the protection of the petroleum products pipeline, nor shall the City have responsibility for the maintenance of the petroleum products pipeline. If the same is damaged so as to be inoperable in any manner, it shall be at Permitee's sole discretion, repaired, removed or abandoned by Permitee, at Permitee's sole cost and expense and in a manner meeting with the approval of the City Administrator and in conformance with Title 49 of the Code of Federal Regulations.

Section 4. Permittee shall hold the City harmless from and indemnify the City from all expenses, losses, costs, causes of action and judgments, including legal fees and expenses, (a) arising from the operation of the petroleum products pipeline or (b) resulting from any spill or explosion of product from said petroleum products pipeline.

Section 5. Permitee shall be member of and shall conform to the requirements of the Arkansas One Call system for all purposes including field locations of utilities prior to placement of the petroleum product pipeline and any maintenance or repair work thereto.

Section 6. Permitee shall place a $1,000,000.00 performance bond with the City to cover the cost of repairs or other incidental costs to the City associated with service interruption to the City's utility facilities or road facilities resulting from the initial installation of the petroleum products pipeline by Permitee. The performance bond shall cover the period of installation of the petroleum products pipeline. The bond shall be secured by a corporate surety. A similar bond shall be required for subsequent construction projects utilizing the subject public rights-of-way.

Section 7. Permitee shall procure and maintain in effect during the term of this Agreement the following insurance policies with reference to Permittee's operation of the

petroleum products pipeline within Fort Smith: Commercial General Liability insurance, including Pollution Liability Insurance (with policy limits of not less than $2 million),Automobile Liability Insurance (with policy limits of not less than $1 million), and Worker's Compensation Insurance (with policy limits as required by Arkansas law).

Section 8. (a) The Permitee shall pay to the City as compensation for the permit granted hereby the amount of $3,000 for each year or part thereof this Agreement is in effect, subject to annual adjustment based on the consumer price index. The City shall notify Permitee at least 60 days prior to any upward adjustment to the compensation amount stated herein.

(b) The compensation for the initial annual period shall be paid to the City at the time of execution of this Agreement. Thereafter, the annual compensation shall be due by the tenth day of each subsequent annual period.

Section 9. The Permitee shall, at its expense, protect, support, temporarily disconnect, relocate or remove from the subject public rights-of-way any property of the Permitee when required by the City by reason of traffic conditions, public safety, street vacation, street construction, a change or establishment of street grade, installation or construction of sewers, drains, water pipes, or any other type of structures or improvements by the City; but, the Permitee shall have the right of abandonment of its property, subject to prior written approval of the City Administrator. If federal or state funds are available at no expense to the City (including actual cost or the cost of a pro-rata obligation of the City where a project is funded partially by the State or federal funds and partially by the City funds) for the purpose of defraying the costs to any utility company operating facilities similar to the petroleum products pipeline, such funds shall also be made available to the Permitee if the federal or state regulations allow.

Section 10. Neither the City nor its officers, employees, agents, attorneys, consultants

or independent contractors shall have any liability to the Permitee as a result of any disruption or damage to the Permitee's pipeline that occurs as a result of, or in connection with, any breaking through, movement, removal, alteration, or relocation of any part of the pipeline by or on behalf of the Permitee or the City in connection with construction, relocation, improvement to, or alteration of any City structure, street or utility facility; except, however, the City shall reasonably attempt to avoid any damage to the Permitee's pipeline and shall notify Arkansas One Call prior to beginning work.

Section 11. Any notice of communication required in the administration of this Agreement shall be sent by any method that ensures overnight delivery and shall be addressed as follows:

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

Notice to the Permitee will be sent to:

Magellan Pipeline Company, L.P.
Real Estate Services
P.O. Box 22186
Tulsa, OK 74172

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

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

CITY OF FORT SMITH, ARKANSAS

GP, LLC

By:_____

Name:_____

Title:_____

Date:_____

ATTEST:

_____

Date:_____

Magellan Pipeline Company, L.P.
By Its General Partner, Magellan Pipeline

By:

Name: Bryan Young

Title: Supervisor Real Estate Services

Date: May 8, 2015

ATTEST:

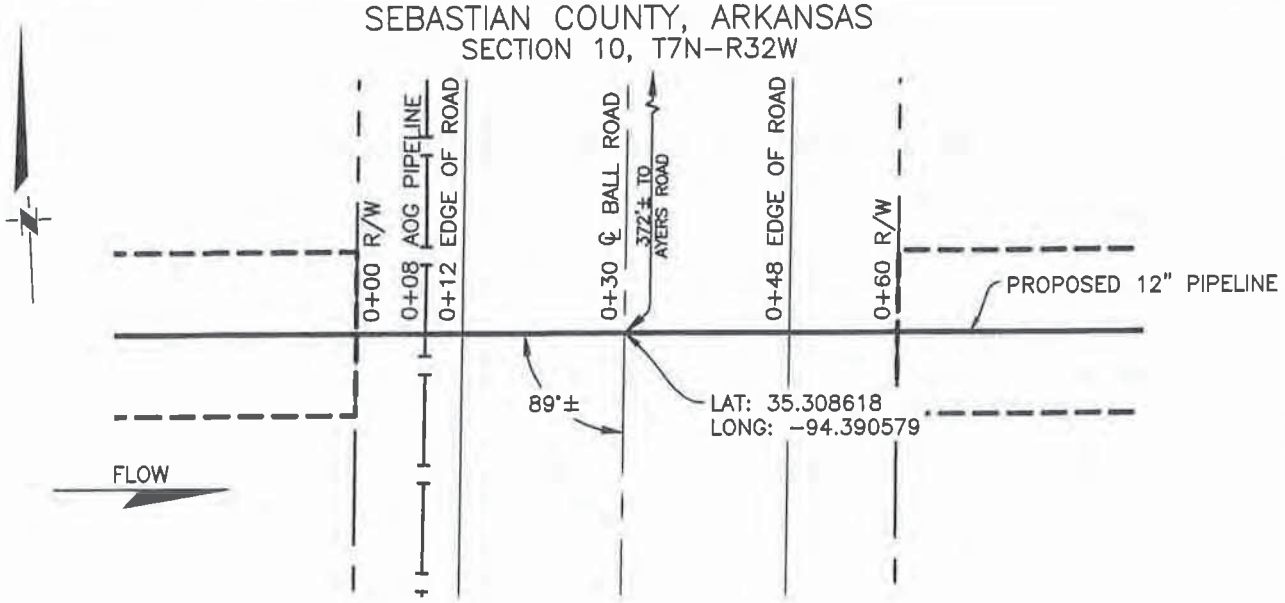
_____

Date:_____

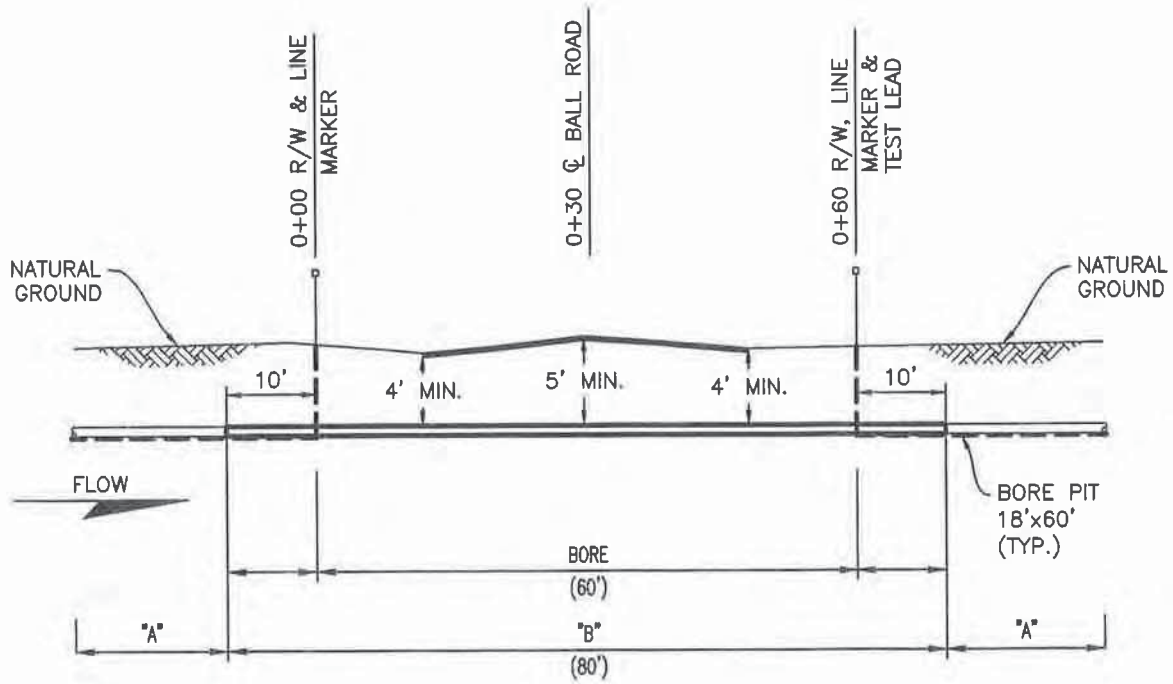
Exhibit “A”
List of 8 City Street locations
(Street crossing/pipeline data drawings to be included for each crossing)

Ball Road
Huntington Court
Huntington Way
Massard Road
Wells Lake Road
Veterans Avenue
Roberts Boulevard
Chad Colley Boulevard

SEBASTIAN COUNTY, ARKANSAS
SECTION 10, T7N–R32W



PLAN
SCALE: 1" = 20'



"A" = 12.750" O.D. x 0.281" W.T., API–5L–X60
13–20 mils FBE
"B" = 12.750" O.D. x 0.375" W.T., API–5L–X60
13–20 mils FBE w/32 mils ARO

PROFILE
SCALE: 1" = 20' H
1" = 10' V

SHEET 1 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE, LLC** ONE WILLIAMS CENTER, TULSA, OK 74172			
CHECKED: ALA APPROVED:	PROPOSED 12" PIPELINE CROSSING UNDER BALL ROAD SEBASTIAN COUNTY, ARKANSAS			
ENGINEERING DEPARTMENT				
CHECKED: APPROVED:	SCALE: AS NOTED DATE: 03/08/15	DRAWN BY: HMM PLOT DATE: 03/08/15	DRAWING NO. 6601–SB–2–MR	REVISION 1

SEBASTIAN COUNTY, ARKANSAS

PIPE DATA SHEET
FOR PROPOSED INSTALLATIONS

STATE PROJECT NO. _____ PERMIT NO. _____

HIGHWAY NO. **Sebastian County** CONTROL SECTION _____

OWNER OF PROPOSED FACILITY **Magellan Midstream Partners, L.P.**

DATA	CARRIER PIPE	CASING (if used)
Contents to be handled	Refined Petroleum Products	N/A
Pipe Material	Carbon Steel	N/A
Specification & Grade of Pipe	API-5L-X60	N/A
Outside Diameter (inches)	12.750"	N/A
Wall thickness (inches)	0.375"	N/A
Yield Strength (PSI)	60,000	N/A
Maximum Operating Pressure (PSIG)	1440 PSIG	N/A
Design Factor (for Liquid Line	0.72	N/A
Type of Joint (welded, mechanical joint, etc.)	Welded	N/A
Method of Installation (Dry Bore & Jack, open cut)	Dry Bore & Jack	N/A
Location (crossing or parallel)	Crossing	N/A
Min. Depth beneath roadway surface	5'-0" Minimum	N/A
Min. Depth beneatn ditches or drainage structures	4'-0" Minimum	N/A
Coating Material	13-20 mils FBE w/32 mils ARO	N/A
Cathodic Protection	Yes	N/A

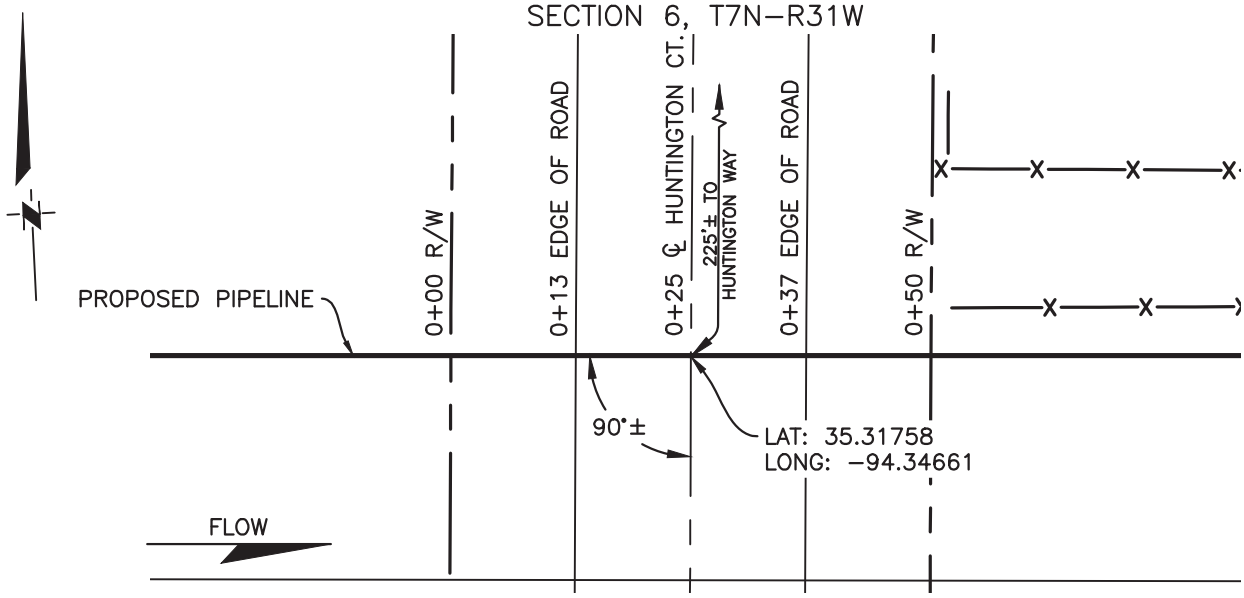
This proposed installation is in compliance with Department Standards.

_____
DISTRICT PERMIT SPECIALIST

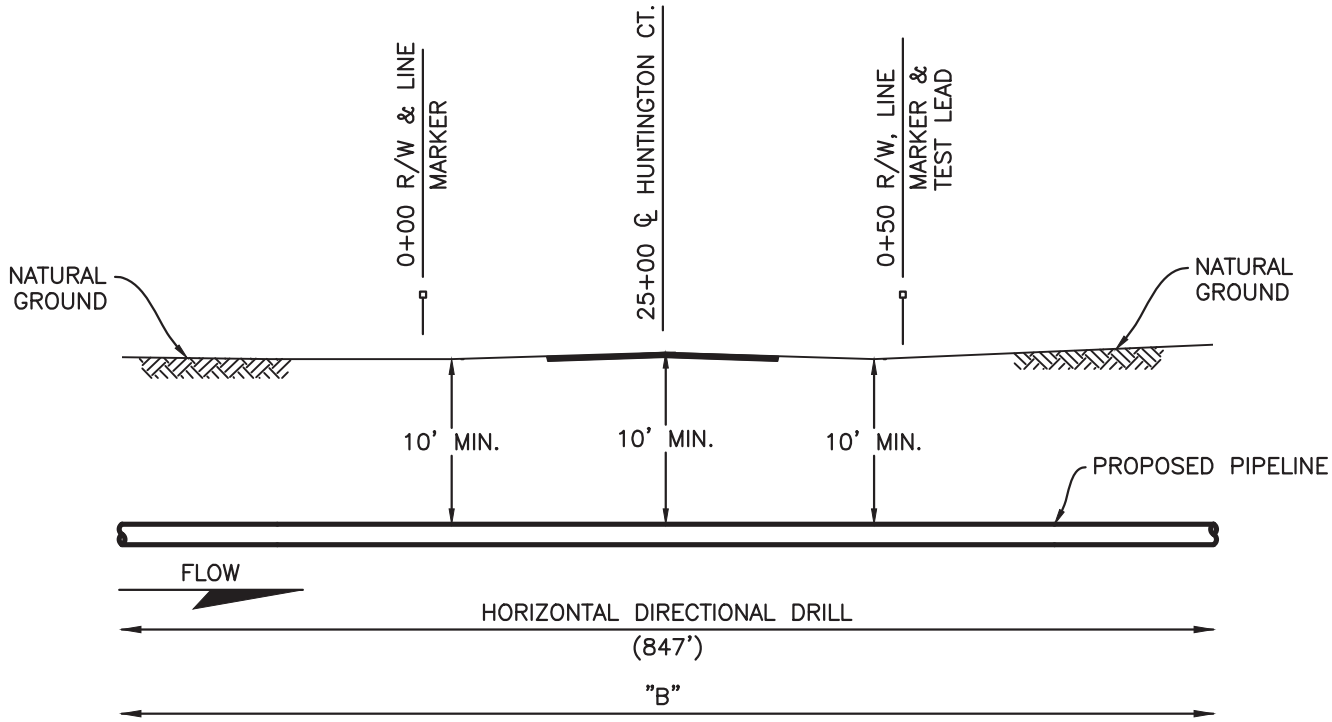
SHEET 2 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE, LLC**			
CHECKED: ALA APPROVED:	ONE WILLIAMS CENTER, TULSA, OK 74172			
ENGINEERING DEPARTMENT	PROPOSED 12" PIPELINE CROSSING UNDER BALL ROAD SEBASTIAN COUNTY, ARKANSAS			
CHECKED: APPROVED:	SCALE: NONE DATE: 03/08/15	DRAWN BY: HMM PLOT DATE: 03/08/15	DRAWING NO. 6601-SB-2-MR	REVISION

SABASTIAN COUNTY, ARKANSAS
SECTION 6, T7N–R31W



PLAN
SCALE: 1" = 20'



"A" = 12.750" O.D. x 0.281" W.T., API–5L–X60
13–20 mils FBE
"B" = 12.750" O.D. x 0.375" W.T., API–5L–X60
13–20 mils FBE w/32 mils ARO

PROFILE
SCALE: 1" = 20' H
1" = 10' V

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: ALA APPROVED:	ONE WILLIAMS CENTER, TULSA, OK 74172			
ENGINEERING DEPARTMENT	PROPOSED 12" PIPELINE CROSSING UNDER HUNTINGTON COURT SABASTIAN COUNTY, ARKANSAS			
CHECKED: APPROVED:	SCALE: AS NOTED DATE: 05/07/15	DRAWN BY: JNC PLOT DATE: 05/07/15	DRAWING NO. 6601–SB–12–MR	REVISION

SABASTIAN COUNTY, ARKANSAS
SECTION 6, T7N–R31W

PIPE DATA SHEET
FOR PROPOSED INSTALLATIONS

STATE PROJECT NO. _____ PERMIT NO. _____

HIGHWAY NO. **Sabastian County** CONTROL SECTION _____

OWNER OF PROPOSED FACILITY **Magellan Pipeline Company, L.P.**

DATA	CARRIER PIPE	CASING (if used)
Contents to be handled	Refined Petroleum Products	N/A
Pipe Material	Carbon Steel	N/A
Specification & Grade of Pipe	API-5L-X60	N/A
Outside Diameter (inches)	12.750"	N/A
Wall thickness (inches)	0.375"	N/A
Yield Strength (PSI)	60,000	N/A
Maximum Operating Pressure (PSIG)	1440 PSIG	N/A
Design Factor (for Liquid Lin	0.72	N/A
Type of Joint (w elded, mechanical joint, etc.)	Welded	N/A
Method of Installation (Dry Bore & Jack, open cut)	Horizontal Directional Drill	N/A
Location (crossing or parallel)	Crossing	N/A
Min. Depth beneath roadw ay surface	10'-0" Minimum	N/A
Min. Depth beneath ditches or drainage structures	10'-0" Minimum	N/A
Coating Material	13-20 mils FBE w/32 mils ARO	N/A
Cathodic Protection	Yes	N/A

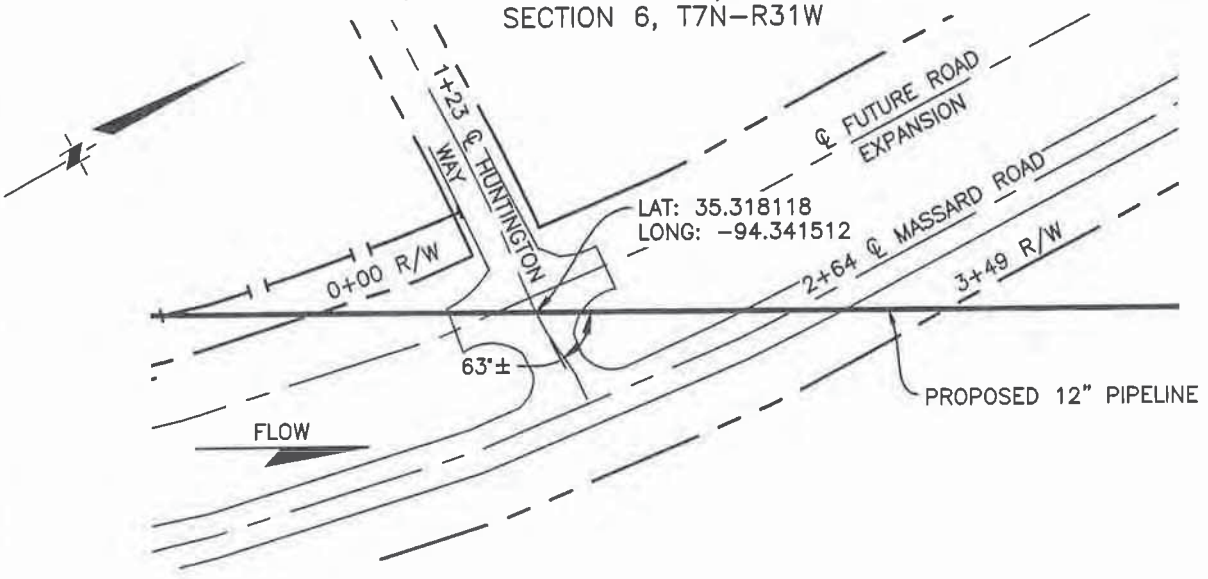
This proposed installation is in compliance with Department Standards.

_____
DISTRICT PERMIT SPECIALIST

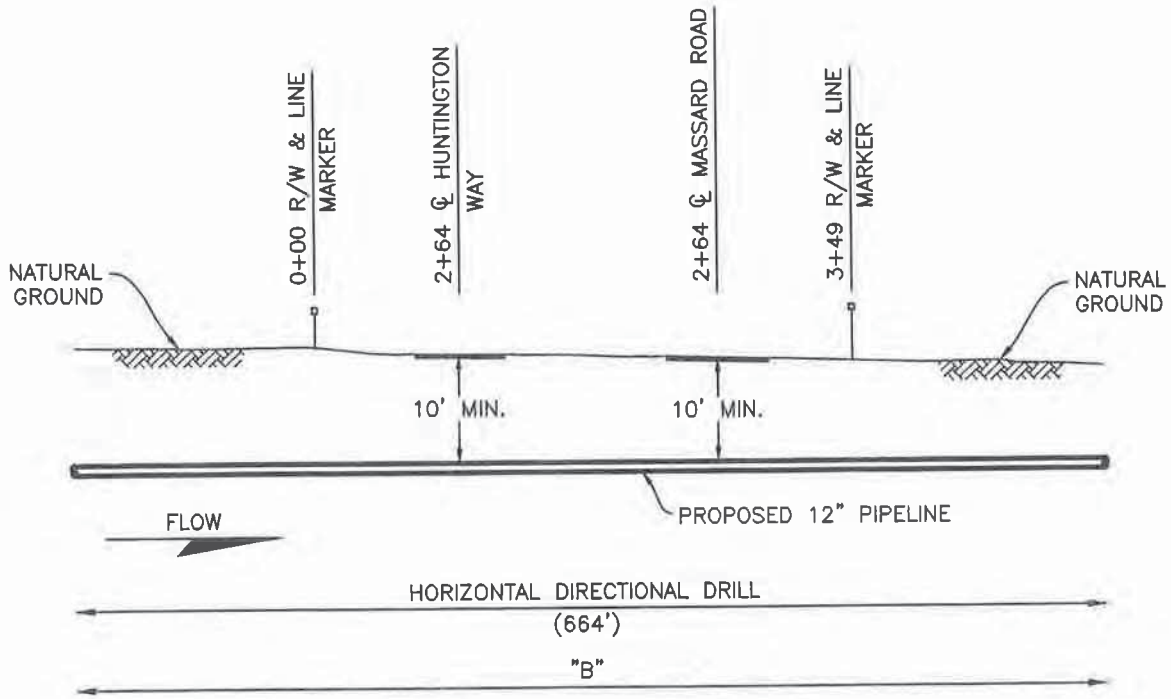
SHEET 2 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: ALA APPROVED:	ONE WILLIAMS CENTER, TULSA, OK 74172			
ENGINEERING DEPARTMENT	PROPOSED 12" PIPELINE CROSSING UNDER HUNTINGTON COURT SABASTIAN COUNTY, ARKANSAS			
CHECKED: APPROVED:	SCALE: AS NOTED DATE: 05/07/15	DRAWN BY: JNC PLOT DATE: 05/07/15	DRAWING NO. 6601–SB–12–MR	REVISION

SEBASTIAN COUNTY, ARKANSAS
SECTION 6, T7N–R31W



PLAN
SCALE: 1" = 100'



PROFILE
SCALE: 1" = 100' H
1" = 50' V

"B" = 12.750" O.D. x 0.375" W.T., API–5L–X60
13–20 mils FBE w/32 mils ARO

SHEET 1 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: TJC 10/09/14	ONE WILLIAMS CENTER, TULSA, OK 74172			
APPROVED:	**PROPOSED 12" PIPELINE CROSSING UNDER HUNTINGTON WAY SEBASTIAN COUNTY, ARKANSAS**			
ENGINEERING DEPARTMENT				
CHECKED:	SCALE: AS NOTED	DRAWN BY: HMM	DRAWING NO. 6601–SB–13–MR	REVISION
APPROVED:	DATE: 02/16/15	PLOT DATE: 02/16/15		

SEBASTIAN COUNTY, ARKANSAS

PIPE DATA SHEET
FOR PROPOSED INSTALLATIONS

STATE PROJECT NO. _____ PERMIT NO. _____

HIGHWAY NO. **Sebastian County** CONTROL SECTION _____

OWNER OF PROPOSED FACILITY **MAGELLAN PIPELINE COMPANY, L.P.**

DATA	CARRIER PIPE	CASING (if used)
Contents to be handled	Refined Petroleum Products	N/A
Pipe Material	Carbon Steel	N/A
Specification & Grade of Pipe	API-5L-X60	N/A
Outside Diameter (inches)	12.750"	N/A
Wall thickness (inches)	0.375"	N/A
Yield Strength (PSI)	60,000	N/A
Maximum Operating Pressure (PSIG)	1440 PSIG	N/A
Design Factor (for Liquid Lines)	0.72	N/A
Type of Joint (welded, mechanical joint, etc.)	Welded	N/A
Method of Installation (Dry Bore & Jack, open cut)	Horizontal Directional Drill	N/A
Location (crossing or parallel)	Crossing	N/A
Min. Depth beneath roadway surface	10'-0" Minimum	N/A
Min. Depth beneath ditches or drainage structures	10'-0" Minimum	N/A
Coating Material	13-20 mils FBE w/32 mils ARO	N/A
Cathodic Protection	Yes	N/A

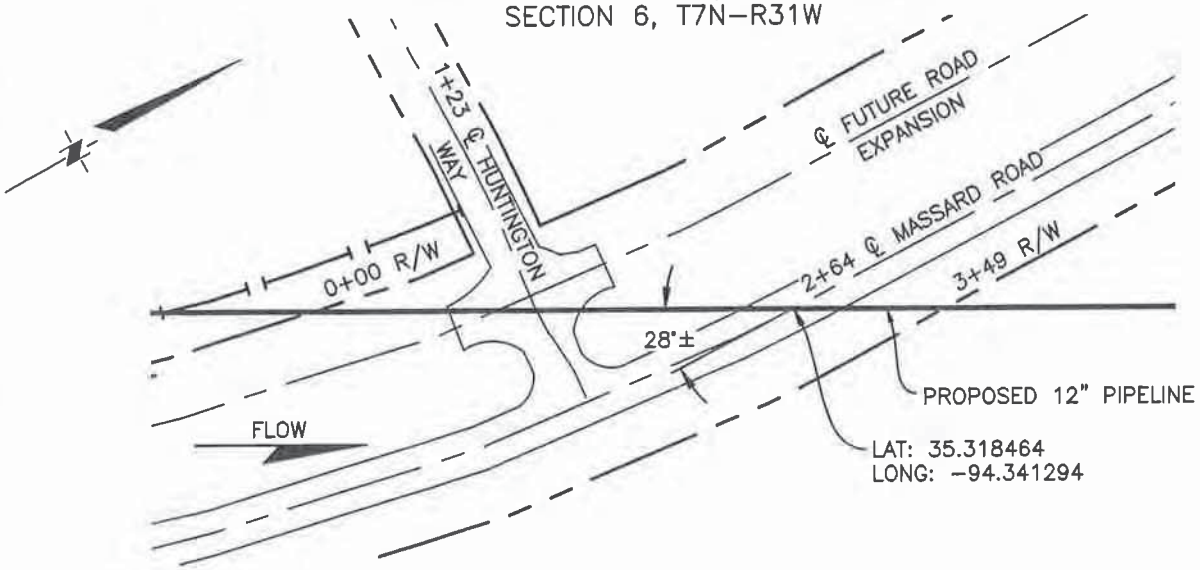
This proposed installation is in compliance with Department Standards.

_____
DISTRICT PERMIT SPECIALIST

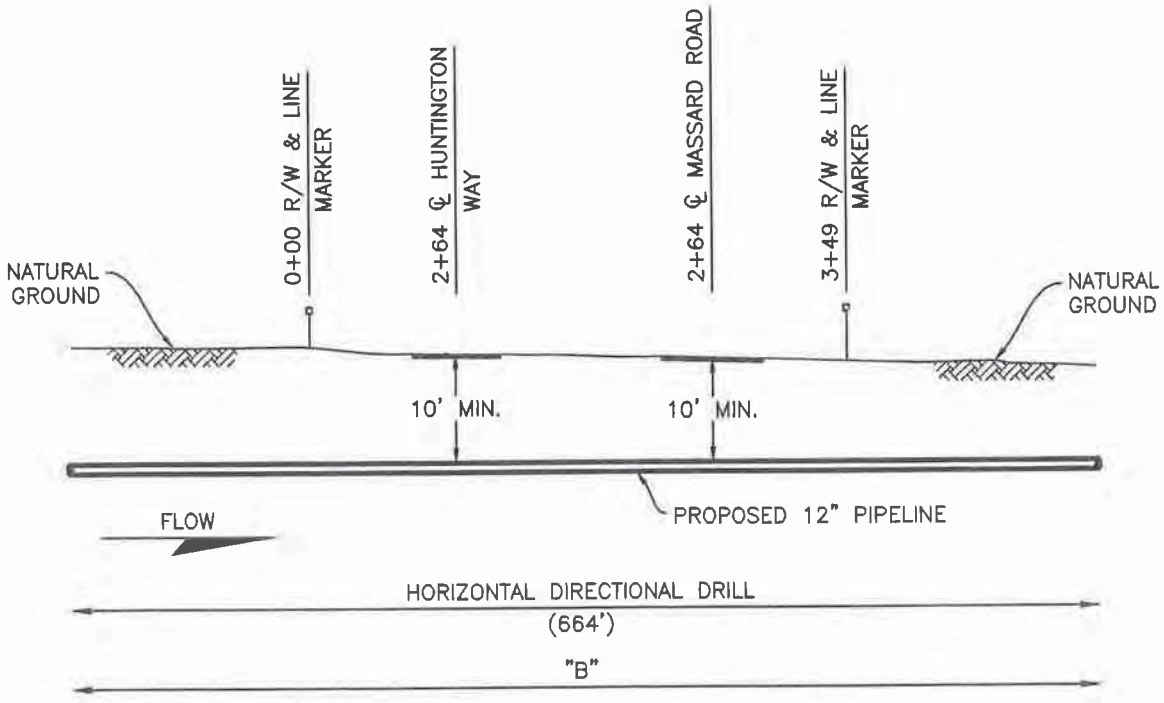
SHEET 2 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.** ONE WILLIAMS CENTER, TULSA, OK 74172			
CHECKED: TJC 10/09/14 APPROVED:	PROPOSED 12" PIPELINE CROSSING UNDER HUNTINGTON WAY SEBASTIAN COUNTY, ARKANSAS			
ENGINEERING DEPARTMENT				
CHECKED: APPROVED:	SCALE: NONE DATE: 02/16/15	DRAWN BY: HMM PLOT DATE: 02/16/15	DRAWING NO. 6601-SB-13-MR	REVISION

SEBASTIAN COUNTY, ARKANSAS
SECTION 6, T7N–R31W



PLAN
SCALE: 1" = 100'



PROFILE
SCALE: 1" = 100' H
1" = 50' V

"B" = 12.750" O.D. x 0.375" W.T., API-5L-X60
13–20 mils FBE w/32 mils ARO

SHEET 1 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: TJC 10/09/14	ONE WILLIAMS CENTER, TULSA, OK 74172			
APPROVED:	PROPOSED 12" PIPELINE CROSSING UNDER MASSARD ROAD SEBASTIAN COUNTY, ARKANSAS			
ENGINEERING DEPARTMENT				
CHECKED:	SCALE: AS NOTED	DRAWN BY: HMM	DRAWING NO. 6601–SB–14–MR	REVISION
APPROVED:	DATE: 02/16/15	PLOT DATE: 02/16/15		

SEBASTIAN COUNTY, ARKANSAS

PIPE DATA SHEET
FOR PROPOSED INSTALLATIONS

STATE PROJECT NO. _____ PERMIT NO. _____

HIGHWAY NO. **Sebastian County** CONTROL SECTION _____

OWNER OF PROPOSED FACILITY **MAGELLAN PIPELINE COMPANY, L.P.**

DATA	CARRIER PIPE	CASING (if used)
Contents to be handled	Refined Petroleum Products	N/A
Pipe Material	Carbon Steel	N/A
Specification & Grade of Pipe	API-5L-X60	N/A
Outside Diameter (inches)	12.750"	N/A
Wall thickness (inches)	0.375"	N/A
Yield Strength (PSI)	60,000	N/A
Maximum Operating Pressure (PSIG)	1440 PSIG	N/A
Design Factor (for Liquid Lines)	0.72	N/A
Type of Joint (welded, mechanical joint, etc.)	Welded	N/A
Method of Installation (Dry Bore & Jack, open cut)	Horizontal Directional Drill	N/A
Location (crossing or parallel)	Crossing	N/A
Min. Depth beneath roadway surface	10'-0" Minimum	N/A
Min. Depth beneath ditches or drainage structures	10'-0" Minimum	N/A
Coating Material	13-20 mils FBE w/32 mils ARO	N/A
Cathodic Protection	Yes	N/A

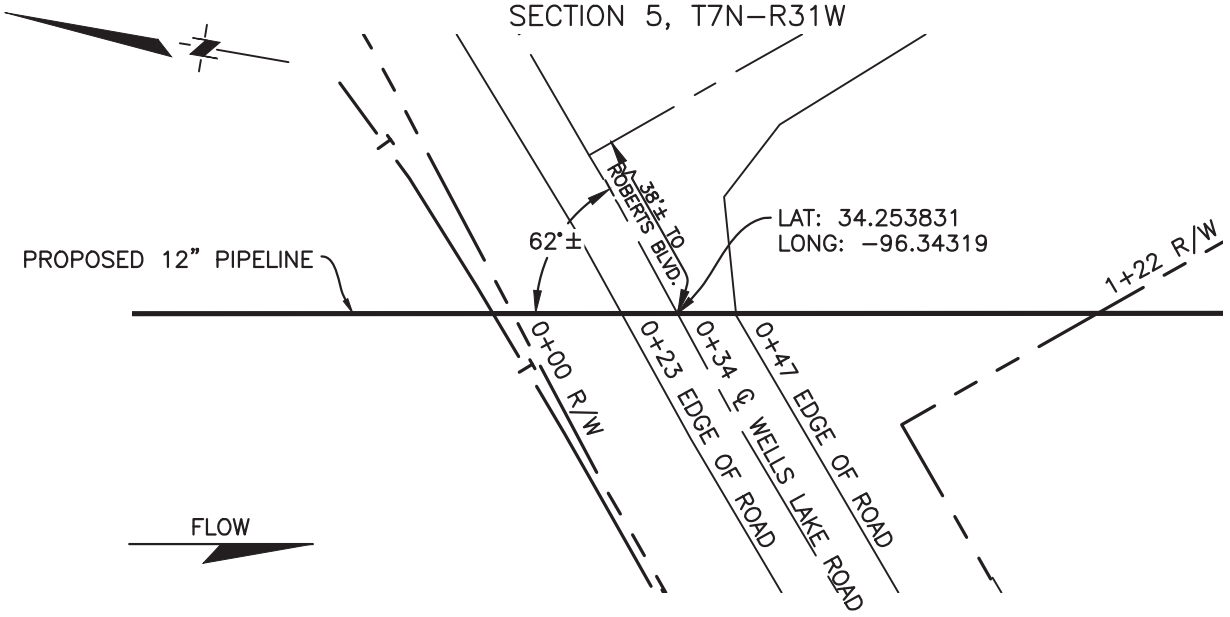
This proposed installation is in compliance with Department Standards.

_____
DISTRICT PERMIT SPECIALIST

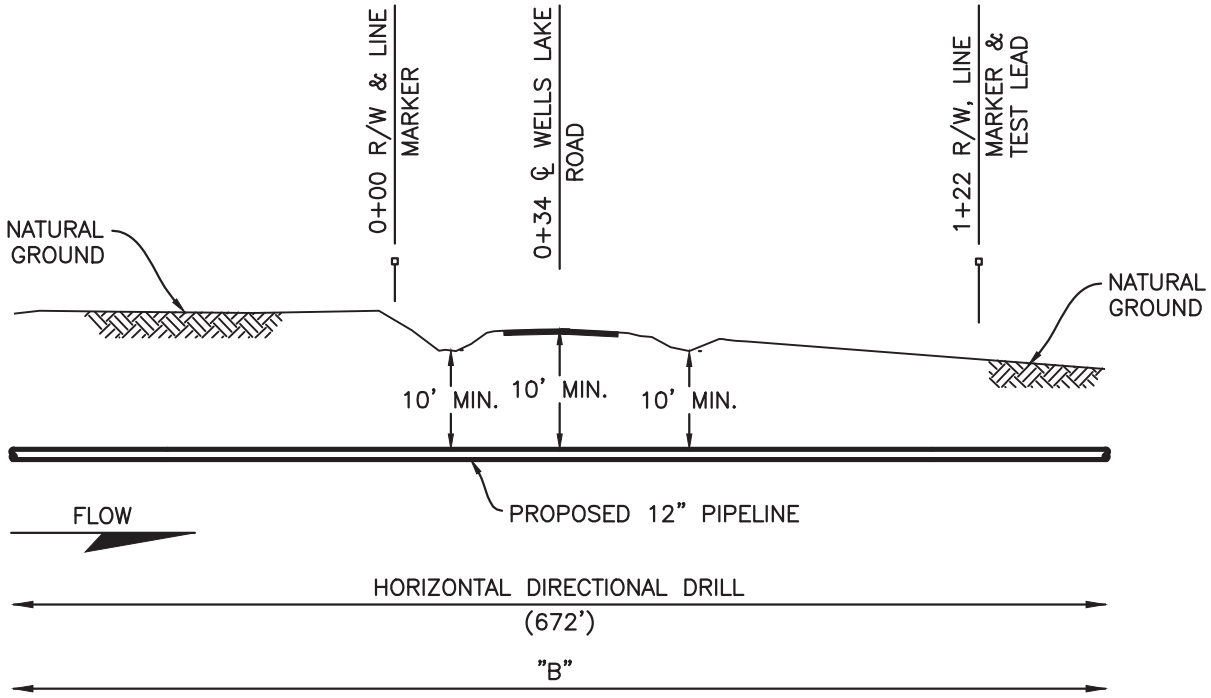
SHEET 2 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.** ONE WILLIAMS CENTER, TULSA, OK 74172			
CHECKED: TJC 10/09/14 APPROVED:	PROPOSED 12" PIPELINE CROSSING UNDER MASSARD ROAD SEBASTIAN COUNTY, ARKANSAS			
ENGINEERING DEPARTMENT				
CHECKED: APPROVED:	SCALE: NONE DATE: 02/16/15	DRAWN BY: HMM PLOT DATE: 02/16/15	DRAWING NO. 6601-SB-14-MR	REVISION

SEBASTIAN COUNTY, ARKANSAS
SECTION 5, T7N–R31W



PLAN
SCALE: 1" = 40'



"A" = 12.750" O.D. x 0.281" W.T., API–5L–X60
13–20 mils FBE
"B" = 12.750" O.D. x 0.375" W.T., API–5L–X60
13–20 mils FBE w/32 mils ARO

PROFILE
SCALE: 1" = 40' H
1" = 20' V

SHEET 1 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: ALA APPROVED:	ONE WILLIAMS CENTER, TULSA, OK 74172			
ENGINEERING DEPARTMENT	PROPOSED 12" PIPELINE CROSSING UNDER WELLS LAKE ROAD SEBASTIAN COUNTY, ARKANSAS			
CHECKED: APPROVED:	SCALE: AS NOTED DATE: 05/07/15	DRAWN BY: HMM PLOT DATE: 05/07/15	DRAWING NO. 6601–SB–20–MR1	REVISION 1

SEBASTIAN COUNTY, ARKANSAS

PIPE DATA SHEET
FOR PROPOSED INSTALLATIONS

STATE PROJECT NO. _____ PERMIT NO. _____

HIGHWAY NO. **Sebastian County** CONTROL SECTION _____

OWNER OF PROPOSED FACILITY **Magellan Pipeline Company, L.P.**

DATA	CARRIER PIPE	CASING (if used)
Contents to be handled	Refined Petroleum Products	N/A
Pipe Material	Carbon Steel	N/A
Specification & Grade of Pipe	API-5L-X60	N/A
Outside Diameter (inches)	12.750"	N/A
Wall thickness (inches)	0.375"	N/A
Yield Strength (PSI)	60,000	N/A
Maximum Operating Pressure (PSIG)	1440 PSIG	N/A
Design Factor (for Liquid Lin	0.72	N/A
Type of Joint (w elded, mechanical joint, etc.)	Welded	N/A
Method of Installation (Dry Bore & Jack, open cut)	Horizontal Directional Drill	N/A
Location (crossing or parallel)	Crossing	N/A
Min. Depth beneath roadw ay surface	10'-0" Minimum	N/A
Min. Depth beneath ditches or drainage structures	10'-0" Minimum	N/A
Coating Material	13-20 mils FBE w/32 mils ARO	N/A
Cathodic Protection	Yes	N/A

This proposed installation is in compliance with Department Standards.

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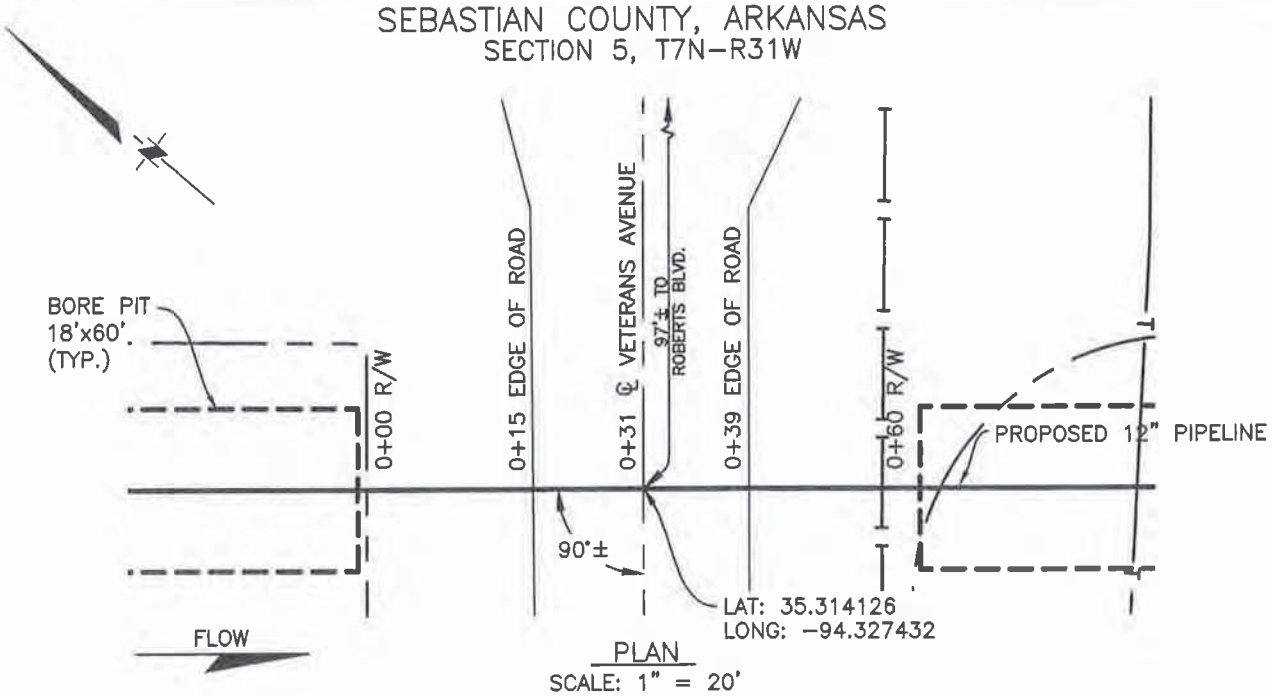
DISTRICT PERMIT SPECIALIST

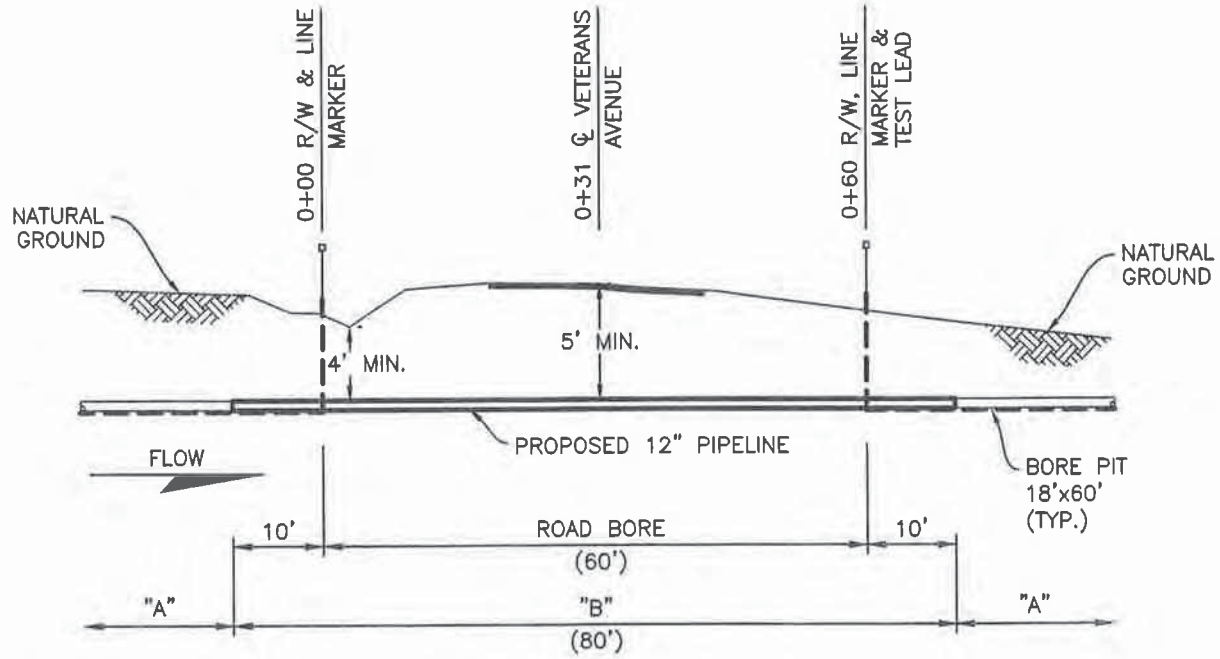
SHEET 2 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: ALA APPROVED:	ONE WILLIAMS CENTER, TULSA, OK 74172			
ENGINEERING DEPARTMENT	PROPOSED 12" PIPELINE CROSSING UNDER WELLS LAKE ROAD SEBASTIAN COUNTY, ARKANSAS			
CHECKED: APPROVED:	SCALE: AS NOTED DATE: 05/07/15	DRAWN BY: HMM PLOT DATE: 05/07/15	DRAWING NO. 6601-SB-20-MR1	REVISION

SEBASTIAN COUNTY, ARKANSAS
SECTION 5, T7N–R31W



PLAN
SCALE: 1" = 20'



"A" = 12.750" O.D. x 0.281" W.T., API–5L–X60
13–20 mils FBE
"B" = 12.750" O.D. x 0.375" W.T., API–5L–X60
13–20 mils FBE w/32 mils ARO

PROFILE
SCALE: 1" = 20' H
1" = 10' V

SHEET 1 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: TJC 10/09/14	ONE WILLIAMS CENTER, TULSA, OK 74172			
APPROVED:	PROPOSED 12" PIPELINE CROSSING UNDER VETERANS AVENUE SEBASTIAN COUNTY, ARKANSAS			
ENGINEERING DEPARTMENT				
CHECKED:	SCALE: AS NOTED	DRAWN BY: HMM	DRAWING NO. 6601–SB–20–MR2	REVISION
APPROVED:	DATE: 02/16/15	PLOT DATE: 02/16/15		

SEBASTIAN COUNTY, ARKANSAS

PIPE DATA SHEET
FOR PROPOSED INSTALLATIONS

STATE PROJECT NO. _____ PERMIT NO. _____

HIGHWAY NO. **Sebastian County** CONTROL SECTION _____

OWNER OF PROPOSED FACILITY **MAGELLAN PIPELINE COMPANY, L.P.**

DATA	CARRIER PIPE	CASING (if used)
Contents to be handled	Refined Petroleum Products	N/A
Pipe Material	Carbon Steel	N/A
Specification & Grade of Pipe	API-5L-X60	N/A
Outside Diameter (inches)	12.750"	N/A
Wall thickness (inches)	0.375"	N/A
Yield Strength (PSI)	60,000	N/A
Maximum Operating Pressure (PSIG)	1440 PSIG	N/A
Design Factor (for Liquid Line	0.72	N/A
Type of Joint (welded, mechanical joint, etc.)	Welded	N/A
Method of Installation (Dry Bore & Jack, open cut)	Dry Bore	N/A
Location (crossing or parallel)	Crossing	N/A
Min. Depth beneath roadway surface	5'-0" Minimum	N/A
Min. Depth beneath ditches or drainage structures	4'-0" Minimum	N/A
Coating Material	13-20 mils FBE w/32 mils ARO	N/A
Cathodic Protection	Yes	N/A

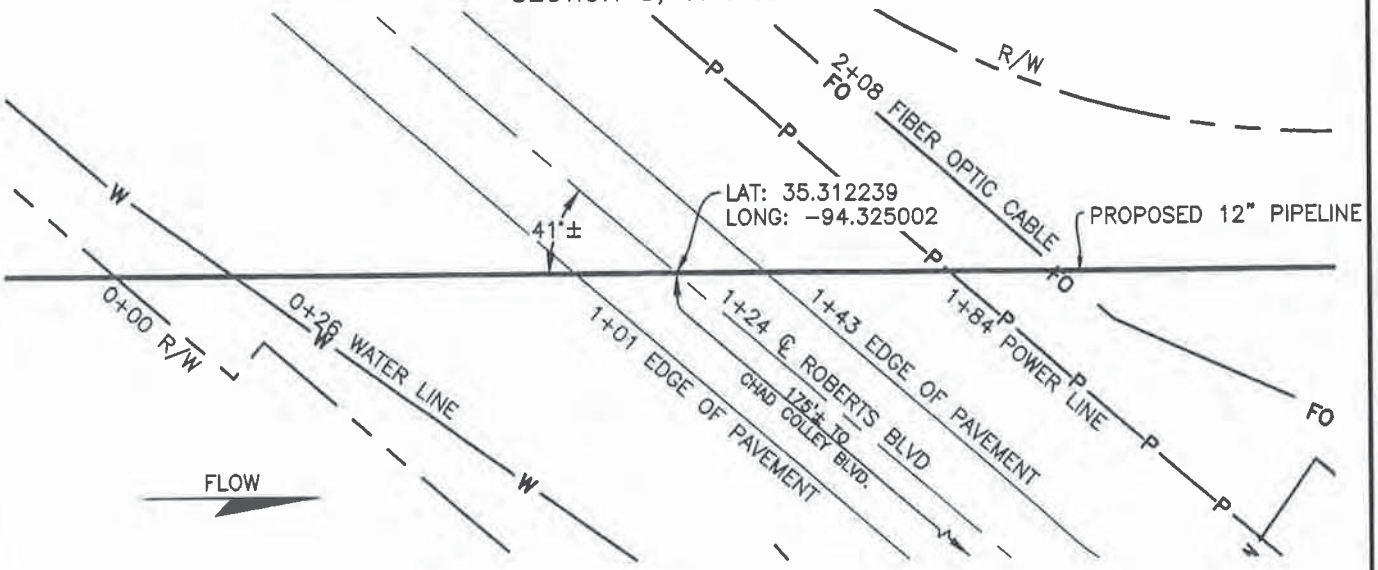
This proposed installation is in compliance with Department Standards.

_____
DISTRICT PERMIT SPECIALIST

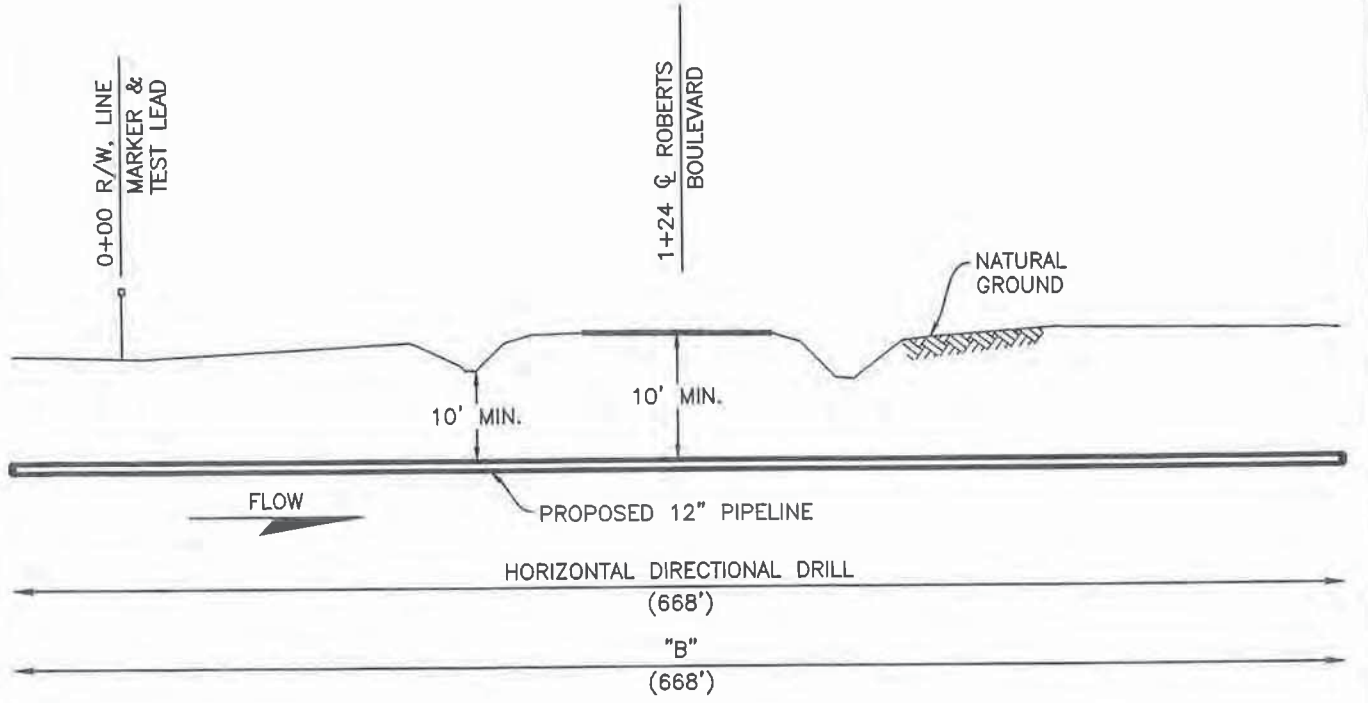
SHEET 2 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: TJC 10/09/14	ONE WILLIAMS CENTER, TULSA, OK 74172			
APPROVED:	PROPOSED 12" PIPELINE CROSSING UNDER VETERANS AVENUE SEBASTIAN COUNTY, ARKANSAS			
ENGINEERING DEPARTMENT				
CHECKED:	SCALE: NONE	DRAWN BY: HMM	DRAWING NO.	REVISION
APPROVED:	DATE: 02/16/15	PLOT DATE: 02/16/15	6601-SB-20-MR2	

SEBASTIAN COUNTY, ARKANSAS
SECTION 5, T7N–R31W



PLAN
SCALE: 1" = 40'



"A" = 12.750" O.D. x 0.281" W.T., API–5L–X60
13–20 mils FBE
"B" = 12.750" O.D. x 0.375" W.T., API–5L–X60
13–20 mils FBE w/32 mils ARO

PROFILE
SCALE: 1" = 40' H
1" = 20' V

SHEET 1 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: ALA	ONE WILLIAMS CENTER, TULSA, OK 74172			
APPROVED:	PROPOSED 12" PIPELINE CROSSING UNDER ROBERTS BOULEVARD SEBASTIAN COUNTY, ARKANSAS			
ENGINEERING DEPARTMENT				
CHECKED:	SCALE: AS NOTED	DRAWN BY: HMM	DRAWING NO. 6601–SB–20–MR3	REVISION 1
APPROVED:	DATE: 02/21/15	PLOT DATE: 03/08/15		

SEBASTIAN COUNTY, ARKANSAS

PIPE DATA SHEET
FOR PROPOSED INSTALLATIONS

STATE PROJECT NO. _____ PERMIT NO. _____

HIGHWAY NO. **Sebastian County** CONTROL SECTION _____

OWNER OF PROPOSED FACILITY **Magellan Pipeline Company, L.P.**

DATA	CARRIER PIPE	CASING (if used)
Contents to be handled	Refined Petroleum Products	N/A
Pipe Material	Carbon Steel	N/A
Specification & Grade of Pipe	API-5L-X60	N/A
Outside Diameter (inches)	12.750"	N/A
Wall thickness (inches)	0.375"	N/A
Yield Strength (PSI)	60,000	N/A
Maximum Operating Pressure (PSIG)	1440 PSIG	N/A
Design Factor (for Liquid Line	0.72	N/A
Type of Joint (welded, mechanical joint, etc.)	Welded	N/A
Method of Installation (Dry Bore & Jack, open cut)	Horizontal Directional Drill	N/A
Location (crossing or parallel)	Crossing	N/A
Min. Depth beneath roadway surface	10'-0" Minimum	N/A
Min. Depth beneath ditches or drainage structures	10'-0" Minimum	N/A
Coating Material	13-20 mils FBE w/32 mils ARO	N/A
Cathodic Protection	Yes	N/A

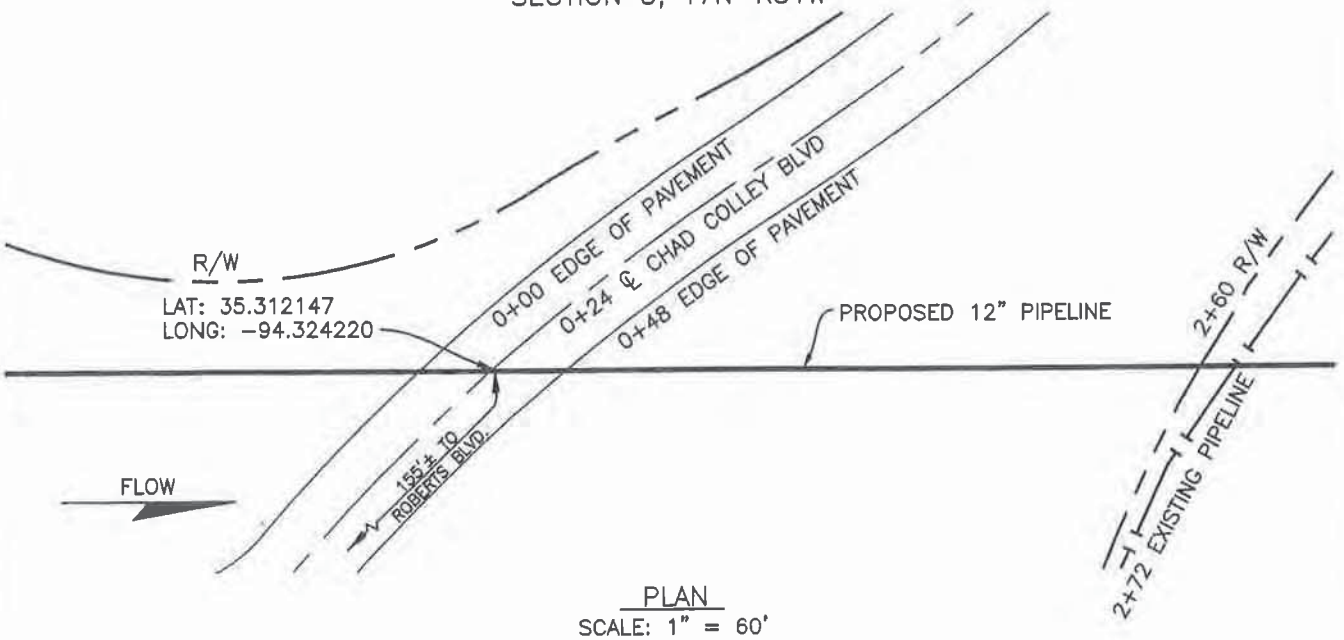
This proposed installation is in compliance with Department Standards.

_____
DISTRICT PERMIT SPECIALIST

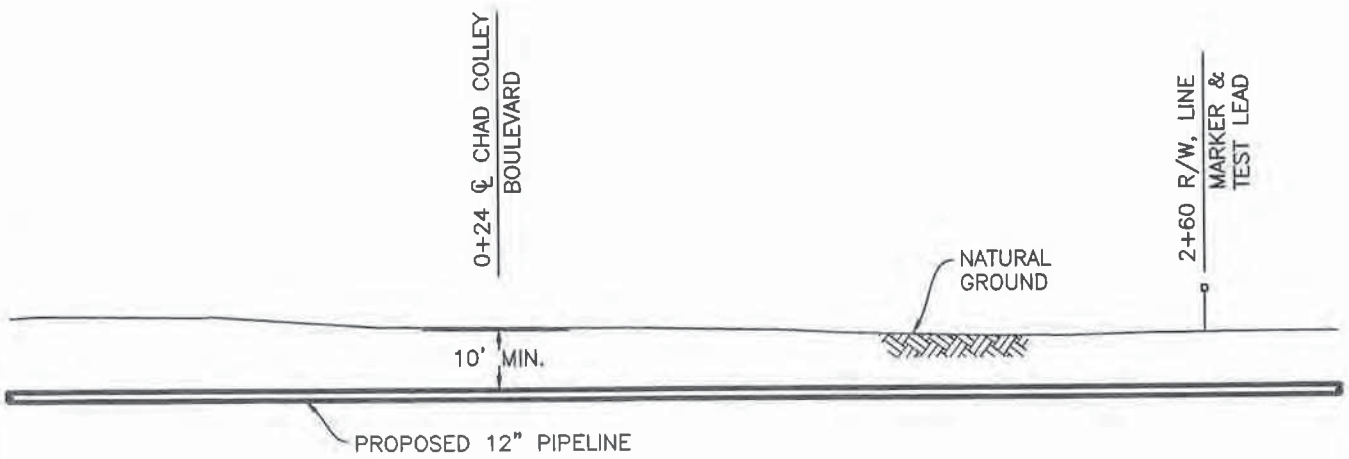
SHEET 2 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: ALA APPROVED:	ONE WILLIAMS CENTER, TULSA, OK 74172			
ENGINEERING DEPARTMENT	PROPOSED 12" PIPELINE CROSSING UNDER ROBERTS BOULEVARD SEBASTIAN COUNTY, ARKANSAS			
CHECKED: APPROVED:	SCALE: AS NOTED DATE: 02/21/15	DRAWN BY: HMM PLOT DATE: 03/08/15	DRAWING NO. 6601-SB-20-MR3	REVISION 1

SEBASTIAN COUNTY, ARKANSAS
SECTION 5, T7N–R31W



PLAN
SCALE: 1" = 60'



HORIZONTAL DIRECTIONAL DRILL
(668')
"B"
(668')

"A" = 12.750" O.D. x 0.281" W.T., API–5L–X60
13–20 mils FBE
"B" = 12.750" O.D. x 0.375" W.T., API–5L–X60
13–20 mils FBE w/32 mils ARO

PROFILE
SCALE: 1" = 60' H
1" = 30' V

SHEET 1 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: ALA APPROVED:	ONE WILLIAMS CENTER, TULSA, OK 74172			
ENGINEERING DEPARTMENT	PROPOSED 12" PIPELINE CROSSING UNDER CHAD COLLEY BOULEVARD SEBASTIAN COUNTY, ARKANSAS			
CHECKED: APPROVED:	SCALE: AS NOTED DATE: 02/21/15	DRAWN BY: HMM PLOT DATE: 03/08/15	DRAWING NO. 6601–SB–20–MR4	REVISION 1

SEBASTIAN COUNTY, ARKANSAS

PIPE DATA SHEET
FOR PROPOSED INSTALLATIONS

STATE PROJECT NO. _____ PERMIT NO. _____

HIGHWAY NO. **Sebastian County** CONTROL SECTION _____

OWNER OF PROPOSED FACILITY **Magellan Pipeline Company, L.P.**

DATA	CARRIER PIPE	CASING (if used)
Contents to be handled	Refined Petroleum Products	N/A
Pipe Material	Carbon Steel	N/A
Specification & Grade of Pipe	API-5L-X60	N/A
Outside Diameter (inches)	12.750"	N/A
Wall thickness (inches)	0.375"	N/A
Yield Strength (PSI)	60,000	N/A
Maximum Operating Pressure (PSIG)	1440 PSIG	N/A
Design Factor (for Liquid Line	0.72	N/A
Type of Joint (welded, mechanical joint, etc.)	Welded	N/A
Method of Installation (Dry Bore & Jack, open cut)	Horizontal Directional Drill	N/A
Location (crossing or parallel)	Crossing	N/A
Min. Depth beneath roadway surface	10'-0" Minimum	N/A
Min. Depth beneath ditches or drainage structures	10'-0" Minimum	N/A
Coating Material	13-20 mils FBE w/32 mils ARO	N/A
Cathodic Protection	Yes	N/A

This proposed installation is in compliance with Department Standards.

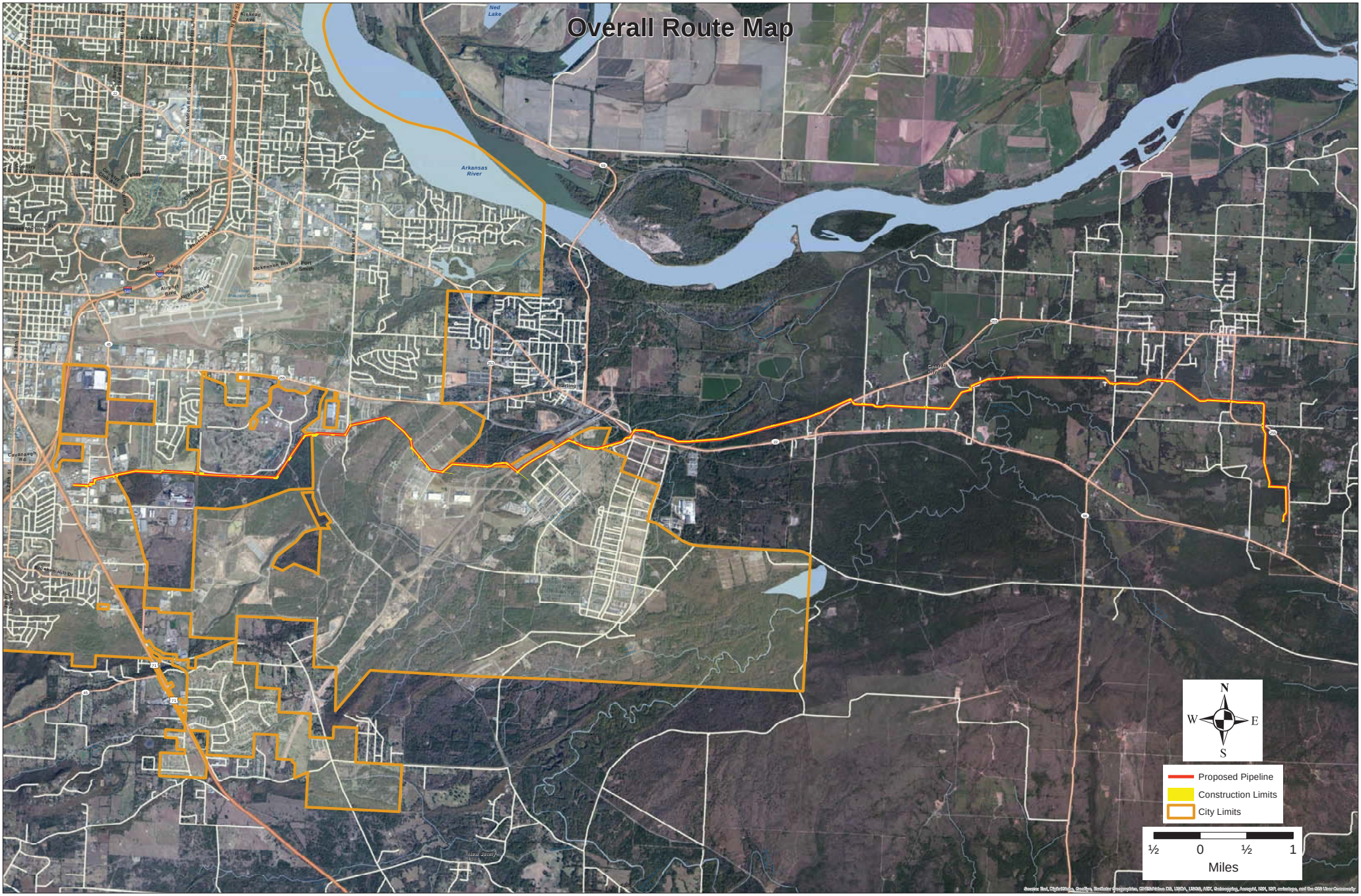
_____
DISTRICT PERMIT SPECIALIST

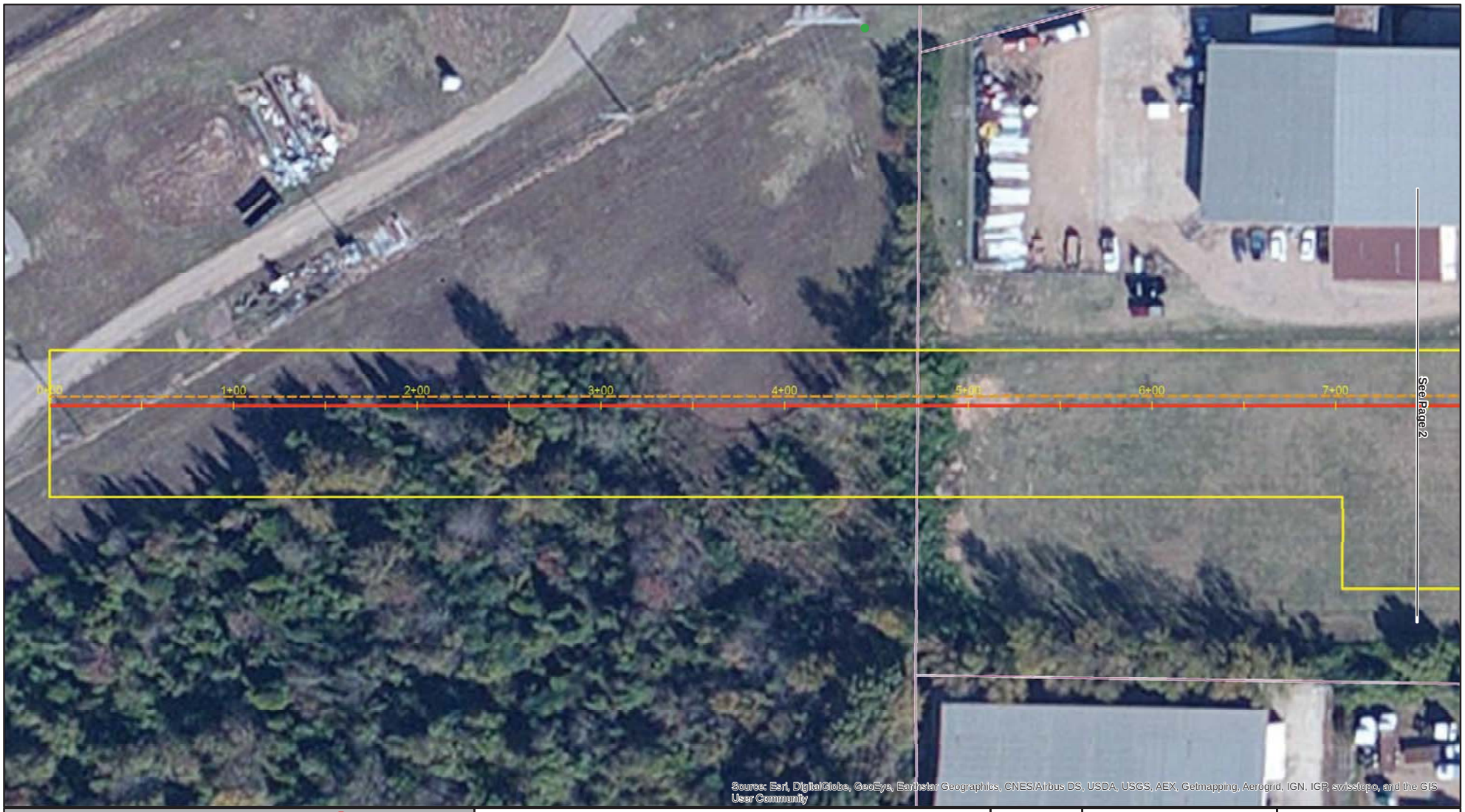
SHEET 2 OF 2

DRAFTING DEPARTMENT	**MAGELLAN PIPELINE COMPANY, L.P.**			
CHECKED: ALA	ONE WILLIAMS CENTER, TULSA, OK 74172			
APPROVED:	PROPOSED 12" PIPELINE CROSSING UNDER CHAD COLLEY BOULEVARD SEBASTIAN COUNTY, ARKANSAS			
ENGINEERING DEPARTMENT				
CHECKED:	SCALE: AS NOTED	DRAWN BY: HMM	DRAWING NO. 6601-SB-20-MR4	REVISION 1
APPROVED:	DATE: 02/21/15	PLOT DATE: 03/08/15		

Exhibit “B”

Copy of construction plans for the proposed pipeline (49 sheets)


Overall Route Map
Arkansas River
Ned Lake
Fort Smith
Barling
N
W
E
S
Proposed Pipeline
Construction Limits
City Limits
½ 0 ½ 1
Miles



PROPOSED 12" PIPELINE
PROPOSED HDD
EASEMENT CENTERLINE
TEMPORARY ACCESS ROAD
CONSTRUCTION FOOTPRINT
ABANDONED PIPELINE
AOG PIPELINE
CPE PIPELINE
EMS PIPELINE
UNKNOWN PIPELINE
GUY ANCHOR
POWER LINE
SANITARY SEWER
STORM SEWER
TELEPHONE LINE
WATER LINE
FIBER OPTIC CABLE
TREE LINE
FIRE HYDRANT
GAS METER
POWER POLE
SANITARY SEWER
TELEPHONE PEDESTAL
WATER METER
WATER VALVE

MAGELLAN PIPELINE COMPANY, L.P.
FORT SMITH CONNECTOR
AERIAL MAP SERIES

50 25 0 50 100 FEET

N W E S

ABSOLUTE SCALE: 1:600

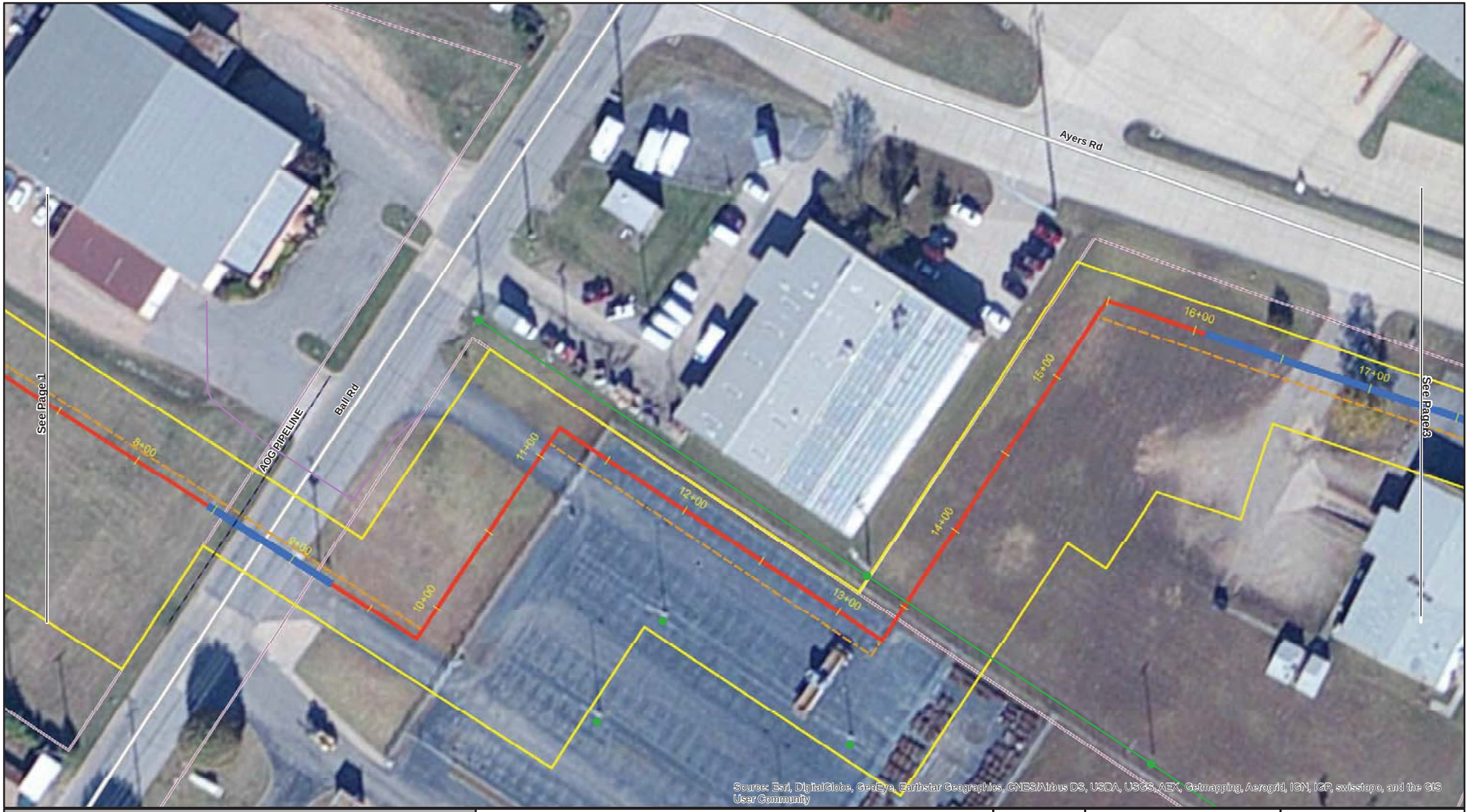
REFERENCE SCALE: 1 IN = 50 FT

MAGELLAN MIDSTREAM PARTNERS, L.P.

PRELIMINARY FOR REVIEW ONLY
MAGELLAN MIDSTREAM, LP
PROPRIETARY

Hatch Mott MacDonald
101 Crosley Street, West Monroe, LA 71291
Ph: (318) 329-0095 Fax: (318) 329-0096

DRAWN BY:	HMM 12/21/2014
CHECKED BY:	HMM
APPROVED BY:	HMM
REV. DATE:	04/29/15
REVISION:	4
DESC:	
PAGE:	Page 1 of 108



PROPOSED 12" PIPELINE
PROPOSED HDD
EASEMENT CENTERLINE
TEMPORARY ACCESS ROAD
CONSTRUCTION FOOTPRINT
ABANDONED PIPELINE
AOG PIPELINE
CPE PIPELINE
EMS PIPELINE
UNKNOWN PIPELINE
GUY ANCHOR
POWER LINE
SANITARY SEWER
STORM SEWER
TELEPHONE LINE
WATER LINE
FIBER OPTIC CABLE
TREE LINE
FIRE HYDRANT
GAS METER
POWER POLE
SANITARY SEWER
TELEPHONE PEDESTAL
WATER METER
WATER VALVE

MAGELLAN PIPELINE COMPANY, L.P.
FORT SMITH CONNECTOR
AERIAL MAP SERIES

50 25 0 50 100 FEET

ABSOLUTE SCALE: 1:600
REFERENCE SCALE: 1 IN = 50 FT

MAGELLAN MIDSTREAM PARTNERS, L.P.

PRELIMINARY FOR REVIEW ONLY
MAGELLAN MIDSTREAM, LP
PROPRIETARY

Hatch Mott MacDonald
101 Crosley Street, West Monroe, LA 71291
Ph: (318) 329-0095 Fax: (318) 329-0096

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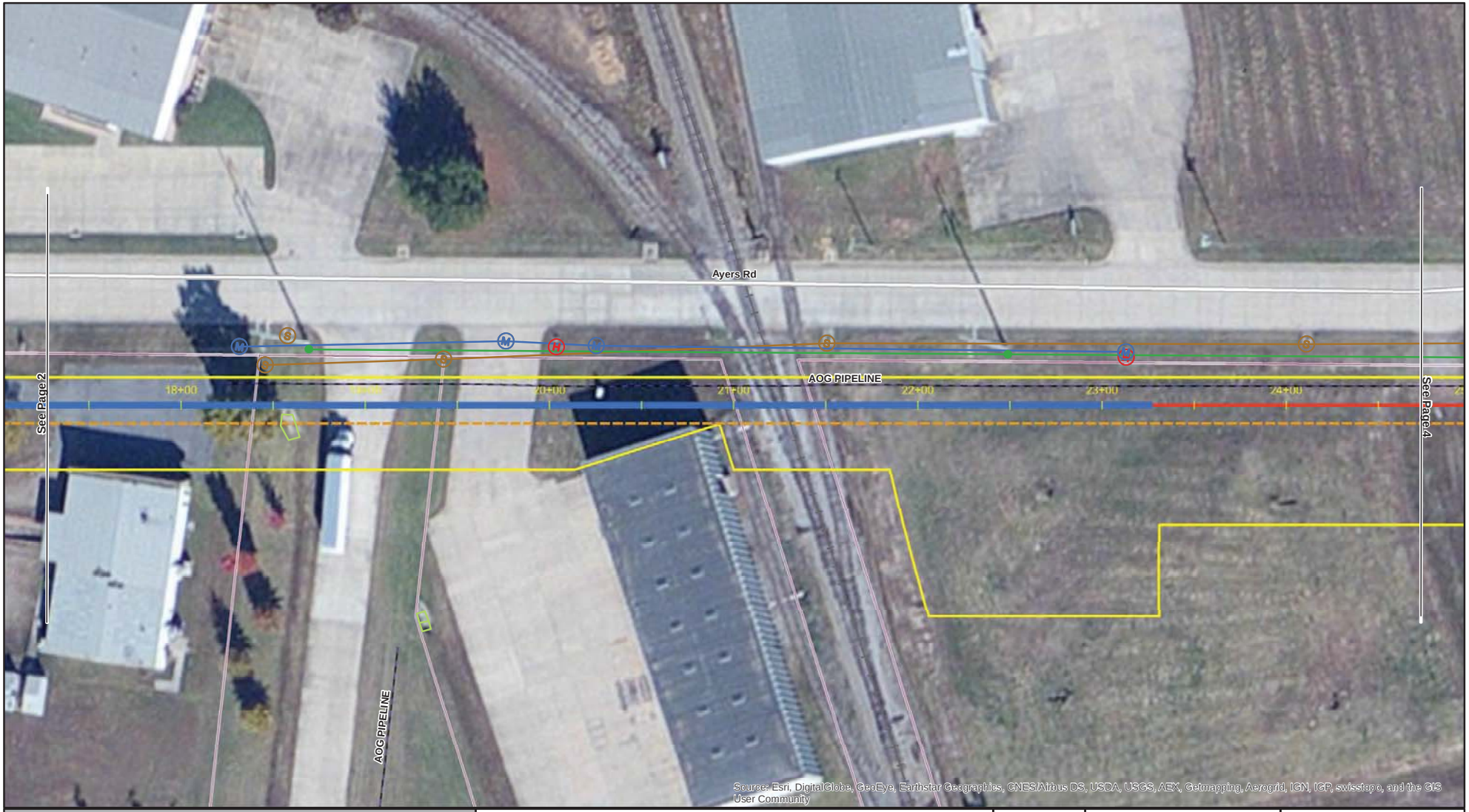

- PROPOSED 12" PIPELINE
- PROPOSED HDD
- EASEMENT CENTERLINE
- TEMPORARY ACCESS ROAD
- CONSTRUCTION FOOTPRINT
- ABANDONED PIPELINE
- AOG PIPELINE
- CPE PIPELINE
- EMS PIPELINE
- UNKNOWN PIPELINE
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FORT SMITH CONNECTOR
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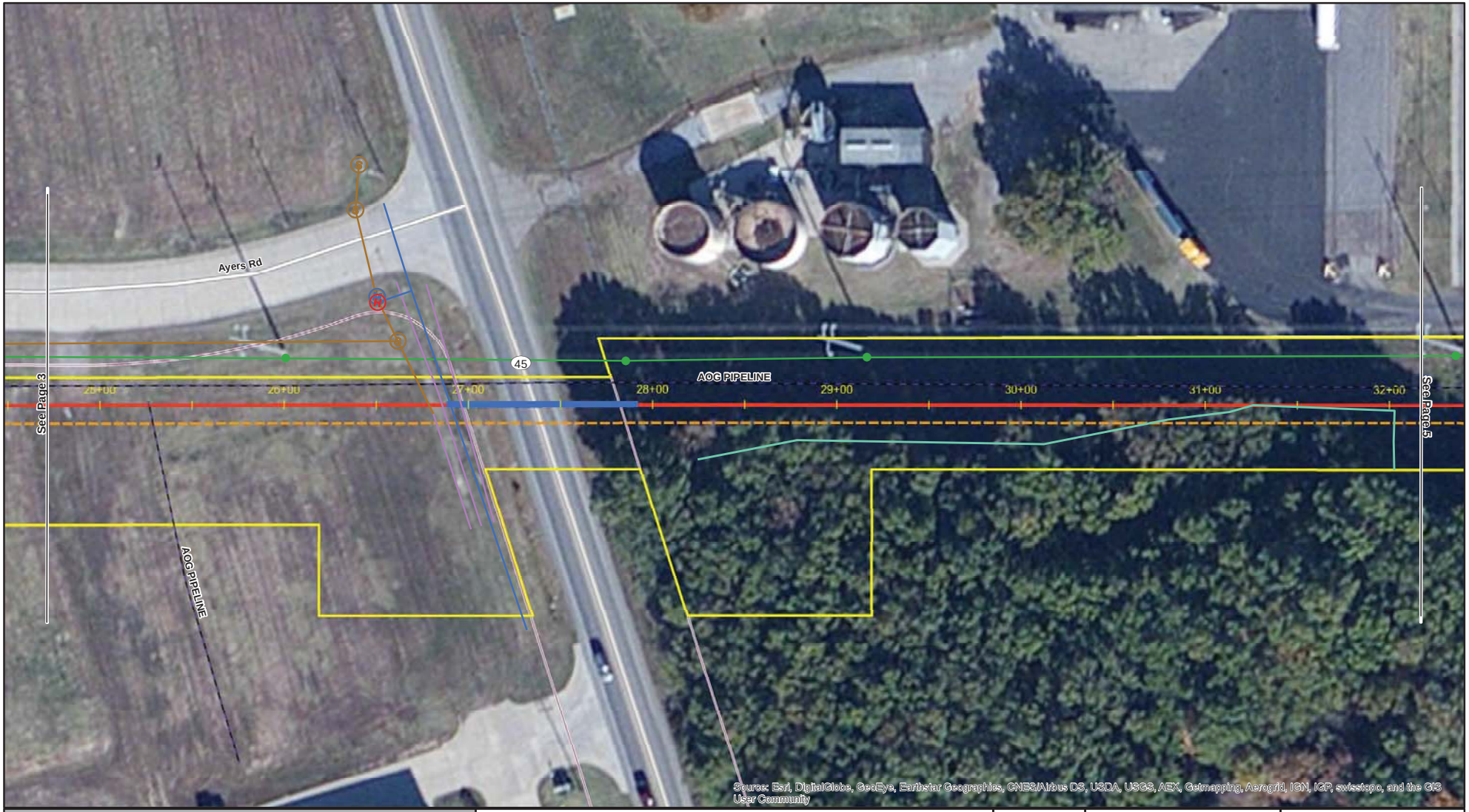

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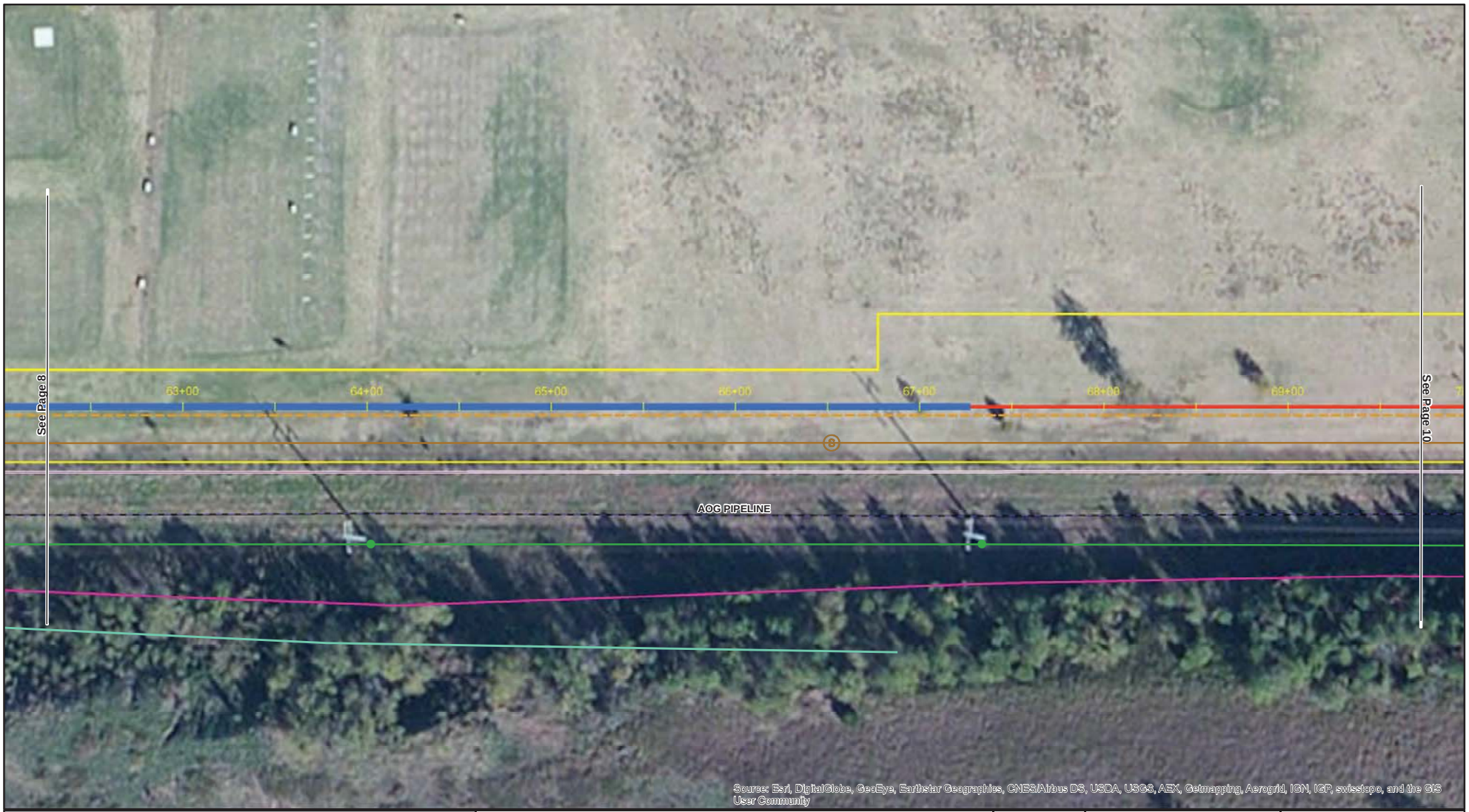

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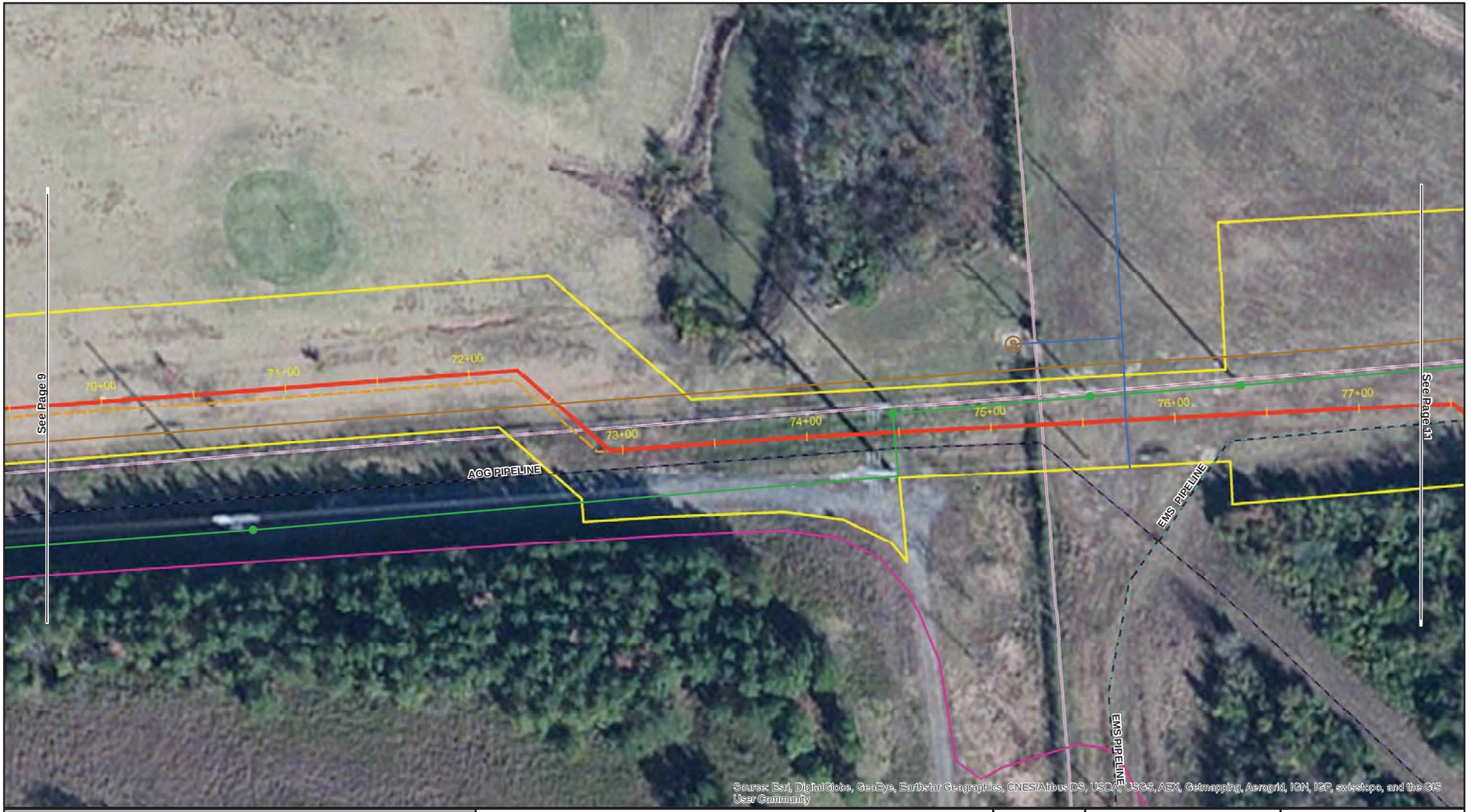

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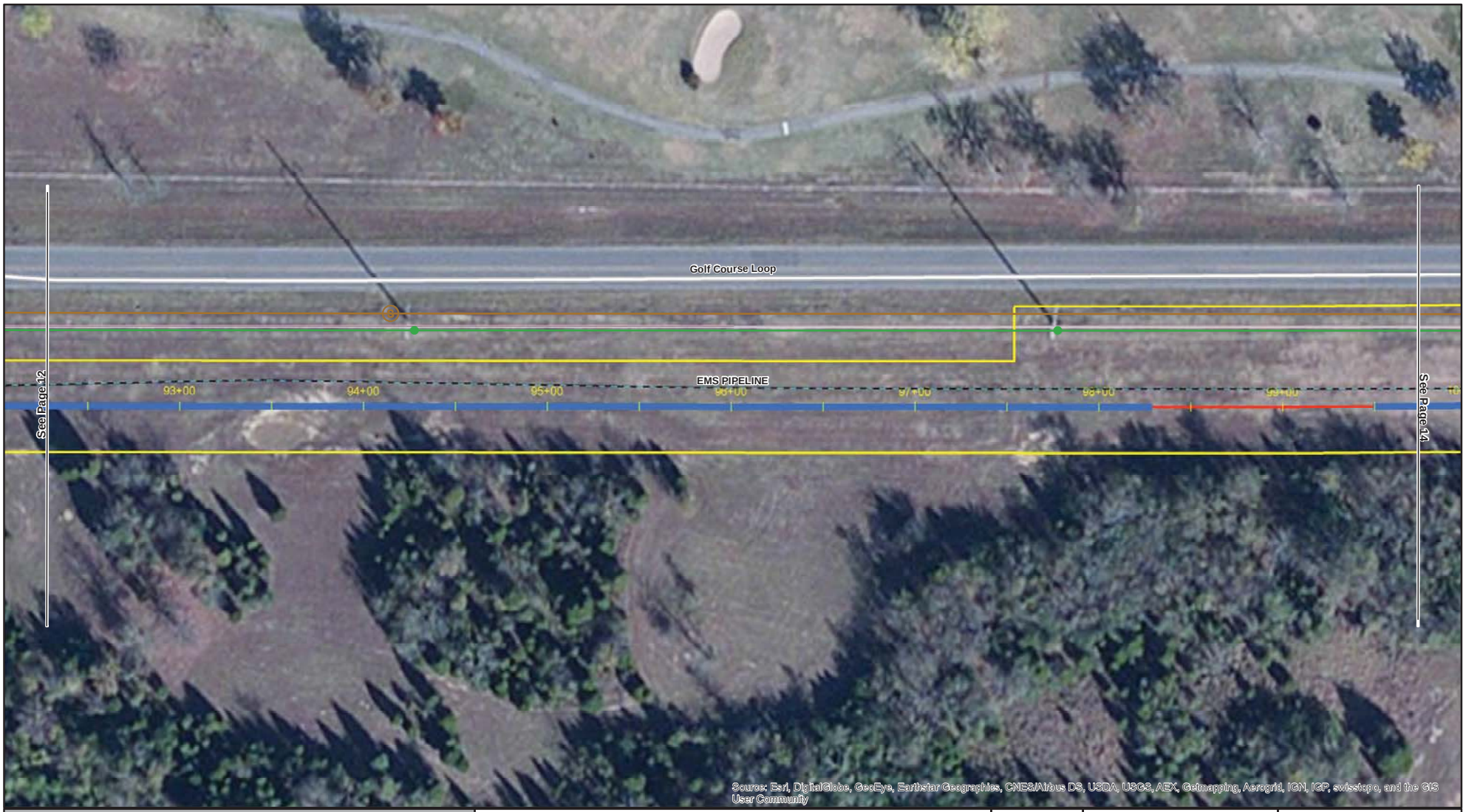

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MAGELLAN MIDSTREAM, LP
PROPRIETARY

Hatch Mott MacDonald
101 Crosley Street, West Monroe, LA 71291
Ph: (318) 329-0095 Fax: (318) 329-0096

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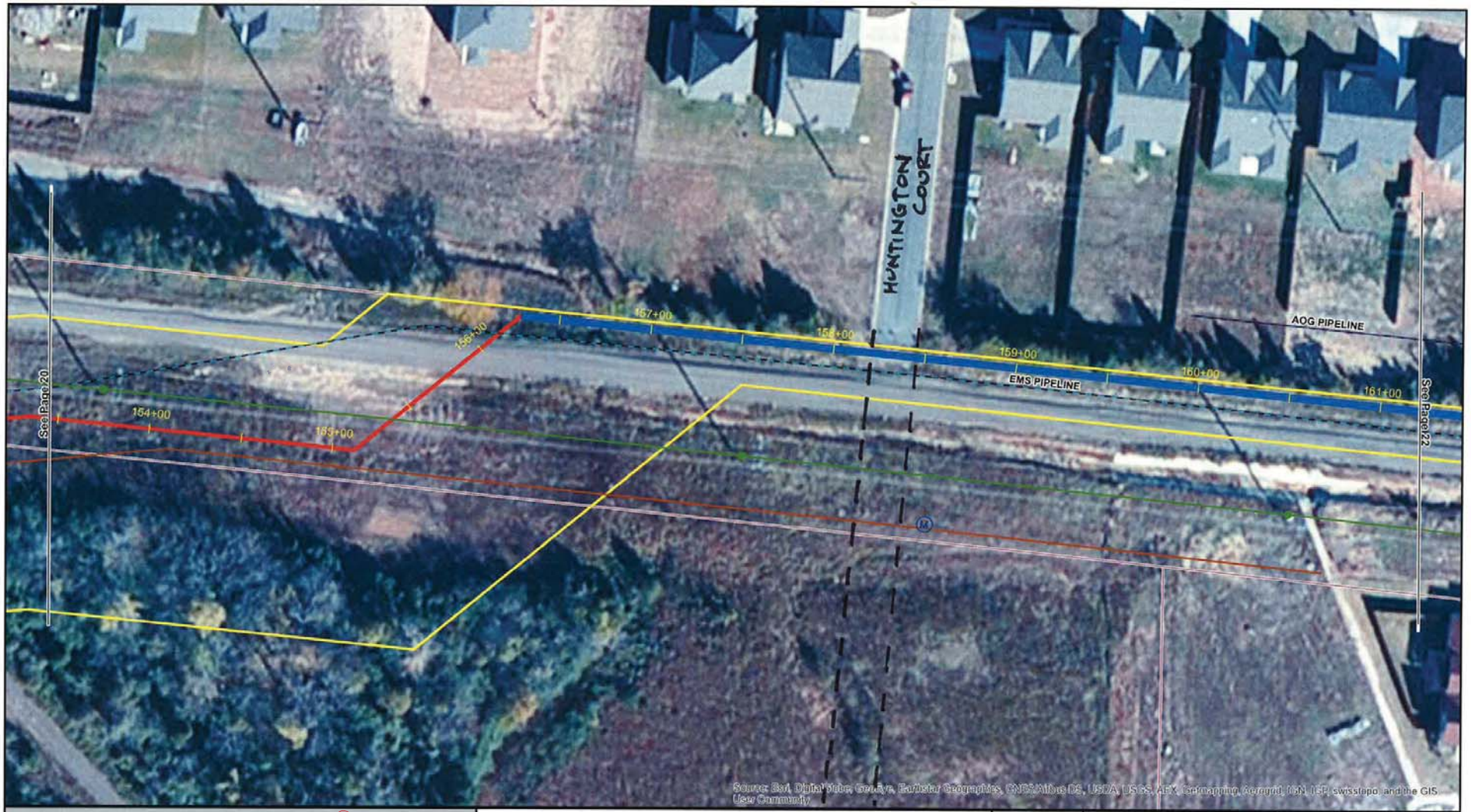

PROPOSED 12" PIPELINE
PROPOSED HDD
EASEMENT CENTERLINE
TEMPORARY ACCESS ROAD
CONSTRUCTION FOOTPRINT
ABANDONED PIPELINE
AOG PIPELINE
CPE PIPELINE
EMS PIPELINE
UNKNOWN PIPELINE
GUY ANCHOR
POWER LINE
SANITARY SEWER
STORM SEWER
TELEPHONE LINE
WATER LINE
FIBER OPTIC CABLE
TREE LINE
FIRE HYDRANT
GAS METER
POWER POLE
SANITARY SEWER
TELEPHONE PEDESTAL
WATER METER
WATER VALVE

MAGELLAN PIPELINE COMPANY, L.P.
FORT SMITH CONNECTOR
AERIAL MAP SERIES

50 25 0 50 100 FEET

N W E S

ABSOLUTE SCALE: 1:600

REFERENCE SCALE: 1 IN = 50 FT

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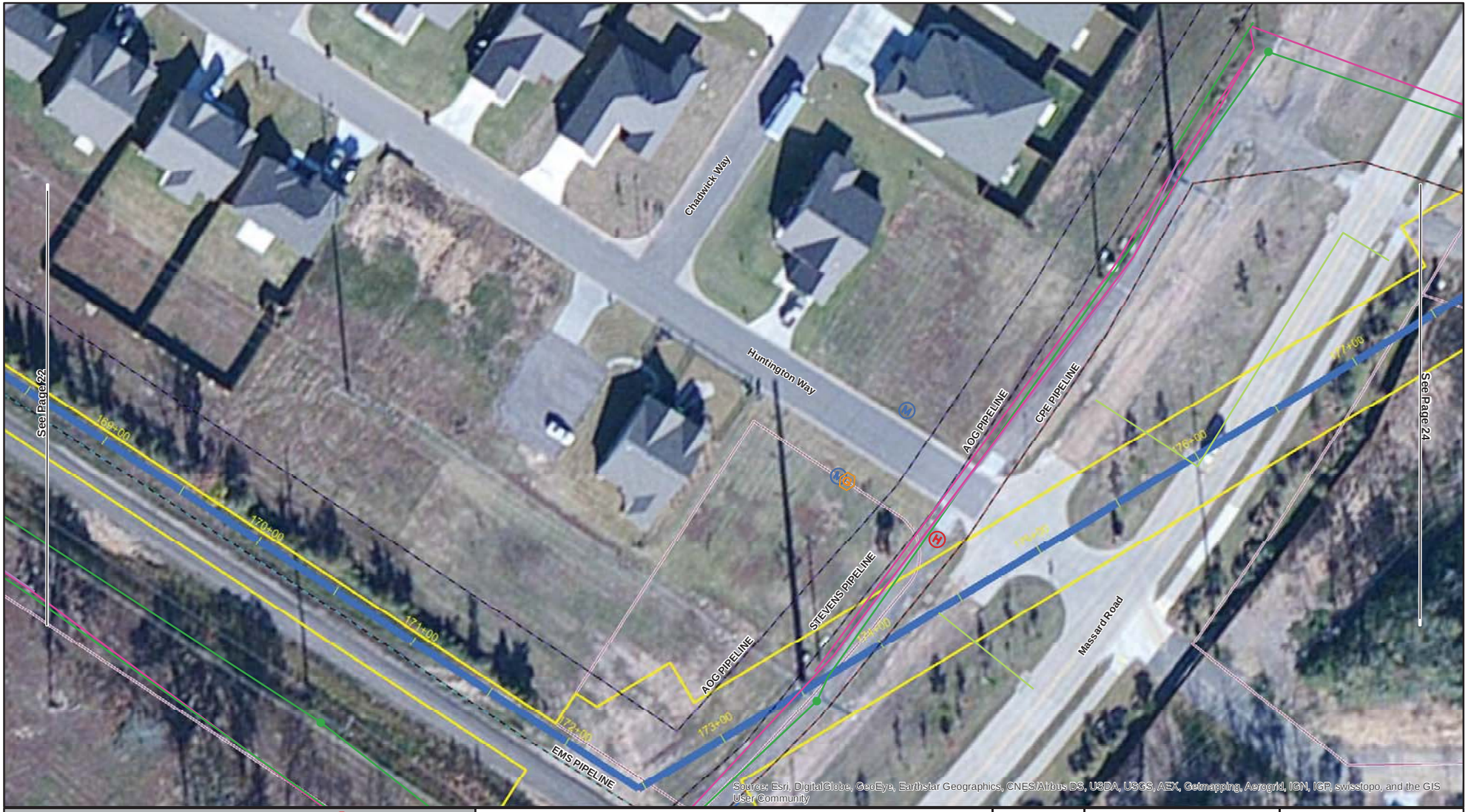

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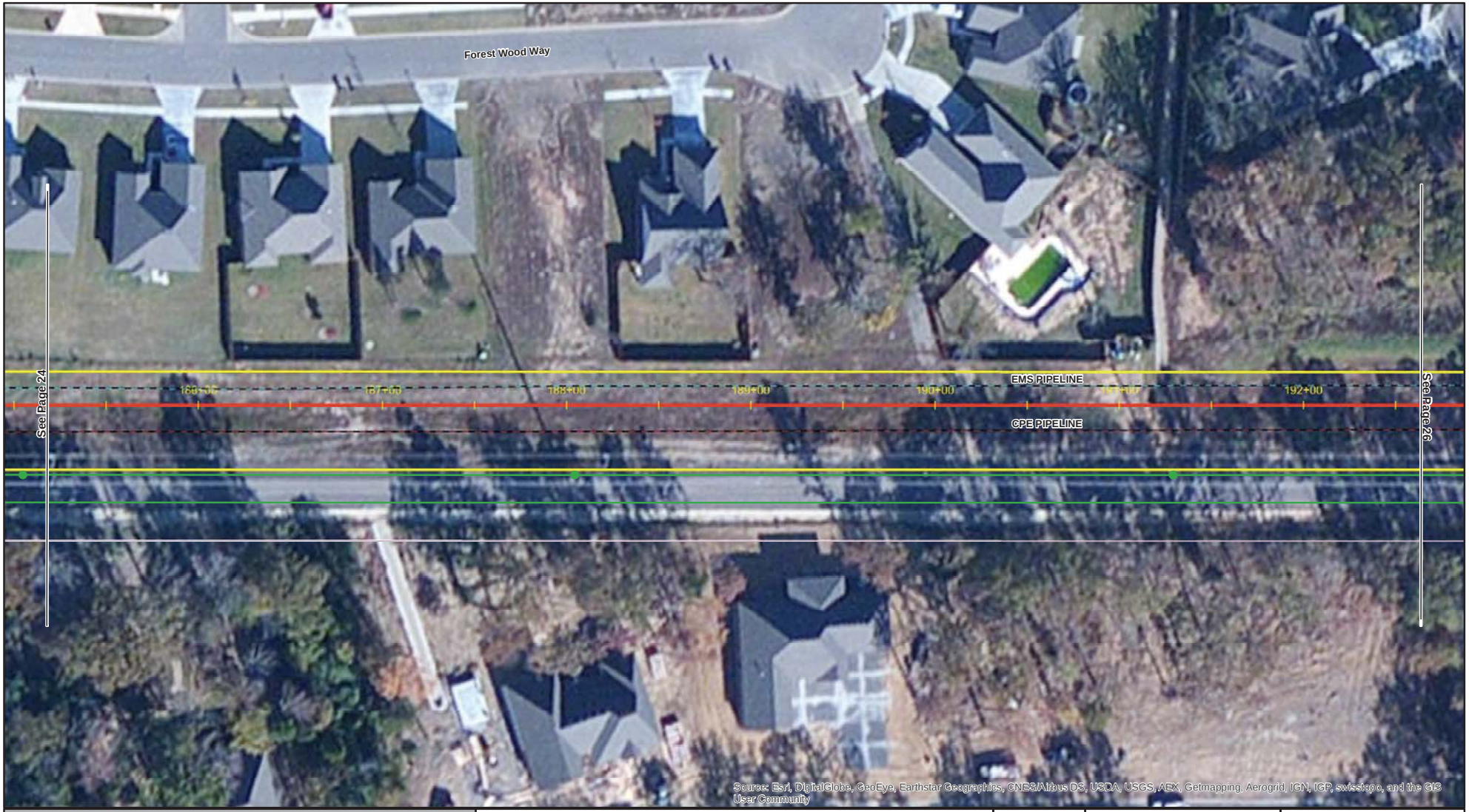

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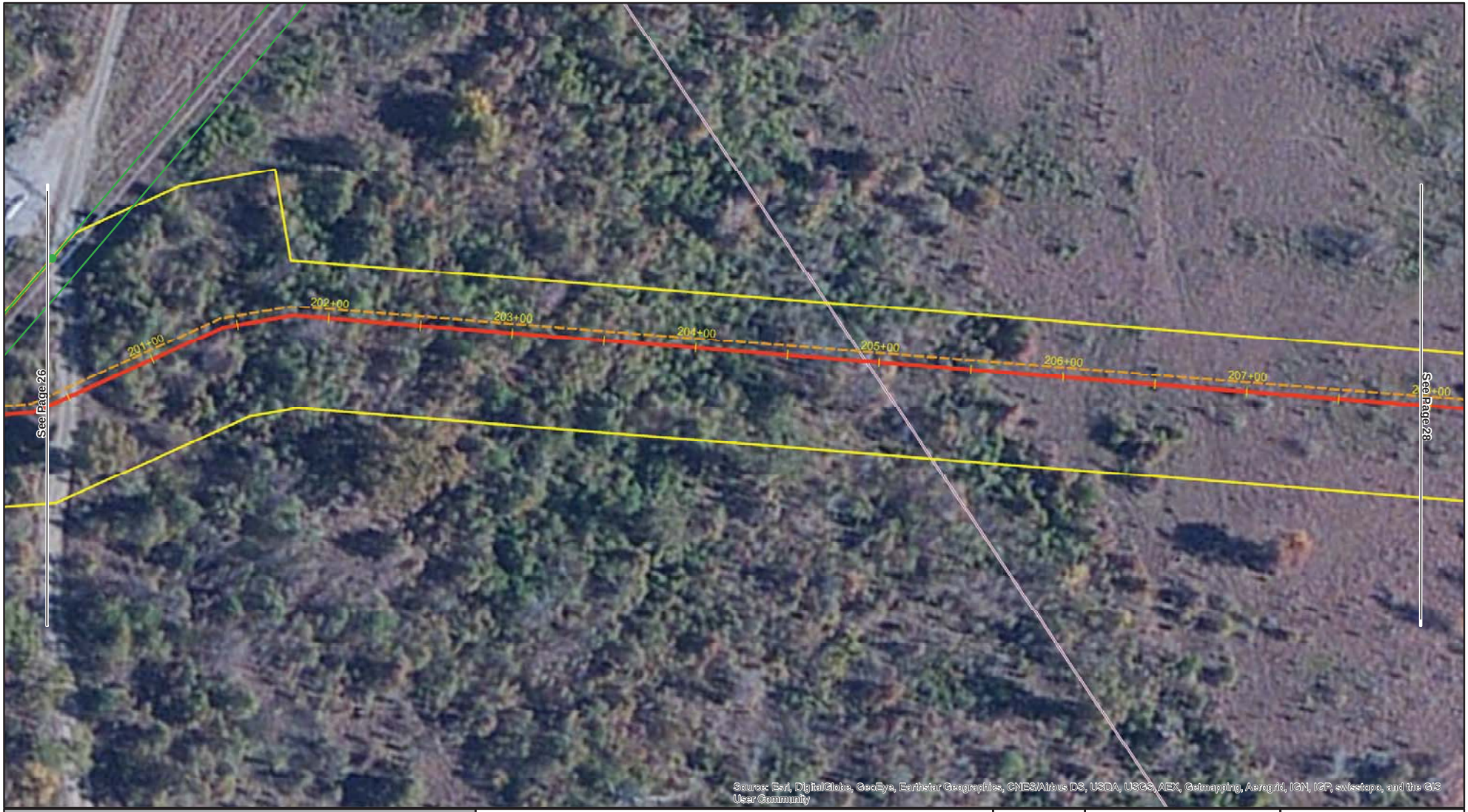

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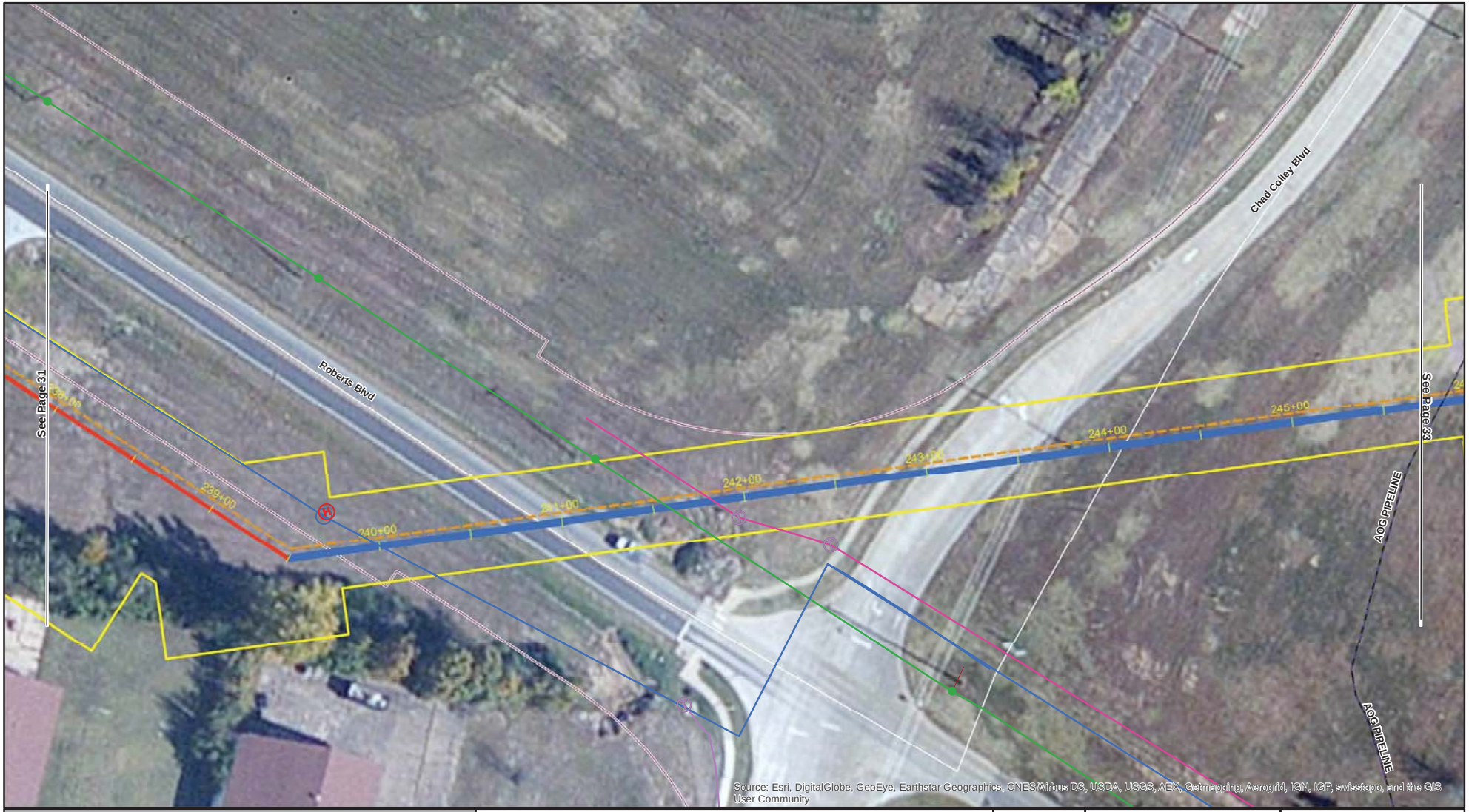

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MAGELLAN PIPELINE COMPANY, L.P.
FORT SMITH CONNECTOR
AERIAL MAP SERIES

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ABSOLUTE SCALE: 1:600
REFERENCE SCALE: 1 IN = 50 FT

MAGELLAN MIDSTREAM PARTNERS, L.P.

PRELIMINARY FOR REVIEW ONLY
MAGELLAN MIDSTREAM, LP
PROPRIETARY

Hatch Mott MacDonald
101 Crosley Street, West Monroe, LA 71291
Ph: (318) 329-0095 Fax: (318) 329-0096

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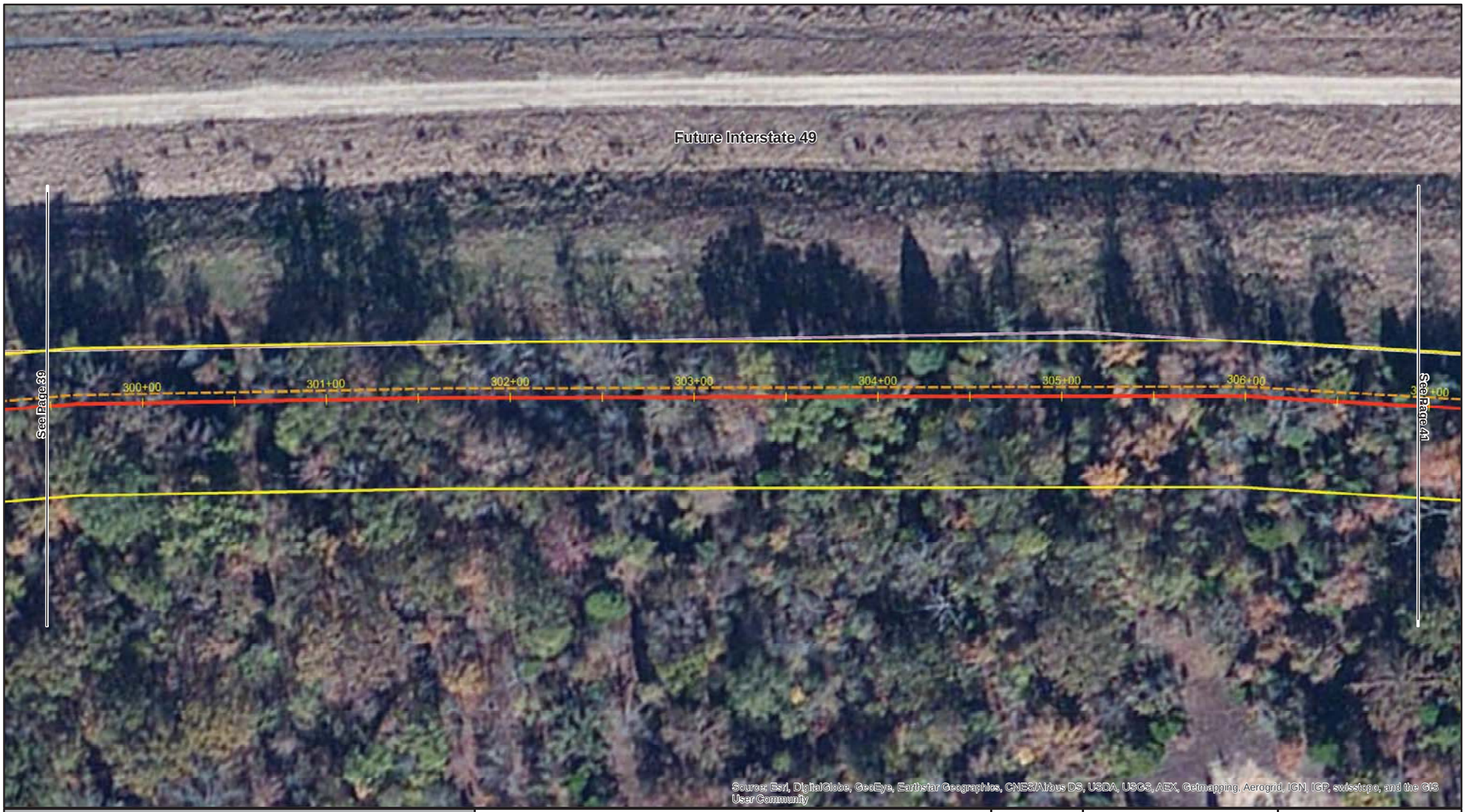

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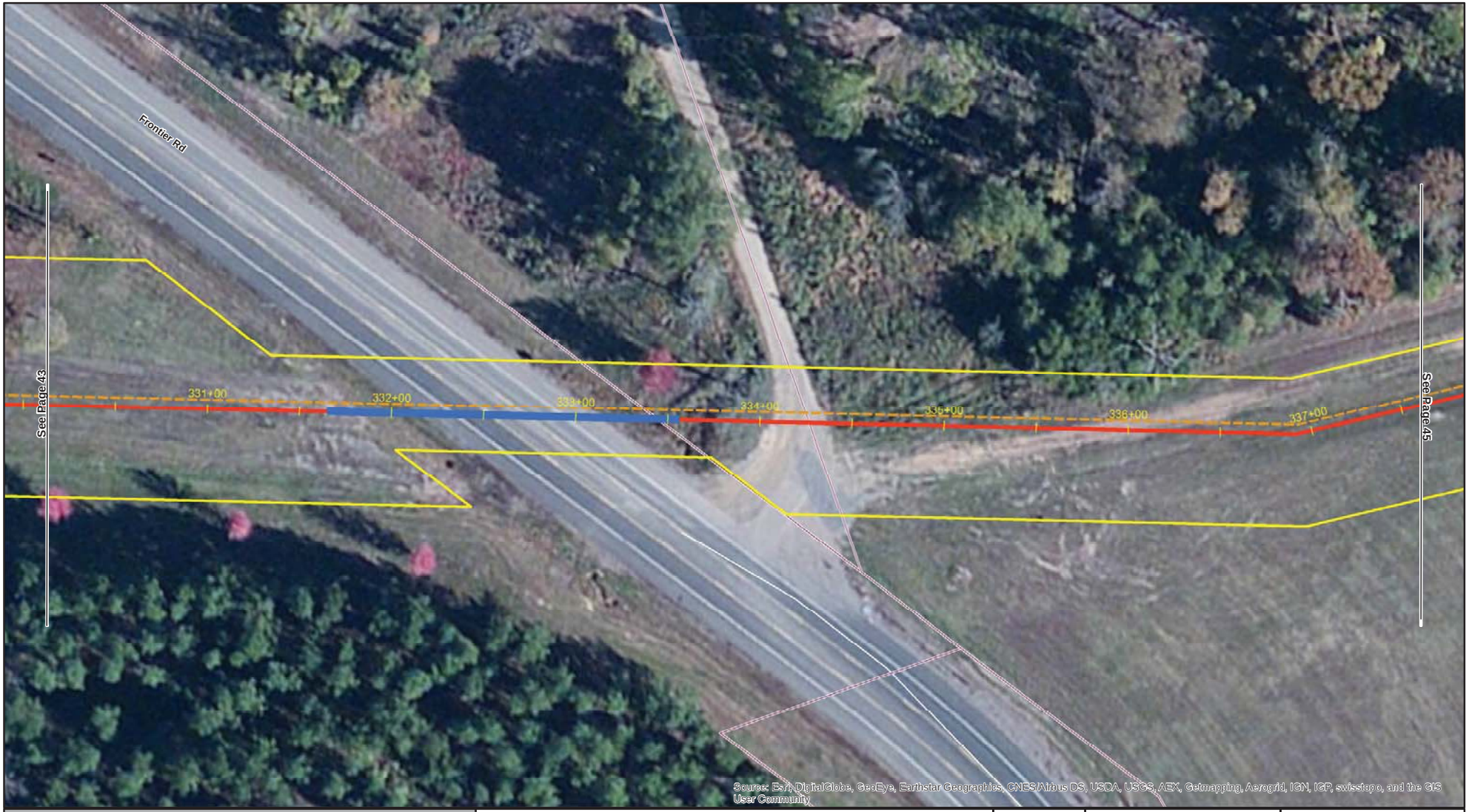

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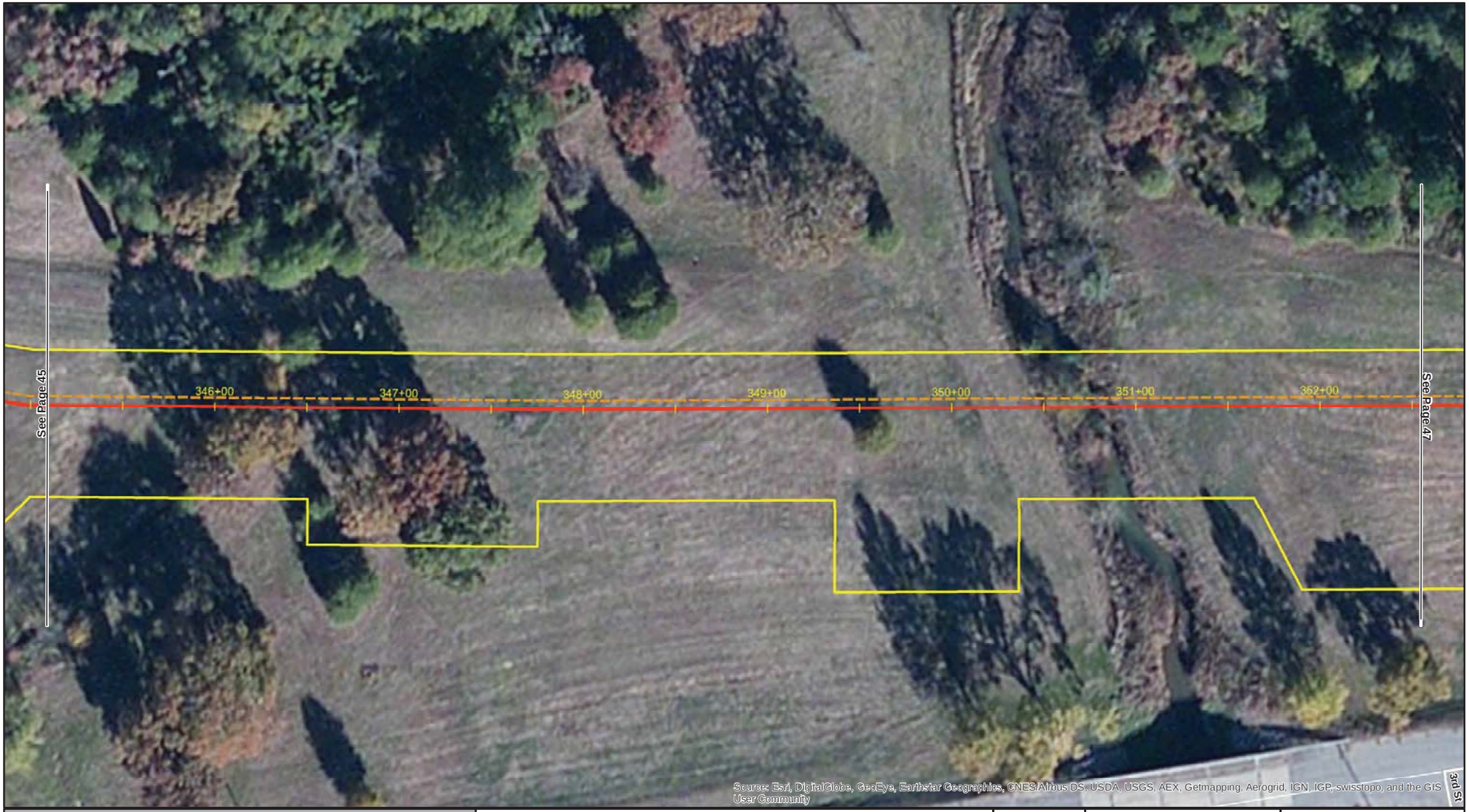

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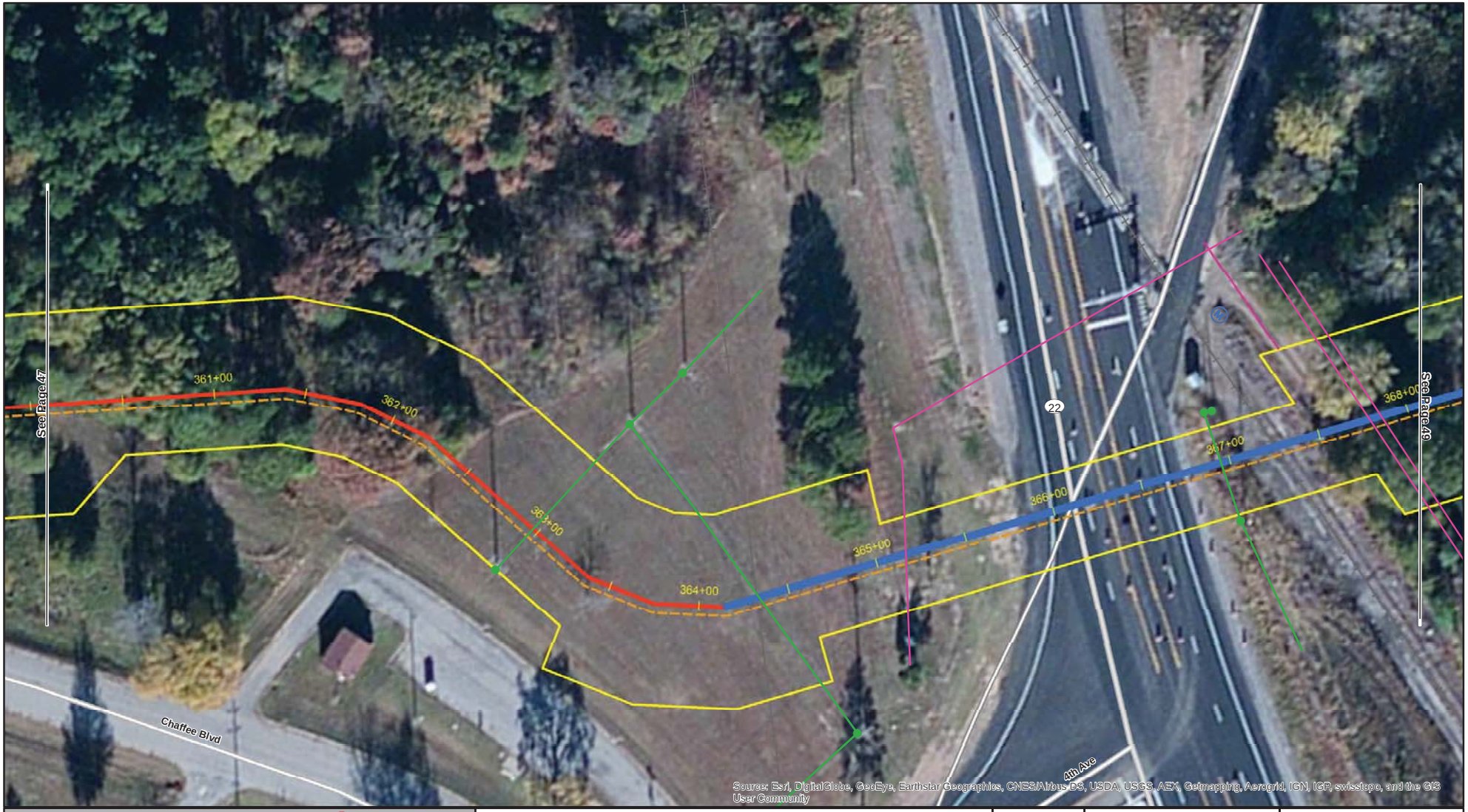

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Exhibit “C”

Magellan Agreement Conditions

1. All work within the City rights of way or easements which impact the pavement, city utility/drainage facilities and/or other public improvements shall be restored in accordance with the City of Fort Smith standard specifications and standard detail drawings. All disturbed areas shall be restored in a manner acceptable to the City.
2. The City shall be notified a minimum of one week prior to the commencement of any work, including clearing operations, for the installation of the pipeline. This information shall include the names and telephone numbers of the personnel responsible for the construction administration.
3. The personnel responsible for the construction administration shall be on site at all times work is in progress and shall be available on a 24 hour basis, in person or by telephone, to address any issues relative to the work.
4. Permittee is responsible for all construction traffic control. All traffic signing shall conform to the current edition of the Manual on Uniform Traffic Control Devices. Street closures must be coordinated with the Director of Engineering and require issuance of a street closure permit by the Fort Smith Police Department.
5. Permittee is responsible for the location and protection of all utilities in the work zone. Arkansas One-Call shall be notified prior to beginning work.
6. Construction storm water and erosion control permitting as required by EPA Storm Water Regulations and administered by the Arkansas Department of Environmental Quality (ADEQ) is the responsibility of the Permittee. Where ADEQ requires a Notice of Intent (NOI) or a Site Notice, a copy of the documentation shall be provided to the City.
7. Portions of the pipeline route are within state highway rights of way and are subject to permitting by the Arkansas State Highway and Transportation Department.
8. All franchise utilities shall be contacted for any comments they may have regarding the pipeline.
9. The proposed pipeline will cross numerous city water and wastewater lines and will need to be coordinated with the City’s Water and Wastewater Superintendent.
10. Special attention should be considered where the pipeline passes through any drainage way and ditches. Due to the erosion and washing out of the existing drainage ways and ditches the depth of these areas could leave the pipeline exposed.
11. The separation (minimum) between the pipeline and any water line may need approval from the Arkansas Department of Health.

5G

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT AGREEMENT WITH THE RIVER VALLEY SPORTS COMPLEX ADJUSTING PERFORMANCE PAYMENT SCHEDULE AND THE DATE OF COMPLETION

WHEREAS, the City of Fort Smith and the River Valley Sports Complex (the "Seller") entered into an Agreement Regarding Construction and Purchase of River Valley Sports Complex for the development of a tournament quality eight-field sports complex on city-owned real property in the Chaffee Crossing area of Fort Smith, such Agreement being effective March 4, 2014 and authorized by Resolution No. R-20-14; and

WHEREAS, such Agreement sets forth specific performance milestones for the disbursement of a maximum of $1.6 million from the City to the Seller, and sets a specific date for substantial completion of the project of June 10, 2015 with the project being ready for public use by July 1, 2015; and

WHEREAS, the City and the Seller have agreed to issue an Amendment Agreement in order to adjust the performance payment schedule and to establish a new date for completion.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas that the Mayor is authorized to execute the attached Amendment Agreement with the River Valley Sports Complex for the purpose of adjusting the performance payment schedule and the establishment of a new completion date of March 31, 2016.

This Resolution adopted this _____ day of May, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney, npr

AMENDMENT TO AGREEMENT REGARDING
CONSTRUCTION AND PURCHASE OF
RIVER VALLEY SPORTS COMPLEX

This Amendment Agreement made and entered into this _____ day of May, 2015 between the City of Fort Smith, Arkansas (the "City") and River Valley Sports Complex (the "Seller").

WHEREAS, the City and the Seller entered into the "Agreement Regarding Construction and Purchase of River Valley Sports Complex" for the development of a tournament quality eight-field sports complex on city-owned real property in the Chaffee Crossing area of Fort Smith, such Agreement being effective March 4, 2014 and authorized by Resolution No. R-20-14; and

WHEREAS, such Agreement sets forth specific performance milestones for the disbursement of a maximum of $1.6 million from the City to the Seller, and sets a specific date for substantial completion of the project of June 10, 2015 with the project being ready for public use by July 1, 2015; and

WHEREAS, the City and the Seller have agreed to amend the original Agreement by modifying the disbursement milestones and declaring a new date for substantial completion of the project,

NOW, THEREFORE, the Parties agree to and authorize this Amendment Agreement, which modifies performance milestones for payment disbursements and the date of substantial completion identified in the March 4, 2014 "Agreement Regarding Construction and Purchase of River Valley Sports Complex" as follows:

Section 1. The first two performance milestones have already been met, and the City has paid the Seller a $100,000 disbursement at the execution of the original Agreement as well as a $100,000 disbursement for the submission and approval of construction plans for the project.

Section 2. Upon completion of earthwork for one four-field complex, the City shall make a payment to the Seller in the amount of $125,000.

Section 3. Upon completion of earthwork for the second four-field complex, the City shall make a payment to the Seller in the amount of $125,000.

Section 4. Upon completion of concrete slabs for both concession buildings, the City shall make a payment to the Seller in the amount of $100,000.

Section 5. Upon getting the two concession buildings in the dry, including the completion of roof installation on both buildings, the City shall make a payment to the Seller in the amount of $100,000.

Section 6. Upon completion of both concession buildings, as evidenced by obtaining a Temporary Certificate of Occupancy from the city's Building Official, the City shall make a payment to the Seller in the amount of $50,000.

Section 7. Upon completion one four-field complex, including all playing surfaces and irrigation, the City shall make a payment to the Seller in the amount of $150,000.

Section 8. Upon completion the second four-field complex, including all playing surfaces and irrigation, the City shall make a payment to the Seller in the amount of $150,000.

Section 9. Upon completion of the surfaces for all common areas between and around the playing fields, the City shall make a payment to the Seller in the amount of $25,000.

Section 10. Upon setting of all poles for field lighting, the City shall make a payment to the Seller in the amount of $70,000.

Section 11. Upon completion of wiring and lights on one four-field complex, the City shall make a payment to the Seller in the amount of $65,000.

Section 12. Upon completion of wiring and lights on the second four-field complex, the City shall make a payment to the Seller in the amount of $65,000.

Section 13. Upon setting fences on the playing fields on one four-field complex, the City shall make a payment to the Seller in the amount of $80,000.

Section 14. Upon setting fences on the playing fields on the second four-field complex, the City shall make a payment to the Seller in the amount of $80,000.

Section 15. Upon completion of all other fencing, including any perimeter fencing, the City shall make a payment to the Seller in the amount of $40,000.

Section 16. Upon grading and paving of parking lots, including striping, the City shall make a payment to the Seller in the amount of $75,000.

Section 17. Upon completion of landscaping of parking islands, the City shall make a payment to the Seller in the amount of $25,000.

Section 18. Upon completion, acceptance, and final approval by the City, the City shall make a payment to the Seller in the amount of $75,000.

Section 19. Time. Seller agrees that the Sports Complex will be substantially completed by March 18, 2016. It is agreed that the Sports Complex will be fully developed and ready for use by March 31, 2016.

Section 20. The provisions herein are the only amendments to the Agreement Regarding Construction and Purchase of River Valley Sports Complex. All other provisions of said Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment Agreement is executed as of the date set forth above.

SELLER – RIVER VALLEY SPORTS COMPLEX

By: _____

Attest: _____

OWNER – CITY OF FORT SMITH, ARKANSAS

By: _____
Mayor

Attest: _____
City Clerk

Memo

To: Ray Gosack, City Administrator

From: Jeff Dingman, Deputy City Administrator

Date: 5/13/2015

Re: River Valley Sports Complex Agreement Amendment

As discussed at the May 12, 2015 study session, the River Valley Sports Complex developers have proposed an adjustment to the performance payment schedule and completion date for the project to build a tournament quality eight-field sports complex on City-owned property at Chaffee Crossing. The project was originally authorized in March, 2014 via Resolution No. R-20-14 and committed a maximum of $1.6 million to the project.

Attached is a Resolution authorizing the Mayor to execute an Amendment Agreement that modifies the performance payment schedule as requested by the RVSC and establishes a new completion date for the project of March 31, 2016. No additional funding is involved, the maximum cost to the City remains at $1.6 million, which is funded through the 1/8 – cent general sales and use tax that funds the Parks & Recreation Capital Improvement Program.

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

RESOLUTION NO. _____

RESOLUTION APPROVING THE BID FOR PURCHASE OF A DUMP TRUCK

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

The bid, as indicated by enclosure on the attached Bid Tabulation **04-27-15BA #5** for the purchase of a dump truck from Dunn Ford for $43,199.40, is accepted.

This Resolution adopted this _____ day of May, 2015.

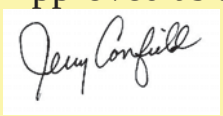
APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:



_____
No Publication Required

Inter office Memorandum

TO: Ray Gosack, City Administrator

FROM: Alie Bahsoon, Purchasing Manager AB

SUBJECT: Dump Truck Bid Approval

DATE: May 13, 2015

BID TAB: 04-27-15BA #5

Per your recommendation at the May 5th Board meeting, Bid #5 under Item 6C was removed from the agenda due to a bid irregularity. As you may recall, we discovered a pricing disparity between the 3 bids received and upon investigation, the lowest bidder, Randall Ford, inadvertently omitted the price of the dump body and simply wrote down the price for the chassis. I requested an updated price quote which was therefore submitted after the bid opening and after the bids had been published on the city's website in the board meeting packet.

Staff analyzed this bid irregularity and acknowledges that the bidder failed to write down the correct price on the bid document and technically did not meet specifications because it omitted the dump body. Although there seemingly was no ambiguity or uncertainty regarding the intended bid price, allowing a waiver of this irregularity and accepting the low bid would jeopardize the integrity of the city's bid process. The city's competitive bidding process is extremely structured with the intent to produce the lowest possible price and is also designed to provide competing bidders with a fair, level playing field. By accepting the lowest bid, it would be deemed "unfair and inconsistent" with our procurement procedures.

I am therefore recommending that the Board accept and approve the second lowest bid submitted by Dunn Ford of Stigler, Oklahoma in the amount of $43,199.40. The purchase of this truck will replace a 1994 GMC Sierra C7000 dump truck for the Street Maintenance Department. Funding for this purchase is available and has been appropriated for in the 2015 Budget.

Please let me know if you should have any questions.

CITY OF FORT SMITH
2015 FLEET BID TABULATION NO. 04-27-15BA #5

BID	**Breeden Dodge** **Ft. Smith, AR**	**Dunn Ford** **Stigler, OK**	**Randall Ford** **Ft. Smith, AR**
5	Yr: 2015 Make: RAM Model: 3500 Dump Bed: Cadet Cost: $44,029 Del. 60-75 days	Yr: 2016 Make: Ford Model: F350 Dump Bed: Cadet Cost: $43,199.40 ✓ Del. 60-90 days Street Maintenance (Program 5304) Budgeted: $40,000 (balance to be supplemented from Sinking Fund)	Yr: 2016 Make: Ford Model: F350 Dump Bed: Cadet Cost: $40,256 * Del. 60-90 days

✓ Recommended bid award

* Bid rejected due to bid irregularity; original bid submitted for $31,797 did not include pricing for the dump bed; revised bid of $40,256 was re-submitted after bid opening

Bid #5: 1 Ton Single Cab Truck, Long Chassis, Dual Rear Wheels, Flat Dump Bed Qty. 1

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH WEBSTER UNIVERSITY FOR SPACE ON THE LOWER LEVEL OF THE CONVENTION CENTER ANNEX

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

The Mayor is authorized to execute the attached lease with Webster University for a portion of the lower level of the Convention Center Annex, located at 801 Carnall Avenue, Fort Smith, AR 72901. The space to be leased shall be used as offices and classrooms for the Fort Smith Campus of Webster University for the period of June 1st, 2015 through May 31st, 2016.

THIS RESOLUTION ADOPTED this _____ day of May, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____NPR

Lease Agreement

This Lease Agreement executed on this _____ day of May, 2015, between the City of Fort Smith, Arkansas, LESSOR, and Webster University, 470 East Lockwood Avenue, St. Louis, MO 63119-3194, LESSEE, witness:

1. The primary term of this Agreement shall be for a period of one (1) year, commencing effective June 1st, 2015, and continuing through May 31st, 2016.

2. The LESSOR hereby leases to the LESSEE, at the rental rate of $2,070.00 per month, the following property of the City of Fort Smith, Arkansas: a portion of the lower level of the Convention Center Annex, located at 801 Carnall Ave, Fort Smith, AR 72901.

3. The LESSEE shall use said premises solely for offices and classrooms of Webster University – Fort Smith Campus.

4. The LESSOR agrees to provide space for two classrooms and a computer lab. LESSOR shall provide all utilities, excepting telephone and Internet services, and shall include janitorial services in the price of the lease. LESSEE will provide and pay for its own telephone and Internet service. LESSEE shall obtain the prior written approval of the City Administrator for all installations of fixtures and all interior or exterior modifications to the premises. LESSEE shall, at its expense, maintain the center in good and reasonable repair, ordinary wear and tear excepted.

5. The LESSEE hereby releases the City of Fort Smith from all liability which might arise out of its use of the said premises and hereby agrees to indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on the civil rights and anti-discrimination statutes of the United States and the State of Arkansas), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City property, and the cost of liabilities (including the City's cost with respect to its employees and of defending any and all such actions and proceedings described herein)) arising out of or pertaining to the providing of services hereunder by the LESSEE.

6. The LESSEE shall not sub-lease said property without the prior express written permission of the City Administrator.

7. It is agreed by the LESSEE that the LESSOR shall have the right, at all reasonable times, to inspect the facilities and programs being provided by the LESSEE under this Agreement. After inspection or investigation, the LESSOR shall have the right to notify the LESSEE, in writing, of any deficiencies in the program and/or facilities provided under this Agreement, and, if such deficiencies are not cured to LESSOR's sole satisfaction within thirty (30) calendar days from the date of such written notice, LESSOR shall have the absolute right to terminate this Agreement immediately.

Furthermore, the LESSOR in its sole discretion shall have the right to cancel this Agreement upon the happening of any of the following:

a. Any substantial damage to or destruction of the leased facilities by fire, wind, or other casualty; or

b. A determination by the Board of Directors of the City of Fort Smith that the purpose for which the facility was provided by LESSOR is no longer being adhered to; or

c. A determination by the Board of Directors of the City of Fort Smith that the LESSEE, its employees or agents, in the providing of the services in the leased facilities, have violated the LESSOR's policy against discrimination on the basis of age, sex, religion, national origin, political affiliation, handicap, veteran status, or have violated the LESSOR's policy in favor of a drug-free work place.

Termination of cancellation of this Agreement by the LESSOR prior to the end of the term of the Agreement shall require the approval of the Board of Directors of the City of Fort Smith.

8. The LESSEE may cancel this Agreement upon thirty (30) days written notice to LESSOR.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date first set forth above.

WESTER UNIVERSITY

By: _____

Title: _____

CITY OF FORT SMITH, ARKANSAS

_____

Sandy Sanders, Mayor

RESOLUTION NO._____ 5 J

RESOLUTION AUTHORIZING AMENDMENT NUMBER TWO TO AUTHORIZATION NUMBER TWO WITH HAWKINS-WEIR ENGINEERS, INC., FOR ENGINEERING SERVICES FOR THE MILL CREEK INTERCEPTOR IMPROVEMENTS – PHASE II

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

SECTION 1: Amendment Number Two to Authorization Number Two under the agreement with Hawkins-Weir Engineers, Inc., providing engineering construction phase services for the Mill Creek Interceptor Improvements – Phase II, Project Number 12-12-EC1, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute Amendment Number Two in the amount of $41,000.00, for construction phase services, adjusting Authorization Number Two to an amount of $274,000.00.

This Resolution adopted this_____day of May 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator **DATE:** May 11, 2015

FROM: Steve Parker, Director of Utilities

SUBJECT: Mill Creek Interceptor Improvements – Phase II
Project Number 12-12-EC1

Hawkins-Weir Engineers, Inc., has requested an Amendment Number Two to their construction phase services authorization for the Mill Creek Interceptor Improvements – Phase II, Project Number 12-12-EC1 in the amount of $41,000.00. This second amendment is being requested due to the contractor's continuing delay in completing the project. An Amendment One was approved earlier based on the contractor's anticipated project completion by March 27th.

The contractor reached substantial completion on May 6th, 56 days past the earlier estimated substantial completion date. The contractor now has until June 5th to reach final completion. Once final completion is achieved, an evaluation will be made to determine how much of the extended construction time was the result of adverse weather or other allowable delay. The remaining days will be subject to the assessment of liquidated damages as provided by the contract documents.

The attached Resolution authorizes Amendment Two to Authorization Two in the amount of $41,000.00 for construction phase services and adjusts the overall cost of construction phase services to $274,000.00. Funding for this contract adjustment is available from the 2014 sales tax and use tax bonds issued for continuation of wet weather sewer improvements.

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

attachment

pc: Jeff Dingman

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT GRANTING THE USE OF CITY OWNED PROPERTY

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

The Mayor is hereby authorized to execute the attached Lease Agreement between the City of Fort Smith and Pajaro Gun Club, Inc., granting a lease for a 97 acre parcel of City-owned property located at I-540 and Highway 271.

This Resolution adopted this _____ day of _____, 2015.

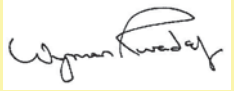
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____
No Publication Required

Responsible Environmental Management
Fort Smith Department of Sanitation

MEMORANDUM

May 15, 2015

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

Subject: Pajaro Gun Club Lease

On May 1, 1990, the City of Fort Smith entered into a lease agreement with the Pajaro Gun Club, Inc. for the former 97 acre landfill site located at 802 Old Highway 271. The term of the lease agreement was 25 years, expiring on April 30, 2015. The club has since utilized the property for shotgun shooting sports which include trap, skeet, and sporting clays (handgun/rifle shooting is not permitted). During the term of the lease, Pajaro has made capital improvements on the property such as the addition of a clubhouse, a covered meeting/storage area, and miscellaneous improvements to the shooting areas such as trap/skeet houses and concrete walkways.

Due to the long term use of the property for sport shooting and the accumulation of lead shot on the property, a phase I environmental site assessment (ESA) was conducted. As a result of the ESA, the proposed agreement was modified to include the following amendments:

- The term of the agreement was reduced from 25 years to 10 years.
- Cleanup of existing lead shot by a professionally licensed lead reclamation contractor is required within 1 year of execution of a new agreement. Subsequent cleanups will be based on the United States Environmental Protection Agency's (U.S. EPA) "Best Management Practices for Lead at Outdoor Shooting Ranges".
- The minimum general liability insurance requirement was increased from $1 million to $2 million.
- Burning on the property is not permitted. Pajaro had previously burned cardboard boxes resulting from their operations. They will be required to contract with the Department of Sanitation to allow for proper solid waste disposal and recycling of the cardboard.
- Pajaro is required to contract with a certified environmental professional specializing in explosive gas monitoring to conduct inspections of all enclosed structures on the leased property due to the possibility of methane migration resulting from the old landfill site.

Over the last 15 years, Pajaro has paid an annual lease of $2,000 per year. It is difficult to accurately reflect market rent on property that contains an U.S. EPA pre-subtitle D landfill. Upon speaking to a local appraiser, it was recommended that the lease payment remain unchanged due to the benefits the City receives from the property being occupied (e.g. less

trespassing/encroachment, illegal dumping, etc.). Staff accepted the recommendation considering the additional environmental responsibilities being bestowed upon Pajaro.

Submitted for Board consideration is the revised lease agreement with Pajaro Gun Club, Inc. Staff recommends the agreement be accepted and approved by Resolution.

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

LEASE AGREEMENT

This Lease Agreement executed this 15 day of May, 2015, between the City of Fort Smith, Arkansas (hereinafter "Fort Smith"), and Pajaro Gun Club, Inc., a non profit Corporation (hereinafter "Gun Club"), Fort Smith and the Gun Club are sometimes referred to by the term "Party," and they are sometimes referred to collectively as the "Parties."

In exchange of the mutual considerations agreed to herein, the Parties enter into this Lease Agreement.

I.

Fort Smith hereby lets and leases to the Gun Club and the Gun Club takes and leases from Fort Smith an approximate 97 acre parcel of property lying in the Greenwood District of the County of Sebastian of the State of Arkansas, to wit:

A PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 32 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, THENCE NORTH 00 DEGREES 29' 52" EAST A DISTANCE OF 2,646.25 FEET, THENCE SOUTH 89 DEGREES 57' 04" EAST A DISTANCE OF 1,635.31 FEET TO THE CENTERLINE OF A POWER TRANSMISSION LINE, THENCE SOUTH 00 DEGREES 32' 57" EAST ALONG THE CENTERLINE OF SAID POWER LINE A DISTANCE OF 2,195.17 FEET, THENCE SOUTH 32 DEGREES 31' 30" EAST ALONG THE SAME POWER LINE A DISTANCE OF 210.18 FEET, THENCE SOUTH 00 DEGREES 29' 52" WEST 274.01 FEET, THENCE NORTH 89 DEGREES 57' 04" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 A DISTANCE OF 1,789.94 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT ALL PUBLIC ROADS;

and

A PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 32 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: A TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 17, THENCE NORTH 00 DEGREES 29' 52" EAST A DISTANCE OF 2,646.25 FEET, THENCE SOUTH 89 DEGREES 57' 04" EAST A DISTANCE OF 1,351 FEET TO THE POINT OF BEGINNING; THENCE 30 FEET EITHER SIDE OF THE LINE RUNNING NORTH 00 DEGREES 29' 52" EAST A DISTANCE OF 442.8 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH FRONTAGE ROAD ALONG U.S. HIGHWAY 271- ARKANSAS 1-540,LESS **AND** EXCEPT a five (5) acre tract described as:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 32 WEST, SEBASTIAN COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4; THENCE NORTH 00°13'43" WEST, 2,646.65 FEET ALONG THE WEST LINE OF SAID SE 1/4 TO THE NORTHWEST CORNER OF SAID SE 1/4;THENCE SOUTH

89°46'29" EAST, ALONG THE NORTH LINE OF SAID SE 1/4, 1,415.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°46'29" EAST, ALONG THE NORTH LINE OF SAID SE 1/4, 254.31 FEET TO THE CENTERLINE OF AN EXISTING POWER TRANSMISSION LINE; THENCE SOUTH 00°32'57" EAST, 733.08 FEET ALONG SAID CENTERLINE; THENCE NORTH 89°46'29" WEST, 360.43 FEET; THENCE NORTH 28°08'54" EAST,58.27 FEET; THENCE NORTH 06°00'00" EAST, 685.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY PUBLIC ROAD RIGHTS-OF-WAY AND TO ANY EASEMENTS OF RECORD (the "Leased Property").

The Leased Property is accepted by the Gun Club in its current condition "as is" and without warranty, express or implied, by Fort Smith. The Parties acknowledge the Gun Club has been in possession of the Leased Property for twenty-five (25) years pursuant to a Lease Agreement dated May 1, 1990. The Parties acknowledge the Leased Property was used by a former owner as a site for the storage of explosives and was used by Fort Smith as a site for a sanitary landfill.

II.

The term of the Lease Agreement shall be ten (10) years.

III.

During lease term, the Gun Club shall pay to Fort Smith an annual rental and lease payment in the amount of $2,000.00. The annual payment for the first year of the lease term shall be delivered with the executed lease on or before May 1, 2015. Subsequent annual payments shall be delivered to the Finance Department of Fort Smith on or before May 10 of each year of the lease term.

IV.

The Gun Club shall use the Leased Property solely for the purpose of activities associated with the sport of skeet, trap and sporting clays shooting including without limitation associated parking and viewer observation of the Gun Club activities. No portion of the Leased Property shall be used for a purpose other than specifically described herein.

V.

The Gun Club agrees that the cost of any and all improvements to the Lease Property desired by the Gun Club shall be borne by the Gun Club. In advance of making any improvement, the plans for the proposed improvements must be submitted in writing for review and shall be subject to approval by the Fort Smith City Administrator or his designated agent. The Gun Club further agrees to maintain the Leased Property, access to the Lease Property and all improvements on the Leased Property in a good and reasonable manner.

VI.

The Gun Club hereby releases Fort Smith from any and all liability which might arise out of the use of the Leased Property by the Gun Club, its members, its guests and other users of the Leased Property. The Gun Club shall indemnify and hold harmless Fort Smith, its directors, administrators and employees, from and against all damages, liabilities, costs, expenses, claims and/or judgment, including without limitation reasonable attorney's fees and costs and disbursements for litigation expenses, that Fort Smith or any of them may suffer or incur or that may arise directly or indirectly from the Gun Club's use of the Leased Property.

The Gun Club shall obtain and keep in effect during the term of this Lease Agreement one or more policies of liability insurance with minimum policy limits of $2,000,000 which provide coverage of the indemnity obligation set forth in this paragraph and which provides coverage for asserted environmental effects resulting from the operations of the Gun Club on the Leased Property.

VII.

The Gun Club shall conduct no open burning (of trash or otherwise) on the Leased Property. The Gun Club shall contract with the Department of Sanitation of the City of Fort Smith for waste collection services for the Leased Property.

VIII.

(a) The Gun Club shall contract with a certified environmental professional specializing

in explosive gas monitoring to conduct inspections of all enclosed structures located on the Leased Property. The facility shall monitor for concentration of methane (CH4) and oxygen (O2) levels on a quarterly basis. The concentration of methane detected within the facility's structures shall be less than twenty five percent (25%) of the lower explosive limit (LEL). The results of monitoring shall be submitted to the City of Fort Smith Department of Sanitation no later than ten (10) days of receipt of the monitoring report by the Gun Club. If the monitoring results indicate that methane concentrations are greater than 25% of the LEL, the City of Fort Smith Department of Sanitation shall be contacted immediately.

(b) Gun Club has adopted and agrees to comply with the Best Management Practices for Lead at Outdoor Shooting Ranges, United States Environmental Protection Agency (EPA-902-B-01-001 Revised June 2005).

(c) In consideration of the use of the Leased Property for the sport of skeet, trap and sporting clays shooting, the Gun Club shall contract with a licensed, fully bondable, and insured environmental firing range lead reclamation contractor to perform an initial cleanup of lead shot from the Leased Property, with the initial cleanup to occur within one year of the execution of this Agreement. Thereafter, lead shot removal will be performed based on the Best Management Practices referenced in (b) above. Within thirty (30) days of completion, the Gun Club shall advise in writing the Director of the Department of Sanitation of Fort Smith of the completion of the lead shot cleanups.

IX.

Fort Smith reserves the right for its authorized agents and employees to have access to the Leased Property at all reasonable times. Except in the event of an emergency and only to protect public health, safety and welfare, Fort Smith shall not unreasonably interfere with the authorized activities of the Gun Club on the Leased Property. Fort Smith may cancel this lease for any reason associated with public health, safety and welfare, specifically including, without limitation, any environmental mandate applied by federal or state agency with reference to the Leased Property, after first issuing to the Gun Club written notice at least sixty (60) days prior to the cancellation of the lease.

X.

This lease is subject to cancellation by Fort Smith due to violation of the terms of the Lease Agreement by the Gun Club. Cancellation shall occur only after Fort Smith has complied with the following procedures. In the event of non payment of rental, Fort Smith shall have the right of cancellation only after delivery of written notice of non payment to the Gun Club and failure of the Gun Club to pay the required rental within ten (10) days of receipt of the notice. With reference to any other breach of the terms of the Lease

Agreement by the Gun Club, and with reference to any purported breach of the Lease Agreement by Fort Smith, the Parties agree that the following procedures shall apply. The party contending that the other has breached a provision of this Lease Agreement shall provide written notice of the asserted breach to the other party. The City Administrator on behalf of Fort Smith and a designated officer of the Gun Club on behalf of the Gun Club shall respond in writing to any received assertion of breach of the provisions of the Lease Agreement within ten (10) days of date of receipt thereof. If the writings between the Parties do not resolve the issues, the City Administrator, on behalf of Fort Smith, and the designated officer of the Gun Club shall meet and discuss the purported breach. The meeting shall occur within thirty (30) days of the date of delivery of the initial assertion of breach of this Lease Agreement. If the dispute is not resolved by this process, either party reserves the right to seek an appropriate remedy from the Circuit Court for the Fort Smith District of Sebastian County, Arkansas. Fort Smith's right of cancellation may be exercised after following the foregoing procedure. The procedures of this paragraph are not a limitation on the procedures set forth in paragraph IX above.

XI.

Waivers, Modifications, Remedies. No failure or delay by a Party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated (unless otherwise provided hereunder) except by an instrument in writing signed by the Party against whom the enforcement of the change, waiver or termination is sought.

XII.

Severability of Provisions. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

XIII.

Notices. Notices and all other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective on the date on which such communications are delivered by personal delivery, by facsimile transmission (with telephonic confirmation of receipt), DHL, Federal Express or other similar courier service or by the United State Postal Service or its successor after being deposited with the United States Postal Service as Express Mail or as registered or certified matter, postage prepaid, return receipt requested, addressed to the parties at the

addresses specified below, or at such other address as the party to whom the notice is sent has designated. All such communications shall be deemed to have been received by the intended recipient (i) in the case of courier services, on the next Business Day after deposit with such courier service with a request for next day service; (ii) in the case of a facsimile transmission, on the Business Day such transmission was sent, or if not a Business Day or if transmitted after 4:00 p.m. local time, then on the next Business Day; and (iii) in the case of first-class mail, three Business Days after the deposit with the United States Postal Service. Until a party provides a change in address, notices will be sent to the following addresses:

To Fort Smith:

City of Fort Smith:
City Administrator
P.O. Box 1908
Fort Smith, AR 72902-1908
Fax: (479)784-2256

To Gun Club:

Attn: President
Pajaro Gun Club Inc
P O Box 3022
Fort Smtih, AR 72913

XIV.

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion.

XV.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

XVI.

No Third Party Beneficiaries. None of the obligations hereunder of either party shall run to or be enforceable by any party other than the party to this Agreement or by a party deriving rights hereunder as a result of an assignment permitted pursuant to the terms hereof. There are no third party beneficiaries with respect to this Agreement. As a governmental entity of the State of Arkansas, Fort Smith asserts its immunity from tort or other liabilities.

WITNESS the hands and Seals of the parties hereto this ___ day of _____, 2015.

CITY OF FORT SMITH

_____
Mayor

ATTEST:

_____
City Clerk

PAJARO GUN CLUB

_____
President

ATTEST:

_____
Secretary

RESOLUTION _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MORRISON-SHIPLEY ENGINEERS, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH THE FORT SMITH LANDFILL ROAD PROJECT

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

Section 1: The Agreement for engineering services with Morrison-Shipley Engineers, Inc., for the design and construction observation associated with the landfill road project is approved.

Section 2: The Mayor is hereby authorized to execute an Agreement for professional engineering services in the amount of $129,000.00

This Resolution adopted this _____ day of _____, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form

_____
No Publication Required

Responsible Environmental Management
Fort Smith Department of Sanitation

MEMORANDUM

May 15, 2015

To: Ray Gosack, City Administrator

From: T. Baridi Nkokheli, Director

Subject: Engineering Services – Landfill Road Project

In September 2013, a comprehensive environmental audit was completed on the Fort Smith Regional Sanitary Landfill. The results of the audit indicated that the existing 28 acre active landfill area developed from 1993 through 2009 (Phase A, Areas 1-4) was largely underutilized.

Plans were developed to integrate the current 12 acre disposal site (Phase A, Area 5) with the 28 acre site allowing for additional usage estimated at nearly 14 years. The plans were developed with the assumption that the 20+ year old improved (concrete) landfill road would be rebuilt and operations would migrate back to the 28 acre active area rather than developing area 6. The road, which was a primary access road until it was semi-closed in 2005 due to its poor condition, has deteriorated severely making it unsuitable for large/heavy solid waste collection vehicles. The poor condition of the road also inhibits compliance to the Arkansas Pollution Control and Ecology Commission's Regulation 22, specifically 22.417(c), which requires an "all weather road" be available to "allow easy access in all weather conditions to all portions of the active disposal site and to other operational areas where all weather access is necessary to achieve timely compliance with permit requirements". When the road is rebuilt, it will be the primary access road to the disposal site once again.

Submitted for Board consideration is an engineering agreement in the amount of $129,000 with Morrison-Shipley Engineers, Inc. to provide the design and construction observation for the landfill road project. Funding for the project is available in the landfill sinking fund. Staff is recommending that the agreement be accepted and approved by Resolution.

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

AGREEMENT

BETWEEN

CITY OF FORT SMITH, ARKANSAS

AND

MORRISON-SHIPLEY ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____ between the City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER) and Morrison-Shipley Engineers, Inc., P.O. Box 10064, Fort Smith, Arkansas 72917 (ENGINEER).

OWNER intends to construct roadway improvements at the Fort Smith Landfill, identified as "Methane Lane & Compost Drive Reconstruction" and more specifically described and outlined in Exhibit "B". (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICE OF ENGINEER

1.1 General.

ENGINEER shall:

1.1.1. Perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.1.2. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

1.1.3. Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.

1.1.4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the Project, or portions thereof.

1.2 Concept Design Phase.

1.2.1. After written authorization to proceed with the Concept Design Phase, ENGINEER shall:

1.2.1.1. Develop a program for subsurface investigations and material testing and submit to OWNER for approval. Upon approval of program, conduct subsurface investigations including borings, subsurface explorations, sampling, laboratory and field tests, and professional interpretation of all of the foregoing subsurface data.

1.2.1.2. Perform all field surveys necessary for the design of the Project, including but not limited to cross-sections, topographic, and utility.

1.2.1.3. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgement meet OWNER's requirements for the Project.

1.2.1.4. Prepare conceptual plans to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. Concept plan documents will consist of topographic base sheets showing existing conditions, proposed concept plans, sections and details as outlined in Exhibit A. Such will be accompanied by ENGINEER's opinion of Total Project Costs for the solution recommended for the Project with each component separately itemized, including the following: opinion of probable Construction Cost,

allowances for contingencies and for the estimated total costs of design, professional, and other related services provided by ENGINEER.

1.2.1.5. Furnish three copies of the concept plans and documents and present and review them in person with OWNER.

1.2.2. The duties and responsibilities of ENGINEER during the Concept Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.2.3. ENGINEER's services under the Concept Design Phase shall each be considered complete at the earlier of (1) the date when the submissions have been approved by OWNER or (2) thirty days after the date when submissions are delivered to OWNER for approval. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.3 Preliminary Design Phase

1.3.1. After acceptance by OWNER of the Report and Concept plans, selection by OWNER of a recommended solution, indication of any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Preliminary Design Phase, Engineer shall:

1.3.1.1. On the basis of the above selection of a recommended solution and specified modifications, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, special conditions and design data.

1.3.1.2. NOT USED

1.3.1.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.1.4. Furnish three copies & one reproducible set of the above preliminary design documents and present and review them in person with OWNER.

1.3.2. The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.3.3. ENGINEER's services under the Preliminary Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be

considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.4 Final Design Phase.

1.4.1. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Final Design Phase, ENGINEER shall:

1.4.1.1. On the basis of the approved preliminary design documents, with indicated modifications, and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.1.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.1.3. NOT USED

1.4.1.4. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.1.5. Prepare for review and approval by OWNER, his legal counsel and other advisors, bid forms, Special Conditions, Technical Specification of the contract.

1.4.1.6. Furnish three copies & one reproducible set of the full-size plans and one reproducible set of the reduced-sized plans and present and review them in person with OWNER.

1.4.2. The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemental as indicated in Exhibit A "Further Description and Basic Engineering Services and Related Matters".

1.4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been

approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.5 Bidding or Negotiating Phase.

1.5.1. After approval by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probably Project Cost and upon written authorization to proceed, ENGINEER shall:

1.5.1.1. Attend Pre-Bid conference, if any.

1.5.1.2. Upon request by OWNER, provide interpretation to OWNER of bid forms, plans and Special Conditions in response to questions by CONTRACTORS. Provide additional data and assist in preparation of Addenda, as appropriate to clarify, correct, or change the Bidding documents, for issuance by OWNER prior to receipt of construction bids.

1.5.1.3. Attend the bid opening.

1.5.1.4. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.1.5. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.2. The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5.3. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

1.6 Construction Phase.

1.6.1. The Construction Phase will commence with the execution of the first prime

contract for the work of the Project or any part thereof, and will terminate upon the latter of submittal of completed Record Drawings or approval by OWNER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract. During the Construction Phase ENGINEER shall:

1.6.1.1. Participate in Pre-Construction conference prior to commencement of construction.

1.6.1.2. Upon request by OWNER, consult with and advise OWNER on matters described in the Contract Documents.

1.6.1.3. Erect or install sufficient control monuments, reference points and base lines to enable the Contractor(s) to proceed with the layout of the work.

1.6.1.4. Upon request by OWNER, consult and advise OWNER on necessary clarifications and interpretations of the Plans and Special Conditions as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Plans and Special Conditions.

1.6.1.5. Attend Project meetings as requested by OWNER, and make regular visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and inform the OWNER of work failing to conform to the Contract Documents. The ENGINEER shall maintain a log of the site visits showing date, time of arrival and departure, purpose of the visit, and the person contacted (inspector, contractor, superintendent, etc.). A copy of the log shall be provided monthly to the OWNER.

1.6.1.6. Review and approve (or take the appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design

concept of the Project and compliance with the information given to the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.6.1.7. In conjunction with OWNER, conduct both an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents to the best of the ENGINEER's knowledge and based upon the extent of the services provided by ENGINEER under this agreement.

1.6.1.8. Prepare for OWNER a set of reproducible original drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by OWNER or gathered by ENGINEER.

1.6.2. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1.1 through 1.6.1.8, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.3. The duties and responsibilities of ENGINEER during the Construction Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters". These services will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services resulting from significant changes in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNERS's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3. Services resulting from the award of additional prime contracts for construction of the project.

2.1.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.5. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.6. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

2.1.8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

2.1.9. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; and furnish copies of design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.

3.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advise of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. NOT USED.

3.9. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

3.12. Prepare Easement or Right-of-Way Deeds for and obtain additional rights-of-way required for the Project.

3.13. Prepare and publish an Advertisement for Bids; receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts.

3.14. Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.

3.15. Attend the pre-construction conference.

3.16. NOT USED.

3.17. NOT USED.

3.18. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples and materials required by the Contract Documents during the Construction Phase with professional interpretation thereof.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.3 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days after completion of the Final Design Phase, ENGINEER may request that his services be suspended under this Agreement.

4.4 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written request to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for in Appendix C of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees times ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. For ENGINEER's Consultant charges the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed $129,000.00.

5.1.1.1. Payment Schedule. Payment for a specific phase shall not exceed the following scheduled amount prior to completion of that phase:

Concept Design Phase (Sec.1.2)	$ 21,350.00
Preliminary Design Phase (Sec. 1.3)	$ 29,040.00
Final Design Phase (Sec. 1.4)	$ 14,560.00
Engineering Design Subtotal	$ 64,950.00
Bidding or Negotiating Phase (Sec. 1.5) and Construction Phase (Sec. 1.6)	$ 51,700.00
Record Drawings (Sec. 1.6.1.8)	$ 960.00
Reimbursables (Sec. 5.4.2)	$ 11,390.00
Total Contract Amount	$ 129,000.00

5.1.2. For Additional Services. Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by OWNER prior to rendering of same. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraphs 2.1.1 through 2.1.9, an amount equal to the

cumulative hours charged to the Project by each class of ENGINEER's employees time Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates", with the maximum amount paid not to exceed the amount approved by OWNER.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.8, the amount billed to ENGINEER therefor times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.6, at the Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates". Compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will also be the Hourly Rates as shown on the attached Exhibit C, Engineer's Hourly Rates".

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of Reimbursable expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the OWNER prior to the incurrence of such expenses.

5.1.4. The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.2 Times of Payment.

ENGINEER shall submit statements no more than monthly for Basic and Additional Services rendered an amount based on ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.

5.3 Other Provisions Concerning Payments.

In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for approved services rendered during that phase on the basis of Hourly Rates as shown on the attached EXHIBIT C, "Engineer's Hourly Rates" for approved services rendered during that phase to date of termination by principles and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved

Reimbursable Expenses through the effective date of termination.

5.4 Definitions.

5.4.1. The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: (1) printing and reproduction costs in excess of that specified in Sec. 1; and (2) utility line excavation and backfill required in paragraph 4 of Exhibit A. Any and all expenditures for Reimbursable Expenses must be approved by the OWNER prior to rendering or obtaining same. Additionally, the following items, not all inclusive, are not considered Reimbursable Expenses: mileage and transportation, subsistence, toll telephone calls, postage and overtime salary costs.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Use of Documents.

6.2.1 All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.

6.2.2. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.3 Controlling Law.

This Agreement is to be governed by the law of the City of Fort Smith, County of Sebastian and/or State of Arkansas.

6.4 Successors and Assigns.

6.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or

responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.7 Access To Records.

The ENGINEER and any Subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the OWNER, or any governmental agency providing any portion of project funding, and copies thereof shall be furnished, if requested.

6.8 Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

6.9 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

SECTION 7 - EXECUTION

7.1 This Agreement (consisting of pages 1 through 18, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER:

B. S.

BRIAN S. MAURER, SVP

MORRISON-SHIPLEY ENGINEERS, INC.

CITY OF FORT SMITH, ARKANSAS

BY: _____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT "A"

METHANE LANE & COMPOST DRIVE RECONSTRUCTION
Fort Smith Landfill

Further Description of Basic Engineering Services and Related Matters.

1. **Scope**

The Basic Services of the Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 1 of the Agreement are stipulated as indicated below.

2. **Topographic Surveys**

a. Establish base line (with references) along existing roadway. Set monuments on centerline at 400 foot intervals and, if necessary, at intervisible points between, with a minimum of 2 monuments per site. Survey control shall be established on the City Fort Smith Coordinate System.

b. Locate all structures, streets, driveways, storm drains and other features within 50 feet of centerline plus additional structures from parcels from which acquisition will be made.

c. Cross section centerline at 50 foot intervals, plus breaks, for a width of 100 feet to define existing conditions. If applicable, cross section intersecting streets for the lengths designated for inclusion in the project.

d. If applicable, Profile existing driveways.

e. Cross section areas in the vicinity of drainage channels. Determine flowline elevations of all drainage facilities (pipes, inlets, ditches, etc.).

f. Set temporary bench marks at approximately 1,000 foot intervals.

g. All surveys to be performed to a minimum of third order accuracy.

3. **Right-of-Way Surveys**

a. NOT USED

4. **Utility Surveys and Coordination**

a. If applicable, obtain location and size of existing overhead and underground utilities from the utility companies.

b. Field locate utilities within the project area. Where conflicts with new construction will occur, determine elevations of existing utilities by excavation methods utilizing Owner provided personnel and equipment.

c. Using utility field survey data, plot existing utilities on plans.

d. If applicable, attend meetings with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work.

e. If applicable, review utility adjustment plans and costs with City to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by City to accommodate utility relocations, including identification of utility easements on right-of-way plans. Final plans shall indicate the location and extent of proposed utility relocations.

5. **Traffic Study**

a. Provide analysis and recommendations for traffic loadings for pavement thickness design.

6. **Geotechnical Investigations**

a. Perform geotechnical investigations in accordance with City of Fort Smith criteria.

b. Perform sampling of subgrade soils and existing pavement section by boring. Perform a maximum of 8 borings along the route at a minimum depth of 10' below proposed subgrade.

c. Perform soil tests providing data regarding soils unit weight, moisture contents, moisture density curves, chemical composition, gradations, plasticity,and soil classifications among other appropriate tests, including tests for suspected hazardous substances, for each sample. Soil classifications and plasiticity to be completed on each type of soil encountered in each boring for depths between subgrade to 10' below. Determine if an impervious soil layer exists (and depth

thereto) which would inhibit or prevent free drainage of subgrade soils.

d. From soil samples, determine locations for further sampling (anticipate fill areas and inadequate soil removal areas are to be excluded) for load bearing strength (CBR) tests. CBR tests are to be done on representative subgrade soils. Assume a minimum of 3 CBR tests.

e. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, utilization of geotextile/geogrid materials for stabilization, and/or other construction methods or materials to achieve a stable subgrade.

f. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

g. Prepare Special Bid Item descriptions for inclusion within the Contract Documents that outline any construction-related items not covered within the City's standard specifications.

h. Budget time for one (1) on-site meeting to observe construction progress and provide recommendations as necessary.

7. **Conceptual Design Phase**

a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 40 feet or larger and vertical scale to be 1 inch equals 5 feet.

b. Prepare plans and data including the following information:

(1) Survey data, centerline and stations, existing improvements, boring locations, bench marks, and if applicable, existing and proposed right-of-way, temporary construction easements and structures if applicable.

(2) Proposed centerline, pavement configuration, and profile grades for street.

(3) Establish typical pavement sections.

(4) Soils boring information including existing pavement sections. Soils

laboratory data, including CBR tests, are not required in the concept phase.

(5) If applicable, drainage information on concept plans shall include approximate location, size and type of structures and storm drain systems. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10 year design storm. Owner will provide storm water data, as available, for primary drainageways.

(6) Prepare cost estimates for design including unit cost and total cost roadway and pavement sections.

(7) If applicable, Identify water and sanitary sewer facilities requiring relocation.

8. **Preliminary Design Phase**

a. Prepare preliminary plans, documents and data as follows:

(1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets.

(2) Design and prepare typical street paving sections for all streets.

(3) Plot existing cross sections, including driveway and cross streets if applicable.

(4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. If applicable, show top of curb elevations or edge of pavement elevations.

(5) If applicable, perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10 year design storm.

(6) If applicable, prepare plans and details of City owned water and sanitary sewer facilities which require relocation to accommodate construction of the street and drainage improvements.

(7) Provide list of Engineer-developed details to be incorporated into plans.

(8) Draft preliminary notes on plans to fully describe the construction work to be performed.

(9) Prepare preliminary storm water and erosion control plans.

(10) Prepare draft copy of special provisions (special conditions) to the construction specifications.

(11) Prepare cost estimates for preliminary design.

9. **Final Design Phase**

a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, and other items.

b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, and pavement markings. The City of Fort Smith Standard Drawings shall be utilized where applicable in lieu of details developed by the engineer.

c. Prepare final special conditions (special conditions) to the construction contract.

d. Calculate construction quantities in accordance with the City of Fort Smith standard construction specifications and format and submit copy of calculations.

e. Provide construction bid proposal form. Provide a computer disk containing the bid proposal form in accordance with City of Fort Smith format(s).

f. Prepare a recommendation of construction contract time.

g. Prepare schedule of construction quality control testing.

h. Prepare construction cost estimate.

i. Prepare design report to include complete calculations and data.

j. Prepare storm water pollution prevention plan in accordance with the requirements of ADEQ General Permit ARR150000.

10. **Construction Phase**

a. Establish centerline (with references) along existing roadway. Set monuments on centerline at 400 foot intervals and, if necessary, at intervisible points between, with a minimum of 2 monuments per site. Survey control shall be established on the City Fort Smith Coordinate System.

b. Stake construction limits.

c. Provide periodic construction observation services.

11. **General**

a. All work designed as part of this contract shall comply with the following documents, including any revisions or errata: City of Fort Smith Minimum Street Standards (June 1985), City of Fort Smith "2011 Storm Drainage Standards" (October 2011), City of Fort Smith "Standard Specifications for Public Works Construction" (February 2008), and City of Fort Smith "Standard Drawings" (October 2008).

b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide plans on computer disk in AutoCAD.DWG, r.14 or higher, format for preliminary and final plans.

c. Provide record drawings.

d. If applicable, attend meetings with Owner and Agencies for plan review project coordination, and right-of-way.

12. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER within the following specified times following written authorization to proceed with that phase of services.

Phase	Calendar Days After Receipt of Notice
Concept Phase	45
Preliminary Plans/Documents	60
Final Design	30

13. The ENGINEER should anticipate a 30 calendar day review period by the City staff between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.

14. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract with the exception of demolition of building structures which will be handled as a separate construction contract. Provision of any plans or specifications needed for the demolition contracts will be handled under the Additional Services provision of this contract.

15. Provide assistance with obtaining bids for construction and quality assurance testing. OWNER will advertise the project.

16. Schedule and conduct the pre-construction conference and issue the construction notice to proceed.

17. Provide periodic construction observation and construction administration for the duration of construction including preparation of periodic construction pay estimates, change orders, field change orders, final pay estimates and related documents.

18. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

END

EXHIBIT "B"

METHANE LANE & COMPOST DRIVE RECONSTRUCTION
Fort Smith Landfill

Description of Project

This project consists of the reconstruction of Methane Lane and a section of Compost Drive at the Fort Smith Landfill. The existing two lane pavement sections are anticipated to be removed and reconstructed with a new PC concrete pavement section for approximately 3,550 linear feet. The project budget is estimated to be approximately $1,500,000.

Primary Project Objectives include, but are not limited to, the following:

1. Provide a minimum 26 foot wide new road sections generally on the same alignment as the existing sections. Improvements will generally include the removal and disposal of the existing pavement section, scarifying and recompaction of existing subgrade, undercut and backfill of existing subgrade as necessary, and the construction of a P.C. concrete pavement section over an aggregate base course.

2. Minor drainage improvements including underdrain installation and earthen ditch excavation.

EXHIBIT "C"

Methane Lane & Compost Drive Reconstruction
Fort Smith Landfill

ENGINEER'S HOURLY RATES

Principal	$ 160.00/Hour
Project Manager	$ 125.00/Hour
Project Engineer	$ 105.00/Hour
Engineer Intern	$ 95.00/Hour
CAD Manager	$ 85.00/Hour
CAD Designer	$ 80.00/Hour
CAD Technician	$ 65.00/Hour
Construction Observer	$ 78.00/Hour
Professional Surveyor (P.S.)	$ 100.00/Hour
Surveyor Intern (S.I.)	$ 70.00/Hour
Survey Party Chief	$ 75.00/Hour
Survey Rodman	$ 60.00/Hour
Survey Field Crew (1-person)	$ 100.00/Hour
Survey Field Crew (2-person)	$ 135.00/Hour
Survey Field Crew (3-person)	$ 160.00/Hour
3D Laser Scanning Field Crew	$ 185.00/Hour
Ground Penetrating Radar Field Crew	$ 135.00/Hour
Clerical	$ 45.00/Hour

SUMMARY of PROPOSED ENGINEERING FEES
Methane Lane & Compost Drive Reconstruction
Fort Smith Department of Sanitation
February 26, 2015

Tasks	Principal Engineer ($160/hr.)	Project Engineer ($105/hr.)	Prof. Land Surv. ($100/hr.)	2-Man Survey Crew ($135/hr.)	CAD Designer ($80/hr.)	Construction Observer ($78/hr.)	Fee Per Phase	Outside Services Fee	Fee
CONCEPT PHASE									
Prepare Scope of Services and Contract for City	10				2				
Project Site Visits/Investigations	10								
Establish Control to Fort Smith Coordinate System			2	6					
Field Surveys to obtain Site Features/Topography			4	20					
Coordination of Design Surveys	2		2						
Process and Review Survey Data			6						
Prepare Base Drawings	2		2		16				
Evaluate/Analyze Exist. Drainage System	8				4				
Design of Road Alignments	20				16				
Design of Pavement Section	16								
Design of Typical Pavement Section/Details	6				4				
Prepare Quantity Take Off and Cost Opinions	4				1				
Coordination/Meetings with City and Sub-Consultant	2								
MSE Hours - Concept Phase:	**80**	**0**	**16**	**26**	**43**	**0**			
MSE Fees per Employee Classification:	**$ 12,800.00**	**$ -**	**$ 1,600.00**	**$ 3,510.00**	**$ 3,440.00**	**$ -**	**$ 21,350.00**		
PRELIMINARY PHASE									
Prepare Survey Control Plans	4		4		12				
Prepare Roadway/Drainage Plans and Profiles	32				48				
Prepare Concrete Jointing Plans/Details	10				12				
Prepare Grading and Erosion Control Plans	8				16				
Prepare Roadway Cross Sections	4				12				
Prepare Construction Details and Typical Sections	12				12				
Prepare Miscellaneous Plan Sheets and Notes	16				24				
Prepare Special Conditions	12								
Prepare Quantity Take Off and Cost Opinion	4				2				
Internal Peer Review	4								
Coordination/Meetings with City	4								
MSE Hours - Preliminary Phase:	**110**	**0**	**4**	**0**	**138**	**0**			
MSE Fees per Employee Classification:	**$ 17,600.00**	**$ -**	**$ 400.00**	**$ -**	**$ 11,040.00**	**$ -**	**$ 29,040.00**		
FINAL PHASE									
Address City Review Comments	4				8				
Finalize all Plan Sheets	16				40				
Finalize Special Conditions	8								
Prepare Contract Documents	16								
Prepare Final Quantity Take Off and Cost Opinion	6				2				
Prepare SWPPP	8				8				
Internal Peer Review	2								
Coordination/Meetings with City	2								
MSE Hours - Final Phase:	**62**	**0**	**0**	**0**	**58**	**0**			
MSE Fees per Employee Classification:	**$ 9,920.00**	**$ -**	**$ -**	**$ -**	**$ 4,640.00**	**$ -**	**$ 14,560.00**		
BIDDING/NEGOTIATION/COSTRUCTION PHASE									
Bidder Questions/Addendums/Bid Opening/Evaluation	16				3	4			
Pre-Construction Preparation/Meetings/Notes	4					2			
Review/Coordinate Submittals/Contract Docs	12					8			
Stake Construction Limits and Survey Control	1		2	16	4				
Periodic Construction Observation (150-Day Contract)						380			
Payment Apps, Site Visits, Const. Issues, Test Reports	64					8			
Inspections for Substantial and Final Completion	8					8			
MSE Hours - BNC Phase:	**105**	**0**	**2**	**16**	**7**	**410**			
MSE Fees per Employee Classification:	**$ 16,800.00**	**$ -**	**$ 200.00**	**$ 2,160.00**	**$ 560.00**	**$ 31,980.00**	**$ 51,700.00**		
RECORD DRAWINGS									
Record Drawings	2				8				
MSE Hours - Record Drawings:	**2**	**0**	**0**	**0**	**8**	**0**			
MSE Fees per Employee Classification:	**$ 320.00**	**$ -**	**$ -**	**$ -**	**$ 640.00**	**$ -**	**$ 960.00**		
REIMBURSABLES									
Geotechnical Investigation/Report (Terracon)								$ 9,390.00	
Printing and Reproductions								$ 1,500.00	
AR 1-Call Services								$ 500.00	
Fee - All Phases									**$ 129,000.00**

February 13, 2015

Terracon

Morrison-Shipley
5704 Euper Lane, Suite 200
Fort Smith, Arkansas 72917

Attn: Mr. Brian Maurer, P.E.
Senior Vice-President / Principal
P: [479] 452-1933
F: [479] 452-1939
E: bmaurer@MorrisonShipley.com

Re: Revised Proposal for Geotechnical Engineering Services
Proposed Methane Lane Reconstruction
Fort Smith Landfill
Fort Smith, Arkansas
Proposal No. P35140516R

Dear Mr. Maurer:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit our revised proposal to provide a geotechnical subsurface exploration and engineering report for the above-referenced project. The purpose of this study will be to evaluate geotechnical conditions at the site and to develop geotechnical parameters, which will assist in designing and constructing new pavement. This proposal outlines our understanding of the project and scope of services, presents our Agreement for Services, and provides a lump sum fee and unit pricing for our services.

1.0 PROJECT INFORMATION

1.1 Site Locations

ITEM	DESCRIPTION
Location	Methane Lane, Fort Smith Landfill, Fort Smith, Arkansas
Existing improvements	Methane Lane
Ground cover	Highly distressed pavement and exposed soil

1.2 Project Description

ITEM	DESCRIPTION
New pavement	Based on City of Fort Smith Department of Sanitation, Exhibit B – Description of Project: The project consists of removing and reconstructing approximately 3,100 linear feet of the existing Methane Lane with portland cement concrete pavement
Grading (assumed)	Cuts and fills less than 2 feet
Cut and fill slopes (assumed)	Less than 3H:1V

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so we may review the information and make any necessary modifications to this proposal.

2.0 SCOPE OF SERVICES

Our scope of services are based on the request by Morrison-Shipley and on project requirements requested in the City of Fort Smith Department of Sanitation Exhibit A – Scope of Services. The project will consist of field exploration and laboratory testing under the guidance of a geotechnical engineer or geologist to characterize the subsurface conditions, and geotechnical engineering to develop geotechnical design and construction recommendations. The following sections provide an overview of the work scope for each of these aspects of the project.

2.1 Field Exploration

As requested by Morrison-Shipley and based on the City of Fort Smith Department of Sanitation Exhibit A – Scope of Services, our field exploration work includes the drilling and sampling of exploratory soil borings. We also understand that an additional 500 linear feet of road will be improved. As requested, the following boring schedule is planned:

Number of Borings	Boring Depth (feet)	Planned Location
8	10	Methane Lane alignment

2.1.1 Procedures

The borings will be advanced using dry-auger drilling techniques to the proposed termination depth or auger refusal, whichever occurs first. The borings will be sampled using split-barrel sampling devices generally consistent with ASTM D1586. If appropriate, cohesive soils will be

sampled using thin-walled steel tubes (Shelby tubes). Five samples are typically obtained in the top 10 feet. Representative bulk samples of the anticipated subgrade soils will be collected from auger cuttings of the upper 3 feet of each boring.

During drilling operations and immediately after, groundwater levels will be measured and recorded. After groundwater levels are recorded, the boreholes will be backfilled to the ground surface with auger cuttings. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

2.1.2 Site Access

Items to be provided by the client include the right-of-entry to conduct the exploration, others staking/marking the boring locations and an awareness and/or location of any private subsurface utilities existing in the area. The boring locations should be staked or marked in white as required by Arkansas One Call (AOC). By acceptance of this proposal without information to the contrary, we consider that you have provided access to our exploration equipment for the conduct of our work consistent with the agreed work scope.

We will contact the AOC for location of utilities in public easements. Location of private lines on the property is not part of the AOC or Terracon scope; however, all private lines should be marked by others prior to commencement of drilling. Our fee does not include services associated with staking the boring locations and locating underground utilities beyond contacting AOC. We will coordinate our drilling locations and schedule with Morrison-Shipley and the City of Fort Smith Landfill.

2.1.3 Property Disturbance

Terracon will take reasonable efforts to reduce damage to the property. However, it should also be understood that in the normal course of our work some disturbance, such as rutting, could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

All borings will be backfilled with auger cuttings immediately after their completion. Excess auger cuttings will be disposed of on the site by spreading them. Because backfill material often settles below the surface after a period of time, you should observe the exploration points periodically for signs of depressions and backfill them if necessary. We could provide this service at your request, but this would involve additional costs.

2.1.4 Safety

We are committed to the conduct of our work safely. Our field exploration work on this project will be conducted under the guidance of a site-specific safety plan that takes into account the information that we know about this site as it relates to safety and potential safety hazards.

Our field crews will make excavations to sample the soils. Such excavations could encounter subsurface utilities and/or environmental hazards. We will file appropriate notification to AOC, as required by state law, and we will not perform excavations without an understanding of the subsurface utilities present based upon markings made by the various responsible parties. However, such utility location services only delineate subsurface utilities in public easements, and the potential to encounter other, unknown underground hazards remains.

Also, we are not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard Type D Personal Protection Equipment (PPE) is appropriate. If suspected hazardous materials or soils are encountered in the borings, we will terminate the boring and contact you for further direction.

In order to more completely address the potential for underground utilities or environmental hazards, and, in order to more completely understand other potential safety hazards associated with our field exploration program, we will interview you or a representative that you suggest to obtain information about these concerns. The results of our interview will be included in the site-specific safety plan. We are not responsible for damage to private utilities that are not made aware to us.

2.2 Laboratory Testing

The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include the following tests:

- Visual classification
- Moisture content
- Atterberg limits
- Sieve analysis and/or P200 (percent fines content)
- Strength tests (hand penetrometer and/or unconfined compression)
- Unit weight of intact portions of tube samples
- Moisture-density relationship (standard Proctor) – 3 minimum
- California bearing ratio (CBR) – 3 minimum
- Chemical composition (pH, soluble chloride and sulfate content)

The types or actual number of laboratory tests cannot be predicted. The project engineer will review the field data from the exploration, and then assign the types and numbers of tests. Our fees have been developed with an assumption of typical types and numbers of tests for a project of this nature in this location. In the event additional testing is necessary we will notify you of this need prior to initiating the additional testing.

2.3 Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Arkansas. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer-generated boring logs with:
  - Soil stratification based on visual soil classification
  - Summarized laboratory data
  - Groundwater levels observed during and after completing drilling
- Site and boring location plans
- Subsurface exploration procedures
- Encountered soil and rock conditions
- Subgrade preparation / earthwork recommendations including excavations and embankments
- Portland cement concrete pavement section alternatives
- Estimated slope stability
- Recommendations for structure foundations, if needed

3.0 SCHEDULE

We anticipate starting the field exploration within 7 business days of receipt of our signed Agreement for Services, and clearance of site utilities, site and weather conditions permitting. We anticipate the field exploration will take about 1 day to complete. Laboratory testing will commence on selected samples upon completing the field exploration and will take about 2 to 3 weeks to complete. We anticipate discussing preliminary pavement design and construction considerations with the design team within 1 week after completing the laboratory soil classification tests. The geotechnical engineering report will be issued within 1 week of completing the laboratory testing. We anticipate issuing the report within 5 weeks of receiving approval to proceed.

4.0 COMPENSATION

For the scope of basic geotechnical services outlined in this proposal that includes drilling, laboratory testing, and geotechnical engineering report, the lump sum total fee would be **$9,390.00**. A summary of our cost estimate for field, laboratory and engineering services is included in Exhibit A with this proposal. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the

additional services and fee. We will not proceed without your authorization. Unless instructed otherwise, our invoice will be sent to your attention at the above address.

We are available to review earthwork and pavement-related portions of project drawings and specifications and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be charged at $125.00 per hour for a Project Engineer and $175.00 per hour for a Principal Engineer. We will obtain your specific authorization prior to providing any additional services.

5.0 AUTHORIZATION

Work will be performed under the provisions of our Master Services Agreement (MSA) between Terracon and the City of Fort Smith (attached). Your authorization for Terracon to proceed in accordance with this proposal can be issued in a signed Task Order to the aforementioned MSA. A fax or email of the signed Task Order can be submitted to expedite the commencement of services, but we request that a signed original follow.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.
(Arkansas Firm Certification of Authorization #223, Expires 12/31/2015)

Shaun P. Baker, P.E.
Department Manager ■ Geotechnical Services

David V. Hopkins, P.G.
Department Manager ■ Senior Principal

SPB:DVH
APR: Daniel E. Pickett, P.E. (TX and LA)
cc: Addressee - pdf - e-mail

Attachments: MSA Task Order
MSA between Terracon and the City of Fort Smith, AR
Exhibit A – Cost Estimate

Terracon

Reference Number: P35140516R

MASTER SERVICES AGREEMENT

TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** (dated 03/12/2013, agreement reference number P35130111) between City of Fort Smith AR ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Methane Lane Reconstruction - Fort Smith Landfill - Fort Smith, AR project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 02/13/2015 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

Methane Lane Reconstruction through Morrison Shipley Engineers
Refer to Terracon Proposal No. P35140516R

2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

Geotechnical exploration, laboratory testing, analysis and design of new pavements
Refer to Terracon Proposal No. P35140516R

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Lump Sum $9,390.00
Refer to Terracon Proposal No. P35140516R

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Fort Smith AR**
By:	Date: **2/13/2015**	By:	Date:
Name/Title:	**David V Hopkins, P.G. / Senior Principal/Office Manager IV**	Name/Title:	
Address:	**25809 I-30 South** **Bryant, AR 72022**	Address:	**5900 Commerce Rd** **Fort Smith, AR 72916**
Phone:	**(501) 847-9292** Fax: **(501) 847-9210**	Phone:	Fax:
Email:	**dvhopkins@terracon.com**	Email:	

Rev. 8-12

Terracon

Reference Number: P35130111

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("MSA") is between City of Fort Smith ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant on projects as described in the Project Information section of individual Task Orders or Task Order Proposals (which sections are incorporated into this MSA). For purposes of this MSA, "Client" shall include City of Fort Smith, its subsidiaries and affiliates.

1. **Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then Consultant will collect from Client on the subcontractors' behalf. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. **Acceptance/ Termination.** Client agrees that execution of this MSA is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this MSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this MSA. Additional terms and conditions may be added or changed only by written amendment to this MSA signed by both parties. In the event Client uses a purchase order or other form to administer this MSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This MSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this MSA or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. **Third Party Reliance.** This MSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS MSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS MSA. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**

7. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE STATED ABOVE, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

9. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

10. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This MSA shall be governed by and construed according to Arkansas law.

11. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services: however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

12. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

13. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

14. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

15. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

16. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**	Client: **City of Fort Smith**
By: _____ Date: 3-5-13	By: _____ Date: March 12, 2013
Name/Title: **David Hopkins/Office Manager**	Name/Title: T. Barair Nkokheli/Director
Address: **25809 I-30 South**	Address: 5900 Commerce Road
Bryant, Arkansas 72022	Fort Smith, AR 72916
Phone: **501.847.9292** Fax: **501.847.9210**	Phone: (479) 784-1070 Fax: (479) 788-4140

Reference Number: P35130111

Exhibit A - Cost Estimate					
Terracon Proposal No. P35140516					
Client:	Morrison-Shipley				
Project Name:	Methane Lane Reconstruction				
Project Location:	Fort Smith, Arkansas				
2/5/2015 8:45					
Number of borings	**Feet**	**total**	**samples**		
8	10	80	40		
8	total	80	40		
		Units	**Unit Rate**		**Amount**
Engineering Report					
Professional Engineer-Review, hr		3	$ 175.00	$	525.00
Pavement Design, hr		4	$ 125.00	$	500.00
Project Engineer-Report, hr		4	$ 125.00	$	500.00
Boring Logs - Drafting, hr		8	$ 85.00	$	680.00
Site Diagrams - Drafting, hr		1	$ 70.00	$	70.00
Field Engineer			$ 75.00	$	-
Engineering Subtotal				$	2,275.00
Drilling Subtotal					
Layout - Technician, hr		0	$ 55.00	$	-
Layout - Technician, mile		0	$ 0.74	$	-
Drilling Supervision, hr		2	$ 125.00	$	250.00
Rig Mobilization - travel, hours		4	$ 195.00	$	780.00
Drilling & Sampling, feet		60	$ 14.00	$	840.00
Drilling Subtotal				$	1,870.00
Laboratory Testing					
Visual class		40	$ 10.00	$	400.00
Moisture content		40	$ 15.00	$	600.00
Atterberg limits		12	$ 70.00	$	840.00
Density & UC - Soil		12	$ 35.00	$	420.00
Sieve analysis		12	$ 80.00	$	960.00
Shipping		3	$ 100.00	$	300.00
Chemical analysis		3	$ 85.00	$	255.00
Standard Proctor		3	$ 120.00	$	360.00
CBR		3	$ 370.00	$	1,110.00
Laboratory Subtotal				$	5,245.00
Total				$	9,390.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDED CONTRACT FOR SERVICE BETWEEN THE CITY OF FORT SMITH, ARKANSAS, AND BAIR ANALYTICS, INC., BY WHICH BAIR ANALYTICS, INC., WILL PROVIDE CRIME ANALYSTS, TECHNICAL PERSONNEL, ANALYTICAL SOFTWARE AND SERVICES FOR CRIME ANALYSES FOR THE FORT SMITH POLICE DEPARTMENT

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

WHEREAS, On January 20, 2015, the Board of Directors authorized the execution of a contract for service between the City of Fort Smith, Arkansas, and Bair Analytics, Inc., by which Bair Analytics, Inc., will provide crime analysts, technical personnel, analytical software and services for crime analysis for the Fort Smith Police Department; and,

WHEREAS, the effective date of that contract, which was to be February 1, 2015, now, by agreement of the parties, is to be May 7, 2015; and paragraph 4 of the Statement of Work which stated that a fee increase would occur on February 30, 2016 [sic], is now, by agreement of the parties, to occur at midnight on May 7, 2016.

NOW, THEREFORE, the Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the amended contract with Bair Analytics, Inc., with the foregoing changes, whereby Bair Analytics, Inc., is to provide crime analysts, technical personnel, analytic software and services to the City of Fort Smith through the Fort Smith Police Department. A copy of the amended contract is attached.

PASSED AND APPROVED this _____ day of May, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____npr

BAIR ANALYTICS

CLIENT SERVICES AGREEMENT

This CLIENT SERVICES AGREEMENT made effective as of this 7th day of May, 2015 (the "Effective Date") between BAIR Analytics, Inc. with its principal place of business at 640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129 (hereinafter "FIRM") and the City of Fort Smith, Arkansas acting for the benefit of the Fort Smith Police Department with its principal place of business at 100 South 10th Street, Fort Smith, Arkansas, 72901(hereinafter "Client").

WHEREAS FIRM is in the business of providing analytical software and services dedicated to providing public safety, national security and defense entities the innovative tools and subject-matter expertise needed to identify, analyze and resolve problems created by the actions of offenders and their networks that threaten citizens and communities; and

WHEREAS the Fort Smith Police Department of the Client is the municipal law enforcement agency for the city of Fort Smith Arkansas and utilizes FIRM's products in its law enforcement efforts; and

WHEREAS Client has determined it would be in Client's best interest to have dedicated full-time crime analysts and technical personnel to support its law enforcement efforts; and

WHEREAS FIRM and Client wish to enter into an agreement pursuant to which FIRM will retain crime analysts and technical personnel to provide Firm's services to Client;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, FIRM and Client agree as follows:

l. SERVICES PROVIDED UNDER STATEMENT OF WORK. For any analysts/technical personnel who will be retained by Firm to provide services for Client pursuant to this Agreement, FIRM will issue and Client will execute a Statement of Work in the form attached as Appendix A hereto referencing its incorporation of the terms and conditions of this Agreement and stating the name(s) and the payment rate(s) and/or Fee for the personnel, duration of services, brief description of project, authorization of additional costs beyond the payment rate(s) (such as travel, parking, drug testing), and any other terms to which FIRM and the Client may choose to agree. In the event of a conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall control unless the Statement of Work specifically (and not generally) identifies the conflicting terms in this Agreement and explicitly states that such terms shall not apply but shall instead be superseded by the Statement of Work. The Statement of Work will be signed by authorized representatives of Firm and Client. Upon expiration of a Statement of Work, to the extent that any services performed by one or more analysts/technical personnel are thereafter provided on the same or a different project, they shall be provided under the terms of this Agreement.

2. BILLING AND PAYMENT. FIRM will bill Client through invoices issued to Client in arrears on a monthly basis with one-twelfth (1/12) of the Fee identified in the first sentence of paragraph 4 of the Statement of Work, along with such other associated costs, as approved by Client, except that FIRM has sole discretion to bill on a less frequent basis if it deems it appropriate to do so. Client will pay FIRM within **30** days from the date of such invoice, unless some other time has been agreed to in the Statement of Work, according to the rates and terms of the Statement of Work. Any late invoicing by FIRM shall not affect the obligation of the Client to pay for the services covered by that invoice. Should the City of Fort Smith fail to pay BAIR

Analytics the full amount specified in any invoice within 30 calendar days of the invoice's date, a late fee equal to 1.5 percent of the invoiced amount shall be added to the amount due.

3. ACCEPTANCE OF SERVICES. Client's project manager or other agent shall review at regular intervals the time records of analysts and/or technical personnel. Client's approval of such time records (including, but not limited to, costs of any applicable overtime rates, travel, per diem and other costs stated thereon) shall be deemed granted unless Client provides notice to FIRM of some objection to the time records or work product of the analysts and/or technical personnel. Acceptance by Client shall not be unreasonably withheld and any refusal to accept shall be noted on the time record for the relevant period, with a written explanation of the reasons that the work was not acceptable and failure to so note such refusal shall constitute acceptance. Nothing herein shall eliminate Client's obligation to pay FIRM for any services provided by analysts/technical personnel which Client has approved by some other means.

4. ABILITY TO PAY. Client warrants that it is able and willing to pay for the services of Firm under this Agreement. If required, Client will provide FIRM with suitable credit and financial information, as requested, including credit and financial references which Client agrees that FIRM may contact to obtain information about Client.

5. ANALYSTS/TECHNICAL PERSONNEL NOT EMPLOYEES OF CLIENT. The embedded analyst is not an employee of the City of Fort Smith, but rather an employee of the FIRM. FIRM agrees that it is responsible for workers' compensation, FICA, FUTA and income tax withholding and any pension plan or health benefit plan maintained by Firm for the analysts/technical personnel supplying services under this Agreement.

6. DUTIES OF CLIENT.
Client will make available, at its discretion, an appropriate workstation, office equipment and access (both facility and data) to perform the tasks assigned as part of the Crime Analyst Services being provided by Firm through its onsite analysts/technical personnel. Client may deny access to Firm's employees in the event the City determines, in its discretion that any employee of the Firm has created or constitutes a danger or distraction to Police Department Activities.

Client will provide an onsite Technical Point of Contact (TPOC) with whom the Firm's employees will communicate. Additionally, Client will provide an Administrative Point of Contact (APOC) who will be the primary resource for management aspects of the contract (invoicing, contract modifications/renewals). Client may choose to divide the duties above among multiple parties or to one central Technical and Administrative Point of Contact (TAPOC).

7. EMPLOYMENT OR CONTRACTING OF PERSONNEL. During the period covered by any Statement of Work and extensions thereof pursuant to this Agreement, or when Client is provided with the name of any analysts/technical personnel not utilized in providing the services of the Firm so that no Statement of Work is written covering that personnel, and for twelve months thereafter, Client will not directly or indirectly, other than through FIRM, solicit for hire, contract with, or engage or receive the services of, any analysts/technical personnel located by FIRM for Client.

8. DUTIES AND SUBSTITUTION OF ANALYSTS/TECHNICAL PERSONNEL. The work to be performed by the analysts/technical personnel providing Firm's services under this Agreement shall be stated in the Statement of Work. Control over such personnel shall be exercised by FIRM.

9. INTELLECTUAL PROPERTY RIGHTS. Client agrees that all material, documentation, deliverables and other tangible expressions of information including but not limited to software programs and software documentation, designs, technical data, formulae, and processes, whether in final production or draft, which result from any work performed by any analysts/technical personnel providing Firm's services under this Agreement and all rights, title and interest, including any copyright, patent rights and all other intellectual property rights, shall belong exclusively to FIRM unless some other arrangements have been agreed to by both parties in writing. The parties agree the foregoing shall not prevent Client from maintaining customary police files and documents associated with the Firm's services under this Agreement.

10. CONFIDENTIALITY. FIRM agrees that it will not disclose to any third party any information learned by it which has been clearly marked "Confidential" by Client, except as such disclosure is required by law. Client shall not request of the analysts/technical personnel providing services to Firm information regarding the rate(s) and other terms of remuneration agreed to between FIRM and such analysts/technical personnel, nor shall Client induce such analysts/technical personnel to provide such information, nor shall Client disclose or permit to be disclosed to such personnel, directly or through another party, any information regarding the rate(s) or other terms of remuneration agreed to between Client and FIRM. Additionally, FIRM agrees not to release any information obtained during the providing of services under this Agreement unless authorized in writing to do so by the CLIENT. FIRM understands the Client is a public agency subject to the requirements of the Arkansas Freedom of Information Act.

11. EXCISE, SALES, ETC. TAXES ON SERVICES. There shall be added to any charges payable by Client under this Agreement amounts equal to any and all applicable taxes, however designated, levied or based on any charges payable under this Agreement, including without limitation state and local privilege, excise, sales, and use taxes paid or payable by FIRM. The Firm is solely responsible for taxes based upon the net income of FIRM and ordinary and customary payroll taxes, including but not limited to FICA, FUTA, Medicare, Social Security, etc. regarding the Firm's employees. Client shall be billed by FIRM before or within a reasonable time following payment of such taxes by FIRM, and such amounts shall be due and payable by Client promptly following billing thereof, so long as billing occurs in a reasonable time following payment by Firm.

12. LIABILITY AND INDEMNIFICATION. FIRM shall not be liable for any damages whatsoever caused by any acts or omissions beyond its control or not due to its fault. In the event that FIRM performs or omits to perform any act which may support a claim for liability or for indemnification by Client, Client shall give prompt written notice to FIRM upon its initial receipt of information that could reasonably support such claim. FIRM shall have the right to defend, or cause Client to defend, any claim for which it accepts in writing, the Client's indemnification and Client shall extend reasonable cooperation in connection with such defense, which shall be at FIRM's expense. FIRM or its designated representative shall also have the sole right to settle any such claim for which it accepts indemnification if such settlement includes a complete release of Client. Client may at its expense participate in the defense of any such claim if its position is not materially inconsistent with that of FIRM and if in its reasonable judgment such claim or the resolution thereof would have an ongoing material effect on Client. In the event FIRM fails to defend the same within a reasonable length of time, Client shall be entitled to assume the sole defense thereof, and FIRM shall be liable to repay Client for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) if it is determined that such request for indemnification was proper. The FIRM is required to provide workers compensation coverage and be in compliance with all employment laws. Upon request FIRM must provide written documentation of these coverages and compliances to the CLIENT.

640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129
Tel: 303.346.6000 | Fax: 303.346.6001 | Toll free: 800.380.1138 | www.bairanalytics.com

13. TERMINATION OF THIS AGREEMENT. This Agreement will continue in effect until terminated by Client or FIRM which termination shall occur only at the expiration of the term provided for in the Statement of Work or otherwise for a material breach of this Agreement.

14. ASSIGNMENT. Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party to third parties other than affiliates of either party without the prior written consent of the other party which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

15. NOTICES. Any requirement to "notify" , or for "notice" or "notification", in connection with the subject matter of this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service) to the party for whom intended, or five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth below its signature to this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

16. SEVERABILITY. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

17. COMPLETE AGREEMENT AND AMENDMENT. This Agreement and any written Statement of Works executed hereunder contain the entire agreement between that parties hereto with respect to the matters covered herein. Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

18. LAW AND DISPUTES. This Agreement shall be governed by the laws of the State of Arkansas its conflict of laws provisions notwithstanding. Any lawsuit pertaining to this agreement shall be brought in State courts in the State of Arkansas. The prevailing party in any brought to enforce the terms of this Agreement shall be entitled to recover its attorney's fees and costs.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized agents as of the date written above, as set forth below.

Bair Analytics, Inc.

By:_____

Date: 5/7/2015

Sean Bair
President
640 Plaza Drive Suite 340
Highlands Ranch, CO 80129

City of Fort Smith

By:_____

Date:_____

_____(print name)

_____(title)

_____(address)

BAIR ANALYTICS

STATEMENT OF WORK

In accordance with the Client Services Agreement signed between Bair Analytics, Inc. (“Firm”) and the City of Fort Smith ("Client") effective 7th day of May, 2015, it is agreed as follows:

1. This Statement of Work ("SOW") incorporates by reference all of the terms and conditions of the Client Agreement.

2. Services/Crime Analysts/Technical Personnel to be provided by FIRM:

Police Crime Analyst – BAIR Analytics will place one fully trained and capable subject matter expert on Strategic, Tactical, Operational and Administrative Crime Analysis, who is employed by BAIR Analytics, to be embedded at the City of Fort Smith’s Police Department place of operations, to perform all functions of Crime Analysis Services pursuant to the Client Services Agreement and this Statement of Work, to work full-time: 2080 hours annually minus 9 observed Federal holidays and up to 120 hours of Personal Time Off (PTO).

Reachback Analytic Support – BAIR Analytics will make available offsite, remote support of Crime Analysis functionality for Strategic, Tactical, Operational and Administrative Crime Analysis based on data provided by the City of Fort Smith. These Reachback Services will be available as a supplementary resource to the City of Fort Smith, on an as-needed basis agreed upon by both BAIR Analytics and the City of Fort Smith in cases of illness, vacation or other absence of the Firm’s embedded BAIR Analytics analyst, or during a temporary, critical operational need. The availability of these Reachback Service will be for a period that will run contemporaneous with the placement of the analysts with the City of Fort Smith.

In addition, BAIR Analytics will provide a Project Manager (PM) with whom any issues, concerns, requests or changes relating to BAIR Analytics embedded analyst resources or reachback support can be addressed by management at the City of Fort Smith. The BAIR PM for this contract will be:

Josh Levin
Pattern Analyst Manager
Phone: 303.346.6000
Email: josh.levin@bairanalytics.com

3. These services will be for a period of twelve (12) months from the Effective Date of this Agreement.

4. Fee to CLIENT for the Services/Crime Analysts/Technical Personnel to be provided by FIRM during the Term: **US $70,000** per year. There will be up to a 5% increase each year at the conclusion of this work agreement (May 7th, 2016).

   Fee to CLIENT for the Data Translation Services for both RMS/Event Data and CAD/CFS Data: **US $7,500**. This is a one-time fee that will bring data from CLIENT Records Management System and CAD System into the FIRM’s proprietary ATACRAIDS system. Additional Data Translation Services are available to include Crash Data, Offender Data, License Plate Recognition Data, Ballistics Data, and more.

Any of these data modes subsequently contracted by Client will require an additional fee to be paid by the CLIENT. Firm agrees that any extension to the one year term for services shall be at a cost not greater than a 5% increase on the fees stated herein.

Fee to CLIENT for the ATACRAIDS Agency Subscription: **US $5,440 per year**. This is an annual subscription fee that will allow all members of the Fort Smith Police Department complete and unlimited access to the FIRM's ATACRAIDS System.

Total cost for the first year of the contract will be **US $82,940** and will include Data Translation Services, ATACRAIDS Agency Subscription, the embedded BAIR Analyst and Reachback Analytic Support.

Issued by FIRM by: Sean Bair

Title: President
Date: 5/7/2015

Confirmed by CLIENT by:

Title: _____
Date: _____

640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129
Tel: 303.346.6000 | Fax: 303.346.6001 | Toll free: 800.380.1138 | www.bairanalytics.com

FortSmithPoliceDepartment

KevinLindsey,Chiefof Police

INTERDEPARTMENTALMEMORANDUM

To: **RayGosack, City Administrator**

From: **KevinLindsey, Chief of Police**

Subject: **AN ORDINANCE AUTHORIZINGEXECUTION OF AN AMENDED CONTRACT FOR SERVICE BETWEEN THE CITY OF FORT SMITH, ARKANSAS, AND BAIR ANALYTICS, INC., BY WHICH BAIR ANALYTICS, INC., WILL PROVIDE CRIME ANALYSTS, TECHNICAL PERSONNEL, ANALYTIC SOFTWARE AND SERVICES FOR CRIME ANALYSES FOR THE FORT SMITH POLICE DEPARTMENT**

Date: **May 7, 2015**

At the January 20, 2015 regular Board Meeting, Directors approved a contract between the City of Fort Smith and BAIR Analytics, Inc. for BAIR Analytics to provide Crime Analysts, Technical Personnel, Analytic software and services to the Fort Smith Police Department. This Ordinance will change the contract's date of service for the one year period. The contract start date will be amended to begin May 7, 2015 instead of February 1, 2015. This will allow the BAIR Analytics Crime Analyst 12 months of service in accordance with the contract terms to the Fort Smith Police Department.

There were no other amendments to the contract. If you have any questions please contact me.

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT ADDITION #2 TO THE CITY'S CONTRACT WITH BESHEARS CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE FIRE TRAINING TOWER

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

Contract Addition #2 to the City's contract with Beshears Construction, Inc. for the construction of the Fire Training Tower is hereby approved, increasing the contract amount by $18,951.50 for additional work including structural fill, electrical conduits, footings, and flowable fill for electrical service ditch.

This Resolution adopted this _____ day of May, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____NPR
City Attorney

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE CONSTRUCTION OF FIRE TRAINING CENTER AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO BESHEARS CONSTRUCTION, INC.

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

The construction of the Fire Training Tower Center is accepted as complete and final payment of $60,270.23 to Beshears Construction, Inc., is hereby approved.

This Resolution adopted this _____ day of May, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____NPR
City Attorney

FORT SMITH FIRE DEPARTMENT

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

Mike Richards
Fire Chief

To: Ray Gosack, City Administrator
From: Mike Richards, Fire Chief MR
Date: May 13, 2015
Re: Completion of Fire Training Tower

The construction of the fire training tower and burn building is now complete. The fire training tower is a four (4) story facility with two (2) of the levels designed for enhanced live fire training, rescue training, law enforcement SWAT training, as well as many other types of emergency response training. The benefits of this training will result in improved firefighter, law enforcement, and public safety as well as improved customer service for our citizens. The fire training tower was constructed on property located at the Fort Smith Department of Sanitation.

Therefore, for the Board's consideration, are two (2) Resolutions to (a) authorize Contract Addition No. 2 and (b) to accept the project as complete and authorize final payment to Beshears Construction, Inc. of Fort Smith, Arkansas. The first Resolution for the contract addition included five (5) Construction Change Directives (CCDs) that the fire department deemed necessary for the project. The CCD's included:

• CCD#1:	Add 115CYs of additional structural fill.	Add $1,840.00
• CCD#2:	Add conduits for future site lighting.	Add $7,232.50
• CCD#3:	Add conduits for future security cameras.	Add $1,459.00
• CCD#4:	Add post hole footings for exterior stairs.	Add $3,770.00
• CCD#5:	Provide 145 LF of flowable fill for OG&E's ditch.	Add $4,650.00

Total for Contract Addition No. 2: $18,951.50

The second Resolution is to accept the project as complete and authorize final payment to Beshears Construction, Inc., in the amount of $60,270.23. It is my recommendation that the contract addition be approved and the project be accepted as complete and the final payment authorized.

Funding for this project was provided by Act 833 funds and a one-time early portion of the fire department's share of the ¼% sales tax reallocated by the citizens of Fort Smith in March, 2012. Act 833 of 1991 provides fire departments in the State of Arkansas additional funding through insurance premium taxes to be used for certain functions, such as firefighter training. With the approval of Contract Addition No.2, the overall contract will increase from $1,176,000.00 to $1,205,404.50. The final cost was still $94,595.50 below our budget estimate of $1,300,000.00.

Attachments: 2

Project Summary

Project status: Complete

Project name: Fire Training Tower

Today's date: April 24, 2015

Project number: 3560

Staff contact name: Mike Richards

Project engineer: N/A

Staff contact phone: 479-783-4052

Project contractor: Beshears Construction, Inc.

Notice to proceed issued: July 26, 2014

	Dollar Amount	Contract Time (Days)
Original contract	$1,176,000.00	225
Contract Additions:		
Contract Addition No. 1	$10,453.00	
Contract Addition No. 2	$18,951.50	
Total contract additions	$29,404.50	
Adjusted contract	$1,205,404.50	225
Payments to date (as negative):	$1,145,134.27	
Amount of this payment	$60,270.23	
Retainage held	$0.00	
Contract balance remaining	$0.00	
Amount (over/under) as a percentage	2.5%	

Final comments: With approval of Contract Addition Number Two, the contract increases by $29,404.50 (+2.5% contract amount of $1,205,404.50. The project was finished on time.

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: May 13th, 2015

SUBJECT: Comprehensive Plan Implementation Committee

The applicants available at this time for appointment to the Comprehensive Plan Implementation Committee are:

Sheri L. Neely	1809 Wellington
Richard Spearman	11212 Maple Park Drive
Richard Morris	1117 North 7 Street
Shael P. McDonald	614 South 23 Street
Pete Hanham	7819 Valley Forge Rd.
Ken Pevehouse	3010 Beverley Drive
Kelsey Kelton	1507 Wheaton Trail
Daniel Maher	504 North 19 Street
Robert Mark Horn	2400 Rannoch Lane
Keith Loris	411 Belle Avenue

Appointments are **by the Board of Directors,** one appointment is needed. The term will expire April 21, 2020.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

Printed on 100% Recycled Paper

Comprehensive Plan Implementation Committee

The responsibilities of the committee include periodic progress meeting with City staff, a review of the annual, biennial and quinquennial reports on the progress of the comprehensive plan; provide feedback before the reports are finalized, and assist with preparation of a scorecard to show how the plan is implemented. The committee may also assist by working with neighborhood and other community groups providing them with progress reports and helping them get involved.

The committee shall consist of nine (9) at large appointments, to be made by the board of directors, one (1) member of the Planning Commission and one (1) member of the Parks Commission. The Planning Commission and Parks Commission shall each select their representatives for the committee. All terms shall be for five (5) years, after which time the board of director shall determine future terms. The representatives of the Planning Commission and Parks Commission must continue to be a member of their respective commission while serving on the committee. If such committee member ceases to be a member of his/her respective commission, the commission shall designate another of its members to fill the remainder of the term on the committee. The committee meets *on call.*

	DATE APPOINTED	TERM EXPIRES
Alex J Sanchez Banker 9811 East Pointe Drive (03) 221-0327 (h) 709-8813 (w) asanchez@arvest.com	04/21/15	04/21/20
Keley Simpson Mission Facilitator P.O. Box 11293 (17) 221-2784 (h) 783-8919 (w) keley@1pres.org	04/21/15	04/21/20
Tim Hearn Executive Director 8901 Moody Rd. (03) 650-8080 (h) 783-1078 (w) Tim@fsems.org	04/21/15	04/21/20

John Cooley Propak Logistics CFO 26 Haven Drive (01) 783-4247 (h) 478-7800 (w) jcooley@propak.com	04/21/15	04/21/20
Galen Hunter Architect 10017 Foxboro Road (03) 650-5150 (h) 782-1051 (w) ghunter@mahgarch.com	04/21/15	04/21/20
Mitch Minnick Assistant ED & Development Director 650-6704 (h) 782-4991 x 28 (w) mminnick@fortsmithha.com	04/21/15	04/21/20
Paula Linder 7100 Riviera Drive (03) 452-3785 (h) 650-0119 (w) pttinder@swbell.net	04/21/15	04/21/20

Planning Commission Appointment

Thomas E. Howard Jr. 3121 Jackson (03) 648-9226 (h) 452-2636 (w) rhoward@risley-associates.com	04/16/15	04/21/20

Parks and Recreation Appointment

CITY OF FORT SMITH

Application for City Boards/Commissions/Committees

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

Date: 3-23-15

Name: Sheri L. Neely Home Telephone: 479-650-5781

Home Address: 1809 Wellington Work Telephone:

Zip: 72908 Email: NEELYSL@gmail.com

Occupation: Retired, District Manager Kelly Services
(If retired, please indicate former occupation or profession)

Education: W.M.U. (Western Michigan University)

Professional and/or Community Activities: CURRENT - Board member, Treasurer Christmas Honors, Nobel Cause Award, and Fianna Hills P.O.A.
PAST - Board of Directors, Chamber of Commerce, Ft. Smith Rotary Club, WAHRA Western AR Human Resource Assoc.

Additional Pertinent Information/References:

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

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

Yes ___ NO ✓

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

[redacted] Date of [redacted]n will be use to conduct a criminal [redacted]pplicants).

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
() Animal Services Advisory Board
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
(X) Comprehensive Plan Imp. Committee
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
( ) Housing Assistance Board

( ) Library Bd of Trustees

( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission

( ) Outside Agency Review Panel
( ) Parking Authority
( ) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902

wmathis@fortsmithar.gov

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

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

Date: 3/9/2015

Name: Richard L. Spearman Home Telephone: 479 462-2560

Home Address: 11212 Maple Park Dr Work Telephone: 479 785 6204

Zip: 72916 Email: rspearman@arcb.com

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

Education: JD Degree, University of Arkansas

Professional and/or Community Activities: Member Fort Smith Planning Commission
Member Board of Directors, Mercy Gest Housing, Inc

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes ✓ No ___
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes ___ NO ✓
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration
Drivers License AR [redacted] Date of Bi[redacted]
information will be use to conduct a criminal back ground check of all applicant

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

( ) Audit Committee
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CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

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

Date: 3/22/2015

Name: RICHARD MORRIS

Home Telephone: 479-431-4311

Home Address: 1117 N. 64th St.

Work Telephone: _____

Zip: 72901

Email: rmfsar@gmail.com

Occupation: See Attachment X

(If retired, please indicate former occupation or profession)

Education: Electronics, Business, Law

Professional and/or Community Activities: See attached.

Additional Pertinent Information/References: _____

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

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

Yes___ (NO)___

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

Drivers License [redacted] Date of Birth [redacted]

information will be [redacted] ground check of all applicants

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

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wmathis@fortsmithar.gov

Applicant's Signature 3/22/15

RICHARD MORRIS(Retired), 1117 N 6th Street, (479)431-4311, rmfsar@gmail.com

OCCUPATIONS were as follows.

Residential construction, renovation and speculation for new, existing and historic properties.
Previously licensed electrician and high rise elevator technical engineer.
Real Estate investment property management

EDUCATION:
Electronics Degree, also attended Business and Law Schools.

PROFESSIONAL /COMMUNITY ACTIVITIES:
Executive Board member for Homeowners Association and Labor Organization.

FORT SMITH COMMUNITY ACTIVITIES:
Neighborhood liaison to Arkansas&Missouri Railroad.(Collaborated with Railroad Yard Trainmaster to reduce neighborhood Locomotive Diesel emissions which resulted in successfully reducing impact on elderly residents and preschool children downwind. I coordinated rescue efforts among FSPD Animal Control and local dog rescue volunteers to trap and rehome stray and feral dogs roaming the railroad yards and adjacent neighborhoods.

I am actively involved assisting enforcement of Municipal codes by assisting various Fort Smith municipal departments, such as the following:

Neighborhood Services for safety and maintenance issues.

FSPD I participate in ongoing surveillance which has resulted in arrests of drug dealers and protection for abused children.

FSPD Animal Control: I have helped catch over 18 stray dogs in 4 years.

FSFD I have identified and reported hazards for fire and air pollution resulting in fire prevention and shutdown of an illegal incinerator emitting toxic fumes on the North side of town.

REFERENCES:

Chief Kevin Lindsay, Sgt. Brandon Bird (FSPD), Pam Weber and Phil Merry (former Directors), Roger McAlester and Arthur West (Animal Control Officers),
Neighborhood Services: Jimmie Deer, Rick Ruth, Dean Polk, Larry Neuman (Inspectors)

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

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Date: March 10, 2015

Name: Shael P. McDonald

Home Telephone: 479-769-5309

Home Address: 614 S. 23rd Street

Work Telephone: 479-788-7160

Zip: 72901

Email: shael_mcdonald@yahoo.com

Occupation: Assistant to Vice Chancellor for Enrollment Management
(If retired, please indicate former occupation or profession)

Education: BA in Rhetoric and currently working on Masters of Jurisprudence in Energy Law

Professional and/or Community Activities: Treasurer of Beautify Fort Smith

Trustee of Park Partners of Fort Smith, Inc.

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes x No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO x
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from cons[illegible]

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( ) Residential Housing Facilities Board

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wmathis@fortsmithar.gov

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Date: 2/20/2015

Name: Pete Hanham

Home Telephone: 479-221-1991

Home Address: 7819 Valley Forge Rd

Work Telephone: 479-494-8148

Zip: 72903

Email: phanham@gmail.com

Occupation: Sr. Account Analyst, ArcBest Technologies
(If retired, please indicate former occupation or profession)

Education: BS-Mgmt Of Info Systems, Oklahoma State University

Professional and/or Community Activities: Fort Smith Comprehensive Plan Steering Committee, Fort Smith Jaycees (past VP), YEL

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from co
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Date: 3/19/15

Name: Ken Pevehouse

Home Telephone: (479) 782-1975

Home Address: 3010 Beverley Drive

Work Telephone: (479) 784-8470

Zip: 72901

Email: kenpevehouse@gmail.com

Occupation: Lead Information Analyst
(If retired, please indicate former occupation or profession)

Education: BSBA

Professional and/or Community Activities: _____

Additional Pertinent Information/References: Former City Director

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

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

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

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Date: 3/19/15

Name: Kelsey Kelton

Home Telephone: 479-462-9910

Home Address: 1501 Wheaton Dr.

Work Telephone: n/a

Zip: 72908

Email: KKel54@gmail.com

Occupation: Sales Rep - Medical

(If retired, please indicate former occupation or profession)

Education: BA in political science from UA Fayetteville

Professional and/or Community Activities: Special Olympics Area 4 Committee member, Alumnae Kappa Delta Zeta Gamma

Additional Pertinent Information/References: Lifelong Fort Smith resident

reference: Kevin Kelton, VP Forsgren Inc.

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

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

Yes___ NO X

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

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Application for City Boards/Commissions/Committees

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Date: 3/19/15

Name: Daniel Maker

Home Telephone: 479.462 7872

Home Address: 504 North 19th

Work Telephone: 479 788 7572

Zip: 72901

Email: Daniel.Maker@uafs.edu

Occupation: Assistant Professor of Anthropology and Sociology
(If retired, please indicate former occupation or profession)

Education: Ph.D Anthropology, MS Sociology, B.S. Sociology

Professional and/or Community Activities: Currently on Outside Agency Panel, Next Step Homeless Board 2008-2014, Fort Smith Multicultural Center 1998-2002

Additional Pertinent Information/References:

Billy D. Higgins, Associate Professor of History 788-7588

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

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

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

Drivers License ___ Date of Birt[illegible]

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

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Application for City Boards/Commissions/Committees

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Date: 3/22/15

Name: Robert Mark Horn

Home Telephone: 479/649-8923

Home Address: 2400 Ranasch Ln.

Work Telephone: 479/788-7810

Zip: 72908

Email: mhorn48@live.com

Occupation: Vice Chancellor at UAFS (Retired June 2014)
(If retired, please indicate former occupation or profession)

Education: MBA

Professional and/or Community Activities: Airport Commission, Audit Committee, Boy Scout Executive Board,

Additional Pertinent Information/References: Serving one year as Director of The Leadership Fort Smith program / Dr. Paul Beran

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

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

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from con
Drivers Licen _____ Date of Birt his
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Name KEITH LORIS Date 3-23-2015

Home Address 411 BELLE AVE Home Telephone 479-784-9944

Zip 72901 Work Telephone: SAME-RETIRED

Email DUCK1@MYNEWROADS.COM

Occupation: AUTO BUS.
(If retired, please indicate former occupation or profession)

Education 2 1/2 years Auto Vo Tech - LOCAL

Professional and or Community Activities 1981 MAN OF THE YEAR AWARD WINNER FT. SMITH JR. Chamber of Comm.

Additional Pertinent Information References See story of my talk a UoA Member FT. SMITH TROLLEY ASS. FT. SMITH ARK. ON BACK. - REFERENCE - IVY OWNES CHAFFE CROSSING BRADLEY MARTIN FT. SMITH TROLLEY

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

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

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

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Keith Loris

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

Posted

Auto Industry Pro Hopes To Encourage New Generation In UAFS Talk

Times Record Staff

A "car crazy" retiree who enjoyed a successful career in the automotive industry after graduating from then-Westark Junior College hopes to inspire a new crop of students to follow in his tracks.

Keith Loris, who graduated in 1972 from what would eventually become the University of Arkansas at Fort Smith, is scheduled to speak to automotive students on campus at 12:30 p.m. Thursday.

"I'm going to tell those boys I hope you're just as sick as I am because I'm car crazy," Loris said. "I just love it. I eat it up. I enjoyed the job so much, I didn't even know I was working."

Upon his campus return, the Fort Smith native hopes to encourage the students to stay the course.

"I went through that program 43 years ago, and I've had a great career," he said. "I want to tell them they've made the right choice and to stick with it. People look down on mechanics, but they're really needed. America runs on its wheels."

I gave this talk on March 19th., 2015

Keith Loris

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: May 11th, 2015

SUBJECT: Fort Smith Municipal Employees Benevolent Fund Board of Advisors

The terms of Mr. Ronnie Rogers and Ms. Barbara Williams will expire June 30, 2015. Mr. Rogers and Ms. Williams both wish to be reappointed.

There are no other applicant available at this time.

Appointments are **by the Board of Directors,** two appointments are needed. The terms will expire June 30, 2018.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

Printed on 100% Recycled Paper

FORT SMITH MUNICIPAL EMPLOYEES BENEVOLENT FUND BOARD OF ADVISORS

The Fort Smith Municipal Employee's Benevolent Fund was established December 23, 1991. The fund provides for a trust fund to be used to provide emergency assistance to the employees of the City of Fort Smith and their immediate families, including immediate families of deceased employees of the various city departments whenever such employees or their immediate families sustain extraordinary expenses (including, but not limited to: housing, clothing, food, educational, medical and dental expenses). Distributions from the fund shall be at the discretion
of the Board of Advisors of the fund.

The Board of Advisors consists of nine persons as follows: two members of the Police Department, two members of the Fire Department, two members of other city departments, and two other adults who are citizens of the City of Fort Smith. The Mayor serves as a member , ex-officio, and presides at meetings of the Board of Advisors. Members of the Board of Advisors are appointed by the Board of Directors. (Three year terms).

	DATE APPOINTED	TERM EXPIRES
Police Department Representatives:		
Barbara Williams 7113 South T Street (03) 414-3545 (h) 709-5155 (w) bwilliams@fortsmithpd.org	05/15/12	06/30/15
Jamie Hammond 705 Lost Bridge (72956) 410-1204 (h) 709-5119 (w) jhammond@fortsmithpd.org	05/21/13	06/30/16
Fire Department Representatives:		
Ronnie Rogers 1512 North 43 (04) 883-3131 (h) 783-4052 (w) rrogers@fortsmithar.gov	05/15/12	06/30/15

Teddy Abbey 1505 Quebec Dr (08) 649-8574 (h) 783-4052 (w) tabbey@fortsmithar.gov	05/21/13	06/30/16

Other City Department Representatives:

Patrick Geels 4420 Park Avenue (03) 783-0045 (h) 788-8938 (w) pgeels@fortsmithar.gov	05/20/14	06/30/17
April Byrd P.O. Box 396 Hackett, AR 72937 709-5178 (w) 479-353-1889 (h)	11/19/13	06/30/16

Citizen Representatives:

Mary C. Moore UAMS 3424 No. 27 Street (04) 424-3960 (w) 434-3658 (h) mcmoore@uams.edu	06/21/11	06/30/17
Rhonda Royal Sykes Enterprises 4200 North 6 Street #518 (04) 461-4041 (h) 784-8600 (w) royalfort@aol.com	07/15/14	06/30/17

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

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

Date: 4/8/15

Name: Ronnie Rogers

Home Telephone: 479-883-3131

Home Address: 1512 N. 43

Work Telephone: 479-739-6501

Zip: 72904

Email: RRogers@FortSmithAR.gov

Occupation: Fire Fighter (Fire Marshal)
(If retired, please indicate former occupation or profession)

Education: High School

Professional and/or Community Activities: State Fire Prevention Board member

State Fire Marshal Board member

Additional Pertinent Information/References:

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consider
Drivers License [redacted] Date of B [redacted] (This information will be use to conduct a criminal back ground check of all applicants).

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

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

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

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

Date: 4-8-15

Name: Barbara Williams

Home Telephone 479-414-3545

Home Address: 7113 South T Street Fort Smith AR

Work Telephone: 479-709-5155

Zip: 72903

Email: bwilliams@fortsmithpd.org

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

Education: AA & BA

Professional and/or Community Activities:
Member Evangel Temple

Additional Pertinent Information/References:

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

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

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

Drivers License [redacted] Date of [redacted]

Information will be used for background check of all applicants.

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

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
( ) Animal Services Advisory Board
( ) Arkansas Fair & Exhibition Facilities Bd
(✓) Benevolent Fund Board
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( ) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

Barbara Williams

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: May 13th, 2015

SUBJECT: Transit Advisory Commission

The terms of Mr. Dustin Perceful and Ms. Treopia Jordan of the Transit Advisory Commission will expire June 15th, 2015. Mr. Perceful wishes to be reappointed to this commission and Ms. Treopia does not wish to be reappointed.

The applicant available is:

Keith Loris 411 Belle Avenue

Appointments are **by the Mayor confirmed by the Board of Directors,** two appointments are needed. The terms will expire June 15, 2018.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

Printed on 100% Recycled Paper

TRANSIT ADVISORY COMMISSION

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

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

	DATE APPOINTED	TERM EXPIRES
Dustin Perceful 4615 South R Street (03) 651-0865 (h) 471-3482 (w) ke5sxm@gmail.com	05/15/12	06/15/15
Treopia Jordan 5105 South 33 Street (03) 420-1134 (c) treopia@sbcglobal.net	05/15/12	06/15/15
Guadalupe Contreras 2008 South 6 Street (01) 222-6671 (h) 452-7500 (w)	02/17/15	07/15/16
Charles Poole 8503 Ashberry Court (08) 478-6883 (h) cpoolec@cox.net	07/20/10	07/15/16
Tim Hearn Executive Director, Fort Smith EMS 2419 South Greenwood (01) 783-1078 (w) tim@fsems.org	12/17/13	07/15/17

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

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

Date: May 11, 2015

Name: Dustin L. Perceful Home Telephone: (479) 651-0865

Home Address: 4615 South R Street, Fort Smith, AR Work Telephone: (479) 262-5209

Zip: 72903 Email: dustin.perceful@red-classic.com

Occupation: Driver Recruiter, Red Classic Transportation
(If retired, please indicate former occupation or profession)

Education: University of Arkansas, Fayetteville, AR – B.S. Business Administration, 1992

Professional and/or Community Activities:

- Fort Smith Transit Advisory Commission , appointed 2012
- Fountain of Youth Adult Day Center, Board of Directors, 2012
- St. Boniface Catholic School Development Advisory Board
- FSPD Citizens Academy 2009
- Ft. Smith Citizens Academy 2012

Additional Pertinent Information/References: Current serving on the Transit Board as Vice Chairman.

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ No X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from
Driver's [redacted] information will be use to conduct a criminal [redacted]

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

( ) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
() Animal Services Advisory Board
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
() Comprehensive Plan Imp. Committee
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
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( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
(X) Transit Advisory Commission
( ) Residential Housing Facilities Board

Transit

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

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

Date: 3-23-2015

Name: KEITH LORIS

Home Telephone: 479-784-9944

Home Address: 411 BELLE AVE

Work Telephone: SAME-RETIRED

Zip: 72901

Email: DUCK1@MYNEWROADS.COM

Occupation: AUTO BUS.
(If retired, please indicate former occupation or profession)

Education: 2 1/2 years Auto Vo Tech - LOCAL

Professional and/or Community Activities: 1981 MAN OF THE YEAR AWARD WINNER FT. SMITH JR. Chamber of Comm.

Additional Pertinent Information References: See story of my talk a UoA Member FT. SMITH TROLLEY ASS. FT. SMITH ARK. ON BACK. - REFERENCE - IVY OWNES CHAFFE CROSSING BRADLEY MARTIN FT. SMITH TROLLEY

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

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

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

Drivers License [illegible] Date of Birt [illegible] (This information will be use to conduct a criminal back ground check of all applicants.

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

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- ( ) Advertising & Promoting Commission
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- ( ) Bldg. Bd. Of Adjustment and Appeals
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- ✓ Historic District Commission
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- ( ) Oak Cemetery Commission
- ( ) Outside Agency Review Panel
- ( ) Parking Authority
- ✓ Parks & Recreation Commission
- ✓ Planning Commission
- ( ) Plumbing Advisory Board
- ( ) Port Authority
- ✓ Property Owners Appeals Board
- ( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
- ✓ Sister Cities Committee
- ✓ Transit Advisory Commission
- ✓ Residential Housing Facilities Board

Keith Loris

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov