



Mayor – Sandy Sanders

Acting City Administrator – Jeff Dingman

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

September 15, 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 SEPTEMBER 1, 2015 REGULAR MEETING

ITEMS OF BUSINESS:

1. Presentation: Arkansas Regional Organ Recovery Agency (ARORA) recognition of City employee participation in the Workplace Partnership for Life Program
2. Public hearing and ordinance to close and vacate portions of public rights-of-way located in Reserve Addition, an addition to the City of Fort Smith, Arkansas (*undeveloped portions of South 4th Street and South “C” Street*)
3. Ordinance declaring a temporary moratorium on the receipt and consideration of requests to waive fees for city services ~ *Directors Lorenz, Lau, Good and Pennartz placed on the agenda on September 10, 2015 ~*

4. Consent Agenda

- A. Resolution authorizing the Mayor to execute an agreement with Bookhouse Group, Inc. for the publication of a book commemorating the City's bicentennial
- B. Resolution approving and authorizing execution of services contract (City Administrator position) (*\$23,250.00 / Administration / Not-Budgeted – 4201-219*)
- C. Resolution adopting annual audit requirements and retaining BKD, LLP as external auditors
- D. Resolution accepting bid for the purchase of backhoe loader (*\$81,488.00 / Utilities Department / Budgeted - 5610 Operating Fund & Capital Outlay*)
- E. Resolution accepting bid for the sale of surplus parcel of land and authorizing the execution of all necessary documentation pertaining to the land thereof (*900 North 14th Street*)
- F. Resolution authorizing the Mayor to execute an easement with Oklahoma Gas & Electric Company (Mill Creek Pump Station)
- G. Resolution authorizing the Mayor to execute an agreement with Hawkins Weir Engineers, Inc. for providing engineering services for the Wastewater Pump Station / Force Main Evaluations (*\$2,088,420.00 / Utility Department / Budgeted - 2014 Sales and Use Tax Bonds & upcoming 2015 Water and Sewer Revenue Bonds*) ♦
- H. Resolution authorizing the execution of a mutual-aid police protection agreement between the City of Fort Smith, Arkansas and the City of Bentonville, Arkansas
- I. Resolution authorizing the execution of a mutual-aid police protection agreement between the City of Fort Smith, Arkansas and the City of Rogers, Arkansas

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments: Fire Code Board of Appeals and Adjustments (2)

ADJOURN

2.

ORDINANCE NO. _____

**AN ORDINANCE ENTITLED, AN ORDINANCE TO CLOSE AND VACATE
PORTIONS OF PUBLIC RIGHTS-OF-WAY LOCATED IN
RESERVE ADDITION, AN ADDITION TO THE CITY OF FORT SMITH, ARKANSAS**

WHEREAS, a petition was duly filed with the Board of Directors of the City of Fort Smith, Arkansas, on the 27th day of August 2015, asking the Board of Directors to vacate and abandon certain street rights-of-way located in Reserve Addition, an addition to the City of Fort Smith, Arkansas, more particularly described as follow:

South “C” Street Closing

That portion of South “C” Street right of way between Block 555 and Block 572 of Reserve Addition to the City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the SW corner of said Block 555 on the east right of way of the Missouri-Pacific Railroad; thence S89°55’45”E along the south line of said Block 555, 109.55’; thence S29°35’15”E 57.50’ to the north line of said Block 572; thence N89°55’45”W along said north line of Block 572, 138.00’ to the NW corner of said Block 572; thence N00°04’15”E 50.00’ to the Point of Beginning.

South 4th Street Closing

That portion of South 4th Street right of way between Block 573 and Block 574 of Reserve Addition to the City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the SE corner of said Block 573 on the north right of way line of South “E” Street; thence N00°00’14”E along the east line of said Block 573, 272.55’; thence S19°04’12”E 153.01’ to the west line of said Block 574; thence S00°00’14”W along said west line of Block 574, 127.94’ to the SW corner of said Block 574; thence N89°59’46”W 50.00’ to the Point of Beginning.

WHEREAS, after notice as required by law, the Board of Directors has at the time and place mentioned in the notice duly published as required by law, heard all persons as desiring to be heard on the questions, and has ascertained that the said street rights-of-way as described above has heretofore been dedicated to the public use as street rights-of-way and at this time is no longer required for the corporate purposes, and that said portion of the street rights-of-way is of no practical purpose or general purpose to the citizens of Fort Smith and it is in the best interest of the citizens of Fort Smith that the street rights-of-way be closed; and that the public interest and welfare will not be adversely affected by the abandonment of the said street rights-of-way.

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

SECTION 1: The City of Fort Smith hereby releases, vacates and abandons all of its rights, title and interest, together with the right of the public generally, in and to the street rights-of-way designated as follows:

South “C” Street Closing

That portion of South “C” Street right of way between Block 555 and Block 572 of Reserve Addition to the City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the SW corner of said Block 555 on the east right of way of the Missouri-Pacific Railroad; thence S89°55’45”E along the south line of said Block 555, 109.55’; thence S29°35’15”E 57.50’ to the north line of said Block 572; thence N89°55’45”W along said north line of Block 572,

138.00' to the NW corner of said Block 572; thence N00°04' 15"E 50.00' to the Point of Beginning.

South 4th Street Closing

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SECTION 2: A copy of this Ordinance duly certified by the City Clerk shall be filed in the Office of the County for the Fort Smith District of Sebastian County, Arkansas, and recorded in the deed records of said county.

SECTION 3: This Ordinance shall take effect and be in effect from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF SEPTEMBER 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



Publish One Time

Memo

To: Jeff Dingman, Acting City Administrator
From: Wally Bailey, Director of Development Services
Date: 9/10/2015
Re: Request to vacate portions of rights-of-way for South 4th Street and South "C" Street in Reserve Addition at 301 South E Street

The Fort Smith Planning Department is assisting the Old Fort Homeless Coalition (OFHC) in the abandonment of portions of rights-of-way for South 4th Street and South "C" Street located on OFHC's property located at 301 South "E" Street. The property is the location of the former Riverside Furniture plant and the future site of the Riverview Hope Campus. A vicinity map showing the location of the property is enclosed.

Both of the undeveloped street right-of-ways proposed for abandonment are located on OFHC's property. Exhibit A shows the locations of the rights-of-ways proposed for abandonment. Abandonment of the street rights-of-way will facilitate the redevelopment and platting of the site.

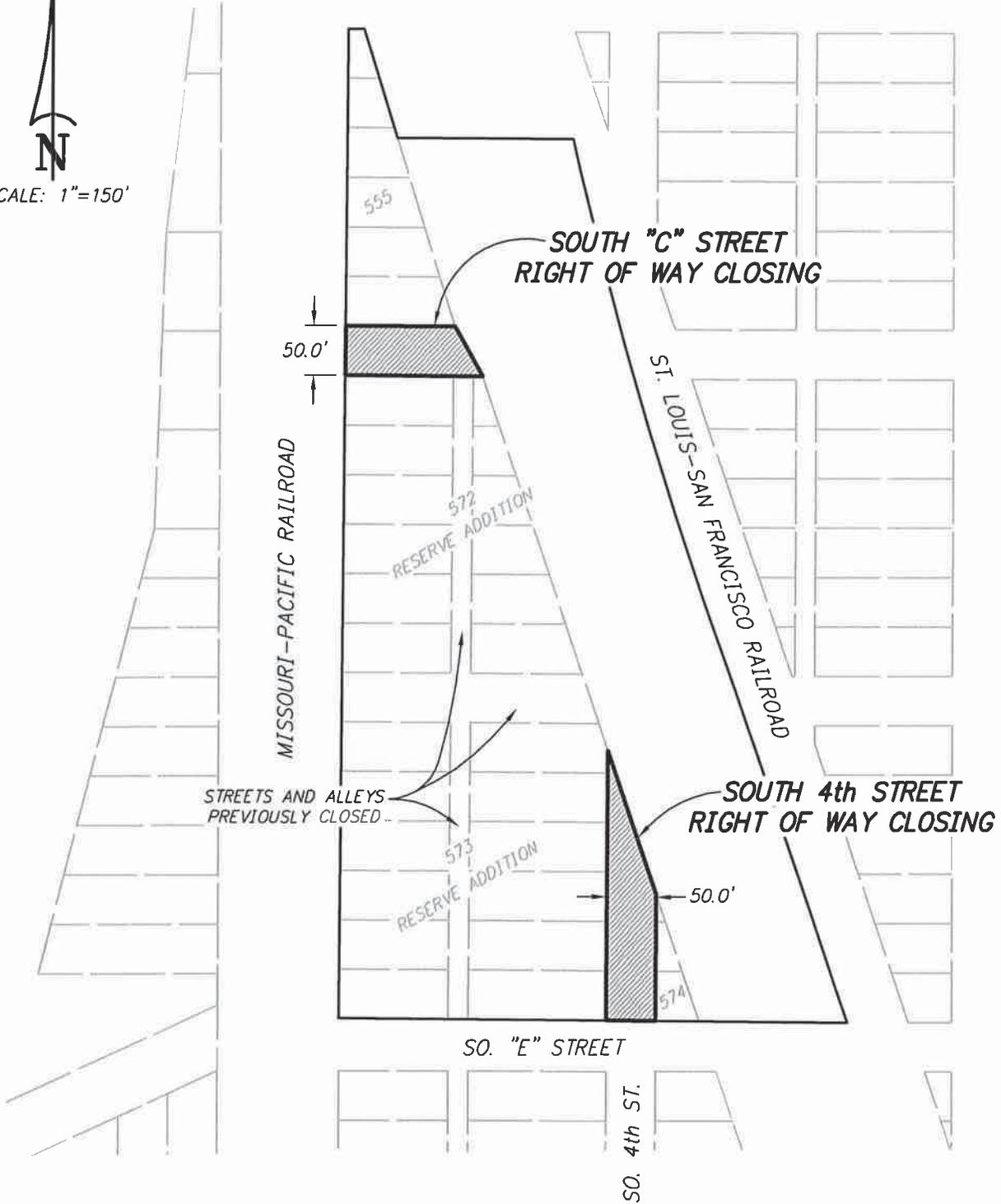
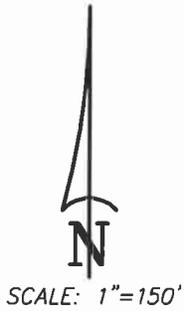
Staff contacted the franchise utilities, appropriate city departments as well as property owners within 300 feet of the proposed abandonment. The City Utility Department and OG&E have requested that both rights-of-way be retained as public utility easements and shall not be encumbered by any future structures. The owner has agreed and will submit a plat dedicating the rights-of-way as public utility easements. There were no other concerns regarding the abandonments.

In keeping with the Board's policy, all applicants requesting right-of-way abandonments are required to sign a Memorandum of Understanding (MOU). A MOU stipulates the applicant or its assigns will not make any claims for compensation in the event the city exercises the power of eminent domain to reclaim the abandoned rights-of-way. Enclosed is a copy of the MOU executed by the property owner. (See Exhibit B.)

Enclosed for the board's consideration is an ordinance authorizing the abandonment of the street rights-of-way.

If you have any questions regarding this matter, please do not hesitate to contact me.

Enc.



U:\DRAWINGS\PROJECTS\2015\2015030 OLD FORT HOMELESS COALITION\EXHIBIT.DWG. 5/1/2015 10:00 AM. STEVE HENDRIX. LAYOUT

HW HAWKINS & WEIR
ENGINEERS, INC.

110 South 7th Street • Van Buren, Arkansas 72956 • (479) 474-1227
211 Natural Resources Drive • Little Rock, Arkansas 72205 • (501) 374-4846
www.hawkins-weir.com

FORT SMITH, ARKANSAS
STREET CLOSING EXHIBIT
RESERVE ADDITION

FOR: OLD FORT HOMELESS COALITION

DATE: 04/30/15

SCALE: 1"= 150'

JOB NO. 2015030

MEMORANDUM OF UNDERSTANDING

On _____, 2015, the Board of Directors of the City of Fort Smith passed Ordinance No. _____ closing, vacating and abandoning portions of South "C" Street right-of-way and South 4th Street right-of-way located in Reserve Addition, an addition to the City of Fort Smith, Sebastian County, Arkansas, more particularly described as follows:

South "C" Street Closing

That portion of South "C" Street right of way between Block 555 and Block 572 of Reserve Addition to the City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the SW corner of said Block 555 on the east right of way of the Missouri-Pacific Railroad; thence S89°55'45"E along the south line of said Block 555, 109.55'; thence S29°35'15"E 57.50' to the north line of said Block 572; thence N89°55'45"W along said north line of Block 572, 138.00' to the NW corner of said Block 572; thence N00°04'15"E 50.00' to the Point of Beginning.

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For good and valuable consideration, the receipt of which is hereby acknowledged, Old Fort Homeless Coalition, Inc., agrees that in the event the City of Fort Smith, condemns all or a

portion of the lands and buildings contiguous to said rights-of-way and owned by the Old Fort Homeless Coalition, Inc., their successors or assigns, under the power of eminent domain, that the property owner, their successors or assigns, will make no claim to compensation for the value of the abandoned rights-of-way described above. Nothing contained herein shall preclude the Old Fort Homeless Coalition, Inc., or their successors or assigns from claiming compensation for improvements situated on the rights-of-way in the event of condemnation. By way of example, and example only, if the City condemns the Old Fort Homeless Coalition, Inc., property and the total land condemned is 100,000 square feet and the abandoned right-of-way constitutes 10,000 square feet of that total, then the value of the land shall be reduced by 10% for condemnation compensation purposes.

This Memorandum of Understanding shall be binding on the Old Fort Homeless Coalition, Inc., and their successors or assigns.

In witness whereof, this document is executed this 8th day of September, 2015.

OLD FORT HOMELESS COALITION, INC.

BY: Karen Phillips
SIGNATURE

KAREN PHILLIPS, PRESIDENT
PRINTED NAME AND TITLE

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 8th day of September, 2015, before me, a Notary Public within and for the aforesaid county and state, duly commissioned and acting, appeared, Karen Phillips, to me personally well known as, or proven to be, the person whose name appears upon the within and foregoing document and stated that she is the president of the Old Fort Homeless Coalition, Inc. and is duly authorized to execute the foregoing conveyance for and on its behalf and she respectively acknowledged to me that she had executed the same for the consideration and purposes therein mentioned and set forth, and I do so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office as such Notary Public at the County and State aforesaid on this 8th day of September 2015.

Gina Lee Slusher
Notary Public

My Commission Expires:
6-6-2024



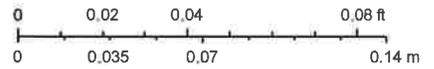
VICINITY MAP 301 South E Street



August 28, 2015

- Fort Smith City Limits
- Parcels

1:1,850



**CITY OF FORT SMITH, ARKANSAS
REQUEST FOR ABANDONMENT OF PUBLIC RIGHT-OF-WAY OR ALLEY OR EASEMENT**

APPLICATION:

Indicate one contact person for application: Applicant Representative

City Clerk
FILED 8-27-15
HZG

Applicant (owner)

Representative (engineer, attorney, realtor, etc)

Name: Old Fort Homeless Coalition

Name: City of Fort Smith Planning Department

Address: 301 South E Street
Fort Smith, AR 72901

Address: 623 Garrison Avenue
Fort Smith, AR 72901

Telephone Number: 479-785-2303

Telephone Number: 479-784-2216

E-Mail: N/A

E-Mail: planning@fortsmithar.gov

Site Address/Location: 301 South E Street

Legal Description of area to be vacated (attach separate sheet if necessary): _____

See attached legal descriptions

Assessor's Parcel Number for Subject Property: 16477-0001-00573-00

Reason for Request: The portions of South 4th Street and South C Street proposed for abandonment are located on the property of the future Riverview Hope Campus. Both of the rights-of-ways are undeveloped as streets, but will be retained as easements for existing utilities.

Current Status of Right-of-Way/Easement: Undeveloped street right-of-ways with existing sanitary sewer line and OG&E facilities.

APPLICANT/REPRESENTATIVE: I certify under penalty of perjury 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 if it is determined following review of the application by city staff that ongoing utility interests must be protected through easement dedications, the applicant or his authorized agent shall be required to develop and submit a fully executed easement. Additionally, I understand that the applicant or agent will be required to execute a Memorandum of Understanding regarding any right-of-way abandonments and understand that no action will be taken by the Board of Directors on an abandonment request until said utility easement, if determined by staff is necessary, and Memorandum of Understanding are on file with the city.

I understand that I shall bear the expense of publication of notice given by the City in addition to the expense of publication of the ordinance after adoption by the Board of Directors.

Name: (printed) Wally Bailey, Director of Development Services

Signature:  Date: 8/27/15

Property Owner(s)/Authorized Agent: *I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is subject of this application and that I/we have read this application and consent to its filing.*

Note: If application is signed by authorized agent, all owners must sign and submit "Authorization of Agent" form.

Application Checklist:

- A list from the Sebastian County Assessor's Office showing all property owners within 300 feet of all perimeter points of the tract being considered for abandonment. (*County Assessor is located in Room 107 of the Sebastian County Courthouse*). *
- Abstractor's Certificate of Ownership stating names of all owners of property abutting the property to be vacated *
- Petition with signatures of all abutting property owners *
- Metes and Bounds legal description of the area to be vacated (Provide hard copy and CD containing legal description in MS Word)
- Hard copy and PDF of survey of the site depicting the perimeter property lines and area within the property to be vacated
- Application Fee of \$150.00. This fee is non-refundable.

*Not needed for easement abandonments

The Planning Department will post a sign like the one shown below at area proposed for vacation. Once the sign is posted, it must be left in place until the vacation is approved by the Board of Directors. The planning staff will remove the sign the following day after by the Board of Directors meeting.



ORDINANCE NO. _____

AN ORDINANCE DECLARING A TEMPORARY MORATORIUM ON THE RECEIPT AND CONSIDERATION OF REQUESTS TO WAIVE FEES FOR CITY SERVICES

WHEREAS, revenues derived from fees for city services are important sources of revenue to the City’s operating budgets, particularly the General Fund.

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

Section 1. No request or proposal for the City to waive fees associated with any city service, including services for special event requests, will be considered by the City staff or by the City’s Board of Directors prior to December 31, 2016.

Section 2. The provisions of Section 1 do not apply to projects initiated or being conducted by one of the city’s various operating departments.

This Ordinance adopted this _____ day of September, 2015.

Mayor

ATTEST:

City Clerk

Approved as to Form:



City Attorney
No Publication Required

Memo



To: Honorable Mayor & Members of the Board of Directors
From: Jeff Dingman, Acting City Administrator
Date: 9/11/2015
Re: City fees for services

Director Lorenz contacted the city clerk's office and requested an item be placed on the September 15, 2015 regular meeting agenda to declare a temporary moratorium on waivers of fees for city services, including services for special event requests. The request was submitted to all members of the Board with Directors Lau, Good, and Pennartz concurring to the request. The placement of the requested item requires the concurrence of four directors.

Therefore, such an ordinance declaring a temporary moratorium on considering requests for waiving fees for city services before December 31, 2016 has been placed on the September 15 agenda.

Please contact me if you have questions related to this agenda item.

RESOLUTION No. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BOOKHOUSE GROUP, INC. FOR THE PUBLICATION OF A BOOK COMMEMORATING THE CITY'S BICENTENNIAL

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized to execute an agreement with Bookhouse Group, Inc. for the publishing of a book, at no cost to the City, commemorating the 200th anniversary of the establishment of the first Fort Smith in 1817.

Passed this _____ day of September, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



City Attorney, no publication

Memo



To: Honorable Mayor & Members of the Board of Directors
 From: Jeff Dingman, Acting City Administrator
 Date: 9/11/2015
 Re: Agreement for publishing services

Attached for your consideration is an Agreement between the City and Bookhouse Group, Inc. for an official four-color, hardcover bicentennial commemorative book about the City of Fort Smith.

Mayor Sanders is involved in conducting efforts for a celebration of the 200th anniversary of the establishment of the first Fort Smith in 1817. One of the projects selected by the City's bicentennial planning committee is the production of a "coffee table" commemorative book. A small subcommittee did some research about publishers that do this sort of work. Bookhouse Group, Inc. and its Riverbend Books department stood out in this process. The publishers were interviewed and asked to provide additional information to the entire committee. They then made a trip to Fort Smith, at their expense, to meet with various people and to look over the City to help them decide if they were interested in doing the work, and to determine if the City was interested in them.

Following negotiations, the attached contract was developed. The document has been reviewed and approved by the city attorney.

The publisher is to be entirely responsible for the development and production of the book, including sales of sponsor space, writing, editing, design, photography, printing, and delivery. As you will see in the agreement, particularly Section 4, the City is not responsible for any costs associated with publishing the book. Section 7 of the agreement details responsibilities of the City, specifically endorsing the work and supporting the publisher's sale of sponsorships, including providing a contact list of potential sponsors. Section 8 details the arrangement for compensation to the City from the sales of book sponsorships and sales of the book itself to non-sponsors (the public). The sale of sponsorships to local interests is how the capital is raised to publish the book, and Section 10 details that publication won't begin until at least \$75,000 in sponsorships is contracted. Section 13 provides that the City will be invited to participate in the final edits of the book. The City will receive 300 copies of the book, and will have the rights to use photographs at no charge for a year.

Among its many clients, Bookhouse/Riverbend has published books for Kansas City, Omaha, Tulsa, Wichita, Coral Gables, Gainesville, Fayetteville (NC), Tacoma, Knoxville, American Cancer Society, Coors, Henderson State University, Ouachita Baptist University, and the University of Pittsburg.

Included on your agenda is a resolution authorizing the Mayor to sign an agreement with Bookhouse Group, Inc., in substantially the same form as is attached.

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

PUBLISHING AND ENDORSEMENT AGREEMENT — Draft 2 Clean Version

This Agreement is made between THE CITY OF FORT SMITH, ARKANSAS (hereinafter CITY), doing business at 623 Garrison Avenue, Fort Smith, Arkansas 72901 and BOOKHOUSE GROUP, INC. (hereinafter BOOKHOUSE), doing business at 2166 Conyers Street, Covington Georgia 30014, for a four-color, hardcover bicentennial commemorative book about The city of Fort Smith, tentatively untitled (hereinafter WORK).

THE PARTIES AGREE AS FOLLOWS:

1. ENDORSEMENT

CITY hereby endorses the WORK as the “Official Bicentennial Commemorative Book of Fort Smith,” and, subject to the terms and conditions of this Agreement, assigns to BOOKHOUSE the exclusive right to print and publish the commemorative WORK.

2. RESPONSIBILITIES OF BOOKHOUSE

BOOKHOUSE, as publisher of the WORK, is solely responsible for the development and production of the book, including sales of sponsor space, interviewing, writing, editing, design, editorial photography, printing, binding, and delivery. The WORK shall be developed in a workmanlike and professional manner by BOOKHOUSE and shall conform to the requirements and specifications of this Agreement.

3. FORMAT, PAGE COUNT AND QUANTITY

BOOKHOUSE agrees to publish the WORK in a four-color coffee-table hardcover book format, with the final page count to be contingent on the total quantity of sponsor pages, and that in any event, fewer than half of the final finished pages will be sponsor related. The final quantity of the WORK will be determined primarily by contracted complimentary copies of the WORK to the CITY, and complimentary and prepublication sales of the WORK by BOOKHOUSE to sponsors, and prepublication orders by the CITY for sale to various markets such as consumers, civic organizations, and other markets.

4. FINANCIAL RESPONSIBILITY

CITY is not responsible for any costs associated with publishing the WORK. BOOKHOUSE will bear sole responsibility for these costs. However, as CITY could substantially benefit from sponsor sales, it agrees to support the marketing efforts of BOOKHOUSE (as identified in **article 7** below) to promote the sale of sponsorships. BOOKHOUSE will not hold itself out as being the agent of CITY for any purpose and will enter into all contracts solely in its own corporate name. CITY has a right to a full and complete accounting of all sales made by BOOKHOUSE with respect to the WORK. BOOKHOUSE will provide a monthly summary of sponsor sales results. Should CITY request interim reports, it can do so by email request to reneepeyton@bookhouse.net.

5. MARKETING AND DISTRIBUTION OF THE WORK

All contractual sponsor arrangements shall be made exclusively between BOOKHOUSE and the sponsors. BOOKHOUSE agrees to use its best efforts to market and distribute the WORK

to sponsors. BOOKHOUSE is responsible for sales, marketing, distribution, storage, delivery, invoicing and collections on sales of the WORK *sold directly* by BOOKHOUSE. CITY is responsible for distribution to all other non-sponsor markets. BOOKHOUSE grants CITY permission to sell the WORK *to all other markets*, excluding sponsors. CITY, in its sole discretion, sets the selling price within a range between \$33.90 and \$46.90 per copy of the WORK. CITY is responsible for storage, delivery, invoicing and collections on sales of the WORK sold directly by CITY. As an option, BOOKHOUSE, working through its fulfillment service, can coordinate placement of a shopping cart for purchasing the WORK on CITY's web site that links directly to our fulfillment service. Estimated cost to install shopping cart is a onetime fee of \$400 paid directly to the fulfillment service. Through the same fulfillment service, BOOKHOUSE can also coordinate receiving, warehousing, order processing, shipping, inventory management, record keeping, and payment of net proceeds of the WORK to CITY. Any fulfillment contract would be between CITY and our fulfillment service only. BOOKHOUSE receives no compensation from its fulfillment service and coordinates between the parties as a convenience to CITY.

6. COMPETING WORK

For a period ending October 31, 2016, following the commencement of sponsor sales (as identified in **article 7-a** below), CITY will not endorse, print or publish, or cause to be printed or published, any other similar HARDCOVER book that might compete with the sponsor-sales period of the WORK.

7. SUPPORT FROM CITY

CITY agrees to provide the following support for the WORK during the sponsor-sales period:

a) In order to fund the WORK, CITY agrees to endorse and encourage BOOKHOUSE's efforts to solicit sponsor revenue from prospective sponsors for a sponsor-sales period of not less than 180 days. The sponsor-sales period is deemed to have started on the 5th calendar day (estimated around March 1, 2016) after CITY mails the "Top 100 Letter" (as identified in **articles 7-d** and **7-e** below) to prospective sponsors. These letters and accompanying materials (identified in **article 7-d** below) are to be mailed on a date to be determined. The cost of postage shall be the responsibility of BOOKHOUSE. During the sponsor-sales period, and for a 30-day period preceding the commencement of sponsor sales, CITY will not solicit, or authorize any other party to solicit other forms of sponsor advertising for a publication similar to the WORK. However, CITY may raise funds for any special CITY event.

b) CITY agrees to provide BOOKHOUSE a prospect-contact list of a *minimum of 100 companies* (more is better) that CITY feels are *the best candidates for sponsorship* of the WORK. This contact list must include the following fields: company, key contact name of decision maker (or senior executive), key contact title (if known), address, city, state, zip, phone, industry description, and email address (if known).

c) This contact list can be emailed to BOOKHOUSE as an attached document in Excel or a tab-delimited format. BOOKHOUSE will work with CITY to identify the type of companies that have historically sponsored commemorative city books in other communities. Some or all of these types of companies should be included as the "Top 100."

d) BOOKHOUSE will implement target-mailings dedicated exclusively to the WORK (as identified in **article 7-a** above). The cost of postage shall be the responsibility of BOOKHOUSE. These target-mailings, comprised of the initial mailing of the "Top 100 Letter," will be mailed in

two mailings of approximately 50 companies per mailing. In addition to these letters (printed on special letterhead provided by BOOKHOUSE that includes the CITY'S logo), the dedicated mailings include a color pocket folder and an official invitation, all provided by BOOKHOUSE.

e) The initial mailing of the "Top 100 Letter" signed by the CITY's mayor endorses the WORK and the benefits of sponsorship. This letter, written on specially designed letterhead, is to be *personalized with a handwritten one-sentence postscript*. BOOKHOUSE will provide the copy for the letter subject to the CITY'S approval. Someone other than the mayor can handwrite the postscripts, as long as they are written over the mayor's signature.

f) CITY agrees to contact decision makers (or senior executives) of Top 100 companies to ask if they would meet with BOOKHOUSE's representative for no more than 15 to 20 minutes to learn more about the WORK and the numerous benefits of becoming a sponsor. These door-opening contacts can be made via email, phone call or in-person conversation. It's vitally important that door-opening contacts be made by the highest-ranking CITY official as possible.

g) To increase awareness of the WORK, CITY will promote the book as part of its bicentennial celebration and promote the opportunity and advantages of sponsorship.

h) Create an awareness campaign with stories seeded to the local media as well as consistently feature the WORK on the CITY web site and newsletter (if any). BOOKHOUSE agrees to supply text for all above-mentioned promotional pieces.

i) Within 30 days of the signing of this AGREEMENT by both BOOKHOUSE and CITY, and continuing for 30 days after delivery of the WORK, or termination of this Agreement, whichever comes first, CITY will place a short article (with updates as the project continues) on its website announcing the pending publication of the book. If asked, BOOKHOUSE will be happy to supply the text. The article will include a live hyperlink to BOOKHOUSE'S website, through words such as "publisher" or "BOOKHOUSE," etc.

j) To generate additional sponsor leads, CITY agrees to include an article and working dust-jacket image on its website with a link that allows the reader to contact BOOKHOUSE with his/her inquiry.

k) Assist BOOKHOUSE in arranging a trade-out with a hotel for room nights for sales, editorial, and photography staff in exchange for complimentary sponsor space and other benefits. This is generally done by a phone call or email asking the hotel general manager to meet with BOOKHOUSE.

8. COMPENSATION TO CITY

BOOKHOUSE agrees to make a financial contribution to CITY according to the following tiered plan:

a) Up to \$10,000 on CONTRACTED sponsor sales *based on achieving performance milestones*. This \$10,000 will be made in three payments: \$3,000 paid 30 days after contracting \$100,000 of sponsor sales; \$3,000 paid 30 days after contracting a cumulative \$150,000 of sponsor sales; \$4,000 paid 30 days after contracting a cumulative \$200,000 sponsor sales.

b) Ten percent (10%) of COLLECTED sponsor sales revenue *over* BOOKHOUSE'S collected total of \$200,000. Payments will commence upon achieving collected sales revenue of \$200,000 and continue monthly until BOOKHOUSE achieves collection of all sponsor sales. **EXAMPLE:** If BOOKHOUSE collects \$250,000 in sponsor sales, CITY earns incentive revenue of \$5,000 over and above the amount payable in **article 8a**. BOOKHOUSE will provide CITY with monthly reports for both contracted and collected sponsor sales.

c) City earns revenue from sales of the WORK to non-sponsor markets. BOOKHOUSE agrees to sell additional copies of the WORK to CITY for \$12.00 per copy; price includes shipping. CITY earns 100% of the gross profit of all sales of the WORK to all markets, other than to sponsors of the WORK. CITY purchases copies of the WORK from BOOKHOUSE at \$12.00 per copy and can sell its copies of the WORK at a price between \$33.90 and \$46.90. CITY earns the difference between the selling price and the \$12.00 it paid BOOKHOUSE. **EXAMPLE:** If CITY sold 3,000 copies of the WORK at an average cost of \$36.90 each, it earns an average gross profit of \$24.90 per copy ($\$36.90 - \$12.00 = \24.90 per copy; $3,000 \text{ copies} \times \$24.90 \text{ average profit} = \text{total gross profit of } \$74,700$). As described in **Article 5** above, CITY is responsible for storage, delivery, invoicing and collections on sales of the WORK sold directly by CITY. Optional use of fulfillment service is described in **article 5** above. The fulfillment service will send a check to the CITY monthly for net proceeds after subtracting fees for receiving inventory, monthly storage, merchant banking, order processing and handling, shipping, insurance, etc. If CITY uses optional fulfillment service described in **Article 5** above, fees to service are estimated around \$7.30 per copy of the WORK; this amount could be higher or lower. **EXAMPLE:** If CITY sold a copy of the WORK for \$40, then after estimated fees to fulfillment service and after purchasing book from BOOKHOUSE for \$12, CITY could earn an estimated \$20.70 per copy ($\$40 - \$7.30 - \$12 = \20.70); this amount could be higher or lower. Any fulfillment contract would be between CITY and the fulfillment service.

d) Three hundred copies of the WORK will be provided and delivered to CITY at no charge. These 300 copies, valued at \$46.90 each, represent a value of \$14,070. CITY, at its discretion, can use its copies of the WORK for economic development, present its copies as gifts or sell its copies, other than to sponsors, at a price between \$33.90 and \$46.90 per copy.

e) As described in **article 9c** above, BOOKHOUSE agrees to sell additional copies of the WORK to CITY for \$12.00 per copy; price includes shipping. CITY may presell the WORK to various non-sponsor markets. Preselling is defined as obtaining sales-order commitments *before* those copies of the WORK are printed. In this way, there is no risk to CITY as CITY has not purchased copies of the WORK that have not been presold. CITY may decide to order additional copies of the WORK to *keep in inventory* for various purposes, including sales to various markets, excluding sponsors of the WORK. Examples of such markets include, but are not limited to: local Fort Smith consumers, visitors to Fort Smith, Rotary Clubs, other civic organizations, museums, non-sponsor real estate companies, non-sponsor economic development organizations, etc.

f) BOOKHOUSE will grant CITY the following usage rights of BOOKHOUSE-commissioned photography at no charge: Twelve months printed usage rights and web site usage rights of all published editorial photographs (not Sponsor photographs). The time frames begin from the date of delivery of the images to CITY after publication of the book. Not included in these usage rights are any images provided by a non-BOOKHOUSE-contracted photographer. The images may be used for marketing the CITY (CITY web site, CITY brochures, and other CITY-produced publications) or its activities. The copyright and ownership belong to the photographer. CITY is not allowed to resell these images under any circumstances. These images will be provided in high resolution. Images used on the CITY'S web site must be removed after 12 months from delivery of images. BOOKHOUSE will not be responsible for any usage not expressed in writing in this agreement, though the CITY should feel welcome to solicit BOOKHOUSE'S assistance in negotiating further usage rights with the photographer.

g) BOOKHOUSE will provide the CITY with two days of custom photography at no charge (approximately 6 assignments).

9. SAFEGUARDING OF SPONSOR FINANCIAL INTEREST

BOOKHOUSE agrees to hold and safeguard any checks written for sponsor inclusion in the WORK until such time that BOOKHOUSE contracts \$75,000 worth of sponsorships and/or trade-out agreements. In the unlikely event that WORK is not delivered, all sponsor revenue will be refunded.

10. DECISION TO CONTINUE WITH THE WORK

A decision between BOOKHOUSE and CITY to continue or not continue with production of the WORK is subject to the following conditions:

- a)** Once sponsorship in the amount of at least \$75,000 has been contracted, the WORK will be considered a viable project, and BOOKHOUSE will continue raising additional funds necessary to complete the WORK. BOOKHOUSE will submit to CITY a periodic sponsor list and cumulative amount of sponsor sales as described in **Article 4** above.
- b)** Checks and sponsorship revenue received from sponsors, over and above the initial \$75,000 (as identified in **articles 9 and 10-a** above), will be retained directly by BOOKHOUSE and used to complete the WORK including BOOKHOUSE'S obligations to CITY (as identified in **article 8** above).
- c)** BOOKHOUSE may elect not to commence production of any sponsor photography or text or any editorial photography or text until sponsorship in the amount of at least \$75,000 is contracted.
- d)** In the event sponsorship in the amount of at least \$75,000 is not contracted within 30 selling days (defined as sales-rep days in the region, not calendar days) from the commencement of sponsorship sales, the WORK may then be deemed a non-viable project and BOOKHOUSE, at its sole discretion, may choose to terminate this Agreement including stop raising additional funds to complete the WORK. In such an event, all collected funds will be refunded to the contributing sponsors and all sponsorship agreements will be canceled. It is further agreed that in the event sponsorship in the amount of at least \$75,000 is not contracted within this time parameter, BOOKHOUSE may terminate this Agreement, thereby releasing BOOKHOUSE from its obligation to make compensation to CITY (as identified in **article 8** above).
- e)** Upon conclusion of the WORK, BOOKHOUSE agrees to make no further use of CITY'S prospect lists, records, or logos for any purpose. Conclusion of the work is defined as delivery of the WORK to the CITY (estimated to be October 2017).

11. ADDITIONAL PRINTINGS OF THE WORK

BOOKHOUSE is the sole decision-making authority over any decision to produce a second printing of the WORK. Unless commissioned by CITY in a separate contract, BOOKHOUSE has no incentive to publish a second printing of the WORK and therefore does not need use of CITY endorsement, marks, prospective sponsor contact information and the like.

12. EXPOSURE IN THE WORK

BOOKHOUSE will provide exposure for the CITY in the following ways:

- a)** BOOKHOUSE will give CITY a complimentary two-page sponsor story in the WORK. CITY may purchase a three-page or four-page story and pay the difference between the larger story and a two-page story.

- b) The CITY mayor can write the Foreword, or CITY can assign a writer of its choosing to write the Foreword. In the event CITY chooses the Foreword writer, such contractual arrangement and payment schedule, if any, is to be made exclusively between CITY and its chosen writer.
- c) BOOKHOUSE will appropriately recognize CITY for its support on the dust jacket flap or suitable acknowledgment page.

13. CITY REVIEW

CITY will be invited to submit comments on the selection of photographs after the first round of design and to make edit suggestions for photo caption and any other editorial manuscript passages.

Scope of Control: CITY’S input concerns only editorial pages, not sponsor pages.

Deadlines: In order to meet production and delivery schedules all creative material initially submitted for review must be returned with comments within 10-work days of submission.

Copy: Copy will be submitted after approval of photographs in the design phase. *The Chicago Manual of Style*, 16th edition or later, is the official stylebook of this publication.

Photography: (a) The number of budgeted photo days for the WORK grows in direct relation to the number of sponsor pages sold. BOOKHOUSE will be unable to exceed the final photo-day count. **(b)** Photo shoot lists may be provided to the CITY in advance of each photographer’s assigned days, and the schedule cannot be altered after a set shooting period begins.

BOOKHOUSE cannot guarantee that all editorial photo requests during this period can be accommodated.

Design: A prototype design of the book (sponsor and editorial pages) will be provided in advance of the actual design for CITY to review and make suggestions. After design of the entire book, CITY will be presented the design and the CITY can make requests for revisions at that time. No new photography will be commissioned after design commences. CITY understands that BOOKHOUSE is at financial risk, and thus retains final authority on design, use of photography, and manuscript in the finished WORK. In reality, many requests by CITY are accommodated as long as above-noted time frames regarded deadlines and requests are observed.

14. CONFIDENTIALITY

To the extent allowed by law, CITY shall protect, preserve and otherwise hold confident and disclose to no third person or entity any marketing secrets, CITY compensation plan, corporate information, marketing plans, proprietary or otherwise, learned or derived directly or indirectly, by or from BOOKHOUSE or CITY’S association with BOOKHOUSE. To the extent allowed by law, BOOKHOUSE agrees to hold CITY sponsor prospect lists and information confidential and will not use such information for any purpose other than to solicit sponsor funding for the WORK or the subsequent direct sales of the WORK or direct sales of reprints of the sponsor’s story.

15. GENERAL PROVISIONS

a) Indemnification: BOOKHOUSE will indemnify and hold harmless CITY and its agents, employees, officers, directors; and affiliates from and against any and all third-party claims, demands, and actions, and any liabilities, damages, or expenses resulting there from, including court costs and reasonable attorney fees, arising out of or relating to acts or omissions of BOOKHOUSE in the performance of this Agreement or the publication of the WORK; any breach of the covenants and warranties made by BOOKHOUSE herein; and any claim that any part of the WORK, or the use

thereof by BOOKHOUSE or its licensees, including any authorized use by CITY as provided herein, infringes the intellectual property rights of third parties.

b) No Oral Modification: No modification, rescission, or amendment of any provision of this Agreement shall be made except by a written agreement subscribed by duly authorized representatives of BOOKHOUSE and CITY respectively.

c) Governing Law, Venue: This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas, without reference to its conflicts of law rules.

d) Illegality: Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions shall remain effective.

e) Complete Agreement: This Agreement represents the complete understanding of both parties, and no modification, deletion, addition, or change will be valid except in writing and signed by both parties.

f) Independent Contractor: BOOKHOUSE shall be an independent contractor and not an employee, agent, joint venture, or partner of the CITY.

g) Company Materials: All right, title, and interest in any lists, materials, or information furnished to BOOKHOUSE by CITY, and all derivative works thereof, are and shall remain the property of CITY.

h) Publicity; Use of Marks: Except as otherwise expressly provided herein, BOOKHOUSE will not use CITY'S name or trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of CITY, except as it applies to this WORK.

i) Assignment: Neither this Agreement, nor any rights or obligations hereunder, shall be assigned, delegated or otherwise transferred by BOOKHOUSE without CITY'S prior written consent.

j) Waiver: The waiver or failure of either party to exercise any right provided for such party herein shall not be deemed a waiver of any further right hereunder.

k) Nothing in this Agreement shall be construed to create rights in third parties other than permitted assigns.

WHEREFORE, BOOKHOUSE and CITY have caused this Agreement to be executed on the date(s) indicated below:

Sandy Sanders, Mayor _____ Date _____
CITY OF FORT SMITH, ARKANSAS

Clerk FOR CITY _____ Date _____
CITY OF FORT SMITH, ARKANSAS

Robin D. Levin, President _____ Date _____
BOOKHOUSE GROUP, INC.

Rebecca Robinson, Secretary _____ Date _____
BOOKHOUSE GROUP, INC.

RESOLUTION _____

A RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF SERVICES CONTRACT

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

The attached Services Contract with Colin Baenziger & Associates for the providing of executive search services for the selection of a City Administrator is hereby approved. The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute said Services Contract in substantially the form submitted at this meeting of the governing body of the City.

THIS RESOLUTION ADOPTED this ____ day of September, 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Richard B. Jones, Director of Human Resources

DATE: September 11, 2015

SUBJECT: Resolution Authorizing and Approving Execution of Services Contract

As directed by the City Board of Directors several executive search consultants were requested to provide statement of qualifications and proposals to conduct a search for the next City Administrator. Here are the six firms that responded:

Strategic Government Resources – Keller, Texas
Colin Baenziger & Associates, Salt lake City, Utah
Slavin Management Consultants, Mesa, Arizona
The Mercer Group, Inc. – Sante Fe, New Mexico
Walters & Company – Mechanicsville, Virginia
The Novak Consulting Group – Cincinnati, Ohio

Based on the feedback received Colin Baenziger & Associates is the firm selected to conduct the search.

I recommend approval of this resolution.

SERVICES CONTRACT

THIS CONTRACT is made this _____ day of _____, 2015 by and between the City of Fort Smith, Arkansas (herein after, the "**CITY**"), and **COLIN BAENZIGER & ASSOCIATES**, doing business as a CONTRACTOR, hereinafter the "**CONTRACTOR**" OR '**CB&A**'.

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide EXECUTIVE SEARCH SERVICES FOR THE SELECTION OF THE CITY MANAGER in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS within 10 calendar days after the receipt of the written Notice to Proceed and will complete the same in 120 days unless an extension is granted by City
4. **SCOPE OF SERVICES:** The services to be performed will include but not be limited to the following:
 - a. Assist the City to develop a strategy and process for carrying out the recruitment of a City Manager, including outreach to encourage applicants from diverse backgrounds to apply.
 - b. Identify potential contacts and conduct personal outreach recruiting to include posting the position through national channels. Preparing and placing advertisements for the position in appropriate publications
 - c. Review resumes for background and qualifications followed by telephone and/or video interviews to clarify each applicant's experience and to prepare a written summary of candidates with the most promising qualifications for the position.
 - d. Evaluate candidates for serious consideration by conducting in depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in personal dimensions identified by the job description as well as the contractor's interviews with stakeholders.
 - e. Finalize and participate in a process with the City for interviews and coordinate candidates' participation in interviews.
 - f. Debrief with the City following interviews and identify additional candidates if necessary.
 - g. Verify selected candidates' educational background, and conduct criminal, financial, media and civil litigation checks.

- h. In the event politically sensitive or potentially embarrassing issues arise from the candidates' background, conduct in-depth interviews with the principle parties to clarify and to provide adequate background and explanation of the event to the City.
- i. Notify rejected applicants.

The Scope of Services set forth in Contractor's Proposal is attached as Attachment A and made a part of Contract Documents and is incorporated as if fully set forth herein.

- 5. The Contractor **agrees** to perform all of the work described in the contractor's documents for the following prices:

Phases	Cost
Phase I: Needs Analysis / Information Gathering	\$ 3,250
Phase II: Recruiting	9,000
Phase III: Screening	8,000
Phase IV: Interview Process Coordination and Selection	1,500
Phase V: Warranty / Negotiation / Continuing Assistance	1,500

Cost of each phase is inclusive of all the Contractor's expenses and costs.

Additional services outside Phase I - V will be charged at \$150 per hour. No such services are anticipated and none will be performed without prior approval from the City.

- 6. **WARRANTY:** Provided the Contractor conducts the full search (Phases I-V – see the preceding section, Section 5) and the City selects from among the candidates recommended by the Contractor, the Contractor will warrant the following:
 - a. The Contractor will not approach the selected candidate concerning any other position as long as the individual is employed by the City
 - b. If the selected individual leaves for any reason other than an act of God (for example, total incapacitation or death) within the first year, Contractor will repeat the search at no charge. If selected individual departs during the second year for any reason other than an act of God, Contractor will repeat the search for the reimbursement of expenses only.
 - c. If City is not satisfied with any of the candidates Contractor presents, Contractor will repeat the search until the City is satisfied.
 - d. The price is guaranteed and will be not be exceeded for any reasons, even if conditions change after the contract is executed.

Should the City desire to have the warranty for the selected candidate, it must notify the CONTRACTOR prior to the selected candidate beginning work for the City.

- 7. This Contract **may be terminated** by the City for its convenience upon thirty (30) days prior written notice to the Contractor. In the event of termination, the Contractor shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract as determined by the City. Such amount shall be paid by the City after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.

8. The Term "**Contract Documents**" shall include this Contract, the Contractor's formal presentation submitted to the City (included as Attachment A) and the Project Schedule (included as Attachment B). In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
9. **Assignment:** This Contract may not be assigned except with the written consent of the City, and if so assigned, shall extend and be binding upon the successors and assigns of the Contractor.
10. **Disclosure:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
11. **Administration of Contract:** The _____ shall administer this Contract for the City.
12. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the state wherein the City is located. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in the county where the client is located. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
13. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
14. **Payments:** City shall make payment within ten (10) days of the City's receipt of an invoice from the Contractor unless, within the City notifies Contractor in writing of its objection to the amount of such invoice, together with City's determination of the proper amount of such invoice. The Parties shall undertake to resolve any disputed portion of such invoice within such thirty (30) day period. If after thirty (30) days there is no resolution between the parties, the City's determination shall be final.
15. **Contractor's Representations:** In order to induce City to enter into the Contract, the Contractor represents that it has demonstrated knowledge and experiences in the performing executive searches for key personnel for local governments.
16. **Indemnity:** To the extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and any persons employed or utilized by Contractor in the performance of this Contract.
17. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. **Project Records:** The Contractor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine the record-keeping method in the event of

non-conformity. These records shall be maintained for five (5) years after final payment has been made, and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the applicable state statutes.

19. **Insurance:** Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:
- a. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.
 - b. Except for professional liability, the Contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this Contract.
 - c. The Contractor waives its rights of recovery against the City, to the extent permitted by its insurance policies. The Contractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
 - d. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.
 - e. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.
 - f. Within ten days of commencing any Work under this Agreement, Contractor shall submit a City certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to City, and shall also specify the date such benefits and insurance expire. Contractor agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by City.
 - g. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Contractor's liability under this Agreement.
20. **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

21. **Entire Agreement:** This Contract and Contract Documents constitute the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in **two** counterparts which shall be deemed an original on the date last signed as below written:

CITY OF FORT SMITH, AK

Signature:

Typed Name: _____

Date: _____

Title: _____

CONTRACTOR: Colin Baenziger & Associates

Signature:



Typed Name: Colin Baenziger

Date: September 7, 2015

Title: Owner and Principal



**PROPOSAL TO PROVIDE
EXECUTIVE RECRUITMENT CONSULTING SERVICES
FOR CITY ADMINISTRATOR**

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
Salt Lake City, UT, and Daytona Beach Shores, FL
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT CONSULTING SERVICES

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July 30, 2015

The Honorable Mayor Sandy Sanders, Vice Mayor Kevin Settle and Board Members George Catsavis, André Good, Don Hutchings, Keith Lau, Mike Lorenz and Tracy Pennaretz
ATTN: Richard B. Jones, Director of Human Resources
City of Fort Smith
623 Garrison Avenue, Room 310
Fort Smith, AR 72902

RE: Proposal to Provide Recruitment Services for City Administrator

Dear Mayor Sanders, Vice Mayor Settle and Board Members Catsavis, Good, Hutchings, Lau, Lorenz and Pennaretz:

Colin Baenziger & Associates (CB&A) appreciates the opportunity to submit a proposal to assist in finding your next City Administrator. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested nationwide and found to be extremely effective.

CB&A is a national recruiting firm having conducted assignments from Florida to Alaska and Maine to California. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and a good fit for your community. As a result, we only take a few clients at a time and focus on getting the job done properly. Further, we routinely complete our work in sixty to ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and manager selection. We also offer the best warranty in the industry.

Not only do we offer unparalleled service at a reasonable price, we focus on finding just the right people for your organization. We say people, and not person, because our goal is to bring you five finalists who are so good that you will have a difficult time choosing among them. The proof is in the fact that six of our local government clients have passed resolutions thanking us for our outstanding efforts in finding their key staff. We do not know how often you have passed a resolution thanking a consulting firm for its efforts, but we have rarely seen it happen. Our goal, in fact, would be for you to be our next client to pass such a resolution.

CENTERVILLE, MD

DAYTONA BEACH SHORES, FL

RHINELANDER, WI

RICHLAND, WA

CHICAGO, IL

SALT LAKE CITY, UT

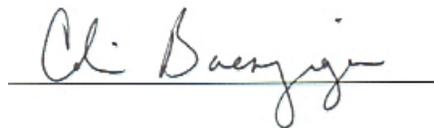
Some of our searches include City Managers/CEOs for Ankeny, IA, Ashland, KY, Bellevue, WA, Buckeye, AZ, Cottonwood Heights, UT, Destin, FL, Doraville, GA, Mountlake Terrace, WA, Mount Pleasant, MI, Scottsdale, AZ, Springettsbury Township, PA, Tacoma, WA, Winchester, VA, and Yakima, WA. We have also sought the County Administrators/Managers/CEOs for Clackamas County, OR, El Paso County, TX, Emmet County, MI, James City County, VA, St. Johns County, FL, and York County, VA, as well as the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia)

Our current searches include, among others, the County Attorney for Fulton County, GA, as well as Managers for the Village of Estero and the City of Fernandina Beach in Florida. We are also seeking the Executive Director for Sun City Summerlin HOA in Las Vegas, NV, the Human Resources Director for Hillsborough County, FL, the Assistant Financial Services Director for Pasco County, FL and the Division Director for Power and Light, Danville, VA.

The primary contact and project manager will be Colin Baenziger, Colin@cb-asso.com, (561) 707-3537, 2055 South Atlantic Avenue, Suite 504, Daytona Beach Shores, FL; 32118.

We do look forward to working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

CENTERVILLE, MD

RICHLAND, WA

DAYTONA BEACH SHORES, FL

CHICAGO, IL

RHINELANDER, WI

SALT LAKE CITY, UT

B. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL and Salt Lake City, UT, with offices in Centerville, MD; Rhinelander, WI; and Richland, WA. As a sole proprietorship, we are not registered with any states as a corporation, foreign or otherwise. Although our primary focus is executive search, we are often involved in operational reviews of governmental operations. Our consultants live in other areas of the country and converge wherever the client's needs exist. We develop an operational plan prior to arrival and our team of experts quickly studies the issues, identifies problems and opportunities, performs the necessary analysis, develops solutions, prepares reports and action plans, and completes the assignment. The client receives prompt, professional service, and its needs are effectively addressed. We are available for follow-up work, however, our goal is to provide the client with solutions that its existing staff can implement without additional outside assistance.

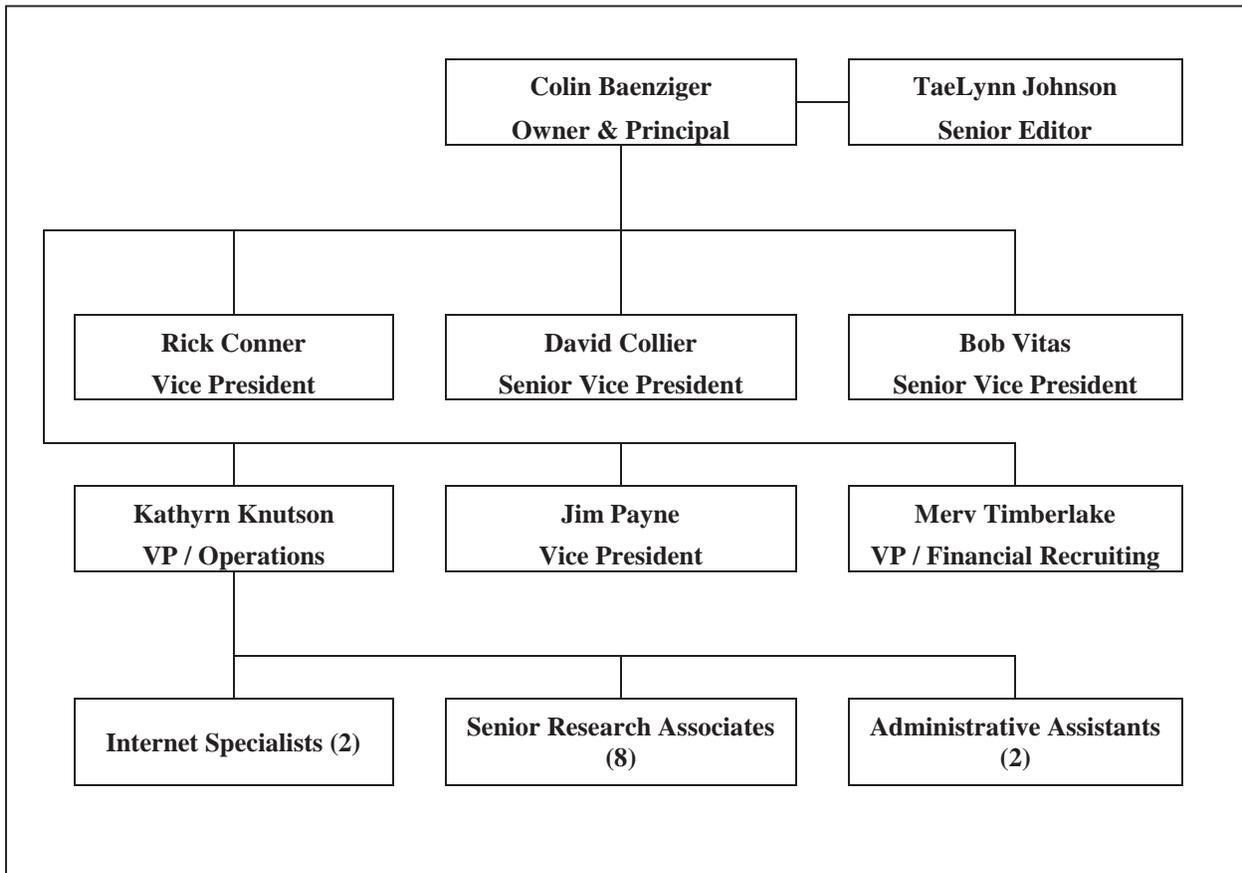
Colin Baenziger & Associates' outstanding reputation is derived from our commitment to timeliness and quality. Our work is not done until you are satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our fee or in our action plan. We do not ask the client for additional fees. Rather, we accept these situations as part of our cost of doing business. We believe that once a contract is signed we have an obligation to fulfill its requirements excellently and within the budgeted amount.

Since beginning our search practice in 1998, we have conducted searches and other related work for clients in twenty-three states. Overall our staff has performed over 150 City, County, and Special District Manager searches and approximately 250 local government searches. The basic approach we have presented herein is the approach we have used in each of our searches. It has been refined over the years to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 17 years. The model has proven to be extremely effective in every state where we have applied it and for every type of position for which we have searched. In fact, we are often called when a government has a particularly difficult position to fill or where one of our competitors has failed. Overall, we utilize approximately eighteen people. Most staff members are independent contractors and are given assignments on a task order basis. Consequently we can pay well while having a great deal of flexibility without the overhead of many firms. In addition to Mr. Baenziger, other senior staff members are former City and/or County Managers or elected officials. As a result, we understand multiple perspectives and have been very successful in identifying the right candidates for our clients. CB&A's other staff are all competent researchers and writers and most have been with us for a long time.

B. Qualifications and Experience of the Firm (continued)



Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. When we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what unforeseen circumstances may develop. ***We have never asked a search client for additional fees, even when we were entitled to do so.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments in sixty to ninety days. Further, since CB&A began performing recruitments, ***it has never missed a project milestone.***

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that from the beginning of 2009 through the end of 2011, forty-three percent of the individuals whom we placed as City and County Managers were minorities and/or women. Our percentage of women and minorities placed in 2014 was also 43%.

B. Qualifications and Experience of the Firm (continued)

2015 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Cocoa Beach, FL	11,200	Ron McLemore	249
2	County Manager ⁽¹⁾	Fulton County, GA	984,300	Richard Anderson	6,500
3	City Manager	Mill Creek, WA	18,800	Rebecca Polizotto	62
4	City Manager	Normandy Park, WA	6,600	Mark Hoppen	27
1	City Manager	Ocala, FL	56,600	John Zobler	940
2	City Manager	Palm Bay, FL	105,000	Greg Lynk	748
3	City Manager	Seminole, FL	17,800	Ann Deal	159
4	City Manager	Sequim, WA	6,670	Charlie Bush	73
5	County Administrator	York County, VA	66,300	Neil Morgan	721
<p>(1) Partial Search. We performed background checks for two candidates, coordinated the interviews and negotiated the employment contract. We did not search for candidates.</p>					

B. Qualifications and Experience of the Firm (continued)

2015 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Cocoa Beach, FL	Laurie Kalaghchy	City Clerk	(321) 868-3235	lkalaghchy@cityofcocoabeach.com
2	Fulton County, GA	Mark Massey	Clerk to the Commission	(404) 219-0451	Mark.Massey@fultoncountyga.gov
3	Mill Creek, WA	Pam Pruitt	Mayor	(425) 338-7158	ppruitt@cityofmillcreek.com
4	Normandy Park, WA	Susan West	Mayor	(206) 248-7603	Susan.West@ci.normandy-park.wa.us
5	Ocala, FL	Kent Guinn	Mayor	(352) 572-0312	kguinn@ocalafl.org
6	Palm Bay, FL	William Capote	Mayor	(321) 292-0382	Mayor@PalmBayFlorida.org
7	Seminole, FL	Leslie Waters	Mayor	(727) 430-7553	lwaters2@myseminole.com
8	Sequim, WA	Candace Pratt	Mayor	(360) 582-0114	cpratt@sequimwe.gov
9	York County, VA	Thomas Shepperd, Jr.	Chairman	(757) 868-8591	shepperd@yorkcounty.gov

B. Qualifications and Experience of the Firm (continued)

2014 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	County Manager	Alachua County, FL	251,400	Lee Niblock	855 under the Manager
2	City Manager	Bellevue, WA	132,000	Brad Miyake	1,229
3	City Manager	Connell, WA	4,200	Jed Crowther	19 + temp & seasonal
4	City Manager	Delray Beach, FL	64,100	Donald Cooper	800
5	Chief Administrator	El Paso County, TX	827,700	Stephen Norwood	480 under the Administrator
6	City Manager	Ellensburg, WA	18,300	Jack Akers	128
7	County Administrator ^[1]	Emmet County, MI	32,900	Marty Krupa	163
8	County Administrator	James City County, VA	67,000	Bryan Hill	750
9	City Manager	Marco Island, FL	13,300	Roger Hernstadt	210
10	City Manager	Mount Pleasant, MI	26,200	Nancy Ridley	119
11	City Manager	Mountlake Terrace, WA	20,200	Arlene Fisher	153
12	City Manager	North Miami, FL	60,600	Aleem Ghany	364
13	City Manager	Oakland Park, FL	42,800	David Hebert	240
14	Township Manager	Springettsbury Township, PA	26,700	Kristin Denne	100
15	County Administrator	St. Lucie County, FL	277,800	Howard Tipton	583 under the Administrator
16	City Manager	St. Pete Beach, FL	9,400	Wayne Saunders	88
17	Town Manager	Surfside, FL	6,000	Guillermo Omedillo	121
18	City Manager	Titusville, FL	43,900	Steve Larese	478
19	City Manager	Winchester, VA	26,900	Eden Freeman	560 under the Manager

[1] The actual title is County Controller but under Michigan Law, the duties are the same as those of a County Administrator.

B. Qualifications and Experience of the Firm (continued)

2014 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Alachua County, FL	Lee Pinkson	Commissioner	(352) 264-6900	lpinkoson@alachuacounty.us
2	Bellevue, WA	Kevin Wallace	Deputy Mayor	(425) 452-7810	KWallace@bellevuewa.gov
3	Connell, WA	Bruce Blackwell	Mayor	(509) 234-2701	bblackwell@connellwa.org
4	Delray Beach, FL	Cary Glickstein	Mayor	(561) 441-0222	glickstein@mydelraybeach.com
5	El Paso County, TX	Sergio Lewis	Former Commissioner	(915) 204-0191	Not available
6	Ellensburg, WA	Rich Elliott	Mayor	(509) 962-7221	elliott@ci.ellensburg.wa.us
7	Emmet County, MI	Jim Tamlyn	Board Chair	(231) 622-2433	jtamlyn@emmetcounty.org
8	James City County, VA	Mary Jones	Board Chair	(757) 871-5977	mary.jones@jamescitycountyva.gov
9	Marco Island, FL	Larry Sacher	Councilor	(239) 588-0112	LSacher@marcocitycouncil.com
10	Mount Pleasant, MI	Kathleen Ling	Commissioner	(989) 773-7823	klings@mt-pleasant.org
11	Mountlake Terrace, WA	Scott Hugill	Assistant City Manager	(425) 744-6208	SHugill@ci.mt.wa.us
12	North Miami, FL	Rene Monestine	City Attorney	(305) 895-9810	rmonestine@northmiamifl.gov
13	Oakland Park, FL	Shari McCartney	Mayor	(954) 295-0527	ShariM@oaklandparkfl.gov
14	Springettsbury Township,	George Dvoryak	Board Chair	(717) 683-4665	gdvoryak@Springettsbury.com
15	St. Lucie County, FL	Dan McIntyre	County Attorney	(772) 462-1420	mcintyred@stlucieco.org
16	St. Pete Beach, FL	Elaine Edmonds	Administrative Services Director	(727) 580-5178	elaine@stpetebeach.org
17	Surfside, FL	Daniel Dietch	Mayor	(305) 861-4863	ddietch@townofsurfsidefl.gov
18	Titusville, FL	Jim Tulley	Mayor	(321) 567-3702	Mayor@titusville.com
19	Winchester, VA	John Willingham	Council President	(540) 931-4655	John.Willingham@winchesterva.gov

B. Qualifications and Experience of the Firm (continued)

2013 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Ankeny, IA	45,000	David Jones	210
2	City Manager	Ashland, KY	21,000	Benjamin Bitters	300
3	Village Manager	Bal Harbour, FL	2,500	Jorge Gonzalez	37
4	County Manager	Clackamas County, OR	380,000	Donald Krupp	2,300
5	City Manager	Elmira, NY	29,000	Kim Middaugh	293
6	City Manager	Fruitland Park, FL	4,100	Gary La Venia	52
7	City Manager	Leesburg, FL	20,600	Alfred Minner	515
8	City Manager	Medina, WA	3,000	Michael Sauerwein	30
9	City Manager	Miramar, FL	122,000	Kathleen Woods- Richardson	960
10	City Manager	Monroe, NC	36,397	John D'Agostino	750
11	City Manager	Normandy Park, WA	6,300	Glenn Akramoff	27
12	County Manager	Okaloosa County, FL	170,000	Ernie Padgett	820
13	City Manager	Satellite Beach, FL	10,000	Courtney Barker	120
14	City Manager	Scottsdale, AZ	220,000	Fritz Behring	2,423
15	City Manager	Sunnyside, WA	15,000	Donald Day	95

B. Qualifications and Experience of the Firm (continued)

2013 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Fruitland Park, FL	Chris Bell	Mayor	(352) 326-4291	cbell@fruitlandpark.org
2	Ashland, KY	Chuck Charles	Mayor	(606) 327-2001	ccharles@ashlandky.org
3	Normandy Park, WA	Clarke C. Brant	Mayor	(206) 248-7603	clarke.brant@ci.normandy-park.wa.us
4	Leesburg, FL	David Knowles	Mayor	(352) 326-9300	Allstate2@earthlink.net
5	Okaloosa County, FL	Don Amunds	Commission Chair	(850) 585-8012	damunds@co.okaloosa.fl.us
6	Satellite Beach, FL	Frank Catino	Mayor	(321) 223-7700	fcatino@satellitebeach.org
7	Ankeny, IA	Gary Lorenz	Mayor	(515) 371-2141	garyl@ljmd.com
8	Bal Harbour, FL	Jaime Sanz	Council Member	(786) 427-4154	jsanz@balharbour.org
9	Sunnyside, WA	James Restucci	Mayor	(509) 643-4343	jrestucci@sunnyside-wa.gov
10	Monroe, NC	Lynn Keziah	Vice Mayor	(704) 221-2365	lkeziah@monroenc.org
11	Medina, WA	Michael Luis	Mayor	(425) 233-6400	mluis@medina-wa.gov
12	Clackamas County, OR	Paul Savas	Commissioner	(503) 655-8581	psavas@co.clackamas.or.us
13	Elmira, NY	Susan Skidmore	Mayor	(607) 738-3714	mayor@cityofelmira.net
14	Scottsdale, AZ	Suzanne Klapp	Vice Mayor	(480) 312-7402	sklapp@scottsdaleaz.gov
15	Miramar, FL	Yvette Colbourne	Commissioner	(954) 560-5161	ycolbourne@ci.miramar.fl.us

B. Qualifications and Experience of the Firm (continued)

2012 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Cape Coral, FL	154,300	John Szerlag	1,300
2	City Manager	Cocoa Beach, FL	11,200	Robert Majka	234
3	City Manager	Doraville, GA	8,500	Shawn Gillen	104
4	City Manager	Fayetteville, NC	208,000	Ted Voorhees	1,500
5	City Manager	Fort Pierce, FL	41,590	Robert Bradshaw	361
6	City Manager	Hallandale Beach, FL	37,100	Renee Crichton	449
7	County Administrator	Hernando County, FL	172,800	Leonard Sossamon	1,297
8	City Manager	Key West, FL	26,649	Bob Vitas	456
9	City Manager	Melbourne, FL	75,000	Michael McNees	927
10	Village Manager	North Palm Beach, FL	12,015	Ed Green	279
11	City Manager	Panama City Beach, FL	12,018	Mario Gisbert	250
12	City Manager	Sarasota, FL	51,917	Tom Barwin	599
13	City Manager	Sunrise, FL	4,260	Alan Cohen	1,203
14	City Manager ^[1]	Yakima, WA	91,000	Anthony O'Rourke	730
[1] The manager's wife developed cancer after 3 months on the job and he resigned to be with her during treatment.					
We repaired the search at no cost even though it was outside the scope of our warranty.					

B. Qualifications and Experience of the Firm (continued)

2012 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Fort Pierce, FL	Anne Satterlee	Communications Manager	(772) 460-2200	asatterlee@city-ftpierce.com
2	North Palm Beach, FL	David Norris	Council Member	(561) 841-3355	dnorris@village-npb.org
3	Doraville, GA	Donna Pittman	Mayor	(678) 328-9181	donna.pittman@Doravillega.us
4	Panama City Beach, FL	Gale Oberst	Mayor	(850) 235-1541	goberst@pcb.gov.com
5	Fayetteville, NC	Jim Arp	Mayor Pro Tem	(910) 728-2569	JArp@ci.fay.nc.us
6	Hallandale Beach, FL	Joy Cooper	Mayor	(954) 457-1318	jcooper@hallandalebeachfl.gov
7	Sunrise, FL	Kim Kisslan	City Attorney	(954) 746-3300	KKisslan@sunrisefl.gov
8	Cocoa Beach, FL	Laurie Kalaghchy	City Clerk	(321) 868-3235	lkalaghchy@cityofcocoabeach.com
9	Yakima, WA	Micah Cawley	Mayor	(509) 901-9114	micah_cawley@ci.yakima.wa.us
10	Melbourne, FL	Paul Googleman	City Attorney	(321) 608-7200	cityattorney@melbourneflorida.org
11	Cape Coral, FL	Rana Erbrick	Council Member	239-574-0437	rerbrick@capecoral.net
12	Hernando County, FL	Ronald F. Pianta	Assistant County Administrator	352) 754-4002	RPianta@co.hernando.fl.us
13	Key West, FL	Shirley Freeman	Chair, Citizen's Advisory Committee	(305) 304-1975	shirleyfreemankeywest@gmail.com
14	Sarasota, FL	Susanne Atwell	Commissioner	(941) 954-4115	Suzanne.Atwell@sarasotagov.com

B. Qualifications and Experience of the Firm (continued)

2011 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Albany, GA	76,000	James Taylor	863
2	City Manager	Chamblee, GA	17,000	Niles Ford	106
3	County Administrator	Clay County, FL	160,000	Stephanie Kopelousos	1,514
4	City Manager	Destin, FL	12,300	Mary Ann Ustick	65
5	Village Manager	Key Biscayne, FL	12,350	John Gilbert	115
6	City Manager	Madeira Beach, FL	4,260	Shane Crawford	71
7	Borough Manager	Matanuska-Susitna Borough,	88,000	John Mossey	275
8	City Manager	North Port, FL	55,800	Jonathan Lewis	569
9	City Manager	Orange Park, FL	9,100	Cindy Hall	110
10	Village Manager	Pinecrest, FL	19,400	Yocelyn Gomez	158
11	County Administrator	Polk County, IA	431,000	David Jones	1,300
12	City Manager	Portland, ME	65,000	Michael Rees	1,100
13	City Manager	Sunny Isles Beach, FL	17,000	Alan Cohen	178
14	City Manager	Tacoma, WA	198,400	T.C. Broadnax	3,872
15	City Manager	Yakima, WA	91,000	Don Cooper	730

B. Qualifications and Experience of the Firm (continued)

2011 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Clay County, FL	Travis Cummings	Former Commission Chair	(904) 376-5189	Not Available
2	Orange Park, FL	Sarah Campbell	Town Clerk	(904) 278-3018	scampbell@townop.com
3	Chamblee, GA	Marc Johnson	Interim Manager / Police Chief	(404) 819-9346	chiefmj@chambleepd.com
4	North Port, FL	Jim Blucher	Vice Mayor	(941) 628-2916	jblucher@cityofnorthport.com
5	Matanuska-Susitna, AK	Sonya Conant	Human Resources Director	(907) 746-7432	Sonya.Conant@matsugov.us
6	Sunny Isles Beach, FL	Norman Edelcup	Mayor	(305) 792-1701	NSEdelcup@aol.com
7	Albany, GA	Nathan Davis	City Attorney	(229) 431-2805	NDavis@albany.ga.us
8	Portland, ME	Cheryl Leeman	Search Chair / City Council Member	(207) 774-4308	cl@portlandmaine.gov
9	Pinecrest, FL	Guido Inguazo	Village Clerk	(305) 234-2121	inguanzo@pinecrest-fl.gov
10	Yakima, WA	Micah Cawley	Mayor	(509) 901-9114	micah_cawley@ci.yakima.wa.us
11	Polk County, IA	E.J. Giovannati	Former County Supervisor	(515) 371-0782	EJGiovannetti@hhlawpc.com
12	Destin, FL	Chuck Garcia	Human Resources Director	(850) 837-4242	cgarcia@cityofdestin.com
13	Madeira Beach, FL	Travis Palladeno	Mayor	(727) 239-5549	tpalladeno@madeirabeachfl.gov
14	Key Biscayne, FL	Conchita Alvarez	Village Clerk	(305) 365-5506	calvarez@keybiscayne.fl.us
15	Tacoma, WA	Joy St. Germain	Human Resources Director	(253) 591-2060	jstgermain@ci.tacoma.wa.us

Some of CB&A Clients...



City of Yakima, WA

City Manager



City of Cottonwood Heights, UT

City Manager



Matanuska-Susitna Borough, AK

Borough Manager



City of Ankeny, IA

City Manager

C. Search Methodology

The following search methodology has been refined over the past seventeen years and now is virtually foolproof. As noted below, we will integrate your ideas into the process. Our goal is to ensure you have the right people to interview as well as the information you need to make the right decision.

Information Gathering, Needs Assessment and Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those that are not actively looking for the next job) while also providing an accurate portrayal of the community and the opportunity. In order to do this, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Compile background information from the jurisdiction's website and other sources.
- Interview the Mayor and Board Members, other key parties (such as current Department Heads) and stakeholders (such as community groups, business owners, residents, government officials and property owners). Our goal is to develop a strong sense of your organization, its leadership, its short and long term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will likely include experience, longevity, education, personality, demeanor, and achievements as well as other items the Board Members and stakeholders consider important), and
- Determine a reasonable compensation package.

We will also finalize the timeline so candidates can mark their calendars well in advance and will be available when the Board Members wish to conduct the interviews.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will update the City Administrator position description and develop a comprehensive recruitment profile. We will provide our draft of these documents to the Board for their review and comment. Their suggestions will be incorporated, and the final documents prepared. A sample of our work is included as Appendix B. Other samples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for this position. We say people, and not person, because our goal is to bring you six to ten excellent semi-finalists, all of whom will do the job extraordinarily well and who are so good you will have a difficult time choosing

C. Search Methodology (continued)

among them. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- **Networking:** The best approach is diligent outreach. We will network with our colleagues and consult our data base. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished. We also use LinkedIn as a source of candidates.
- **Advertising** While we will seek out the best, we will not ignore the trade press as it often also yields strong candidates. We intend to contact the members of organizations such as the International City/ County Management Association, Arkansas Municipal League, League of Kansas Municipalities and so on. We will also post it on our website, www.cb-asso.com. We generally do not use newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the type of candidates our clients are seeking.
- **Email:** We will also e-mail the recruitment profile to our listserv of 12,500 managers and professionals who are interested in local government management. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from thirty to sixty applicants. We will first prepare a report on each applicant and then begin screening of the strongest candidates. Our goal will be to narrow the field and present information on the strongest candidates to the Board. This process requires a mixture of in-depth research and subjective evaluation. Our process is as follows.

It should be noted that selecting strong candidates is more an art than a science. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the City and the community. Typically forty percent of our finalists are women and/or minorities.

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to ten candidates. Some of these may be in-house candidates or individuals who have held high-level positions in other governments but who have never been the Administrator.

Often these people simply need the opportunity. Using a football analogy, Vince Lombardi was an assistant coach with the New York Giants prior to being hired by the Green Bay Packers. Hence, we do not believe we should only consider those who have already held the position we are recruiting for.

C. Search Methodology *(continued)*

Step Two. Screening Interview. Our lead recruiter, and possibly other senior representatives of the firm, will interview each of these candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether or not to consider them further.

Step Three. Candidate Materials and Background Investigations. For those that remain in consideration, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to prepare a written introduction to themselves as part of their preliminary background checks. This is done for several reasons. First, it allows the candidates to tell their own story and balance the negativity that is so often characteristic of the press. It also allows the City to evaluate the candidates written and communicative skills.
- **Candidate Disclosure Statement:** We will ask candidates if there is anything controversial in their background that we should be made aware of prior to further consideration. While it is unlikely that we find anything not previously publicized in the press, we believe redundant checks offer superior security for our client.
- **Interviews of References:** We tell the candidate with whom we wish to speak. These include current and former Council Members, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We also attempt to contact some individuals who are not on the candidate's list. Typically we reach eight to ten people and prepare a written summary of each conversation.
- **Legal Checks:** Through our third party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records for any litigation at the county and federal level; and bankruptcy and credit.
- **Search the Internet and Newspaper Archives:** Virtually every local newspaper has an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased and we consider that in our evaluation. This step is conducted in order to quickly discover candidates with problems in their backgrounds and eliminate them.
- **Verification of Education:** We also verify claimed educational degrees to assure the candidate is being totally forthright.

C. Search Methodology *(continued)*

- **Verification of Work History:** We verify employment for the past fifteen years.

Note: We firmly believe that all background work we have outlined above should be completed early in the process. That way the client knows the individuals to be interviewed are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once our client has made a selection, it can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

For the selected candidates, CB&A will compile the information we have developed into a complete written report for each recommended candidate. Specifically, this information will include: the candidates' resumes, introductions, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide some advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into), and some logistical information. The preceding information will be forwarded to you *electronically*.

The goal in conducting these checks is to develop a clear picture of the candidates and to determine which best meet the criteria established in Phase I. Each of the avenues we pursue adds a piece of the puzzle. We will crosscheck sources, search for discrepancies, and resolve them when we find them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. If we conclude the situation is damaging or even questionable, the situation reported to the City, with the City's concurrence, the candidate will be dropped from further consideration.

Task Six: Finalist Selection and Finalize the Assessment Process

We will recommend five to ten candidates to the Board for its consideration. We will then discuss these candidates and their materials with the Board Members. The goal will be to select approximately five outstanding candidates to present to the Mayor and Board to interview. We will also finalize the assessment process.

Task Seven: Notify All Candidates of Their Status

We will notify the selected candidates by telephone and give them the opportunity to ask additional questions. CB&A will also contact those not selected to advise them of their status. Part of the notification will include advice concerning the candidates' resume and/or cover letter so, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

C. Search Methodology (continued)

Coordinate the Interview Process and City Administrator Selection

Task Eight: Coordinate the Candidate Assessment Process

The following is an interview/assessment process we have used many times with our clients. Our goal is to evaluate the candidates' skills in the following areas: communication, personal interaction, management, leadership, and decision-making skills. As part of the process, we will recommend the Board observe the finalists in a number of settings. We will also recommend you invite the finalists' spouses so they can spend time in and evaluate your community.

Day 1: The finalists are given a tour of the community and its facilities by a knowledgeable staff member. Later, senior staff members meet briefly with the candidates. This opportunity allows the finalists to ask questions and the senior staff to assess the candidates.

Later, that evening, the Mayor and Board Members host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. Your next City Administrator will, after all, represent your local government in numerous venues. It is thus important to know how the individual will respond in a social setting. The reception also serves as an ice-breaker whereby the Board and the candidates get to know one another informally.

Day 2: Beginning at approximately 8:30 a.m., each candidate interviews individually with each elected official for approximately 40 minutes. These meetings provide the Board Members with an opportunity to assess how the candidates might interact with them on an individual basis. It is very important to know if good chemistry exists. Ultimately, Administrators succeed and fail based on their interaction with the Board Members and the one-on-one interviews are an excellent way to test that interaction.

After lunch, the Mayor and Board Members as a group will interview each candidate so that they can assess the candidates in a formal meeting. Part of the interviews may include a PowerPoint presentation so the Board can observe the candidates' presentational skills.

Task Nine: Debriefing and Selection

Once the interviews have concluded, CB&A suggests the Board Members adjourn and hold a meeting a day or two later to select the next City Administrator. Although the selection can be made the same day as the interviews, this decision is quite important and we recommend you take some time to consider what you have seen and heard.

In terms of the final selection, we have developed a simple methodology that moves the elected body quickly and rationally to the desired outcome. Once the selection has been made, CB&A will notify the finalists of their status. Candidates are eager to know and we feel it is important to keep them informed.

C. Search Methodology (continued)

Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

Should the Board Members wish, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect a relatively prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Administrator. Our goal is to be there to assist in resolving any issues that arise before they become intractable. In fact, at your request, we will conduct a team-building workshop, at no charge, to resolve any difficulties. We simply feel it is part of our job to assure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We want to be responsive and to assist in any way we can.

C. Search Methodology (continued)

The City's Obligations

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates for all expenses associated with their travel, meals, and incidentals for the interview weekend.

The City should also plan to provide the following information, if it is not available on the City's website, to each of the finalists: the current year budget, an organizational chart, the latest completed audit and management letter, any current strategic and long range plans, a copy of the City Charter, any job descriptions and other materials defining the role and duties of the City Administrator, and any evaluations of the organization completed in the last year.

These are the only obligations and responsibilities the City is expected to assume in the recruitment process.

C. Search Methodology (continued)

Possible Project Schedule

The following is the project schedule we suggest for this recruitment and assumes we are selected to perform the search by August 4th.

Phase I: Needs Assessment / Information Gathering

- August 13th: CB&A begins meeting with the City Officials and other suggested stake holders to understand the job and its challenges.
- August 19th: CB&A submits the draft of the full recruitment profile to the City for its review. Comments will be due back by August 25th:

Phase II: Recruiting

- August 28th: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 12,500 local government professionals.
- September 18th: Closing date for submission of applications.
- September 25th: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

- October 19th: CB&A forwards its candidate report and materials to the City. These will include the candidates' resumes, the candidate introduction, and the results of our reference, background and Internet/newspaper archives checks.
- October 26th: City selects candidates for interviews.

Phase IV: Interview Process Coordination and City Administrator Selection

- November 5th: City holds reception for the finalists.
- November 6th: One-on-one and full City Board Interviews and possible decision.
- November 9th: City selects its next City Administrator if the decision is not already made.

Phase V: Negotiation, Warranty & Continuing Assistance

- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

Some of CB&A Clients...



City of Mount Pleasant, MI

City Manager



City of Bellevue, WA

City Manager



City of Fayetteville, NC

City Manager



City of Winchester, VA

City Manager

D. References

The following are some of our City Manager placements as well as a few others.

City Manager, Ankeny, IA (population 45,600)

Contact: Mayor Gary Lorenz at (515) 371-2141 or,
GaryL@ljmd.com

CB&A began work on April 25, 2013, to find the City's next **City Manager**. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the county to interview. After careful deliberation, the City selected *David Jones, formerly County Administrator for Polk County, IA*, on August 7, 2013.



City Manager, Ashland, KY (population 20,000)

Contact: Mayor Chuck Charles at (606) 232- 7485 or
ccharles@ashlandky.org

CB&A began work in August 2013, to assist the city of Ashland in finding its next **City Manager**. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. *Benjamin Bitter, then Senior Management Analyst of Casa Grande, AZ*, was selected in October of 2013.



City Manager, Bellevue, WA (population 126,400)

Contact: Deputy Mayor Kevin Wallace at (425) 452-7810, or
Assistant City Manager Myrna Basich at
(425) 452-2733 or mbasich@bellevuewa.go

Bellevue is located just east of Seattle and is one of the nation's premier cities. CB&A began its work in August 2013. It included extensive input from the elected officials, the public and Bellevue staff. Our work included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in the contract negotiations. Interviews we originally scheduled for December but three of our five finalists dropped at the last minute and we felt we needed to redo the search. We started again after the first of the year. The Council Members were very pleased with the results and the caliber of the second group of finalists. They selected *Bellevue Deputy City Manager Brad Miyake* in early April

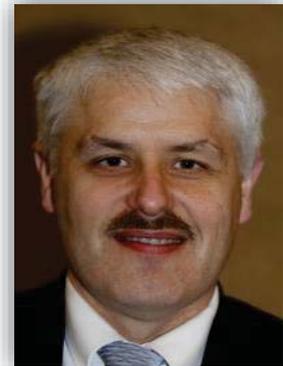


D. References (continued)

Police Chief, Farmington, NM (population 45,000)

Contact: City Manager Rob Mayes at (505) 320-9228

CB&A was hired in early October 2013 to find the City's next **Police Chief**. Farmington is a geographically isolated commercial center for many rural areas in northern New Mexico. The City was looking for a very confident and experienced candidate who would be able to handle crises without a great deal of outside assistance. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the City to interview. After careful deliberation, the City selected *Steven Hebbe, formerly Deputy Police Chief for Anchorage, Alaska*, in January 2014.



City Manager, Fruitland Park, FL (population 4,000)

Contact: Mayor Chris Bell at (352) 326-4291 or
cbell@fruitlandpark.org

CB&A was hired in mid-July 2013 to find Sunnyside's next **City Manager**. Rick Connor, CB & A's Senior Vice President assumed the Interim City Manager role in order to assist the City, stabilize the situation, and coordinate the recruitment. The process was challenging, but through extensive outreach efforts, CB & A fielded an excellent group of high quality candidates for the position, performed background checks, coordinated the interview process, and assisted the City in selecting *Gary LaVenja, then Township Manager of Maple Shade, NJ*.



City Manager, Hallandale Beach, FL (population 39,000)

Contact: Mayor Joy Cooper at (954) 632-5700,
JCooper@cohb.org

Colin Baenziger & Associates was asked to conduct an expedited recruitment for the **City Manager**. We first met with Hallandale Beach officials on July 28, 2010. We quickly produced a recruitment profile and began recruiting candidates. The deadline for applications was August 24th. *Hallandale Assistant City Manager Mark Antonio* was selected on September 20th from a pool of nine candidates. When Mr. Antonio retired 20 months later (he was in the DROP program and had to leave), we were again retained and *Ms. Renee Crichton, formerly an Assistant City Manager with Miami Gardens, FL*, was hired.

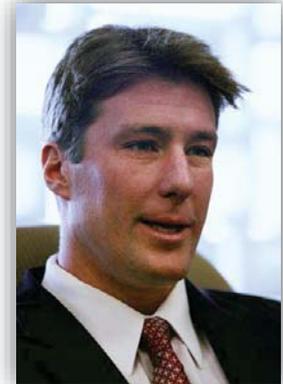


D. References (continued)

City Manager, City of Madeira Beach, FL (population 4,200)

Contact: Mayor Travis Palladeno at (727) 239-5549, or
TPalladeno@madeirabeachfl.gov

Madeira Beach is a tropical tourist location on the Western Coast of Florida in Pinellas County. Colin Baenziger and Associates began searching for a **City Manager** on September 30, 2011. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. *Shane Crawford, former Assistant County Administrator with Walworth County, WI* was selected as the next manager on November 22nd.



City Manager, Mountlake Terrace, WA (population 20,200)

Contact: Assistant City Manager Scott Hugel at
(425) 583-8761 or SHugill@ci.mlt.wa.us

Mountlake Terrace retained CB&A in mid-October, 2013, to help find its next **City Manager**. We met with the Council Members and with staff. Based on what we learned, we crafted a recruitment profile and began to search the country for outstanding candidates. Background checks were thorough and four finalists were selected. Interviews were held on January 24th and 25th. Arlene Fisher, City Administrator of Cheney, WA, was selected on January 27th.



City Manager, City of Roanoke, VA (population 96,000)

Contact: Council Member Court Rosen at (540) 597-3193 or
courtrosen@gmail.com

CB&A was hired in early September 2009 to find Roanoke's next **City Manager**. Roanoke is the cultural and commercial hub of southwestern Virginia. We were asked to identify someone with a strong background in finance and redevelopment. In preparation for the recruitment, we had five meetings to solicit public input (two with the public at large, one with the business community, one with the neighborhoods, and one with the education, social services and non-profit community). We also had a separate meeting with the media. Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews and providing a small amount of assistance with the contract negotiations. *Christopher Morrill, formerly the Assistant City manager for Savannah, GA*, was selected in early December 2009. We have since assisted the City in finding a **City Attorney**, a **Finance Director**, an **Economic Development Director**, a **Human Resources Director** and a **Planning, Building and Development Director**.



D. References *(continued)*

City Manager, Tacoma, WA (population 198,400) in 2011

Contact: Mayor Marilyn Strickland at (253) 591-5100 or Marilyn.Strickland@cityoftacoma.org
Human Resources Analyst Margith Baker (253) 573-2321,
or, MBaker@ci.tacoma.wa.us

CB&A was hired in late September 2011 to find Tacoma's next **City Manager**. As part of the recruitment process, we met with each of the nine council members to learn their concerns, priorities and desires. We searched the nation and developed a pool of 67 candidates, many of which were extremely capable. The semi-finalist pool was also diverse containing both women and minorities. Interviews were held in early December and *Mr. T.C. Broadnax, formerly an Assistant City Manager with San Antonio, TX*, was selected. He remains with the City as its manager.



City Manager, Winchester, VA (population 16,000)

Contact: Council Chair John Willingham at (540) 931-4655, or
John.Willingham@WinchesterVA.gov

CB&A was hired in mid-March 2014 to find Winchester's next **City Manager**. The City was seeking someone with energy and enthusiasm to move the City forward. We accepted the challenge and searched the nation for just the right person. Our efforts included extensive outreach and we an excellent group of high quality candidates. We then performed background checks, coordinated the interview process, and assisted the City in selecting *Eden Freeman, formerly Assistant City Manager for Sandy Springs, GA*, in early June.



Candidate References

While it is important to deliver what the City or County expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from three of those candidates.

Placement	Formerly	Recruited To Be	Contact at
Kristen Denne	City Manager Johnstown, PA	Township Manager Springettsbury Township, PA Appointed August 2014	(717) 757-3521 kristen.denne@springettsbury.com
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed June, 2014	(540) 667-1815 citymanager@winchesterva.gov
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014	(757) 253-6604 bryan.hill@jamescitycountyva.gov

More CB&A Clients...



City of Roanoke, VA
City Manager
City Attorney
Economic Development Director
Finance Director
Human Resources Director
Planning, Building and
Development Director



Oregon City, OR
Finance Director



James City County, VA
County Administrator



City of Scottsdale, AZ
City Manager

E. Fee and Warranty

Fee

CB&A offers a firm, fixed fee of \$23,250 *which includes all our expenses and costs*. In other words, the only thing the City will pay CB&A is the agreed upon fee. The only other costs the City will be responsible for are the costs associated with the candidates' (and spouses, if invited) travel, accommodations and meals for the interview process. The advantage to the City is it knows exactly what it will pay. The advantage to CB&A is that we do not have keep track of every minor expense.

We will bill the fee as the phases are completed and according to the following schedule:

Requested Services	
Phase I: Needs Analysis / Information Gathering	\$ 3,250
Phase II: Recruiting	9,000
Phase III: Screening	8,000
Phase IV: Interview Process Coordination and Administrator Selection	1,500
Phase V: Negotiation and Continuing Assistance and Warranty	1,500

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have neither billed nor requested additional funds beyond our originally quoted fee even when we have been entitled to it.

Warranty

Colin Baenziger & Associates offers the best warranty in the industry. We can offer it because we have confidence in our work. Provided the City instructs us with conducting a full search (Phases I-V) and assuming it selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search at no charge for our services. If he/she departs during the second year for any reason other than an act of God, we will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

F. Proposed Project Staff

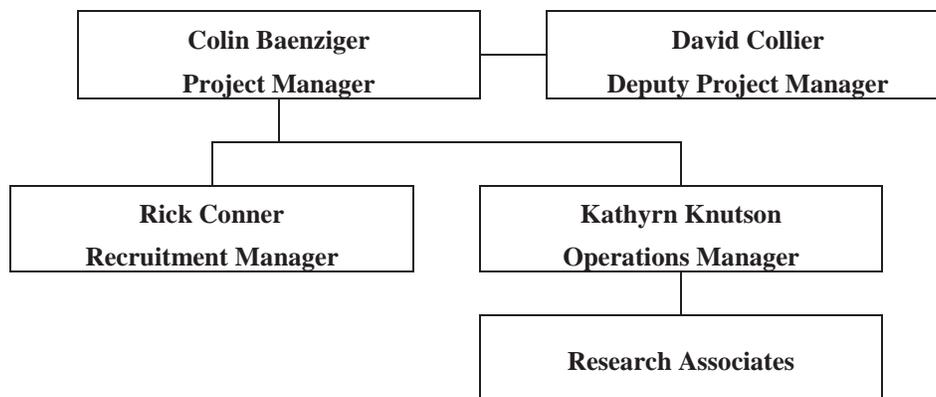
Project Team and Involvement

Colin Baenziger & Associates is an experienced recruiting firm which strongly believes that the majority of the search work should be conducted by one knowledgeable person. Colin Baenziger will be that person—he will serve as your project manager. He will conduct the interviews with the elected officials, search for strong candidates, discuss the position with those candidates, recruit them, conduct the interviews with the candidates, conduct the background investigations, oversee the interview process, and assist with the contract negotiations. In addition to fifteen years as a consultant, Mr. Baenziger spent ten years in government as a senior manager. Overall, he has been the firm’s Project Manager for more than one hundred and twenty five city and county manager searches. Prior to starting CB&A, he spent over 20 years hiring key staff.

David Collier, senior vice president, will be the Deputy Project Manager and support for Mr. Baenziger. Mr. Andrews will assist in virtually every aspect of the search effort but will focus on the search for strong candidates and candidate evaluation. Before joining CB&A as a recruiting in 2006, he had over 30 years of experience as a senior level local government manager in several states and in that capacity hired many key staff. He earned his Bachelor of Arts degree in economics and his Master’s degree in public administration from the American University in Washington, D.C. He is a past president of the Maryland City Managers Association and the Florida Association of County Administrators.

Rick Conner, vice president, will serve as the recruitment manager and assist with the identification and screening of candidates. He has over 30 years of in local government and in executive recruiting. He earned Bachelors of Science Degrees in Business Administration and Engineering from the University of Missouri.

Kathyrn Knutson, Vice President for Operations, will be responsible for coordinating the advertising and production of the materials we will present to you as described in the Recruitment Approach.



F. Proposed Project Staff (continued)

Colin Baenziger, M.P.A.

Principal

Colin Baenziger is a student of local government and responsible for the executive recruitment functions at Colin Baenziger & Associates. Over the years, he has worked with a number of cities on recruitments and on management, operational, and organizational issues. As a former manager and someone who actively consults with governments, he understands what it takes to do the manager's job effectively. Furthermore, because he is active in a number of professional associations, he knows many of the nation's managers on a first-name basis.



Some of Mr. Baenziger's searches for local governments include:

- City Manager, Coral Gables, FL (population 42,000)
- City Manager, Cottonwood Heights, UT (population 34,000)
- City Manager, Fife, WA (population 8,200)
- City Manager, Fayetteville, NC (population 208,000)
- Village Manager, Key Biscayne, FL (population 11,000)
- Economic Development Director, Loudoun County, VA (population 326,000)
- Community Development Director, Miami, FL (population 373,000)
- Borough Manager, Matanuska-Susitna Borough, Alaska (population 88,000)
- City Manager, Mount Dora, FL (population 12,000)
- County Manager, Clackamas County, OR (population 380,000)
- City Manager, Palm Coast, FL (population 51,000)
- City Manager, Portland, ME (population 65,000)
- City Manager, Roanoke, VA (population 96,000)
- City Manager, Tacoma, WA (population 200,000)
- General Manager, Tampa Bay Water Authority (serving a population of 2.4 million)
- County Manager, Union County, NC (population 290,000)

Other recent efforts include a strategic planning session for the Florida Association of Special Districts, an operational review of Tamarac's water utility, a business practices review for a division of Martin County government, an operational reconciliation for Palm Beach County Water, development of an automated system to pay royalties to featured recording artists for the Recording Industry Association of America, and a review of financial procedures for a division of the Marriott Corporation.

Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association. He has also been called upon frequently to speak at conferences of the Utah and Florida City/County Managers' Associations, and the Florida Public Personnel Association.

F. Proposed Project Staff (continued)

Dave Collier, M.P.A.

Senior Vice President

Before joining CB&A in 2006, Dave Collier spent over 30 years of management experience in county and city government. Since there is not much that he has not seen previously, Dave quickly produces efficient and effective solutions to problems for his clients.

One of Dave's specialties is executive search. With his many years of experience, he can quickly separate the wheat from the chaff and find the right person to join your senior staff or be your department head. He also has successfully conducted organizational reviews, sessions in team building and strategic planning workshops. Just as importantly in this day and age of the pressure to lower taxes, he has developed strategies and action plans for coping with the tough financial problems that local government often experience.



Dave has overseen the recruitment and selection of:

- County Manager, Brevard County, FL,
- City Manager, Coral Gables, FL,
- City Manager, Cape Canaveral, FL,
- City Manager, Dania Beach, FL,
- City Manager, North Miami, FL,
- City Manager, Orange City, FL,
- City Manager, West Melbourne, FL,
- City Administrator, West Park, FL,
- Finance Director for Tamarac, FL, and
- Environmental Resources Director for St. Lucie County, FL.

While serving as City Manager of Stuart, Florida for 14 years, he improved the professionalism of City Department Heads and staff through an emphasis on professional development and team building. He also used his hands-on management style to emphasize the need for effective project management and maintaining tight timelines in order to show citizens that the city government was effectively managed and had a strong commitment to its customers. Prior serving in Stuart, Dave was a County Manager in Florida, Kansas and Michigan. He also has extensive experience in local government consulting.

Mr. Collier earned his Bachelor of Arts degree in Economics and his Master's degree in Public Administration from the American University in Washington, D.C. He was a member of the International City/ County Management for over thirty years, served as President of the Maryland City Managers Association and the Florida Association of County Administrators. Mr. Collier is involved in his community as a member of the City of Stuart's CRA Advisory Board and as a Director of Stuart's Main Street Association.

F. Proposed Project Staff (continued)

Rick Conner, P.E.

Vice President

Rick Conner is a recent addition to CB&A's strong cadre of municipal operations experts. With over 30 years of management experience in local government, he has seen it all and done most of it. He possesses keen analytical skills and the ability to slice through critical issues. As a result, he is another outstanding weapon in the firm's arsenal of experts. His years in local government and his many licenses and certifications help him to judge talent quickly and effectively.



In addition to his experience as a City Manager, Rick's previous positions such as a Public Works Director, gives him an excellent perspective of the needs of local government operations and staffing.

Prior to joining Colin Baenziger & Associates in 2012, some of the top leadership positions that Rick has held include:

- City Manager of Sunny Isles Beach, Florida,
- City Manager of Portland, Texas,
- City Manager of Marble Falls, Texas,
- Public Works Director of Nashville/Davidson County, Tennessee, and
- Public Works Director of Bryan, Texas

While serving in these positions, Rick received national recognition for his Customer Service programs. Over his career, Mr. Conner has been involved in a variety of recruitments. Some of these include:

- City Manager, Fayetteville, NC,
- City Manager, Sarasota, FL,
- City Manager, Cocoa Beach, FL
- Chief Executive Officer/General Manager, Des Moines (IA) Water Works,
- Finance Director/Procurement Officer for a bedroom community to Corpus Christie, TX,
- Accounting Director for a medium size West Texas city
- Police Chief for a Florida barrier island community,
- Water and Wastewater Director for a medium size, central Texas city,
- Airport Fixed Base Operator for a Texas university community, and
- Airport Manager for a medium size Texas university city.

Rick holds a Bachelor of Science in Business Administration and a Bachelor of Science in Civil Engineering from University of Missouri. He also worked towards Masters Degrees in both Math and Civil Engineering before joining the work force. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee and Texas.

F. Proposed Project Staff (continued)

Kathryn Knutson

Vice President for Operations

Ms. Knutson is a skilled professional with a wealth of public and private sector experience. Her particular expertise is in special projects, compensation surveys, and background checks for our executive search candidates. She feels that each client must be properly served, and that can only be done by devoting her utmost attention to their particular concerns and by finding creative ways to solve their problems. In her book, the client comes first.



Since beginning her working relationship as a subcontractor with Colin Baenziger & Associates, Ms. Knutson has been involved in virtually every executive search the firm has conducted. Some of the more notable searches include:

- Public Works Director, Chandler, AZ (population 250,000)
- City Manager, Town of Bay Harbor Islands (population 5,200)
- City Manager, Coral Gables, FL (population 42,000)
- City Manager, Cottonwood Heights, UT (population 34,000)
- City Manager, Cutler Bay, FL (population 35,000)
- City Manager, Fife, WA (population 8,200)
- City Manager, Greensboro, NC (population 259,000)
- City Manager, Homestead, FL (population 59,800)
- Village Manager, Key Biscayne, FL (population 11,000)
- City Manager, City of Marathon, FL (population 11,500)
- Village Manager, Village of Palmetto Bay, FL (population 24,000)
- City Manager, Portland, ME (65,000)
- City Manager, Roanoke, VA (population 96,000)
- City Manager, City of West Melbourne, FL (population 15,000)

As noted, a major part of Ms. Knutson's work has been on special projects. For example, she is responsible for the firm's annual City Manager compensation survey and also has worked with Palm Beach County Water Utilities reviewing a portion of its billing database. The utility's concern was possible under-billing, and our work involved a review of billing records for reasonableness and consistency, as well as extensive work in the field. Thanks to Ms. Knutson's work, the Utility recovered our fee several times over.

Ms. Knutson's prior employment includes stints with Palm Beach County's Department of Building, Planning, and Zoning, and with the County Health and Rehabilitative Services. She has also worked with the State of Florida's Department of Corrections and with the State's Department of Employment Services. She has also been involved with a number of private and non-profit concerns, such as the Visiting Nurses Association and Oakwood Mental Health Center of the Palm Beaches. Ms. Knutson has an associate's degree in business education from West Georgia College in Carrollton, Georgia. Kathryn currently resides in Oneida County, WI.

F. Proposed Project Staff (continued)

More CB&A Clients...



Emmet County, MI

County Administrator



City of Titusville, FL

City Manager



City of Sunnyside, WA

City Manager



Clackamas County, OR

County Administrator

RESOLUTION NO. _____
A RESOLUTION ADOPTING ANNUAL AUDIT REQUIREMENTS
And RETAINING BKD, LLP as EXTERNAL AUDITORS

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

SECTION 1: The annual audit examination for the City of Fort Smith for the year ending December 31, 2015 shall be performed by an independent accounting firm in accordance with accounting standards generally accepted in the United States of America. Such standards shall include those promulgated by the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants and the United States Government Accounting Office, as applicable.

SECTION 2: BKD, LLP shall perform the annual audit examination for the year ending December 31, 2015 in accordance with Section 1 of this resolution.

THIS RESOLUTION ADOPTED THIS 15 DAY OF September, 2015.

APPROVED:

MAYOR

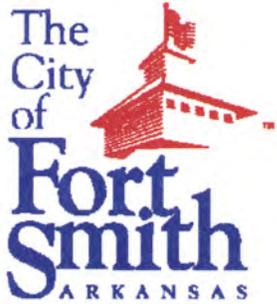
ATTEST:

CITY CLERK

Approved as to form:



No Publication Required



MEMORANDUM

September 9, 2015

TO: Jeff Dingman, Acting City Administrator

FROM : Jennifer Walker, Deputy Director of Finance

SUBJECT: Annual Audit Requirements

In accordance with state law, the City must adopt its annual audit requirements. The City selects an independent accounting firm to prepare its annual audit examination in accordance with standards generally accepted in the United States.

Also, the Audit Advisory Committee recommended that the services of BKD, LLP be retained to perform the audit for the year ending December 31, 2015. The total cost, including document production and printing, was \$166,340 for the 2014 audit. A similar rate is anticipated for the 2015 audit.

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

A handwritten signature in black ink that reads "Jennifer Walker".

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID FOR THE PURCHASE
BACKHOE LOADER

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
5610-303-BA for the purchase of a backhoe loader for \$81,488 from Scott
Equipment, is accepted.

This Resolution adopted this _____ day of September, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

Interoffice Memorandum

TO: Jeff Dingman, Acting City Administrator
FROM: Alie Bahsoon, Purchasing Manager *AB*
SUBJECT: Purchase of Backhoe Loader
DATE: September 9, 2015



You will find below the bid tabulation for a backhoe loader for use by the City of Fort Water Line Maintenance Department.

Funding for this backhoe loader is available and has been appropriated for in the 2015 Budget in Capital Account 303 and a budgeted amount of \$77,500. The balance will be supplemented from funds available in other capital outlay accounts.

I recommend that the bid noted below be accepted. Please let me know if should require any additional information.

**Tabulation of Bids - City of Fort Smith Utilities Department
 Backhoe Loader
 Bid Tab 5610-303-BA**

Vendor	Stribling Equipment Fort Smith, AR	JA Riggs Tractor Fort Smith, AR	Scott Equipment Fort Smith, AR
Year	2015	No Bid	2015
Make	John Deere		Case
Model	310 SL HL		580 Super N
Cost	\$78,482.75		\$80,438.00
24" Bucket	\$692.25		\$1,050.00
Electronic Monitoring System	Free-3 years		Free-3 years
Delivery Terms	45-60 days		120 days
Tot. Delivered Cost	\$79,175.00 *		\$81,488.00 ✓
4WD (Optional)	\$83,775.00 45-60 days		\$89,885.00 60 days

✓ **Recommended Bid Award**

* Does Not Meet Bid Specifications

INTER-OFFICE MEMO

TO: Alie Bahsoon, Purchasing Manager

DATE: September 10, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Purchase of Backhoe Loader

The utility department has reviewed the bids submitted for the purchase of the backhoe loader for the water line maintenance program 5610. The bid of \$81,488.00 submitted by Scott Equipment Company for the Case backhoe, although not the low bid, is the recommended equipment purchase. The John Deere backhoe model offered by Stribling Equipment is wider than our existing equipment trailer. The price difference of \$2,313.00 between the two bids is less than the purchase price of a new, wider trailer needed to transport the John Deere backhoe making the Case backhoe bid submitted by Scott Equipment more cost effective. Program 5610 has sufficient funds to cover the difference between the budgeted amount and the bid price.

If you have any questions, please let me know.

pc: Jeff Dingman

RESOLUTION NO. _____

RESOLUTION ACCEPTING BID FOR THE SALE OF SURPLUS PARCEL OF LAND AND AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTATION PERTAINING TO THE LAND THEREOF

WHEREAS, vacant City owned land located at 900 North 14th Street, Lot 1 Block 107 of Kennedy Subdivision has been declared to be surplus property available for sale/purchase pursuant to invited bids by the public.

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

SECTION 1: The bid of Fort Smith Public Schools in the sum of \$7,005.00 is determined to be the highest responsible bid for the subject property.

SECTION 2: The Mayor, his signature attested by the City Clerk, is authorized to execute necessary documents to complete the sale/purchase of the subject property. The Acting City Administrator and the City Attorney are authorized to take all necessary action to complete the sale/purchase transaction.

This Resolution adopted this _____ day of September, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required



Interoffice Memorandum

TO: Jeff Dingman, Acting City Administrator
FROM: Alie Bahsoon, Purchasing Manager *AB*
SUBJECT: Sale of Surplus Land
DATE: September 9, 2015

The City took foreclosure action in 2005 on a piece of property located at the corner of 900 North 14th and "I" Streets (directly across from Tilles Elementary School) due to property cleanup liens. The owner forfeited the property in exchange for release of said liens and the City eventually acquired the property via a Commissioner's Deed in 2006.

Since this property was considered as surplus under *Division 3.4. – Real Property Sale Policy* of the Municipal Code, competitive bids were originally solicited in late March for the sale of said property. The board rejected the only bid (\$100) received from the Fort Smith Public Schools at the July 21st regular meeting. It was recommended by the board that we rebid the sale of the property since the parcel was appraised at \$6,800; therefore, a minimum starting bid of \$4,000 was stipulated in the bid document. The sale was advertised on August 14 & 15 and five certified letters and 13 regular bid documents were mailed to the contiguous property holders and others in the immediate area.

As a result of this notice, the following bids were received:

- Fort Smith Public Schools: \$7,005
- Deborah Newborn: \$4,250
- Sam Jagers: withdrew bid

The Fort Smith Public Schools was the highest bidder which met the bidding requirements and furnished a 5% deposit with their bid document. It is for this reason that the attached resolution is being presented to the board for their consideration and approval.

Please let me know if you should have any questions about this matter.

RESOLUTION NO. _____

4 F

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN EASEMENT WITH OKLAHOMA GAS & ELECTRIC COMPANY

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

The Mayor is hereby authorized to execute an easement to the Oklahoma Gas &
Electric Company for the installation of underground and overhead electric services in
connection with the Mill Creek Pump Station and Equalization Tank, Project Number 10-01,
on city property located at 501 Navy Road, Fort Smith, Arkansas.

This Resolution adopted this _____ day of September 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: September 8, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Mill Creek Pump Station and Equalization Tank
Project Number 10-01

The new Mill Creek pump station and equalization tank requires the installation of electrical lines and a pad mounted transformer to serve the site improvements. Oklahoma Gas & Electric Company requires the dedication of easements for this service installation. A copy of the easement and exhibit drawing depicting the easement area are attached. Staff recommends the granting of the easement.

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

attachment

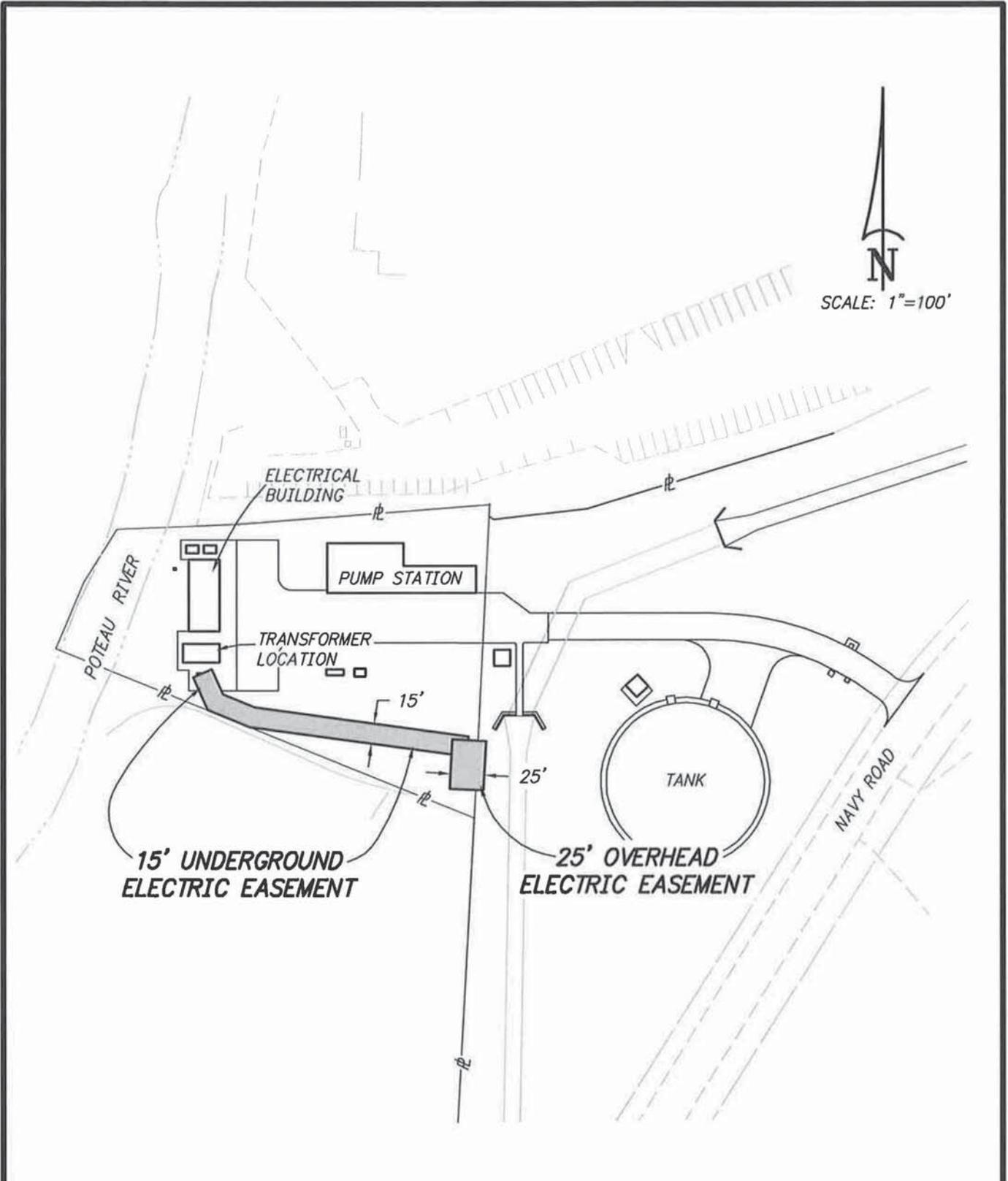


EXHIBIT A
OG&E ELECTRIC SERVICE EASEMENT
MILL CREEK PUMP STATION
FOR: OG&E ELECTRIC

DATE: 09/09/2015

SCALE: 1"= 100'

PROJECT NO. 10-01

THIS INSTRUMENT WAS PREPARED BY:
LAND MANAGEMENT
AFTER RECORDING RETURN TO SAME @:
OG&E ELECTRIC SERVICES
ATTN: RIGHT OF WAY DEPT. - M/C AF90
7200 HIGHWAY 45
FORT SMITH, ARKANSAS 72916

EASEMENT

Work Order # 7363445

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CITY OF FORT SMITH Grantor, in consideration of Ten or more dollars, in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and convey unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right privilege and authority to enter upon and install, erect, operate and maintain and construct or reconstruct underground and/or above ground a system of system of poles, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other necessary fixtures for the transmission and distribution of electric current and communication messages, upon, under, over and across the property hereinafter described, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation, with full power and authority to enter upon the premises for said purposes including the right of ingress and egress to and from said system across adjoining lands

The real property covered by this easement is situated in Sebastian (Fort Smith District) County, State of Arkansas, and described as follows:

Overhead: A twenty-five foot (25.00') wide easement crossing part of the Lot 7, of the T.H.R. Johnson Survey (dated August 1891) of the North Half of Fractional Section 20, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, said easement being twelve and one-half feet (12.50') wide on each side of the centerline described as follows: Commencing at the NE corner of the Southeast Quarter of the Northwest Quarter said Fractional Section 20; thence South 302.31 feet along the East line of said Lot 7 to the NE corner of the Mill Creek Pump Station Site; thence continuing South 215.00 feet; thence West 8.00 feet to an existing OG&E pole and the Point of Beginning; thence North 32.00 feet from this point extends an anchor, North 30.00 feet to the Point of Terminus.

ALSO; Underground: A fifteen feet (15.00') wide easement crossing part of Lot 7, of T. H. R. Johnson Survey (dated August 1891) of the North Half of Fractional Section 20, Township 8 North, Range 32 West, Fort Smith, Sebastian County, Arkansas, said easement being seven and one-half feet (7.50') wide on each side of the centerline described as follows: Commencing at the NE corner of the Southeast Quarter of the Northwest Quarter said Fractional Section 20; thence South 302.31 feet along the East line of said Lot 7 to the NE corner of the Mill Creek Pump Station site; thence continuing South 183.00



SCALE: 1"=100'

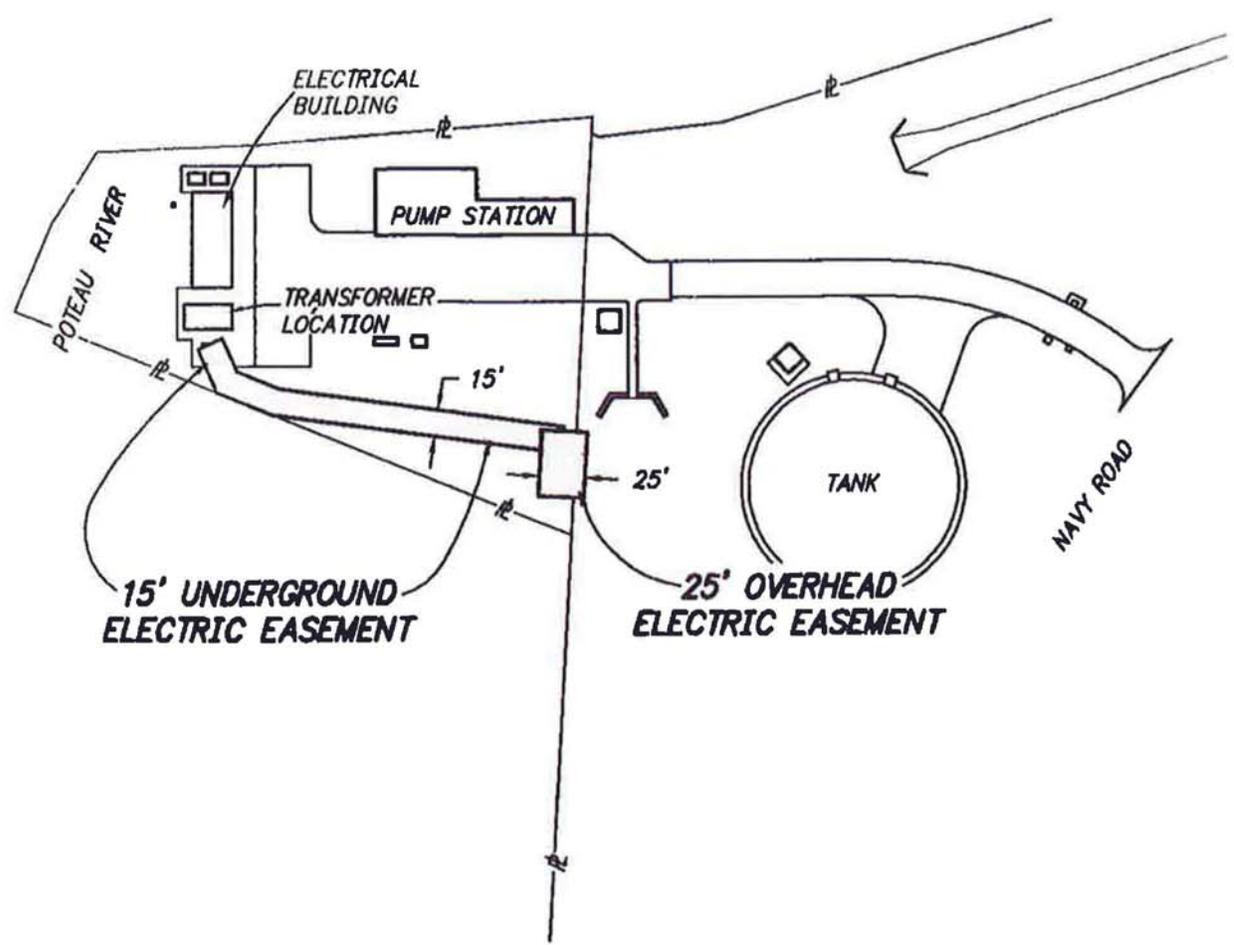


EXHIBIT A
OG&E ELECTRIC SERVICE EASEMENT
MILL CREEK PUMP STATION
FOR: OG&E ELECTRIC

DATE: 09/09/2015

SCALE: 1"= 100'

PROJECT NO. 10-01

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAWKINS WEIR ENGINEERS, INC., FOR PROVIDING ENGINEERING SERVICES FOR THE WASTEWATER PUMP STATION/FORCE MAIN EVALUATIONS

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

SECTION 1: An Agreement with Hawkins Weir Engineers, Inc., for providing engineering services associated with the Wastewater Pump Station/Force Main Evaluations, Project Number 15-19-ED1, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute an Agreement for professional engineering services in the amount of \$2,088,420.00.

This Resolution adopted this _____ day of September 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr



INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: September 8, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Wastewater Pump Station/Force Main Evaluations
Project Number 15-19

Article Three of the Consent Decree requires the city to complete an evaluation of all twenty-three pump stations and associated force mains within the wastewater collection system. The purpose of these evaluations are to determine the suitability, overall performance and condition of each, and to identify remedial measures required to achieve Consent Decree objectives. The city is to document its progress each calendar year toward completing these evaluations and to prepare and submit a pump station and force main evaluation report to EPA and ADEQ with the annual report due on March 31, 2018.

The report must include the following items:

- A detailed description of each pump station and force main.
- Details of the physical condition of the pump station structure, pumps, valves and piping, all electrical and electronic components, alternate power supplies, SCADA system, and lightning strike protection equipment.
- Inventory listing of each force main, its construction material, age, diameter, length, typical flow rates/velocities, maintenance history, and the relative risks and consequences of a failure of each force main.
- The firm pumping capacity of each pump station as compared to the peak wet weather flow rates conveyed to the station for each of the three storm events listed in the Consent Decree and as compared to the hydraulic capacity of the force main serving the station.
- The dry weather and wet weather critical response times (times between pump station failure and onset of an overflow event).

The report must also examine all measures necessary to insure compliance including:

- Increasing pumping capacity.
- Altering station configuration.
- Maintaining adequate supplies of critical equipment and parts.
- Improving the city's maintenance practices.

- Adequacy of standby or alternative power and lightning strike protection measures to minimize sewer system overflows caused by pump station failures.
- Detailed description of the capacity and condition remedial measures, and/or operational improvements required at each pump station and force main to achieve the objectives of the Consent Decree

In order to meet the requirements and time line of Article Three, staff prepared a detailed request for proposal, selected the local firm of Hawkins Weir Engineers and negotiated the scope of work necessary to complete this project. Over the course of several weeks and numerous discussions with representatives of Hawkins Weir, details of the scope and fee were finalized. A copy of the Scope of Services is attached for your information. The five work tasks identified in the Scope of Services are to be performed over a twenty-four month period for a fee in the amount of \$2,088,420.00. A summary of each task is included with the attached Scope of Services. Work to be performed by the various sub-consultants to Hawkins Weir and associated costs are included. A copy of Article Three and Appendix "B" of the Consent Decree is attached for reference.

A Resolution authorizing an agreement with Hawkins Weir Engineers in the amount of \$2,088,420.00 is attached. Funding for the initial portion of this evaluation is available from the 2014 sales and use tax bonds issued for sewer system improvements. However, supplemental funding will be required from the bonds to be issued in 2015 for the continued sewer system improvements.

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

attachment

**Scope of Services
Wastewater Pump Station/Force Main Evaluations
City of Fort Smith, Arkansas
Project No. 15-19-ED1
September 1, 2015**

PROJECT DESCRIPTION:

The City of Fort Smith (City) has negotiated the terms of a Consent Decree (CD) with the US Department of Justice and the Environmental Protection Agency (EPA) to address clean water act violations within the City's wastewater system. The objective of the Consent Decree is for the City to achieve and maintain full compliance with the CD and regulations promulgated under the Clean Water Act and the City's NPDES Permits, with the goal of eliminating all sanitary sewer overflows. Pursuant to Paragraph 135 of the CD, the City and its consultants, contractors and agents shall preserve, until a period of five (5) years after termination of the CD, all non-identical copies of all records and documents that relate in any manner to the City's performance of its obligations under the CD.

Article Three, Pump Station/Force Main Evaluation Report, of the CD requires that the City complete evaluations of all twenty-two (22) wastewater pump stations and force mains within the wastewater collection and transmission system (WCTS) for the purpose of determining the suitability, overall performance and condition of each, and to identify remedial measures required to meet the CD objectives. Article Three also requires that the City provide dedicated alternative power supplies at all pump stations.

The Consent Decree stipulates that the City prepare and submit a Pump Station and Force Main Evaluation Report and Remedial Measures Plan to EPA and the Arkansas Department of Environmental Quality (ADEQ), for review and comment, with or before the Annual Report due on March 31, 2018. The Report shall provide narratives, analysis, calculations, exhibits, and other supporting information as required to document the various Pump Station/Force Main evaluations, maintenance activities, and remedial measures undertaken and/or planned by the City to achieve the objectives of the CD. Under terms of the Consent Decree, Section XI, the City shall provide a summary report and certification, approval, and seal, by a lead Professional Engineer licensed by the Arkansas State Board of Licensure for Professional Engineers and Professional Surveyors for the Pump Station and Force Main Evaluation Report and Remedial Measures Plan.

**Scope of Services
Wastewater Pump Station/Force Main Evaluations
City of Fort Smith, Arkansas
Project No. 15-19-ED1
September 1, 2015**

Task 1 – Pump Station/Force Main Technical Data

- 1.1 Review the following information from the City of Fort Smith (City):
 - a. Record drawings for each pump station/force main
 - b. Pump curves and other pump, motor, and standby generator data/secondary sources of power (transfer switches)
 - c. Pump station operation and maintenance manuals
 - d. Operation and maintenance data including pump run (hours) data
 - e. Maintenance records and work order histories
 - f. Sanitary Sewer Overflow (SSO) records of pump station related spills

- 1.2 Interview City personnel to gain additional detail regarding the following:
 - a. Wastewater pump system
 - b. Pump station maintenance capabilities
 - c. Spare parts inventory and equipment
 - d. Routine/emergency practices and procedures

- 1.3 Field investigation of each pump station to verify historical data and photograph its key components

- 1.4 Develop a detailed description of each pump station, including the following:
 - a. Pump station structure
 - b. Pumping equipment
 - c. Controls
 - d. Supervisory Control and Data Acquisition (SCADA) system
 - e. Primary and alternate power supplies

- 1.5 Determine the peak, incoming dry-weather flow rate and peak wet-weather flow rates in the gravity sewer line tributary to each pump station as generated by the following rainfall events:
 - a. 2-year/6-hour ⁽¹⁾⁽²⁾
 - b. 5-year/6-hour ⁽¹⁾⁽²⁾
 - c. 10-year/6-hour ⁽¹⁾⁽²⁾

- 1.6 Develop an inventory listing of each force main, including the following:
 - a. Construction material
 - b. Age or installation date
 - c. Diameter and length
 - d. Special corrosion protection measures, as applicable
 - e. Typical flow rates/velocities
 - f. Maintenance history
 - g. Identification of any redundant or stand-by force main(s) and its capacity as a percentage of the pump station's discharge and its typical operating mode (i.e. emergency standby, wet-weather standby, or other mode)

(1) Coordinate with CDM Smith, who is determining these peak flow rates for the eight (8) pump stations identified in the attached Exhibit A under a separate contract with the City.

(2) For the remaining fourteen (14) pump stations, coordinate with our Subconsultant (RJN Group) to conduct flow monitoring of the upstream, tributary gravity sewer line serving each pump station, and utilizing the appropriate methodology for analysis, determine the resulting peak dry-and wet-weather flow rates.

**Scope of Services
Wastewater Pump Station/Force Main Evaluations
City of Fort Smith, Arkansas
Project No. 15-19-ED1
September 1, 2015**

Task 2 – Pump Station Evaluation ⁽³⁾

- 2.1 Perform a condition assessment of each pump station. Pump station condition assessment shall include:
 - a. Pump station structure
 - b. Pumps
 - c. Motors
 - d. Valves
 - e. Piping and support structures
 - f. Electrical, instrumentation, and SCADA components
 - g. Bar screens and associated components
 - h. Odor control equipment
 - i. Security systems, including fencing
 - j. Access drives and parking areas
 - k. Equalization basins and auxiliary components
 - l. Floodplain/floodway issues
 - m. Surrounding neighborhood issues
- 2.2 Determine, by field measurement, the actual firm capacity of each pump station with the largest pump out of service. For those pump stations that include wet-weather equalization storage, the firm capacity of the pump station shall be based upon operation of those components
- 2.3 Comparison evaluation of the firm pump capacity of each pump station to the peak wet-weather flow rate(s) in the gravity sewer line(s) tributary to the pump station for the three (3) rainfall events described in Task 1.5
- 2.4 Determine the critical response time under both dry-weather and wet-weather conditions for each pump station
- 2.5 Determine the ability of City maintenance personnel to take corrective actions within the critical response time as calculated for each pump station

(3) For the fifteen (15) Group One pump stations identified in Appendix B of the Consent Decree that have been reconstructed, undergoing major reconstruction, scheduled for construction, or constructed since 2001, Engineer may utilize information and documentation from engineering reports, contract documents, specifications, submittals, operation and maintenance manuals, and other such existing information as the basis for the pump station evaluation.

**Scope of Services
Wastewater Pump Station/Force Main Evaluations
City of Fort Smith, Arkansas
Project No. 15-19-ED1
September 1, 2015**

Task 3 – Force Main Evaluation

- 3.1 Perform a condition assessment of each force main ⁽⁴⁾, including the following:
 - a. Prepare private property rights-of-entry, as necessary, for acquisition by the City
 - b. Field survey to determine its location
 - c. Evaluate all air release valves and valve vaults. Also develop GPS coordinates for all air release valves
 - d. Evaluate all blow down valves and valve vaults. Also develop GPS coordinates for all blow down valves
 - e. Evaluate accessibility of the force main
 - f. Perform property research and develop ownership map of the force main route
 - g. Develop a plan and natural grade profile of the force main
 - h. Develop a hydraulic grade line (HGL) of the force main based upon pump station capacities and superimpose this information onto the natural grade profile
 - i. Identify areas of gravity flow within the force main
 - j. Evaluate soil conditions inherent to any existing metallic pipe force main route
 - k. Perform a direct inspection of the force main. This may be accomplished by coupon testing or other non-destructive testing methods

- 3.2 Comparison evaluation of the capacity of each force main to the peak wet-weather flow rate(s) in the gravity sewer line(s) tributary to the force main for the three (3) rainfall events described in Task 1.5

- 3.3 Perform an operational assessment of each force main including the following:
 - a. Normal operating pressure
 - b. Maximum anticipated pressures resulting from:
 - (1) Pump shut-down or failure
 - (2) Valve failure
 - c. Past maintenance records
 - d. Visual inspection of the ground surface over the entire length of the force main

- 3.4 Develop a detailed summary of the condition of each force main, the method(s) used to determine that condition, and the relative risks and consequences of a force main failure

(4) The condition assessment will exclude seven (7) force mains that either have been recently assessed or replaced. The assessment of these seven (7) force mains will be conducted with the City's continuing maintenance program (CMOM) as identified in Appendix B of the Consent Decree.

**Scope of Services
Wastewater Pump Station/Force Main Evaluations
City of Fort Smith, Arkansas
Project No. 15-19-ED1
September 1, 2015**

Task 4 – Remedial Measures ⁽⁵⁾

- 4.1 Prepare a detailed description of all capacity remedial measures, condition remedial measures, and operational improvements required at each pump station. Such remedial measures shall include:
 - a. Increased pumping capacity
 - b. Altering pump station configuration
 - c. Maintaining adequate supplies of critical equipment or parts
 - d. Improvements in maintenance practices
 - e. Providing additional alternative power and lightning strike protection
- 4.2 In coordination with City staff, develop a schedule and narrative for completing the remedial measures or in implementing any identified operational improvements taking into consideration the City's funding availability based on timing of Bond issuances

Task 5 – Pump Station and Force Main Evaluation Report and Remedial Measures Plan

- 5.1 Prepare monthly reports, documenting progress to date and planned activities for the coming month, and deliver to the City
- 5.2 Prepare interim report, detailing progress toward completing the evaluations, and deliver to the City by mid-December 2015
- 5.3 Prepare interim report, detailing progress toward completing the evaluations, and deliver to the City by mid-December 2016
- 5.4 Prepare final pump station and force main evaluation report and remedial measures plan for submission by the City to the EPA and the ADEQ by November 1, 2017. The report shall provide the following to document the various pump station/force main evaluations, maintenance activities, and remedial measures undertaken and/or planned by the City and as detailed in Article Three of the Consent Decree:
 - a. Narrative
 - b. Analysis
 - c. Calculations
 - d. Exhibits
 - e. Other supporting information
- 5.5 If the pump station and force main evaluation report and/or remedial measures plan is disapproved in whole or in part by the EPA, coordinate with the City to correct all identified deficiencies and resubmit to the EPA and the ADEQ for approval

(5) All remedial measures necessary to ensure compliance with the Consent Decree must comply with the Water Environment Federation (WEF) Manual of Practice FD-4 (1993), "Design of Wastewater and Storm Water Pumping Stations".

Summary

Wastewater Pump Station/Force Main Evaluations, FSUD 15-19-ED1

Task 1 - Pump Station/Force Main Technical Data		Engr VII \$180	Engr V \$150	Engr III \$120	Dsgnr II \$100	Tech II \$70	Field Tech II \$75	GPS Survey \$175	Admin. Asst. II \$55	Total Hours	Total Cost
Billing Rate (Effective thru 07/30/16)											
1.1	Review the following information from the City of Fort Smith (City):										
	a. Record drawings for each pump station/force main	41	21.5	38	0	0	0	0	0	100.5	\$15,165
	b. Pump curves and other pump, motor, and standby generator data/secondary sources of power (transfer switches)	37	19.5	35	0	0	0	0	0	91.5	\$13,785
	c. Pump station operation and maintenance manuals	10	18.5	35	0	0	0	0	0	63.5	\$8,775
	d. Operation and maintenance data including pump run (hours) data	10	18.5	35	0	0	0	0	0	63.5	\$8,775
	e. Maintenance records and work order histories	10	21	40	0	0	0	0	0	71	\$9,750
	f. Sanitary Sewer Overflow (SSO) records of pump station related spills	36	21	40	0	0	0	0	0	97	\$14,430
1.2	Interview City personnel to gain additional detail regarding the following:										
	a. Wastewater pump system	22	11	22	0	0	0	0	0	55	\$8,250
	b. Pump station maintenance capabilities	22	11	22	0	0	0	0	0	55	\$8,250
	c. Spare parts inventory and equipment	20	11	22	0	0	0	0	0	53	\$7,890
	d. Routine/emergency practices and procedures	20	11	22	0	0	0	0	0	53	\$7,890
1.3	Field investigation of each pump station to verify historical data and photograph its key components	6	41	44	0	0	0	0	0	91	\$12,510
1.4	Develop a detailed description of each pump station, including the following:										
	a. Pump station structure	50	0	0	0	76	0	0	88	214	\$19,160
	b. Pumping equipment	38	40	74	0	76	0	0	88	316	\$31,880
	c. Controls	34	40	74	0	0	0	0	0	148	\$21,000
	d. Supervisory Control and Data Acquisition (SCADA) system	4	22.5	31	0	0	0	0	0	57.5	\$7,815
	e. Primary and alternate power supplies	4	22.5	31	0	0	0	0	0	57.5	\$7,815
1.5	Determine the peak, incoming dry-weather flow rate and peak wet-weather flow rates in the gravity sewer line tributary to each pump station as generated by the following rainfall events:										
	a. 2-year/6-hour ⁽¹⁾⁽²⁾	0	22	22	0	0	0	0	0	44	\$5,940
	b. 5-year/6-hour ⁽¹⁾⁽²⁾	0	22	22	0	0	0	0	0	44	\$5,940
	c. 10-year/6-hour ⁽¹⁾⁽²⁾	0	22	22	0	0	0	0	0	44	\$5,940
1.6	Develop an inventory listing of each force main, including the following:										
	a. Construction material	0	8	20	0	0	0	0	0	28	\$3,600
	b. Age or installation date	0	8	18	0	0	0	0	0	26	\$3,360
	c. Diameter and length	0	8	18	0	0	0	0	0	26	\$3,360
	d. Special corrosion protection measures, as applicable	0	8	16	0	0	0	0	0	24	\$3,120
	e. Typical flow rates/velocities	0	8	16	0	0	0	0	0	24	\$3,120
	f. Maintenance history	0	15.5	26	0	0	0	0	0	41.5	\$5,445
	g. Identification of any redundant or stand-by force main(s) and its capacity as a percentage of the pump station's discharge and its typical operating mode (i.e. emergency standby, wet-weather standby, or other mode)	0	8.5	16	0	0	0	0	0	24.5	\$3,195
	Total Hours	364	460	761	0	152	0	0	176	1913	
	Total Cost - Task 1	\$65,520	\$69,000	\$91,320	\$0	\$10,640	\$0	\$0	\$9,680		\$246,160

(1) Coordinate with CDM Smith, who is determining these peak flow rates for the eight (8) pump stations identified in the attached Exhibit A under a separate contract with the City.

(2) For the remaining fourteen (14) pump stations, coordinate with our Subconsultant (RJN Group) to conduct flow monitoring of the upstream, tributary gravity sewer line serving each pump station, and utilizing the appropriate methodology for analysis, determine the resulting peak dry-weather and wet-weather flow rates.

Summary

Wastewater Pump Station/Force Main Evaluations, FSUD 15-19-ED1

Task 2 - Pump Station Evaluation ⁽³⁾		Engr VII \$180	Engr V \$150	Engr III \$120	Dsgnr II \$100	Tech II \$70	Field Tech II \$75	GPS Survey \$175	Admin. Asst. II \$55	Total Hours	Total Cost
Billing Rate (Effective thru 07/30/16)											
2.1	Perform a condition assessment of each pump station. Pump station condition assessment shall include:										
	a. Pump station structure	53	0	0	0	0	0	0	0	53	\$9,540
	b. Pumps	20	12.5	20.5	0	0	0	0	0	53	\$7,935
	c. Motors	2	11.5	19.5	0	0	0	0	0	33	\$4,425
	d. Valves	20	11	18	0	0	0	0	0	49	\$7,410
	e. Piping and support structures	20	11	18	0	0	0	0	0	49	\$7,410
	f. Electrical, instrumentation, and SCADA components	0	11	18	0	0	0	0	0	29	\$3,810
	g. Bar screens and associated components	3	2.5	3	0	0	0	0	0	8.5	\$1,275
	h. Odor control equipment	18	11	18	0	0	0	0	0	47	\$7,050
	i. Security systems, including fencing	0	8.5	15	0	0	0	0	0	23.5	\$3,075
	j. Access drives and parking areas	15	9	16	0	0	0	0	0	40	\$5,970
	k. Equalization basins and auxiliary components	2	2	2	0	0	0	0	0	6	\$900
	l. Floodplain/floodway issues	0	9	16	0	0	0	0	0	25	\$3,270
	m. Surrounding neighborhood issues	17	9	16	0	0	0	0	0	42	\$6,330
2.2	Determine, by field measurement, the actual firm capacity of each pump station with the largest pump out of service. For those pump stations that include wet-weather equalization storage, the firm capacity of the pump station shall be based upon operation of those components	58	68	136	0	0	0	64	0	324	\$47,800
2.3	Comparison evaluation of the firm pump capacity of each pump station to the peak wet-weather flow rate(s) in the gravity sewer line(s) tributary to the pump station for the three (3) rainfall events described in Task 1.5	56	62	136	0	0	0	0	0	254	\$35,700
2.4	Determine the critical response time under both dry-weather and wet-weather conditions for each pump station	56	62	112	0	0	0	0	0	230	\$32,820
2.5	Determine the ability of City maintenance personnel to take corrective actions within the critical response time as calculated for each pump station	56	62	112	0	0	0	0	0	230	\$32,820
Total Hours		394	362	676	0	0	0	64	0	1496	
Total Cost - Task 2		\$70,920	\$54,300	\$81,120	\$0	\$0	\$0	\$11,200	\$0		\$217,540

(3) For the fifteen (15) Group One pump stations identified in Appendix B of the Consent Decree that have been reconstructed, undergoing major reconstruction, scheduled for construction, or constructed since 2001, Engineer may utilize information and documentation from engineering reports, contract documents, specifications, submittals, operation and maintenance manuals, and other such existing information as the basis for the pump station evaluation.

Summary

Wastewater Pump Station/Force Main Evaluations, FSUD 15-19-ED1

Task 3 - Force Main Evaluation		Engr VII \$180	Engr V \$150	Engr III \$120	Dsgnr II \$100	Tech II \$70	Field Tech II \$75	GPS Survey \$175	Admin. Asst. II \$55	Total Hours	Total Cost
Billing Rate (Effective thru 07/30/16)											
3.1	Perform a condition assessment of each force main ⁽⁴⁾ , including the following:										
	a. Prepare private property rights-of-entry, as necessary, for acquisition by the City	0	0	0	84	0	0	0	0	84	\$8,400
	b. Field survey to determine its location	0	0	0	64	0	80	712	0	856	\$137,000
	c. Evaluate all air release valves and valve vaults. Also develop GPS coordinates for all air release valves	26	28	80	0	0	0	26	0	160	\$23,030
	d. Evaluate all blow down valves and valve vaults. Also develop GPS coordinates for all blow down valves	26	28	80	0	0	0	26	0	160	\$23,030
	e. Evaluate accessibility of the force main	0	46	0	0	0	0	0	0	46	\$8,900
	f. Perform property research and develop ownership map of the force main route	0	30	0	96	192	0	0	60	378	\$30,840
	g. Develop a plan and natural grade profile of the force main	0	0	0	0	252	0	0	0	252	\$17,640
	h. Develop a hydraulic grade line (HGL) of the force main based upon pump station capacities and superimpose this information onto the natural grade profile	40	42	200	0	0	0	0	0	282	\$37,500
	i. Identify areas of gravity flow within the force main	40	42	200	0	0	0	0	0	282	\$37,500
	j. Evaluate soil conditions inherent to any existing metallic pipe force main route	0	44	0	0	0	72	0	0	116	\$12,000
	k. Perform a direct inspection of the force main. This may be accomplished by coupon testing or other non-destructive testing methods	60	84	304	0	0	0	0	0	448	\$59,880
3.2	Comparison evaluation of the capacity of each force main to the peak wet-weather flow rate(s) in the gravity sewer line(s) tributary to the force main for the three (3) rainfall events described in Task 1.5	64	68	160	0	0	0	0	0	290	\$40,620
3.3	Perform an operational assessment of each force main including the following:										
	a. Normal operating pressure	0	28	42	0	0	0	0	0	70	\$9,240
	b. Maximum anticipated pressures resulting from:										
	(1) Pump shut-down or failure	14	26	52	0	0	0	0	0	92	\$12,660
	(2) Valve failure	14	26	42	0	0	0	0	0	82	\$11,460
	c. Past maintenance records	14	28	84	0	0	0	0	0	126	\$16,800
	d. Visual inspection of the ground surface over the entire length of the force main	14	30	52	0	0	0	0	0	96	\$13,260
3.4	Develop a detailed summary of the condition of each force main, the method(s) used to determine that condition, and the relative risks and consequences of a force main failure	78	84	160	0	0	0	0	120	442	\$52,440
Total Hours		390	632	1456	244	444	152	764	180	4262	
Total Cost - Task 3		\$70,200	\$94,800	\$174,720	\$24,400	\$31,080	\$11,400	\$133,700	\$9,900		\$550,200

(4) This condition assessment will exclude seven (7) force mains that either have been recently assessed or replaced. The assessment of these seven (7) force mains will be conducted with the City's continuing maintenance program (CMOM) as identified in Appendix B of the Consent Decree.

Summary

Wastewater Pump Station/Force Main Evaluations, FSUD 15-19-ED1

Task 4 - Remedial Measures ⁽⁵⁾		Engr VII \$180	Engr V \$150	Engr III \$120	Dsgnr II \$100	Tech II \$70	Field Tech II \$75	GPS Survey \$175	Admin. Asst. II \$55	Total Hours	Total Cost
Billing Rate (Effective thru 07/30/16)											
4.1	Prepare a detailed description of all capacity remedial measures, condition remedial measures, and operational improvements required at each pump station. Such remedial measures shall include:										
	a. Increased pumping capacity	78	70	164	0	0	0	0	48	360	\$46,860
	b. Altering pump station configuration	77	69	154	0	332	0	0	48	680	\$68,570
	c. Maintaining adequate supplies of critical equipment or parts	80	74	150	0	0	0	0	44	348	\$45,920
	d. Improvements in maintenance practices	82	74	150	0	0	0	0	44	350	\$46,280
	e. Providing additional alternative power and lightning strike protection	0	75	138	0	0	0	0	34	247	\$29,680
4.2	In coordination with City staff, develop a schedule and narrative for completing the remedial measures or in implementing any identified operational improvements taking into consideration the City's funding availability based on timing of Bond issuances	81	76	144	0	0	0	0	34	335	\$45,130
Total Hours		398	438	900	0	332	0	0	252	2320	
Total Cost - Task 4		\$71,640	\$65,700	\$108,000	\$0	\$23,240	\$0	\$0	\$13,860		\$282,440

(5) All remedial measures necessary to ensure compliance with the Consent Decree must comply with the Water Environment Federation (WEF) Manual of Practice FD-4 (1993), "Design of Wastewater and Storm Water Pumping Stations".

Summary

Wastewater Pump Station/Force Main Evaluations, FSUD 15-19-ED1

Task 5 - Pump Station and Force Main Evaluation Report and Remedial Measures Plan		Engr VII \$180	Engr V \$150	Engr III \$120	Dsgnr II \$100	Tech II \$70	Field Tech II \$75	GPS Survey \$175	Admin. Asst. II \$55	Total Hours	Total Cost
Billing Rate (Effective thru 07/30/16)											
5.1	Prepare monthly reports, documenting progress to date and planned activities for the coming month, and deliver to the City	40	40	120		48			80	328	\$35,360
5.2	Prepare interim report detailing progress toward completing the evaluations, and deliver to the City by mid-December 2015	24	40	80		24			24	192	\$22,920
5.3	Prepare interim report detailing progress toward completing the evaluations, and deliver to the City by mid-December 2015	24	40	80		24			24	192	\$22,920
5.4	Prepare final pump station and force main evaluation report and remedial measures plan for submission by the City to the EPA and the ADEQ by November 1, 2017. The report shall provide the following to document the various pump station/force main evaluations, maintenance activities, and remedial measures undertaken and/or planned by the City and as detailed in Article Three of the Consent Decree: a. Narrative b. Analysis c. Calculations d. Exhibits e. Other supporting information	160	40	160		40			80	480	\$61,200
5.5	If the pump station and force main evaluation report and/or remedial measures plan is disapproved in whole or in part by the EPA, coordinate with the City to correct all identified deficiencies and resubmit to the EPA and the ADEQ for approval	80	40	40		24			40	224	\$29,080
Total Hours		328	200	480	0	160	0	0	248	1416	
Total Cost - Task 5		\$59,040	\$30,000	\$57,600	\$0	\$11,200	\$0	\$0	\$13,640		\$171,480

Summary

ENGINEERING SERVICES SUMMARY

Wastewater Pump Station/Force Main Evaluations, FSUD 15-19-ED1

	Engr VII \$180	Engr V \$150	Engr III \$120	Dsgnr II \$100	Tech II \$70	Field Tech II \$75	GPS Survey \$175	Admin. Asst. II \$55	Total Hours	Total Cost
Billing Rate (Effective thru 07/30/16)										
Total Hours	364	460	761	0	152	0	0	176	1913	
Total Cost - Task 1, Pump Station/Force Main Technical Data	\$65,520	\$69,000	\$91,320	\$0	\$10,640	\$0	\$0	\$9,680		\$246,160
Total Hours	394	362	676	0	0	0	64	0	1496	
Total Cost - Task 2, Pump Station Evaluation	\$70,920	\$54,300	\$81,120	\$0	\$0	\$0	\$11,200	\$0		\$217,540
Total Hours	390	632	1456	244	444	152	764	180	4262	
Total Cost - Task 3, Force Main Evaluation	\$70,200	\$94,800	\$174,720	\$24,400	\$31,080	\$11,400	\$133,700	\$9,900		\$550,200
Total Hours	398	438	900	0	332	0	0	252	2320	
Total Cost - Task 4, Remedial Measures	\$71,640	\$65,700	\$108,000	\$0	\$23,240	\$0	\$0	\$13,860		\$282,440
Total Hours	328	200	480	0	160	0	0	248	1416	
Total Cost - Task 5, Pump Station and Force Main Evaluation Report and Remedial Measures Plan	\$59,040	\$30,000	\$57,600	\$0	\$11,200	\$0	\$0	\$13,640		\$171,480
Total Hours	1874	2092	4273	244	1088	152	828	856	11407	
Total Cost - Tasks 1-5	\$337,320	\$313,800	\$512,760	\$24,400	\$76,160	\$11,400	\$144,900	\$47,080		\$1,467,820

REIMBURSABLE EXPENSES

Wastewater Pump Station/Force Main Evaluations, FSUD 15-19-ED1

Item	Description	Total
1.	Reproduction & Printing Photocopies and plan sheets for Report	\$7,800
2.	Subconsultants RJN Group, Inc.	\$149,000
	Broadband Electromagnetic (BEM) Force Main Inspection	\$76,400
	CUES Solid FX Lidar Force Main Inspection	\$42,600
	McBrayer Engineering, Inc.	\$140,000
	Utility Contractor	\$110,000
	Abstract Company (360 TRACTS at \$50/TRACT)	\$18,000
	ARKUPS (400 HOURS at \$78 PER HOUR)	\$31,200
	Soils Testing	\$5,000
	Sub-Total	\$580,000
	Reimbursement Markup at: 7% (Per Contract)	\$40,600
	Total Estimated Reimbursables	\$620,600

TOTAL ENGINEERING FEE & REIMBURSABLE EXPENSES

\$2,088,420

identified in the SSA completed December 31, 2015, and reported in the Remedial Measure Plan submitted on March 31, 2017, shall be remediated no later than December 31, 2019). City shall address the remediation of defects discovered in Private Service Lines through SSA efforts or as otherwise become known to the City in each Calendar Year in accordance with Paragraph 54. The Annual Report for each Calendar Year shall enumerate all Remedial Measures completed and the status of Private Service Line defect remediation efforts in that Calendar Year. In determining the condition Remedial Measures, City shall:

- a. Determine the condition score of all Pipe Segments in the study area for the SSA in question, using the NASSCO condition rating systems (as set forth in **Appendix A**), and shall provide this condition score information in tabular format to EPA and ADEQ; and
- b. Determine the specific Remedial Measures required for each Pipe Segment and manhole identified under Subparagraph 18.a. above through application of the remediation decision process presented in **Appendix D**.

D. Article Three: Pump Station/Force Main Evaluation Report

19. City shall complete evaluations of all Pump Stations in the WCTS as described in **Appendix B** of this Consent Decree, and shall submit to EPA and ADEQ a report of its findings in accordance with Paragraph 22 and in accordance with Section XI (“Certification, Approval and Seal by Professional Engineer”). City shall document its progress toward completing these evaluations in the Annual Reports for 2015, 2016, and 2017 as required in Section X (“Reporting”) of this Consent Decree. The purpose of these evaluations shall be to determine the

suitability, overall performance and condition of each Pump Station, and to identify Remedial Measures required at each Pump Station to achieve the Objectives of this Consent Decree as stated in Section II.

20. City shall conduct evaluations of all Force Mains in the WCTS as described in **Appendix B** of this Consent Decree and submit a report of its findings in accordance with Paragraph 22.

City shall document its progress each Calendar Year toward completing these evaluations in the Annual Report for 2015, 2016, and 2017 as described under Section X (“Reporting”) of this Consent Decree. The purpose of these evaluations shall be to determine the suitability, overall performance and condition of each Force Main, and to identify Remedial Measures required for that Force Main directed to achieve the Objectives of this Consent Decree as stated in Section II.

21. City shall provide dedicated alternative power supplies at all Pump Stations within the WCTS in accordance with the schedule included in **Appendix B**, and no later than December 31, 2018. City shall provide documentation regarding the completion of installation of alternative power supplies at all Pump Stations to EPA and ADEQ in accordance with Section XX (“Notices”) with or before the Annual Report due on March 31, 2019.

22. City shall prepare and submit a Pump Station and Force Main Evaluation Report (“PS/FM Report”) to EPA and ADEQ in accordance with Section XX (“Notices”) with or before the Annual Report due on March 31, 2018, presenting its Pump Station evaluation efforts conducted under Paragraph 19 of this Article and its Force Main evaluation efforts conducted under Paragraph 20 of this Article. The Pump Station and Force Main evaluations presented in the PS/FM Report shall be subject to the review and comment requirements presented in Section

IX (“Deliverables and Review Process”) and the reporting requirements presented in Section X (“Reporting”) of this Consent Decree. The Pump Station and Force Main Remedial Measures presented in the PS/FM Report shall be subject to the review and approval requirements presented in Section IX (“Deliverables and Review Process”) and the reporting requirements presented in Section X (“Reporting”) of this Consent Decree. The PS/FM Report shall provide narratives, analyses, calculations, exhibits, and other supporting information as required to document the various Pump-Station/Force-Main evaluations, maintenance activities, and Remedial Measures undertaken and/or planned by City to achieve the Objectives of this Consent Decree as stated in Section II and shall include, but not be limited to:

- a. A detailed description of each Pump Station, including station structure, pumping equipment, controls, Supervisory Control And Data Acquisition (“SCADA”) system, primary power supply, dry-weather Critical Response Time, wet-weather Critical Response Time, and then present alternative power supply or emergency pumping capability;
- b. The firm pumping capacity of each Pump Station with the largest pump out of service determined by field measurement, as compared to the peak wet-weather flow rate(s) in the Gravity Sewer Line(s) tributary to that Pump Station generated by the analysis rainfalls presented in Section V, Article Four (“Capacity Assessment and Hydraulic Modeling”) and as compared to the hydraulic capacity of the Force Main to which the Pump Station discharges;
- c. The results of the evaluation of each Pump Station;

- d. The lightning strike protection equipment at each Pump Station;
- e. All measures necessary to ensure compliance with the Water Environment Federation (“WEF”) Manual of Practice FD-4 (1993), “Design of Wastewater and Storm Water Pumping Stations,” including, but not limited to: increasing pumping capacity, altering Station configuration, maintaining adequate supplies of critical equipment or parts, improvements in maintenance practices, and/or providing additional alternative power and lightning strike-protection measures to minimize SSOs caused by Pump Station equipment failures and/or Pump Station outages due to loss of power;
- f. Detailed descriptions of the capacity Remedial Measures, condition Remedial Measures, and/or operational improvements required at each Pump Station to achieve the Objectives of this Consent Decree as stated in Section II, and City’s schedule for completing these Remedial Measures and/or operational improvements at each Pump Station;
- g. An inventory listing each Force Main, and its construction material, age (or installation date), diameter, length, typical flow rates/velocities, and maintenance history of each Force Main;
- h. A detailed summary of the condition of each Force Main, the method(s) used to determine that condition, and the relative risks and consequences of a failure of that Force Main; and
- i. Detailed descriptions of the capacity Remedial Measures, condition Remedial Measures, and/or operational improvements required for each Force Main to achieve

the Objectives of this Consent Decree as stated in Section II and City's schedule for completing these Remedial Measures and/or operational improvements for each Force Main.

23. Pump Station and Force Main improvements and Remedial Measures identified in the PS/FM Report shall be completed in accordance with the schedule set forth in **Appendix B**. The City shall complete Group 1 Pump Station and Force Main improvements and Remedial Measures no later than December 31, 2021. The City shall complete Group 2 Pump Station and Force Main improvements and Remedial Measures no later than twelve (12) years from the Date of Lodging.

E. Article Four: Capacity Assessment and Hydraulic Modeling

24. City has designed and constructed some WCTS improvement projects to address wet-weather SSOs. City has identified additional capacity Remedial Measures projects based upon previously evaluated portions of the WCTS that are listed in **Appendix E1** ("Previously Identified Capacity-Related Remedial Measures Projects Already Budgeted") and **Appendix E2** ("Other Previously Identified Capacity-Related Remedial Measures Projects"). In an effort to further reduce I&I, convey flows to the WWTPs, and eliminate SSOs, City shall continue to carry out capacity assessments and other engineering analyses of the WCTS.

25. City shall update the hydraulic model of its WCTS no later than one (1) year from the Date of Lodging, to reflect ongoing Capacity Assessments, SSA activities and Remedial Measures implementation including, but not limited to, designed or completed capacity improvements within the Sunnymede Basin, the Zero Street Basin, and the Mill Creek Basin.

APPENDIX B

Pump Station / Force Main Evaluations

Pump Stations

The City has designed and constructed improvements to replace five (5) of the seven (7) major Pump Stations serving the WCTS. Of these major Pump Stations, the City has completed construction of Pump Station 1 (P Street), Pump Station 3 (Massard), and Pump Station 4 (Sunnymede), and is currently constructing Pump Station 2 (Mill Creek) and Pump Station 13 (Zero Street). The City has scheduled design and construction of improvements to Pump Station 5 (Walnut) and Pump Station 6 (Riverfront) as listed in Appendix E2 of this Consent Decree.

In addition, the City replaced Pump Station 19 (Candlestick) in 2001 and completed replacement of the Force Main serving Pump Station 19 in 2014. The City eliminated Pump Station 7 and Pump Station 14 with the construction of Pump Station 10 (Plum) in 2012. The City is currently designing new Pump Stations to replace Pump Station 15 (Hunter's Point), Pump Station 17 (Edgewater) and Pump Station 23 (104th Street), providing for the elimination of Pump Station 16 (Dallas) by constructing a Gravity Sewer Line to divert the flow to Pump Station 16 to Pump Station 23 (104th Street). The City is currently evaluating the condition of Pump Station 8 (Riverlyn) and has scheduled the design of the replacement for Pump Station 8 in 2015. Pump Station 26 (South Field) and the Gravity Sewer Lines which it serves were constructed in 2004. Pump Station 27 (North Pointe) and the Gravity Sewer Lines it serves were constructed in 2007.

For these fifteen (15) Pump Stations within the WCTS ("Group One"), that have been reconstructed, undergoing major reconstruction, scheduled for construction, or constructed since 2001, the City shall complete an evaluation report and may use information and documentation from engineering reports, contract documents, contract specifications, contract submittals and operations and maintenance manuals and other such existing information for a basis for the Pump Station evaluation and analysis.

For the remaining seven (7) Pump Stations within the WCTS ("Group Two"), the City shall complete an evaluation report to determine what repairs or rehabilitation, if any, or if operational and maintenance changes, if any, may be warranted. The evaluation process will develop information and consider a variety of factors to determine condition, capacity, and/or operating performance. Not all considerations are applicable to each pump station, nor does each consideration apply to each Pump Station in the same manner, since each Pump Station is unique. Thus, the improvements selected for each Pump Station will vary. The evaluation of all twenty-two (22) Pump Stations shall include the following:

- a. Determination of the actual firm capacities of each Pump Station by field measurement;
- b. The adequacy of each Pump Station's firm capacity using the criteria of Paragraph 45 d., i, ii and iii of this Consent Decree; and
- c. The ability of maintenance personnel to take corrective actions within the critical response time calculated for each Pump Station.

Force Mains

The City conducted an evaluation of the Force Main from Pump Station 2 (Mill Creek) as documented in a Technical Memorandum dated August 2012. The City shall conduct an evaluation of the remaining Force Mains within its WCTS based upon direct inspection of the Force Main where possible, or if direct inspection is not practical, with such assessment deduced from the condition and performance of Force Mains or water mains constructed of similar pipe materials within the immediate proximity of the route of the Force Main. The Force Main evaluation shall, to the extent practicable, include an assessment of the Force Main's normal operating pressure, maximum anticipated pressures which could occur due to pump shut-down or failure, valve failure, together with past maintenance records and visually inspecting the ground surface over the entire length of the Force Main.

The City shall prepare an inventory listing each Force Main in the WCTS indicating the pipe material(s), age or installation date, diameter, length, special corrosion protection measures, if any, and typical flow rates and operating pressures. The inventory shall include any redundant or stand-by Force Main(s) and indicate the capacity of the redundant Force Main as a percentage of the Pump Station's discharge and the typical operating mode (i.e., emergency standby, wet weather standby, or other mode).

WCTS Pump Station Listing

Project order and completion dates listed in the following WCTS Pump Station Listing, Group One, are estimates only and may change following the time intervals provided by Paragraphs 19, 20, 22 and 24 of the Consent Decree.

WCTS Pump Station Listing								WCTS Force Main Listing	
Station Identifier		Station Age			Station Standby Power			Force Main Evaluation	
Number	Name	Original	Status/Schedule	New (1)	Status	Type	Date (2)	Last	Schedule (3)
Group One									
One	"P" Street	1966	Replaced	2012	Present	Dual Circuit	2012	2012	CMOM
Two	Mill Creek	1966	Construction phase	2017	Absent	On-site generator	2017	2012	CMOM
Three	Massard	1966	Replaced	2003	Absent	Dual Circuit	2018	2003	CMOM
Four	Sunnymede	1966	Replaced	2011	Present	Dual Circuit	2011	1966	March 31, 2018
Five	Walnut	1966	Replacement scheduled	2020	Present	On-site generator	2013	1966	March 31, 2018
Six	Riverfront	1966	Replacement scheduled	2021	Present	On-site generator	2013	1966	March 31, 2018
Eight	Riverlyn	1968	Replacement scheduled	2017	Present	On-site generator	2013	1990	March 31, 2018
Ten	Plum	2012	Constructed	2012	Present	On-site generator	2012	2012	CMOM
Thirteen	Zero Street	1975	Construction phase	2015	Absent	On-site generator	2015	1975	March 31, 2018
Fifteen	Hunters Point	1973	Final design phase	2016	Absent	On-site generator	2016	1973	March 31, 2018
Sixteen	Dallas	1973	To be decommissioned	N/A	N/A	Portable	N/A	N/A	N/A
Seventeen	Edgewater	1973	Final design phase	2016	Absent	On-site generator	2016	1973	March 31, 2018
Nineteen	Candlestick	1974	Replaced	2001	Present	On-site generator	2013	2014	CMOM
Twenty-three	104th Street	1980	Final design phase	2016	Absent	On-site generator	2016	1980	March 31, 2018
Twenty-six	South Field	2004	Constructed	2004	Present	On-site generator	2013	2004	CMOM
Twenty-seven	North Pointe	2007	Constructed	2007	Present	On-site generator	2007	2007	CMOM
Group Two									
			Evaluation Report	Date (4)					Evaluation Report
Nine	South "I" & 4th	1969	March 31, 2018	2026	Present	On-site generator	2013	1969	March 31, 2018
Eighteen	Ball Road	1973	March 31, 2018	2026	Present	On-site generator	2013	1973	March 31, 2018
Twenty	Fort Smith Park	1975	March 31, 2018	2026	Present	On-site generator	1975	1968	March 31, 2018
Twenty-one	Riverbend	1975	March 31, 2018	2026	Present	On-site generator	2013	1975	March 31, 2018
Twenty-two	Riley Farms	1998	March 31, 2018	2026	Present	On-site generator	2013	1998	March 31, 2018
Twenty-four	Canterbury	1979	March 31, 2018	2026	Present	On-site generator	2013	1979	March 31, 2018
Twenty-five	Lakeview Point	1986	March 31, 2018	2026	Present	On-site generator	2013	1986	March 31, 2018

Notes:

- (1) Year indicates time of completed pump station replacement or scheduled completion of replacement.
- (2) Year indicates the time standby power was provided or when standby power will be operational.
- (3) CMOM indicates assessment to be conducted with continuing maintenance program.
- (4) Year indicates time of completion of Group 2 pump station and force main improvements and remedial measures.

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 THE EXECUTION OF A MUTUAL AID POLICE PROTECTION AGREEMENT BETWEEN THE CITY OF FORT SMITH, ARKANSAS AND THE CITY OF BENTONVILLE, ARKANSAS

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

Section 1: The Mutual Aid Police Protection Agreement between the City of Fort Smith Police Department, and the City of Bentonville Police Department, which shall be substantially in the form attached hereto, is hereby approved and provides for the terms, conditions, and mutual understandings for provision of law enforcement services between the two parties in their respective jurisdictions.

Section 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute this Mutual Aid Police Protection Agreement to which the City of Fort Smith is a party.

THIS RESOLUTION ADOPTED this _____ day of _____ 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



No Publication Required

Mutual Aid Police Protection Agreement

This Agreement, by and between the City of Fort Smith, Arkansas, and the City of Bentonville, Arkansas, in accordance with A.C.A. § 16-81-106 et seq., to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property. It is agreed that:

I. Introduction

- A. The City of Fort Smith and the City of Bentonville recognize and acknowledge that, at times, emergency or other situations arise that require additional manpower and resources beyond which the respective law enforcement agency for each City can provide. It is during such times that it may be prudent and necessary to request additional manpower or assistance from other law enforcement agencies.

II. Requests for the Fort Smith Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the City of Fort Smith will provide assistance to the City of Bentonville according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Bentonville Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Fort Smith Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Fort Smith that would necessitate such action, the City of Fort Smith reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the City Administrator of Fort Smith or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Fort Smith; additionally, the City of Fort Smith reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the City Administrator of Fort Smith or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Fort Smith.

- C. The City of Bentonville must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Fort Smith.

III. Supervision and Control of Officers on Loan to the City of Bentonville

- A. Officers from the Fort Smith Police Department that are temporarily assigned to the Bentonville Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Bentonville Police Department officers. They will possess the same powers, rights and immunities as Bentonville Police Department officers.
- B. Personnel and administrative control, including compensation of Fort Smith officers, will be retained by the City of Fort Smith and the Fort Smith Police Department. Fort Smith police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Fort Smith Police Department.

IV. Requests by the Fort Smith Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the City of Bentonville will provide assistance to the City of Fort Smith according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Fort Smith Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Bentonville Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Bentonville that would necessitate such action, the City of Bentonville reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Bentonville or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville; additionally, the City of Bentonville reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Bentonville or of its Chief of Police, that to do otherwise would

jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville.

- C. The City of Fort Smith must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Bentonville.

V. Supervision and Control of Officers on Loan to the City of Fort Smith

- A. Officers from the Bentonville Police Department that are temporarily assigned to the Fort Smith Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Fort Smith Police Department officers. They will possess the same powers, rights and immunities as Fort Smith Police Department officers.
- B. Personnel and administrative control, including compensation of Bentonville Police Department officers, will be retained by the City of Bentonville and the Bentonville Police Department. Bentonville police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Bentonville Police Department.

VI. Mutual Aid Police Protection Agreement

- A. Pursuant to Act 846 of 1989, codified at A.C.A. § 16-81-106 et. seq., the City of Fort Smith and the City of Bentonville, having each created police departments and having employed police officers of these respective municipalities that are sworn to enforce the laws of this state and their individual jurisdictions, do hereby enter into this MUTUAL AID POLICE PROTECTION AGREEMENT as allowed by Act 846 and their individual municipal policies. This Mutual Aid Police Protection Agreement shall be construed to grant to Bentonville Police Department officers and Fort Smith Police Department officers the statewide arrest powers authorized by A.C.A. § 16-81-106(c)(3) while working pursuant to this Agreement within the jurisdiction of the requesting city.
- B. In the event of claims for injury or other loss said to be the result of acts or omissions by an officer, or officers, providing assistance pursuant to this Mutual Aid Police Protection Agreement, the agency and municipality providing such assistance shall provide a legal defense for and shall hold harmless the receiving agency, its officer(s), and municipality from and against all such claims. Both cities assert any and all the immunities provided to them and/or their officers under Arkansas or Federal Law and neither waives it as a consequence of the

above language. This hold harmless agreement is subject to the limitations of Arkansas law and such agreement is not intended to inure to the benefit of any third party nor should it be interpreted as a basis for municipal liability for which the municipality is otherwise immune under Arkansas law.

- C. This MUTUAL AID POLICE PROTECTION AGREEMENT may be reviewed annually. Should any paragraph or part of this MUTUAL AID POLICE PROTECTION AGREEMENT be found unconstitutional or unlawful, the remainder shall remain in full force and effect.
- D. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or both parties.
- E. Either party may terminate this agreement upon ten (10) days' notice in writing to the other municipality through the Chief of each respective Police Department.

Witness our hands:

City of Fort Smith
Fort Smith, Arkansas

Date

City of Bentonville
Bentonville, Arkansas

Date



Fort Smith Police Department

Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Jeff Dingman, Acting City Administrator

From: Kevin Lindsey, Chief of Police

Subject: A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID POLICE PROTECTION AGREEMENT BETWEEN THE CITY OF FORT SMITH, ARKANSAS AND THE CITY OF BENTONVILLE, ARKANSAS

Date: August 31, 2015

In keeping with the Fort Smith Police Department's tradition of maintaining an excellent working relationship with local agencies, the Department would like to execute a Mutual Aid Police Protection Agreement (MAPPA) with the City of Bentonville Police Department. This agreement would specify that the Fort Smith Police Department is authorized to enforce applicable laws and regulations within the jurisdiction of the City of Bentonville, Arkansas.

Furthermore, the Agreement would authorize the Bentonville Police Department to cooperate with any State or political subdivision in the enforcement of the laws or ordinances of the State of Arkansas or City of Fort Smith.

This agreement serves to direct the involved parties to assist each other in the notification of any such enforcement of applicable laws and regulations. These types of agreements foster good working relationships within law enforcement agencies. I recommend approval and execution of the Agreement.

Please contact me if you have questions or need additional information.

RESOLUTION _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID POLICE PROTECTION AGREEMENT BETWEEN THE CITY OF FORT SMITH, ARKANSAS AND THE CITY OF ROGERS, ARKANSAS

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

Section 1: The Mutual Aid Police Protection Agreement between the City of Fort Smith Police Department and the City of Rogers Police Department, which shall be substantially in the form attached hereto, is hereby approved and provides for the terms, conditions, and mutual understandings for provision of law enforcement services between the two parties in their respective jurisdictions.

Section 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute this Mutual Aid Police Protection Agreement to which the City of Fort Smith is a party.

THIS RESOLUTION ADOPTED this _____ day of _____ 2015.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



No Publication Required

Mutual Aid Police Protection Agreement

This Agreement, by and between the City of Fort Smith, Arkansas, and the City of Rogers, Arkansas, in accordance with A.C.A. § 16-81-106 et seq., to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property. It is agreed that:

I. Introduction

- A. The City of Fort Smith and the City of Rogers recognize and acknowledge that, at times, emergency situations arise that require additional manpower and resources beyond which the respective law enforcement agency for each City can provide. It is during such times that it may be prudent and necessary to request additional manpower or assistance from other law enforcement agencies.

II. Requests for the Fort Smith Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and/or training, the City of Fort Smith will provide assistance to the City of Rogers according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Rogers Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Fort Smith Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Fort Smith that would necessitate such action, the City of Fort Smith reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the City Administrator of Fort Smith or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Fort Smith; additionally, the City of Fort Smith reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the City Administrator of Fort Smith or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Fort Smith.
- C. The City of Rogers must sign or have previously signed a Mutual Aid

Police Protection Agreement with the City of Fort Smith.

III. Supervision and Control of Officers on Loan to the City of Rogers

- A. Officers from the Fort Smith Police Department that are temporarily assigned to the Rogers Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Rogers Police Department officers. They will possess the same powers, rights and immunities as Rogers Police Department officers.
- B. Personnel and administrative control, including compensation of Fort Smith officers, will be retained by the City of Fort Smith and the Fort Smith Police Department. Fort Smith police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of their duties with the Fort Smith Police Department.

IV. Requests by the Fort Smith Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and/or training, the City of Rogers will provide assistance to the City of Fort Smith according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Fort Smith Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Rogers Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Rogers that would necessitate such action, the City of Rogers reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Rogers or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Rogers; additionally, the City of Rogers reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Rogers or of its Chief of Police, that to do otherwise would jeopardize municipal property

or would endanger the lives or property of the citizens of the City of Rogers.

- C. The City of Fort Smith must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Rogers.

V. Supervision and Control of Officers on Loan to the City of Fort Smith

- A. Officers from the Rogers Police Department that are temporarily assigned to the Fort Smith Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Fort Smith Police Department officers. They will possess the same powers, rights and immunities as Fort Smith Police Department officers.
- B. Personnel and administrative control, including compensation of Rogers Police Department officers, will be retained by the City of Rogers and the Rogers Police Department. Rogers police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Rogers Police Department.

VI. Mutual Aid Police Protection Agreement

- A. Pursuant to Act 846 of 1989, codified at A.C.A. § 16-81-106 et. seq., the City of Fort Smith and the City of Rogers, having each created police departments and having employed police officers of these respective municipalities that are sworn to enforce the laws of this state and their individual jurisdictions, do hereby enter into this MUTUAL AID POLICE PROTECTION AGREEMENT as allowed by Act 846 and their individual municipal policies. This Mutual Aid Police Protection Agreement shall be construed to grant to Rogers Police Department officers and Fort Smith Police Department officers the statewide arrest powers authorized by A.C.A. § 16-81-106(c)(3) while working pursuant to this Agreement within the jurisdiction of the requesting city.
- B. In the event of claims for injury or other loss said to be the result of acts or omissions by an officer, or officers, providing assistance pursuant to this Mutual Aid Police Protection Agreement, the agency and municipality providing such assistance shall provide a legal defense for and shall hold harmless the receiving agency, its officer(s), and municipality from and against all such claims. Both cities assert any and all of the immunities provided to them and/or their officers under Arkansas or Federal Law and neither waives it as a consequence of the above

language. This hold harmless clause is subject to the limitations of Arkansas law and such agreement is not intended to inure to the benefit of any third party nor should it be interpreted as a basis for municipal liability for which the municipality is otherwise immune under Arkansas law. Specifically, nothing in this agreement shall be construed or interpreted to waive any of the rights or immunities afforded either municipality under A.C.A. 21-9-301.

- C. This MUTUAL AID POLICE PROTECTION AGREEMENT may be reviewed annually. Should any paragraph or part of this MUTUAL AID POLICE PROTECTION AGREEMENT be found unconstitutional or unlawful, the remainder shall remain in full force and effect.
- D. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or both parties.
- E. Either party may terminate this agreement upon ten (10) days' notice in writing to the other municipality through the Chief of each respective Police Department.

Witness our hands:

Mayor, City of Fort Smith
Fort Smith, Arkansas

Mayor, City of Rogers
Rogers, Arkansas

Date

Date

Police Chief, City of Fort Smith
Arkansas

Police Chief, City of Rogers
Arkansas

Date

Date



Fort Smith Police Department
Kevin Lindsey, Chief of Police

INTERDEPARTMENTAL MEMORANDUM

To: Jeff Dingman, Acting City Administrator

From: Kevin Lindsey, Chief of Police

Subject: A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID POLICE PROTECTION AGREEMENT BETWEEN THE CITY OF FORT SMITH, ARKANSAS AND THE CITY OF ROGERS, ARKANSAS

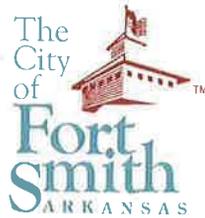
Date: August 31, 2015

In keeping with the Fort Smith Police Department's tradition of maintaining an excellent working relationship with local agencies, the Department would like to execute a Mutual Aid Police Protection Agreement (MAPPA) with the City of Rogers Police Department. This agreement would specify that the Fort Smith Police Department is authorized to enforce applicable laws and regulations within the jurisdiction of the City of Rogers, Arkansas.

Furthermore, the Agreement would authorize the Rogers Police Department to cooperate with any State or political subdivision in the enforcement of the laws or ordinances of the State of Arkansas or City of Fort Smith.

This agreement serves to direct the involved parties to assist each other in the notification of any such enforcement of applicable laws and regulations. These types of agreements foster good working relationships within law enforcement agencies. I recommend approval and execution of the Agreement.

Please contact me if you have questions or need additional information.



MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: September 9th, 2015

SUBJECT: Fire Code Board of Appeals and Adjustments

The terms of Mr. Karl Sutherland, Mr. James Reddick, and Mr. Leo Patterson of the Fire Code Board of Appeals and Adjustments will expire September 30th, 2015. Mr. Sutherland and Mr. Reddick wishes to be reappointed and Mr. Patterson does not at this time.

There are no other applicants available for this board.

Appointments are **by the Board of Directors**, three appointments are needed. The terms will expire September 30th, 2019.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

Printed on 100% Recycled Paper

Fire Code Board of Appeals and Adjustments

The Fire Code Board of Appeals and Adjustments hears appeals of fire codes. The appeals shall be made in writing to the Fire Chief, who will forward them to the chairman. The chairman will notify board members and set up an appeals hearing. Every decision the Board makes shall be final, in writing, and indicate the vote.

The Board is composed of five members appointed by the Board of Directors. After initial staggered terms, the Board members will serve four-year terms. The Fire Chief is an ex-officio member and acts as secretary (he has no vote). The Board meets on call at Fire Station 1.

	<u>Date Appointed</u>	<u>Term Expires</u>
Karl Lee Sutherland 2700 South 87 Dr (03) 452-0084 (h) 788-6461 (w) 459-1702 (c) lsutherland@goodyear.com	10/19/99	10/30/15
James M. Reddick 602 Garrison Avenue Suite 800 (01) 782-4085 (w) jreddick@guestreddick.com	10/20/87	10/30/15
C. Leo Patterson Retired 4300 South 89 Street (03) 883-9923 (h) caliban@cox.net	10/18/11	10/30/15
Mike Schluterman 2411 South Waldron Rd (04) 452-8539 (h) 484-7211 (w) cpamike@sbcglobal.net	11/19/96	10/30/17

Gene Nelson
Nelson Insurance Agency
P O Box 2270 (02)
782-8718
782-3861 (f)
gene@nelsonins.com

10/01/85

10/30/18

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: August 24, 2015
 Name: James M. Reddick Home Telephone: 479.782.6890
 Home Address: 2018 So. N St. Work Telephone: 479.782.4085
 Zip: 72901 Email: jreddick@questreddick.com
 Occupation: Architect
 (If retired, please indicate former occupation or profession)
 Education: Bachelor of Architecture
 Professional and/or Community Activities: ATA / NCARB / Rotary /
Salvation Army / Museum of the Hardwood Tree
 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 consid
 Drivers License (020185) Date of Birth (02/20/80)
 information will t _____ (background check of all applicants).

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

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

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
 wmathis@fortsmithar.gov