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
October 20, 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 OCTOBER 6, 2015 REGULAR MEETING

ITEMS OF BUSINESS:

1. Ordinance to amend Chapter 25, Article II of the Fort Smith Municipal Code to amend billing utilities procedures *~ Pennartz/Lau placed on agenda at the September 8, 2015 study session / First reading at the October 6, 2015 regular meeting / **SECOND READING** ~*

2. Resolution approving and authorizing implementation of the Five-Year (2016-2020) Sales Tax Program for street, bridges and related drainage improvements *~ Pennartz/Hutchings placed on the agenda at the October 13, 2015 study session ~*

3. Ordinance amending Chapter 10, Article I of the Fort Smith Municipal Code to add Section 10-5, authorizing the Fort Smith Fire Department to provide firefighting machinery and equipment, with the necessary firefighters to operate it, to combat fires beyond the corporate limits of the city *~ Pennartz/Lorenz placed on agenda at the September 22, 2015 study session ~*

4. Resolution approving Amendment No. 1 to the pre-annexation agreement for the Middleton Farms Subdivision with Richard Griffin, Bradley Kidder, Bennie Westphal and Patsy Bateman

5. Consent Agenda

   A. Resolution authorizing a time extension and assessing liquidated damages for the construction of 2013 Drainage Improvements, Phase B2, Project No. 13-06-B2 *(115 days & $3,000.00 reimbursement to city / Engineering Department / Budgeted – Sales Tax Program Fund)*

   B. Resolution accepting completion of and authorizing final payment for the construction of 2013 Drainage Improvements, Phase B2, Project No. 13-06-B2 *($2,008.27 / Engineering Department / Budgeted – Sales Tax Program Fund)*

   C. Resolution to accept the bid and authorize a contract for the construction of Traffic Signal Improvements, Project No. 15-09-A *($424,152.00 / Engineering Department / Budgeted – Sales Tax Program Fund)* ♦

   D. Resolution authorizing the Mayor to execute a non-exclusive fiber-optic network franchise agreement with Lavaca Telephone Company, Inc. D/B/A Pinnacle Communications

   E. Resolution authorizing the acquisition of real property interests for the Jenny Lind Road and Ingersoll Avenue Widening, Project No. 07-01-A *($44,000.00 / Engineering Department / Budgeted – Sales Tax Program Fund)*

   F. Resolution accepting the project as complete and authorizing final payment to Hudson Excavation Inc. for construction of the Lee Creek Reservoir Buoy Line Replacement *($53,187.00 / Utility Department / Budgeted – Water & Sewer Operating Budget)*

   G. Resolution accepting the project as complete and authorizing final payment to Forsgren Inc. for construction of the Neighborhood Water System Improvement – Reduced Service Area *($88,130.70 / Utility Department / Budgeted – 2008 Revenue Bonds)*

OFFICIALS FORUM ~ presentation of information requiring no official action

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

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments: Audit Committee (3), Building Board of Adjustment and Appeals (1) and Oak Cemetery Commission (3)

ADJOURN

1

As Amended

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 25, ARTICLE II, OF THE FORT SMITH MUNICIPAL CODE TO AMEND BILLING UTILITIES PROCEDURES

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

Section 1: Sections 25-43 and 25-45 of the Fort Smith Municipal Code are amended to read as follows:

Section 25-43. When payment due.

All bills for utility services furnished by the city shall be due and payable prior to midnight of the twentieth (20th) day following the date of such bill; provided, however, that if such due date shall fall on a Sunday or a legal holiday observed by the city, then such bill shall be due and payable by midnight of the following business day.

Sec. 25-45. - Disconnection for nonpayment.

In the event bills for utility services shall not be paid when the same become due, the city shall have the right to disconnect and discontinue all utility services furnished by the city to the consumer so in arrears. Disconnection shall occur on the thirtieth (30th) day following the date of the bill; provided, however, that if such due date shall fall on a Sunday or a legal holiday observed by the city, then such disconnection shall occur on the following business day.

Section 2: This ordinance shall become effective January 1, 2016.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.

APPROVED:

_____

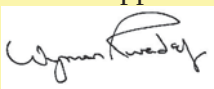
Mayor

ATTEST:

_____

City Clerk

Approved as to form:



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City Attorney

Publish 1 time

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AS AMENDED

MEMORANDUM

October 14, 2015

TO: Jeff Dingman, Acting City Administrator

FROM: Jennifer Walker, Deputy Finance Director

SUBJECT: Ordinance Amending Utility Billing Procedures – Second Reading

An ordinance amending utility billing procedures is enclosed for the Board's consideration. This amendment will adjust billing action dates and follow-up procedures in the event of non-payment for residential services. A schedule of current cycle dates and proposed dates is included in Attachment #1. An example using Cycle 1 dates is included below for reference. Note, this example reduces the collection process from 63 days to 35 days (slightly more than 30 days due to weekends). Most collection days under the proposed rule will range from 30-34 days, depending on the cycle.

Cycle 1 Example:	Current Rule	Proposed Rule
Billing statement date	Monday, October 12, 2015	Monday, October 12, 2015
Penalty Date	Friday, November 06, 2015	Monday, November 02, 2015
Statement Turnoff Date	Monday, December 07, 2015	Thursday, November 12, 2015
Actual Turnoff Date	Monday, December 14, 2015	Monday, November 16, 2015
Total Days outstanding	**63**	**35**

The attached ordinance has been amended to include an effective date of January 1, 2016 as approved by the Board of Directors at the Board Meeting on October 6, 2015.

Jennifer Walker

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING IMPLEMENTATION OF THE FIVE YEAR (2016-2020) SALES TAX PROGRAM FOR STREETS, BRIDGES AND RELATED DRAINAGE IMPROVEMENTS

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

SECTION 1: The Five Year (2016-2020) Sales Tax Program for streets, bridges and related drainage improvements as identified and specified in the attachment hereto is hereby approved.

SECTION 2: The staff is directed to proceed with implementation of the 2016 Sales Tax Program.

This Resolution adopted this _____ day of October, 2015.

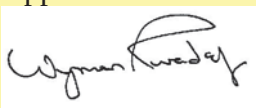
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



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NPR

MEMORANDUM

To: Jeff Dingman, Acting City Administrator

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

Subject: Five Year Capital Improvement Program (2016-2020)
Streets, Bridges and Associated Drainage Sales Tax Funds

Date: October 14, 2015

Attached is the Five Year Capital Improvement Plan for the streets, bridges and associated drainage sales tax program. This was reviewed with the Board of Directors at the October 13th study session. The proposed program was also reviewed and approved by the Streets, Bridges and Associated Drainage Capital Improvement Plan (CIP) Advisory Committee at their September 24th meeting. The funding for this program is provided by the one-cent sales tax. Federal and state grants along with private cost sharing participation are anticipated to assist in the overall program. Determination of projects is based on numerous factors including pavement ratings of streets, interdepartmental requests, economic development, citizen input and requests from the Board of Directors.

The proposed program includes a combination of neighborhood street improvements, major street projects, local and basin wide drainage improvements, and traffic signal improvements. The program totals $34.6 million for the year 2016 and $149 million for the five year period from 2016 to 2020. The five year plan supports the Board's goals of neighborhood vitality, riverfront development and creation of jobs.

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

A Resolution to approve and implement the 5-year (2016-2020) Sales Tax Program for streets, bridges and related drainage improvements is attached. I recommend that the Resolution be adopted by the Board at the next regular meeting.

Attachments

The City of Fort Smith Arkansas
Engineering Department
623 Garrison Avenue • P.O. Box 1908
Fort Smith, Arkansas 72902
Phone: 479-784-2225 • Fax: 479-784-2245

CITY OF FORT SMITH

9/18/15

Five-Year Capital Improvement Program for Streets, Bridges and Drainage (2016-2020)

		2015	2016	2017	2018	2019	2020
	Beginning Balance	28,153,502	28,854,231	20,936,441	6,834,498	2,765,596	932,404
	Current Year Revenues						
	Sales Tax	21,011,900	21,537,198	22,075,627	22,627,518	23,193,206	23,773,036
	Grants/Other Participation	525,081	5,053,630	2,165,429	0	0	0
	Interest	99,542	111,564	63,854	23,940	9,222	2,815
	Total - Current Year Revenues	21,636,523	26,702,391	24,304,911	22,651,459	23,202,428	23,775,851
	Total Funds Available	**49,790,025**	**55,556,622**	**45,241,352**	**29,485,956**	**25,968,024**	**24,708,255**
1	Street Overlays & Reconstruction	7,834,300	6,999,594	6,515,354	8,000,000	8,000,000	8,000,000
2	Neighborhood Drainage Improvements	3,918,582	6,316,670	6,500,000	2,015,000	2,000,000	2,000,000
3	Town Branch / Carnall Drainage	2,769,876	0	0	0	0	200,000
4	North B Truck Route	20,000	1,024,000	700,000	0	0	0
5	Intersection and Signal Improvements	509,921	825,000	570,000	400,000	400,000	400,000
6	Spradling Extension at Riverfront Drive	0	1,405,000	0	0	0	0
7	Kelley Highway Extension to Riverfront Drive	350,000	800,000	677,000	3,000,000	4,000,000	0
8	Jenny Lind Road - Zero to Cavanaugh	296,745	10,132,540	12,000,000	7,015,000	0	0
9	Geren Road Reconstruction	150,000	1,213,000	5,325,000	0	0	0
10	Zero Street (Hwy 255)	0	0	0	800,000	0	4,000,000
11	May Branch Drainage Project	0	300,000	800,000	1,000,000	6,000,000	5,000,000
12	Levee Certification & Repair	266,293	0	0	0	0	0
13	Streetscape - Towson Avenue	105,000	0	0	0	0	0
14	FCRA Development	1,348,077	2,053,977	1,000,000	1,000,000	1,000,000	1,000,000
15	Hwy 45 widening south of Zero	0	0	0	0	0	200,000
16	Railroad Crossing Panels	301,940	160,000	160,000	160,000	160,000	160,000
17	FSHA - Street & Drainage	0	200,000	900,000	0	0	0
18	Traffic Studies	21,016	25,000	25,000	25,000	25,000	25,000
19	Overlays/Drainage by Street Department	188,560	200,000	200,000	200,000	200,000	200,000
20	Engineering Dept. and Other Depts.	2,698,000	2,765,400	2,834,500	2,905,360	3,050,620	3,126,890
21	Contingency	157,484	200,000	200,000	200,000	200,000	200,000
	TOTAL	**20,935,794**	**34,620,181**	**38,406,854**	**26,720,360**	**25,035,620**	**24,511,890**
	Ending Balance	**28,854,231**	**20,936,441**	**6,834,498**	**2,765,596**	**932,404**	**196,365**

Grants/Other Participation

Jenny Lind Road - Zero to Cavanaugh	49,542	4,000,000	2,165,429	0	0	0
Streetscape - Towson	0	190,641	0	0	0	0
FCRA	475,539	862,989	0	0	0	0
TOTAL	**525,081**	**5,053,630**	**2,165,429**	**0**	**0**	**0**

Five Year Capital Improvement Program (2016-2020)
Streets, Bridges and Drainage Sales Tax Funds

Descriptions of Selected Projects
September 17, 2015

1. Street Overlays and Reconstruction. The proposed 2016 projects are shown on the attached list and exhibits. The total length of streets to be improved is approximately 5.2 miles. The estimated cost for the 2016 street overlays and reconstruction projects totals $6.5 million, with an estimated $1.0 mil expended in 2016 and $5.5 mil expended in 2017. The total cost shown in 2016 is $7.0 million which includes $6.0 million in remaining construction for the 2015 projects. (See pages 5-9)

2. Neighborhood Drainage Improvements. The projects identified in the 2016 drainage program include drainage improvements in thirteen areas shown on the attached list and exhibits. These projects are associated with structure flooding that occurred during the heavy rains this past spring. The total estimated cost for this work is $5.2 million, with an estimated $500,000 expended in 2016 and $4,700,000 expended in 2017. The total cost shown in 2016 is $6.3 million which includes $5.8 million in remaining work for ongoing drainage projects. (See pages 10-16)

3. Town Branch - Carnall Drainage. This project is to reduce the frequency of flooding that occurs in the downtown area and areas just north of downtown. The Town Branch area is a subbasin to the May Branch watershed. The $2.8 million for 2015 is for improving the upstream outfall beginning at the South G Street/Towson intersection and extending to the west. This outfall is restricted which is contributing to the flooding in the downstream areas. Construction is currently ongoing with completion scheduled for late this year. Future additional improvements for this area are contingent upon completion of the lower reach of the May Branch drainage project as noted in item #11. (See page 17)

4. North B Street Truck Route. This project is the modification of North B Street from 5th Street west to Riverfront Drive to accommodate two way truck traffic. This is in lieu of the current one way split that exists along this section of North A and B Streets. The project is based on the concept of closing a section of North A Street and Belle Point Place to add more green space. The project includes necessary radius improvements at North 5th and B Streets, upgrading of the railroad crossings on North B Street and reconstruction/resurfacing of the remaining sections of North A Street which are being removed from the truck route. This project is currently on hold pending a traffic study by the Western Arkansas Planning and Development District for the Garrison Avenue / Riverfront area to ensure that adequate access for various

modes of transportation (vehicular, trucks, pedestrian and bicycles) are accommodated throughout the entire downtown district. (See page 18)

5. <u>Intersection and Signal Improvements.</u> This project includes replacement of the traffic signals at the following three intersections: Wheeler Avenue & South "Y" Street, Wheeler Avenue & Zero Street, and Highway 271 & Zero Street. The total estimated cost for this work is $585,000, with an estimated $45,000 expended in 2016 and $540,000 expended in 2017. The total cost shown in 2016 is $825,000 which includes $780,000 in remaining work for ongoing traffic signal projects. (See page 19)

6. <u>Spradling Avenue Extension at Riverfront Drive.</u> This project includes the new construction of Spradling Avenue eastward from Riverfront Drive approximately 1700 feet. This street will serve the proposed sports fields on the City's 51 acre tract. Plans are complete and the street construction is being scheduled to coincide with the construction of the sports fields which are planned for completion in late 2016. (See page 20)

7. <u>Kelley Highway Extension to Riverfront Drive.</u> This project is for the reconstruction and widening of Kelley Highway to a three lane section from Midland Boulevard to Riverfront Drive. Preliminary engineering is underway with construction scheduled for 2018 and 2019. This extension of Kelley Highway will provide a direct route between I-540 and the riverfront area. (See page 20)

8. <u>Jenny Lind Road - Zero to Cavanaugh Road.</u> This project includes improvements to Jenny Lind Road between Zero and Cavanaugh Road. It also includes improvements to Ingersoll Avenue from U.S. Hwy 271 to Jenny Lind and the extension of Ingersoll Avenue from Jenny Lind to U.S. Highway 71B. Final plans have been submitted to the Arkansas Highway and Transportation Department for their approval as federal funding in the amount of $7.2 million is benefitting the project. The demolition contract to remove the structures that were acquired is complete and work for relocation of the franchise utilities is underway. The roadway construction is scheduled to advertise for construction late this year. (See page 21)

9. <u>Geren Road Reconstruction.</u> This project is for the reconstruction and widening of Geren Road between Highway 45 and 58th Street. Preliminary engineering is underway with construction scheduled for late 2016 and 2017. The project is proposed to be cost shared with Sebastian County and the City of Fort Smith. (See page 22)

10. <u>Zero Street (Hwy 255) Improvements.</u> This project is the widening and realignment of Zero Street (Hwy 255) from just west of Massard Road to its new alignment on the existing Frontier Road. The project is proposed to be cost shared with the AHTD, City of Barling, FCRA and City of Fort Smith. (See page 23)

11. <u>May Branch Drainage Project.</u> This project is to reduce flooding along May Branch from the Arkansas River to Park Avenue. It consists of constructing a drainage channel to replace the existing deteriorated and hydraulically inadequate concrete pipe. The project is currently being designed by the Corps of Engineers. The City continues to lobby for federal funding to assist with the project as the total cost is in excess of $30 million. The most downstream section of the project (from approximately N. 7th Street to the river) is being funded entirely with City funds with an agreement that the City's cost would be credited towards the future cost sharing on the project when federal funds become available. The Corps of Engineers expects to complete the design in 2016, and acquisition of right of way will begin next year. The anticipated construction will follow the right of way acquisition and utility relocations. Construction of the downstream section will reduce flooding for both the lower May Branch area and the lower Town Branch sub basin. (See page 17)

12. <u>Levee Certification and Repair.</u> This project includes items associated with flood protection and the levee certification in accordance with federal design criteria. The 2015 work included repairs to the P & J Street storm water pump stations and preparation of the levee certification documentation for submittal and approval by FEMA. (See page 24)

13. <u>Streetscape – Towson Avenue.</u> This project includes streetscaping along Towson Avenue from Garrison Avenue to South "A" Street and replacement of the traffic signal at Rogers Avenue and Towson Avenue. A federal grant in the amount of $270,000 is benefiting this project. A temporary stop work order was placed on the contract as the remaining work area was currently restricted due to the renovation of the building at the southeast corner of Towson and Garrison Avenue. Work on the remaining one block of streetscape work is scheduled to resume in early fall and to be completed late this year. (See page 25)

14. <u>FCRA (Fort Chaffee Redevelopment Authority) Development.</u> This item includes the construction of two streets to serve the new ArcBest corporate headquarters. One street is the extension of McClure Drive to Wells Lake Road. The other street, R.A. Young Jr. Drive, is further north of McClure Drive and extends west from Wells Lake Road. These streets are being cost shared equally with the FCRA. Work is ongoing on these streets and scheduled for completion next summer. This item also includes work on Veterans Avenue in association with the Arkansas College of Osteopathic Medicine (ACOM). The work includes the reconstruction of approximately 750 feet of Veterans Avenue at the northern end of the ACOM and the overlay/cul-de-sac installation on Veterans Avenue south of the ACOM extending to Roberts Boulevard. Plans are complete and work is scheduled to being this fall. (See page 23)

15. <u>Highway 45 widening south of Zero Street.</u> This project is the widening of Highway 45 south of Zero Street and extending to Highway 71. The project is proposed to be cost shared with the AHTD and would likely be constructed in phases over several years. (See page 26)

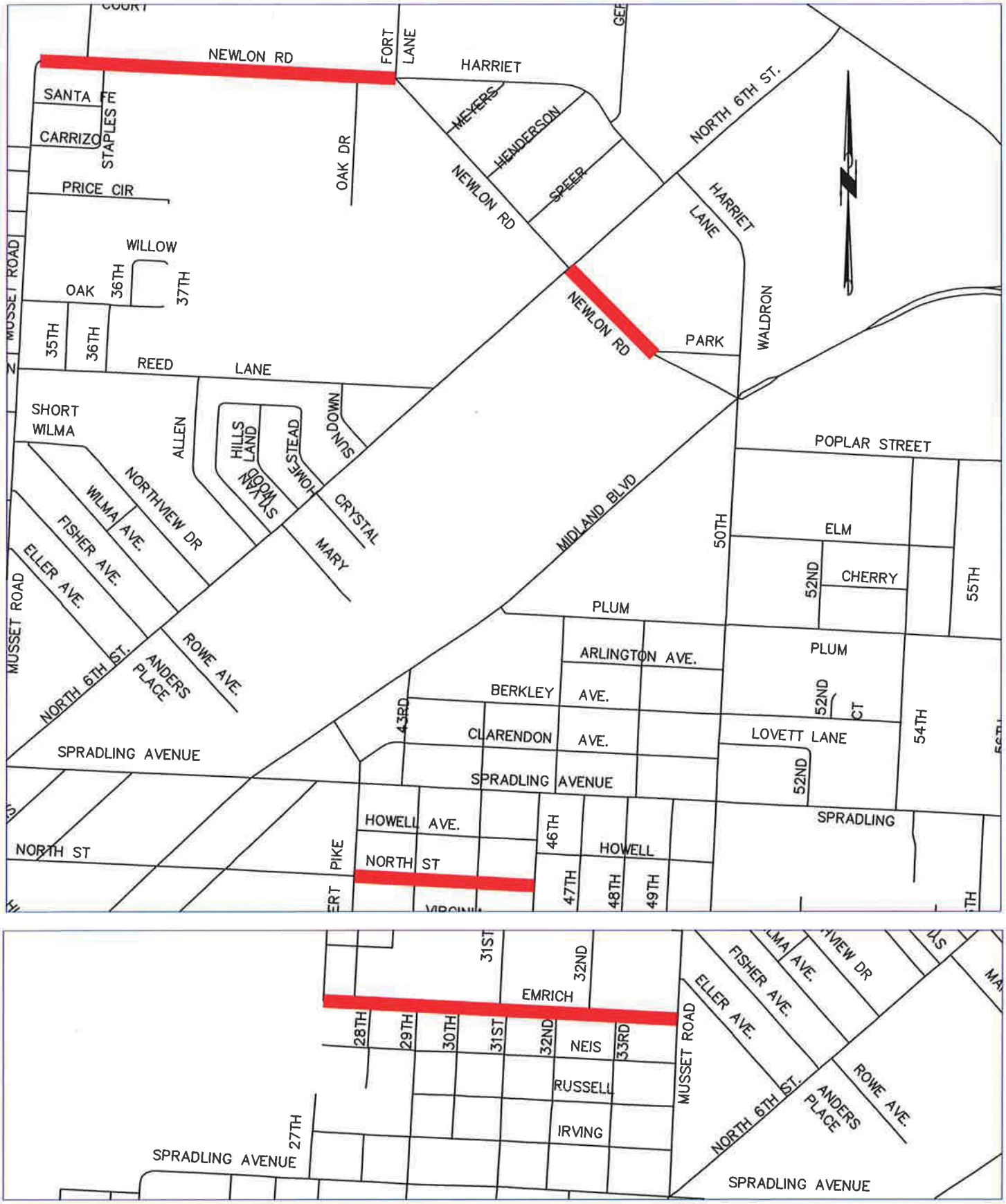
16. <u>Railroad Crossing Panels.</u> This project improves street crossings at railroads through the installation of concrete railroad crossing panels. For 2016, two railroad crossings are proposed which are located along North Street between Boone Avenue and Midland Boulevard. (See page 27)

17. <u>FSHA (Fort Smith Housing Authority) – Street and Drainage.</u> This item includes assistance to the FSHA for street and drainage construction as part of a proposed 50-55 unit single family and duplex development to be located on the former Red Barn property along Newlon Road. This CIP funding is similar to that previously provided on the Northpointe housing development.

2016 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION

STREET	FROM	TO	LENGTH	COST
37TH ST.	WICKLOW DR.	ROGERS AVE.	790	$134,300.00
LECTA AVE.	ROGERS AVE.	KINKEAD AVE.	2553	$586,651.11
MAY AVE.	BLACKBURN AVE.	KINKEAD AVE.	873	$214,370.00
BLACKBURN AVE.	GREENWOOD AVE.	LECTA AVE.	748	$226,062.22
BARRY AVE.	MAY AVE.	LECTA AVE.	373	$77,501.11
PRESLEY ST.	GREENWOOD AVE.	LECTA AVE.	747	$190,485.00
PRESLEY ST.	SWEET AVE.	END OF ROAD	235	$59,925.00
NORTH ST.	ALBERT PIKE AVE.	46TH ST.	1326	$225,420.00
8TH ST.	GARRISON AVE.	NORTH B ST.	741	$237,943.33
NEWLON RD.	MUSSETT RD.	FORT LN.	2647	$504,626.11
NEWLON RD.	6TH ST.	PARK ST.	914	$172,644.44
EMRICH ST.	END OF ROAD	MUSSETT RD.	2635	$447,950.00
ZERO ST.	STATE LINE RD.	WHEELER AVE.	1816	$857,555.56
31ST	200' SOUTH OF MCKINLEY AVE.		200	$64,222.22
ST. FRANCIS CREST	EUPER LN.	END OF ROAD	1309	$333,795.00
RUE MADELINE RD.	ST. FRANCIS CREST	KATHLEEN TRACE	420	$107,100.00
MILE TREE DR.	ST. FRANCIS CREST	1/2 CUL-DE-SAC	1044	$266,220.00
EUPER LN.	WARWICK PL.	ST. FRANCIS CREST	330	$84,150.00
KATHLEEN TRACE	MASSARD RD.	RUE MADELINE RD.	475	$121,125.00
JACKSON CT.	END OF ROAD	16TH ST.	111	$28,305.00
16TH ST.	END OF ROAD	JACKSON CT.	600	$153,000.00
BELLE AVE.	TILLES AVE.	GRAND AVE.	355	$60,350.00
95TH ST.	DALLAS ST.	CARRINGTON CT.	482	$122,910.00
CARRINGTON CT.	95TH ST.	END OF ROAD	730	$186,150.00
65TH ST.	ATLANTA ST.	COUNTRY CLUB AVE.	577	$147,135.00
CLIFF DR.	OLD JENNY LIND RD.	CRUCE HILL DR.	1496	$339,093.33
10TH ST.	VICKSBURG ST.	UTICA ST.	325	$55,250.00
SOUTH E ST.	TOWSON AVE.	18TH ST.	2120	$400,444.44
DUNDEE DR.	END OF ROAD	FIANNA WAY	434	$110,670.00
		TOTAL LENGTH (FT)	27406	

TOTAL FOR 2016 STREET OVERLAYS/RECONSTRUCTION PROGRAM $6,515,353.89



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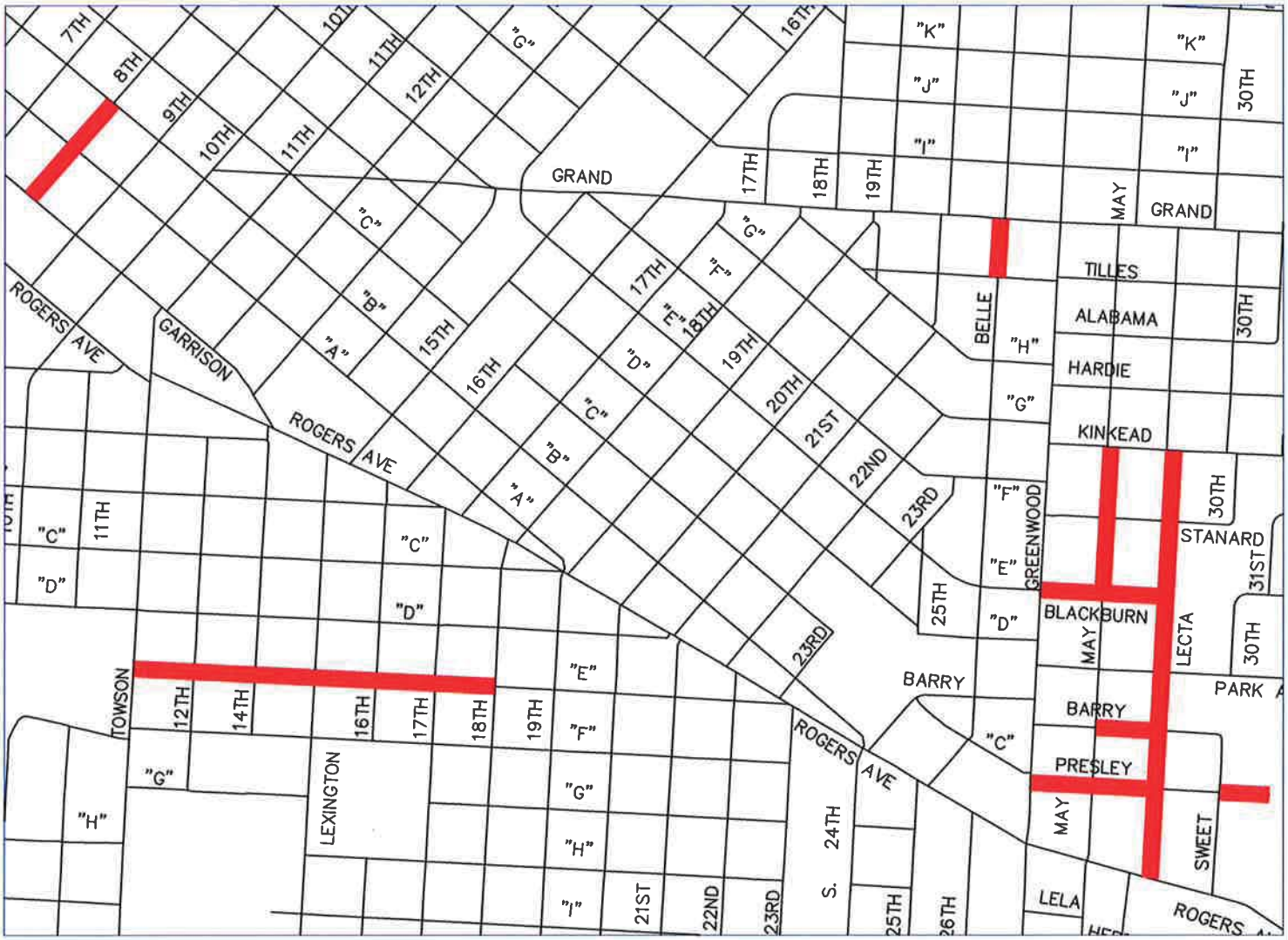
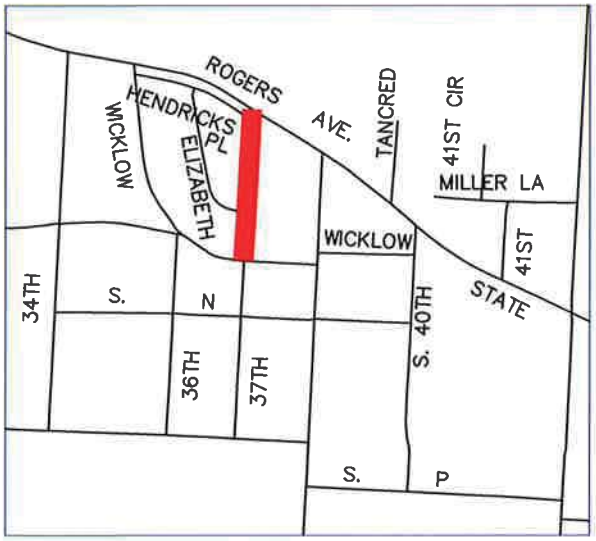
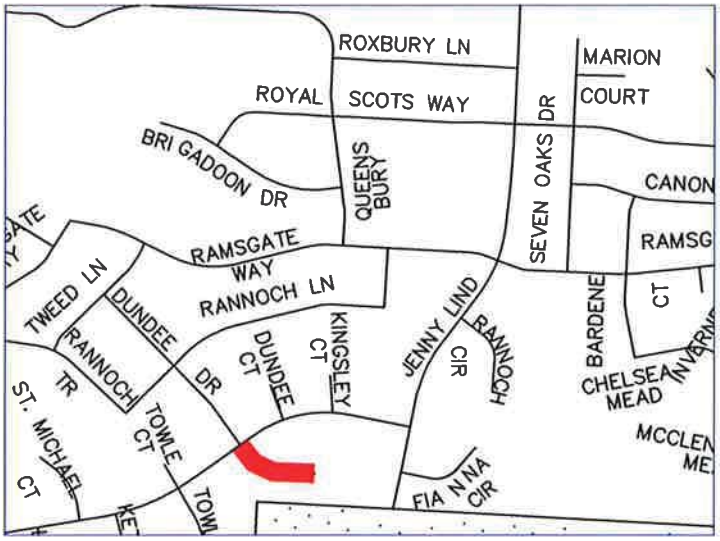
2016 CAPITAL IMPROVEMENTS PROGRAM STREET OVERLAYS/RECONSTRUCTION	The City of Fort Smith ARKANSAS	Project:
		Date: SEPT. 2015
		Scale: NONE
		Drawn By: RBR PAGE: 6







2016 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 7

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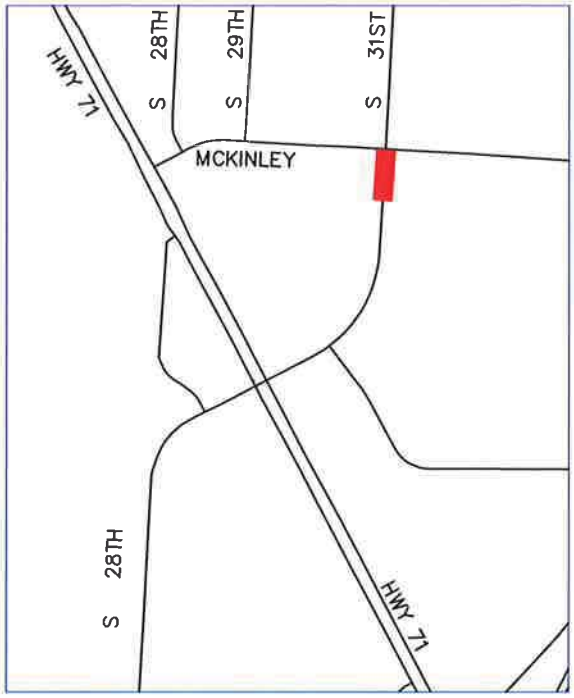

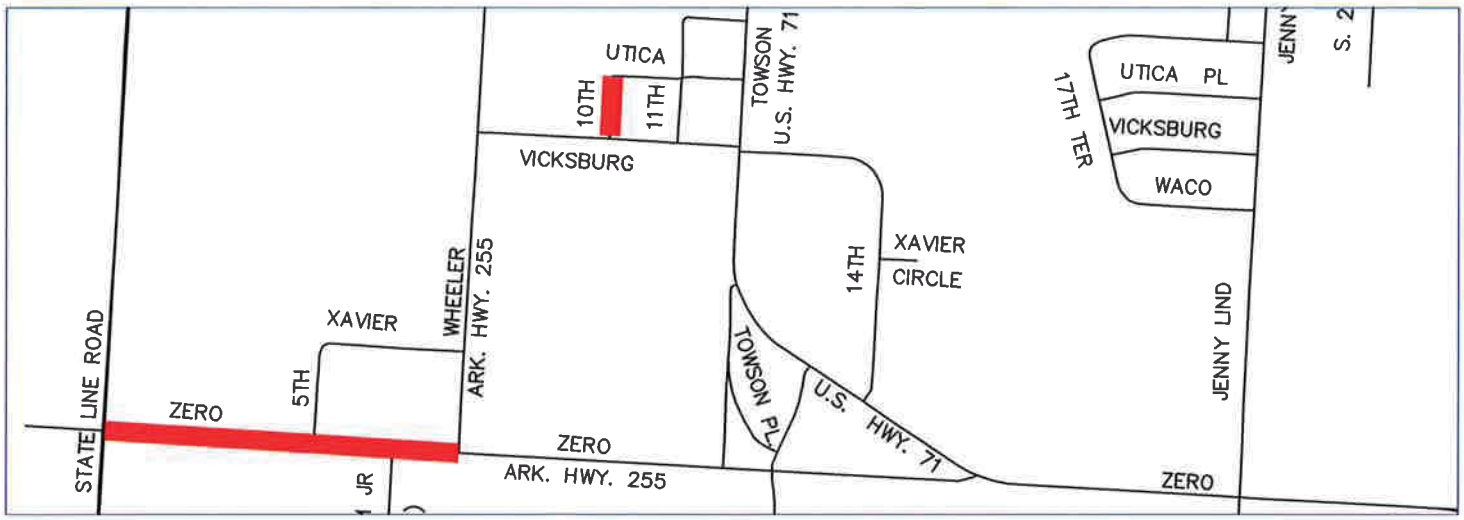

2016 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION

The City of Fort Smith ARKANSAS

Project:	
Date:	AUG. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 8

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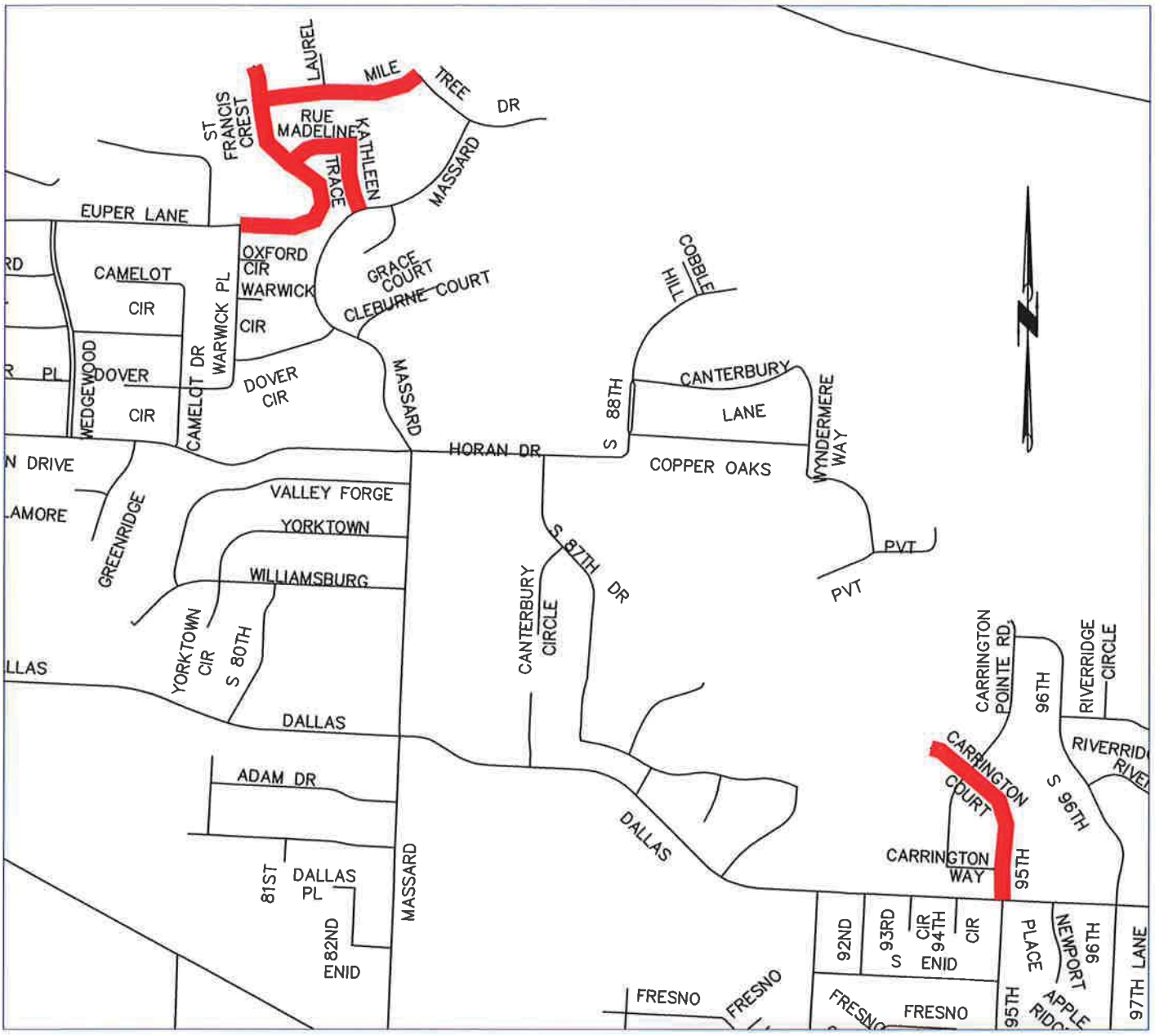

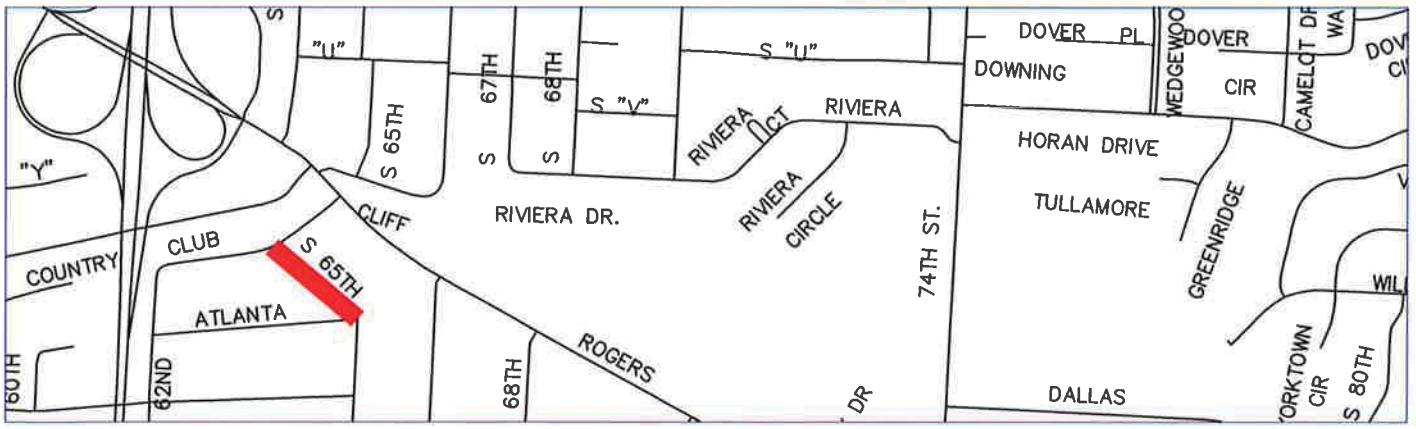

2016 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION

The City of Fort Smith Arkansas

Project:	
Date:	AUG. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 9

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2016 Neighborhood Drainage Projects

Project	Estimated Cost
Brentwood Drive/Muirfield Circle Area This project will replace undersized sections of a storm drain system and add overflow swales. Two houses are experiencing flooding in this area, and severe street and yard flooding are also occurring. (see page 16).	**$500,000**
3600 Kinkead Avenue, Parkview Apartments This project will add concrete channel improvements and replace an undersized box culvert. Two units in the apartment complex are experiencing flooding, and severe street flooding is also occurring. The flooding at this location is also causing a life safety issue due to the depth and velocity of the storm water (see page 12).	**$1,300,000**
4806/4808 South "U" Street This project will add storm drains and overflow swales to intercept runoff. One duplex is experiencing flooding in this area, and severe yard flooding is also occurring (see page 14).	**$250,000**
South 32nd Street/South 33rd Street/South 34th Street Area (Drainage Study) The purpose of this study is to evaluate the existing storm drainage system to determine solutions to the ongoing flooding problems in this area. The study will also involve downstream areas located within the FEMA regulated flood plain. At least eight residences are experiencing flooding in this area, and others are suspected of flooding. Severe street and yard flooding are also occurring (see page 13).	**$150,000**
Gary Court Area This project will add storm drains and overflow swales to intercept runoff. Three houses are experiencing flooding in this area, and severe street and yard flooding are also occurring (see page 14).	**$350,000**
PRADCO, 3601 Jenny Lind Road This project will add a concrete channel, concrete wall, and storm drains to intercept and redirect storm drainage around PRADCO. PRADCO is experiencing flooding in the back half of their building (see page 13).	**$600,000**
3321 South 35th Street This project will extend an existing concrete channel and add concrete walls and swales to intercept runoff. One house is experiencing flooding at this location, and severe yard flooding is also occurring (see page 13).	**$250,000**

Country Club Avenue/Carthage Street/South 66th Street Area **$950,000**

This project will add storm drains on Country Club Avenue, South 65th Street, and Carthage Street to intercept runoff. Three houses are experiencing flooding in this area, and severe street and yard flooding are also occurring. This project will also replace a severely eroded earthen ditch located downstream at the Twin Sixes Apartments on South 66th Street with concrete channel and ditch paving. The existing eroded channel is becoming a danger to structures and residents and is also a major maintenance issue (see page 14).

Bost, 1801 South 74th Street **$150,000**

This project will add a concrete wall and a concrete swale to intercept runoff from the hillside behind Bost. Several rooms on the back side of Bost experience flooding, and severe yard flooding is also occurring (see page 15).

1110 South 67th Street (South 66th Street & Hestand Lane) **$350,000**

This project will add a concrete wall and ditch paving and will replace and extend an existing storm drain in order to intercept and redirect runoff. One duplex is experiencing flooding at this location, and severe yard flooding is also occurring (see page 15).

6618 Highway 271 **$100,000**

This project will add a concrete wall and a concrete swale to intercept and redirect runoff. One house is experiencing flooding in this area, and severe yard flooding is also occurring (see page 16).

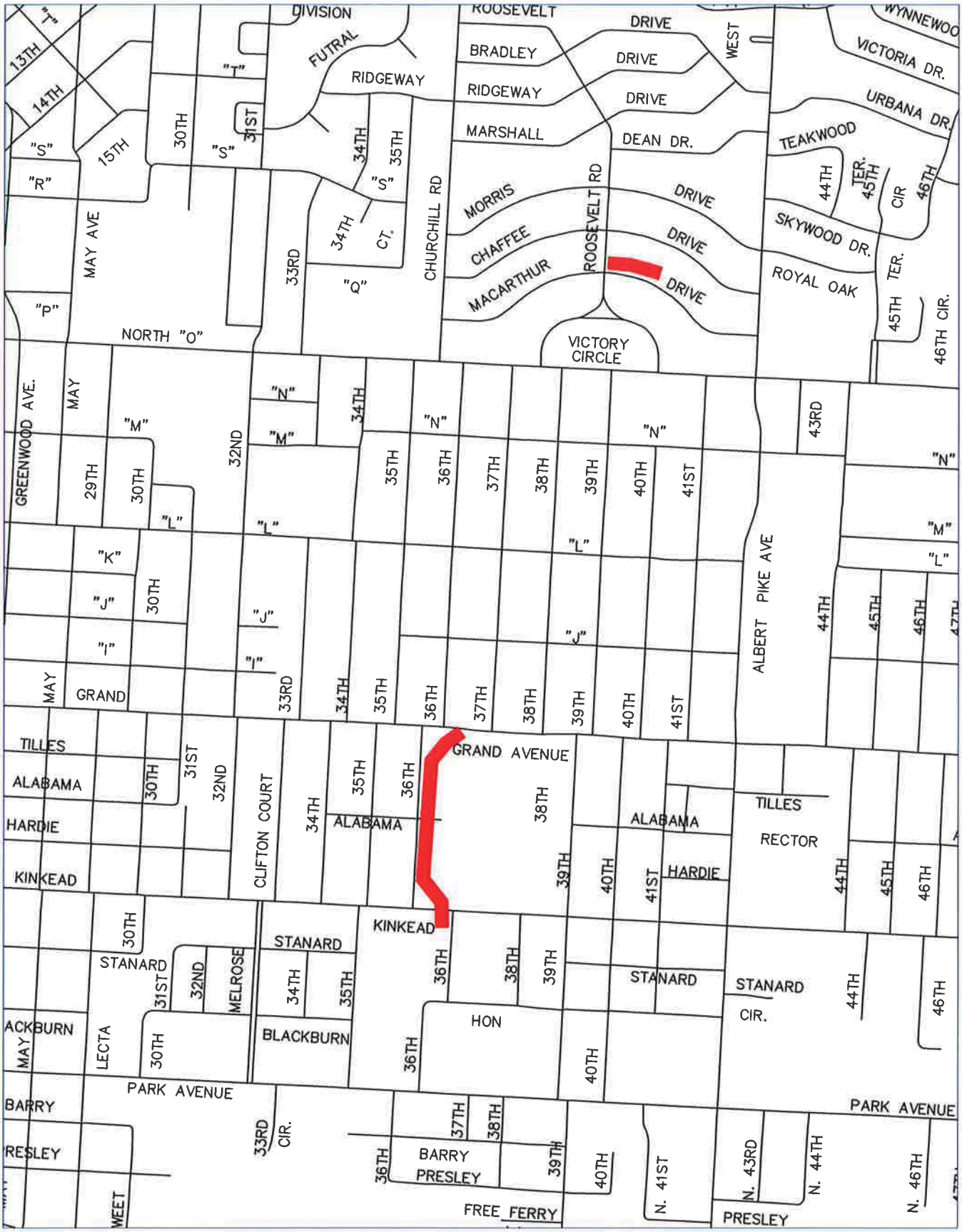
6201 Old Greenwood Road **$100,000**

This project will replace undersized driveway culverts and add ditch paving and earthen berms to intercept and redirect runoff. One house is experiencing flooding in this area, and severe yard flooding is also occurring (see page 16).

3915 MacArthur Drive **$150,000**

This project will add a storm drain to intercept runoff. One house is experiencing flooding in this area, and severe street and yard flooding is also occurring (see page 12).

Total **$5,200,000**



2016 CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 12

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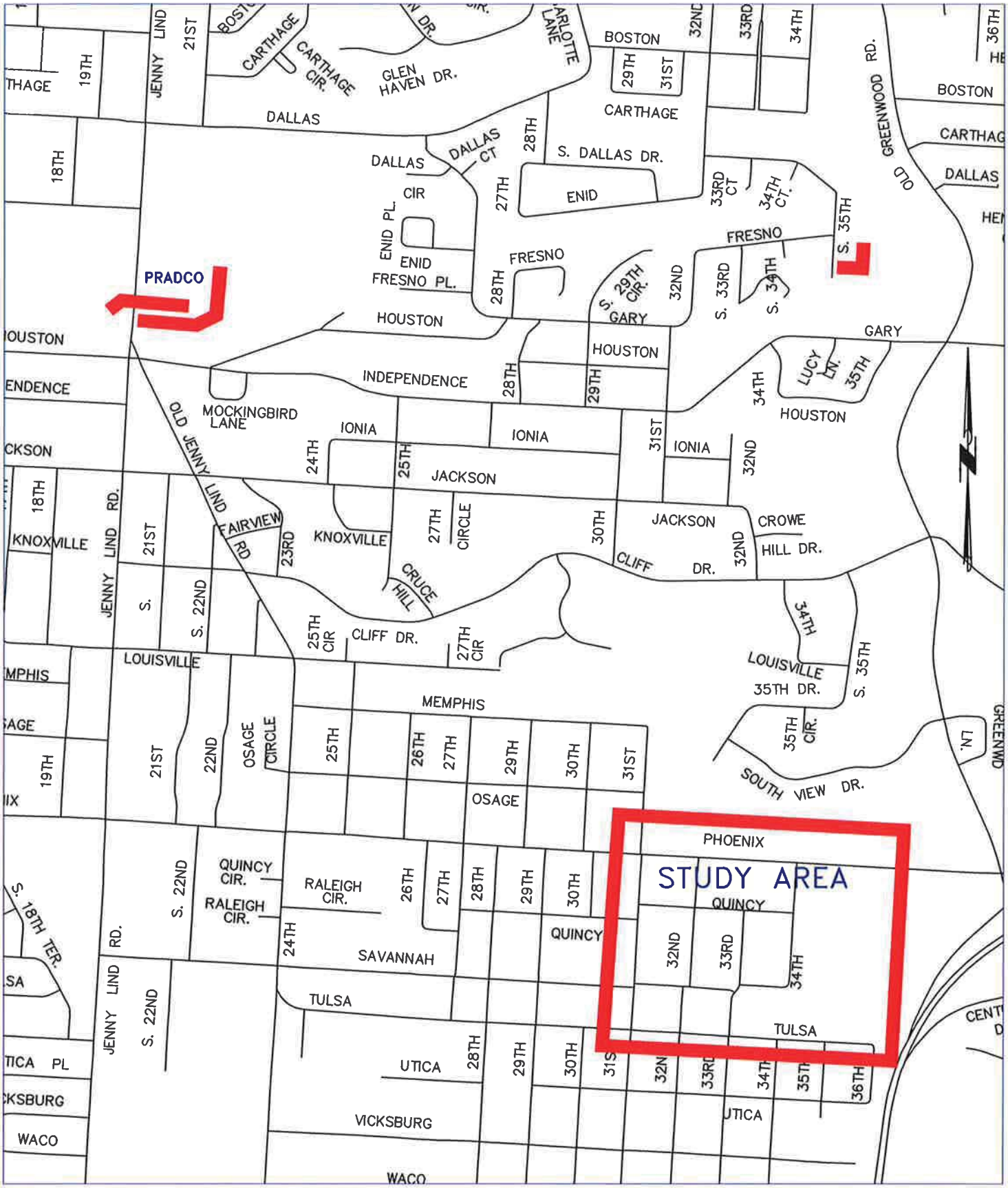

2016 CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith Arkansas

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 13

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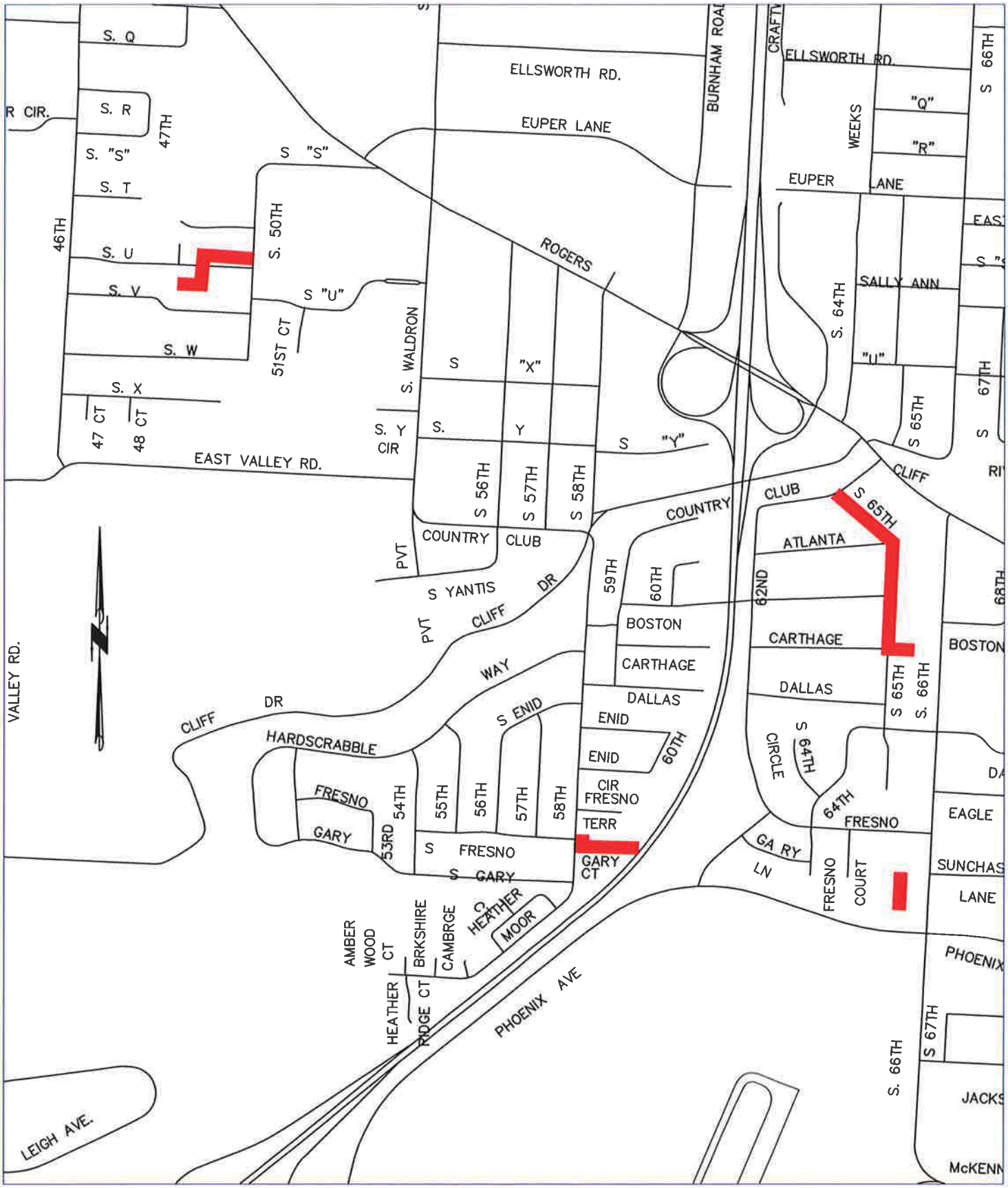

2016 CAPITAL IMPROVEMENTS PROGRAM
DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 14

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2016 CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 15

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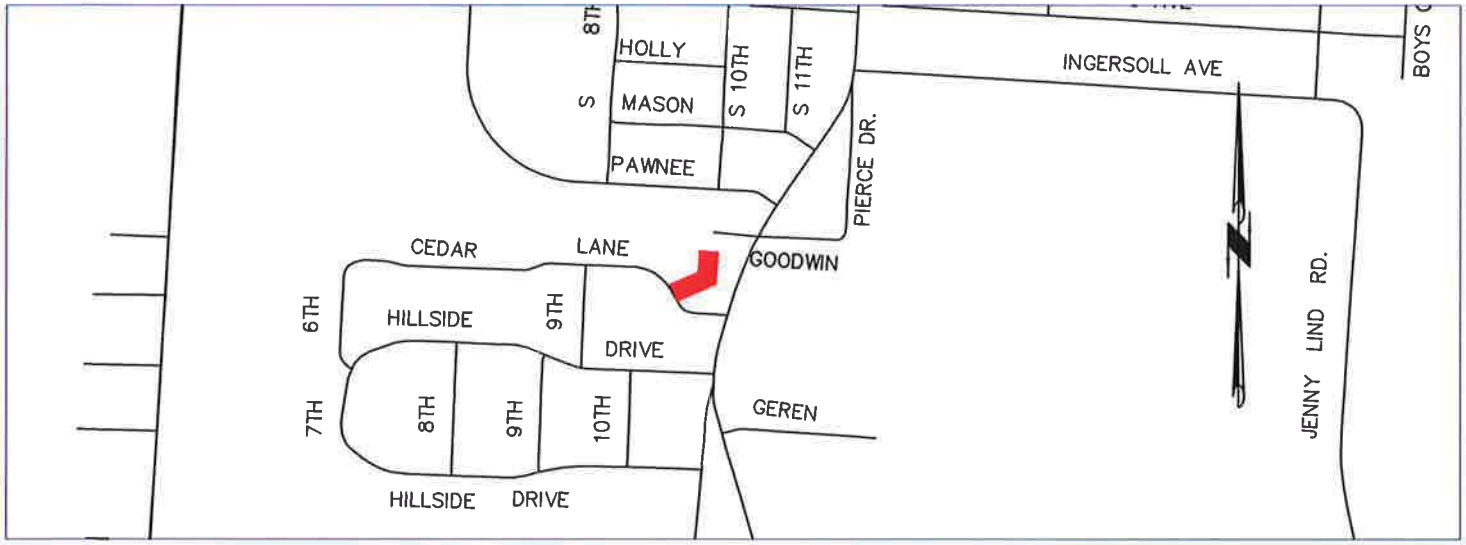

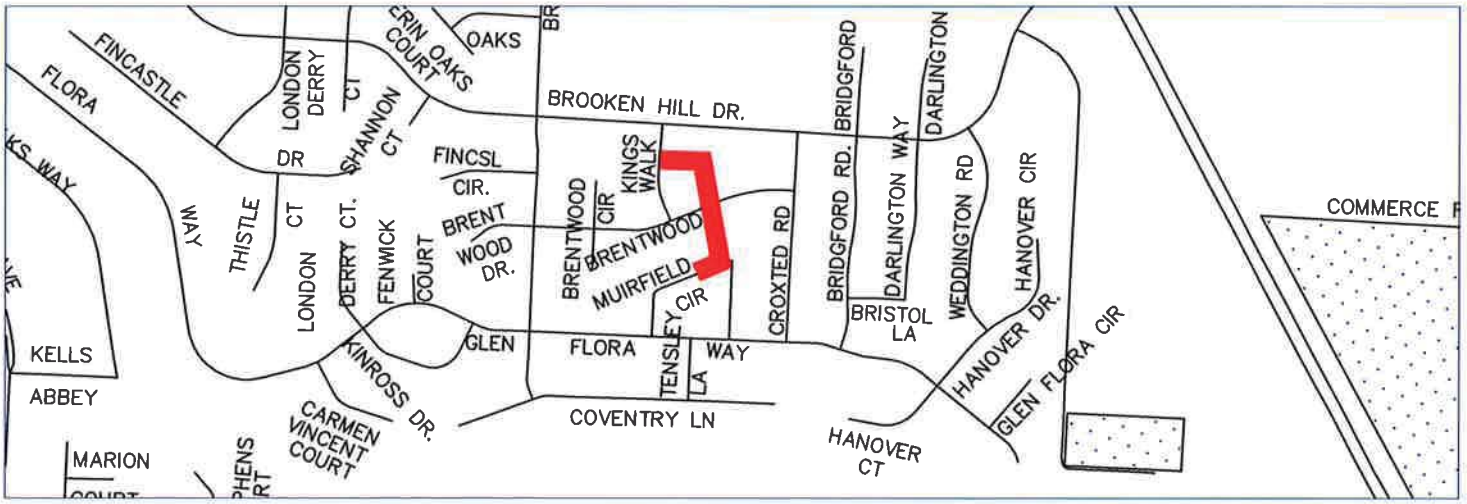

2016 CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 16

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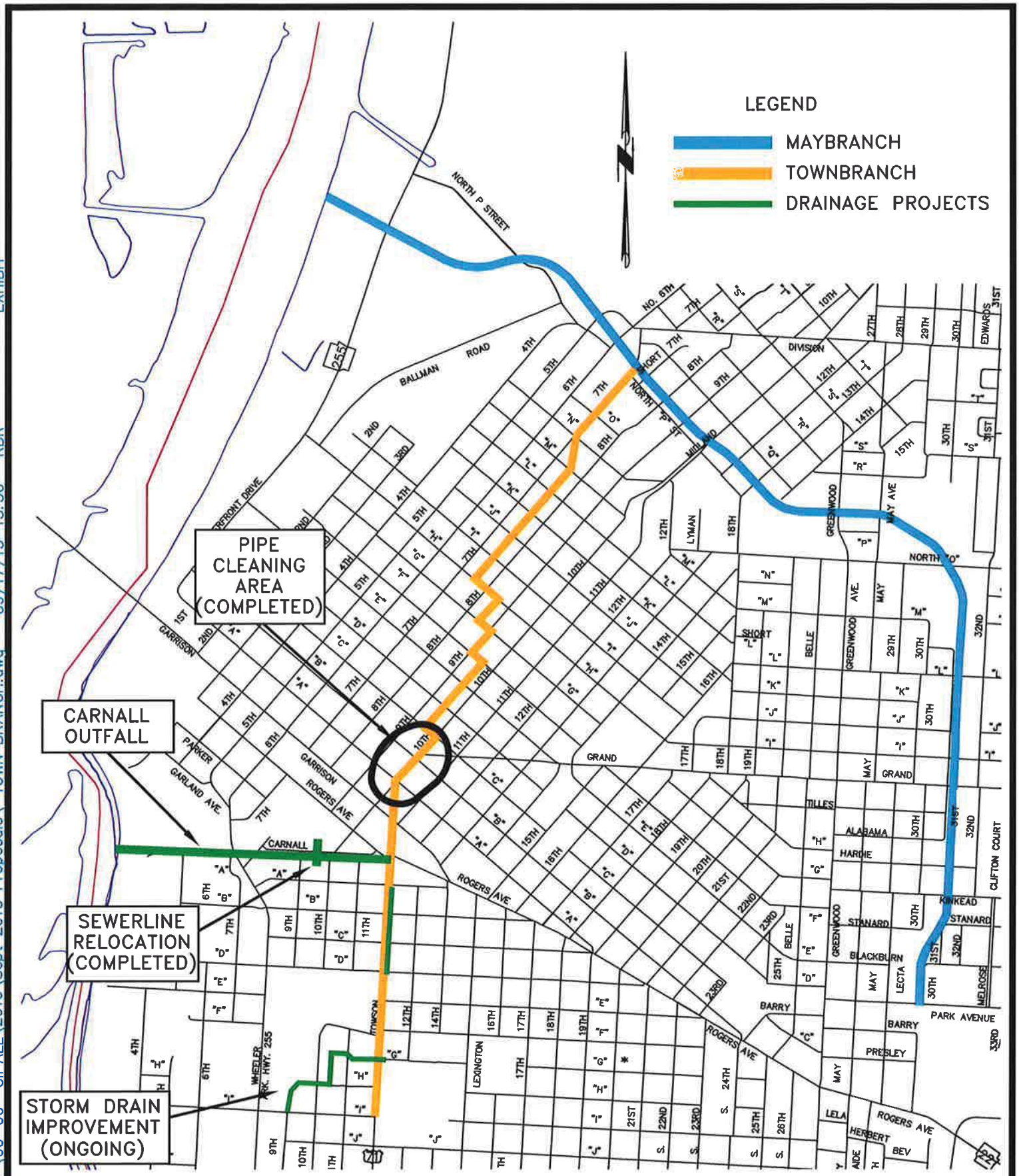

2016 CAPITAL IMPROVEMENTS PROGRAM
TOWN BRANCH & MAYBRANCH
DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 17

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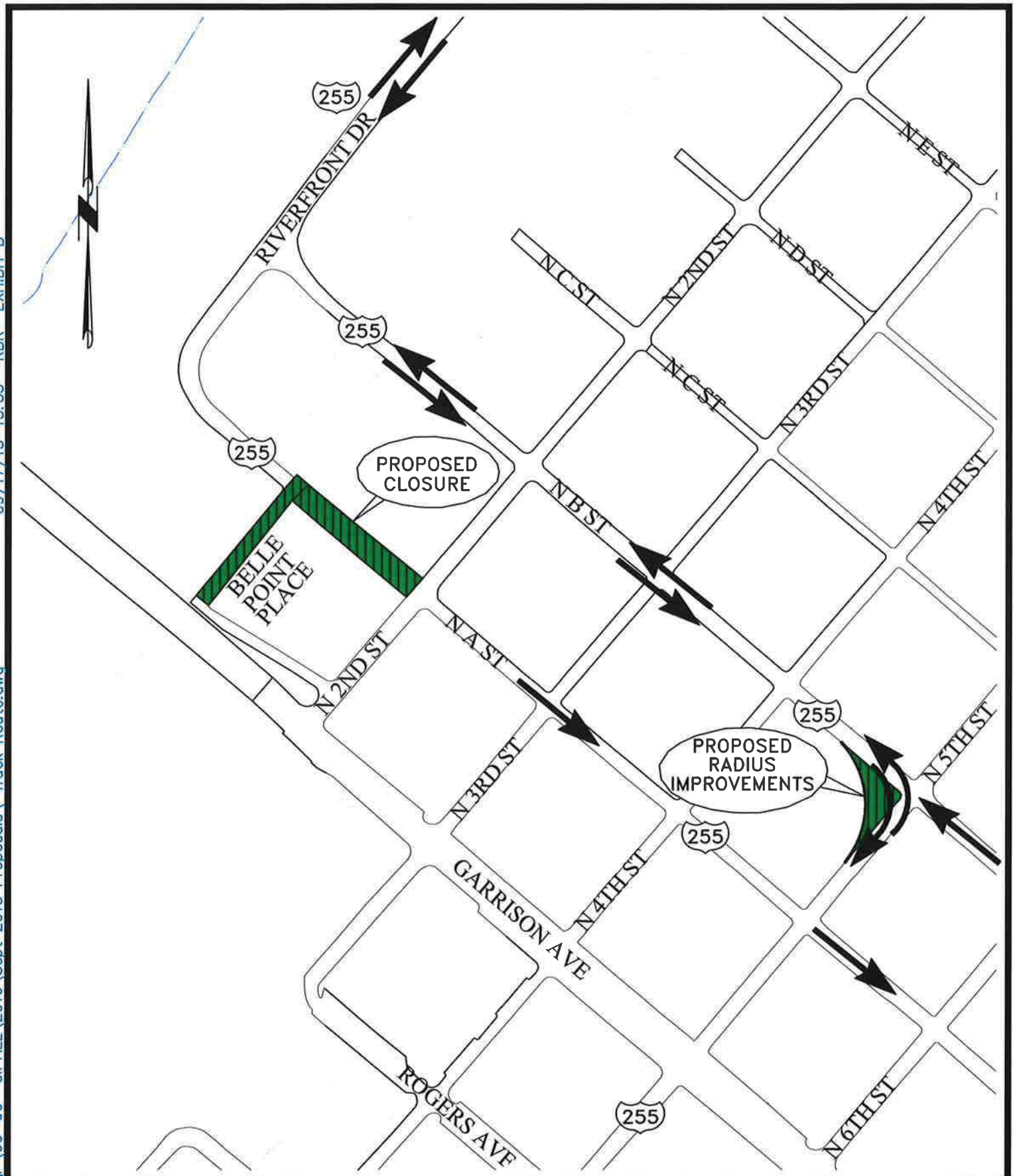

2016 CAPITAL IMPROVEMENT PROGRAM
NORTH B TRUCK ROUTE
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 18

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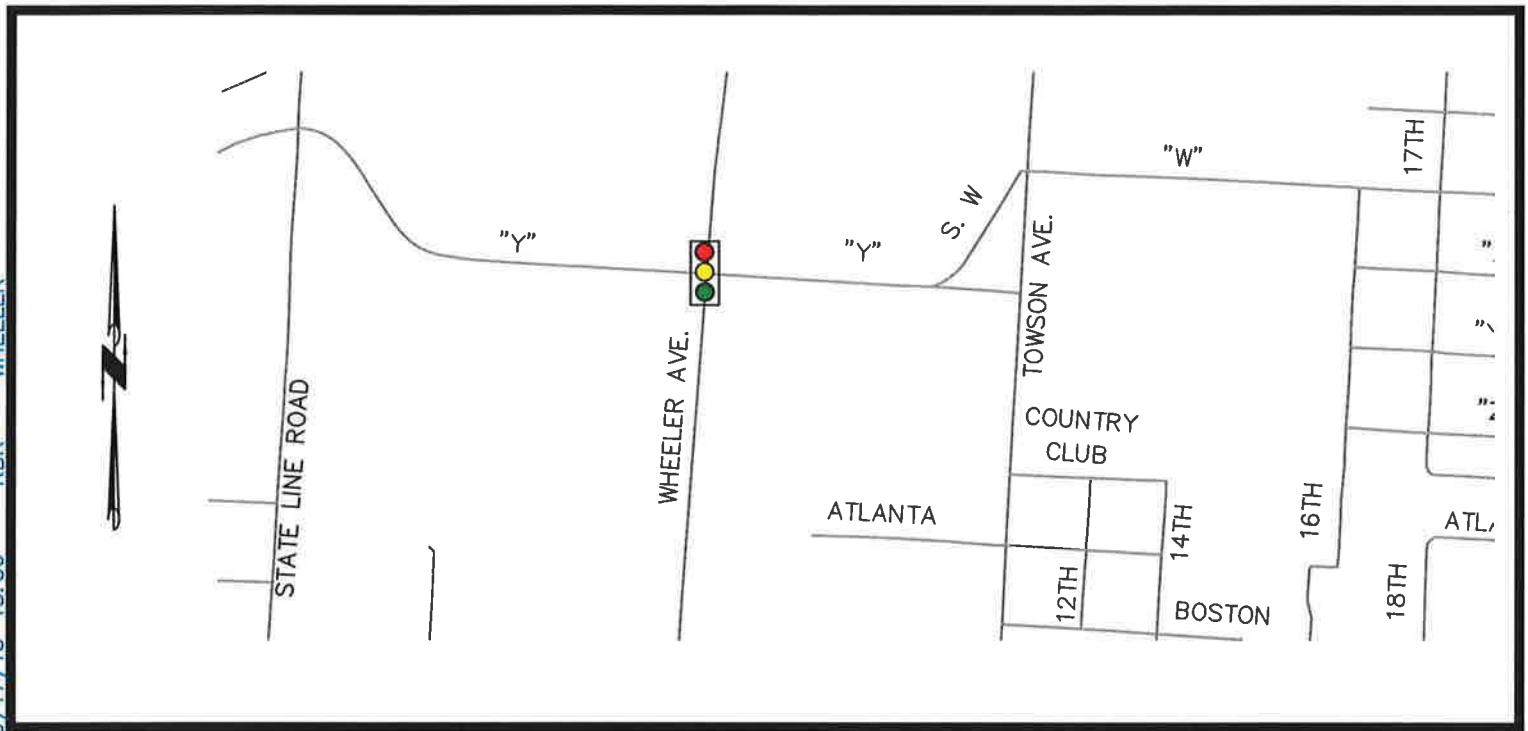

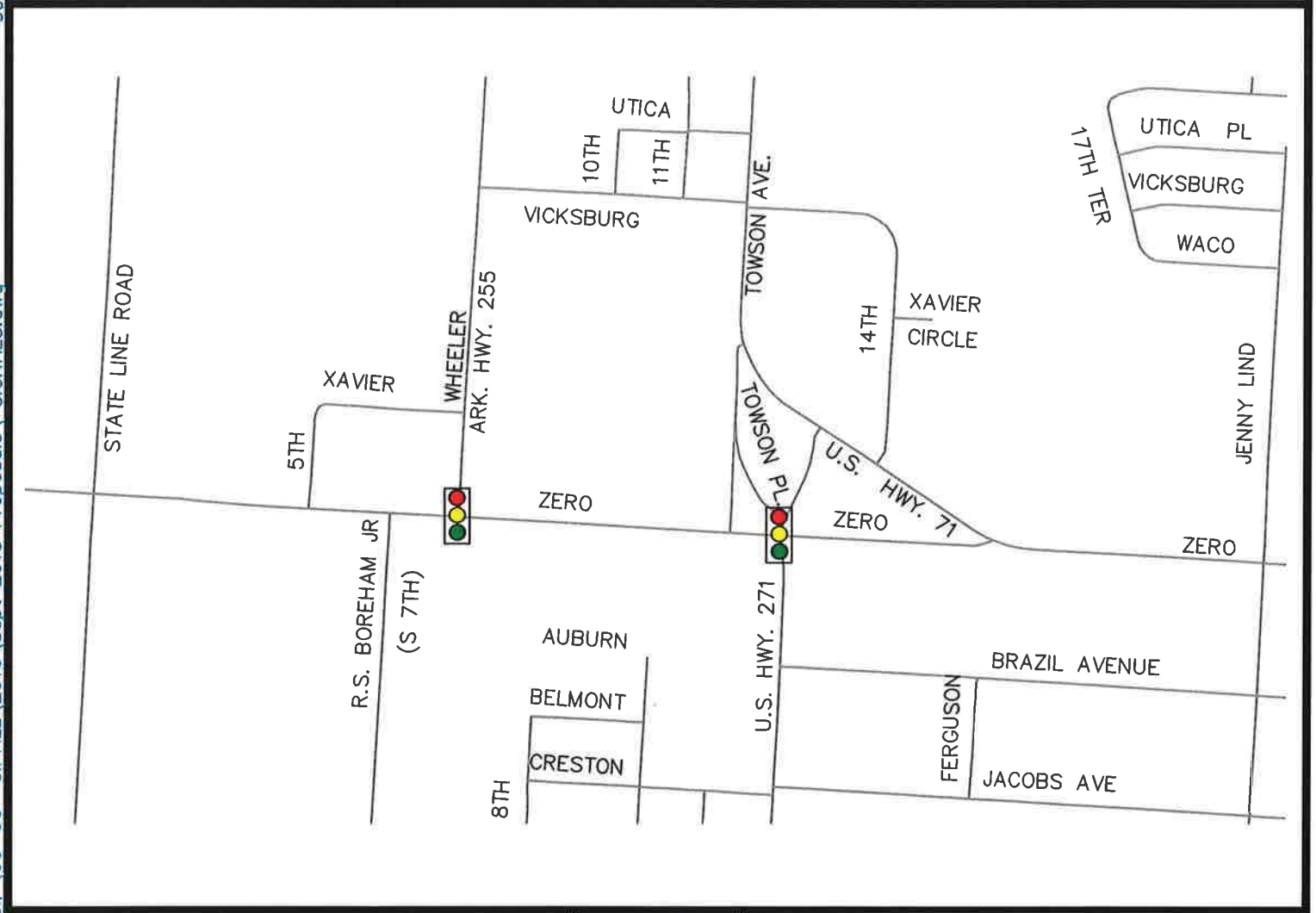

2016 CAPITAL IMPROVEMENTS PROGRAM

SIGNAL IMPROVEMENTS

The City of Fort Smith Arkansas

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 19

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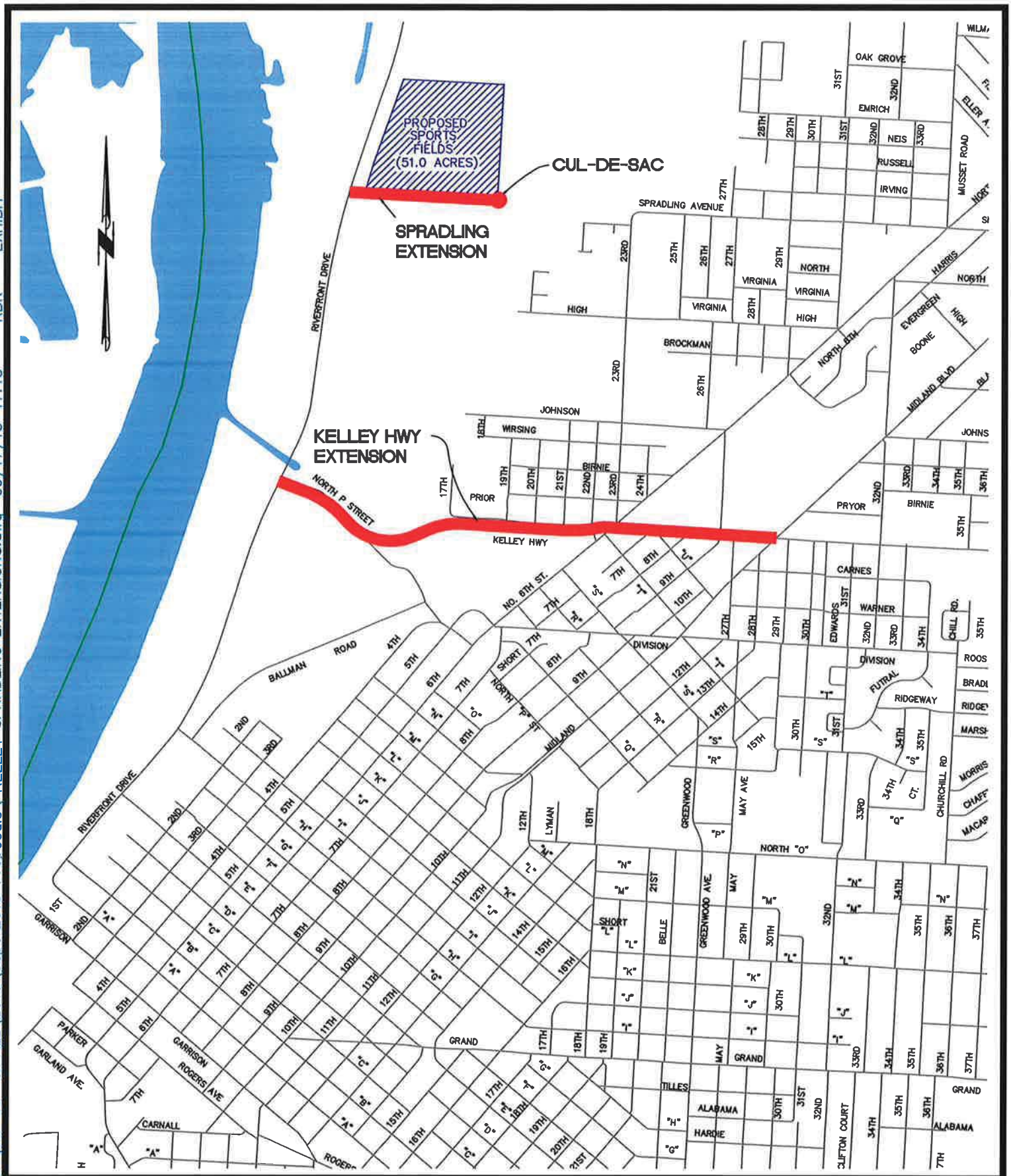

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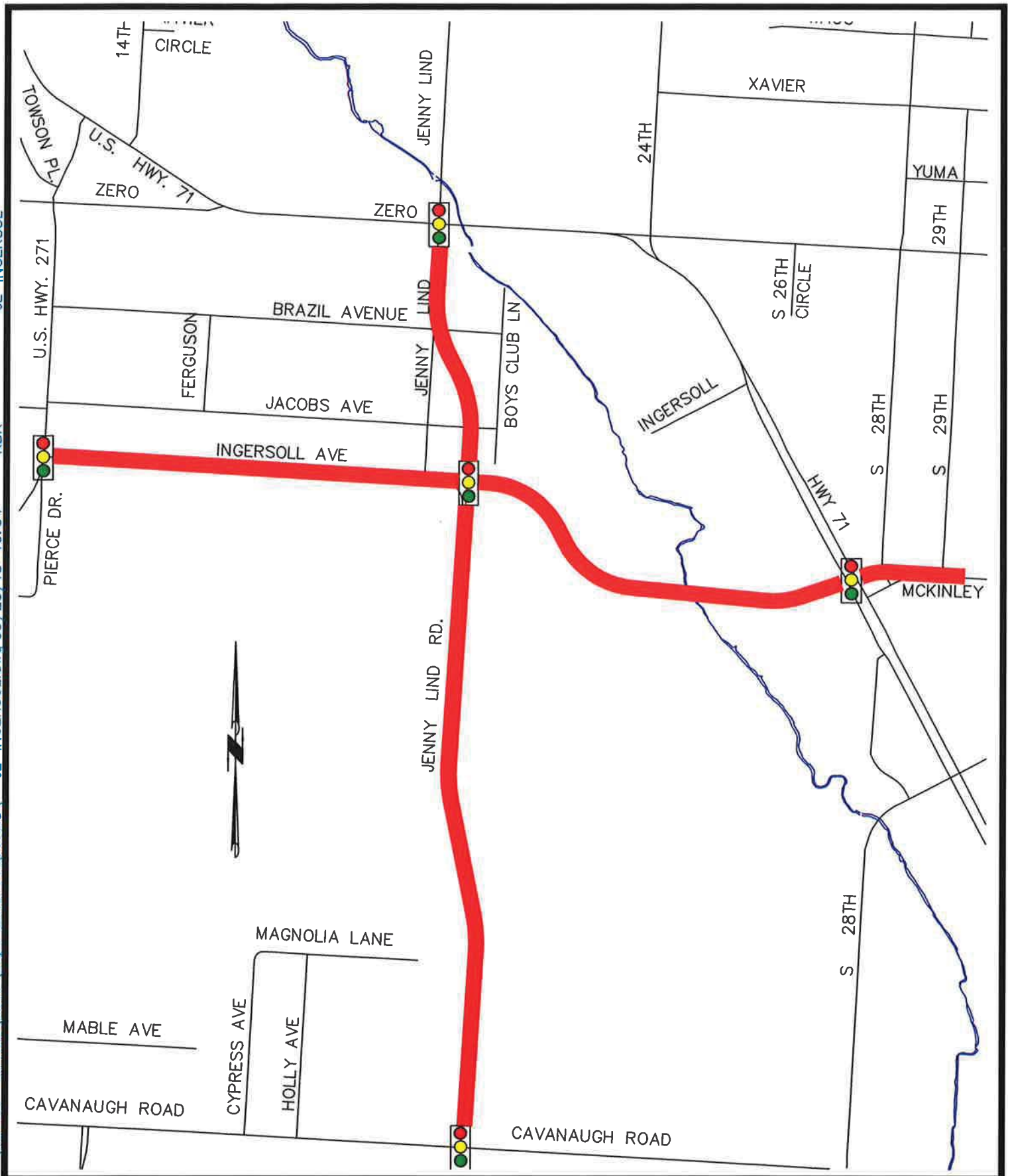
2016 CAPITAL IMPROVEMENTS PROGRAM SPRADLING AVENUE AND KELLEY HWY EXTENSIONS	The City of Fort Smith Arkansas	Project:
		Date: SEPT. 2015
		Scale: NONE
		Drawn By: RBR PAGE: 20



2016 CAPITAL IMPROVEMENTS PROGRAM
JENNY LIND – INGERSOLL
ZERO STREET TO CAVANAUGH ROAD

The City of Fort Smith Arkansas

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 21

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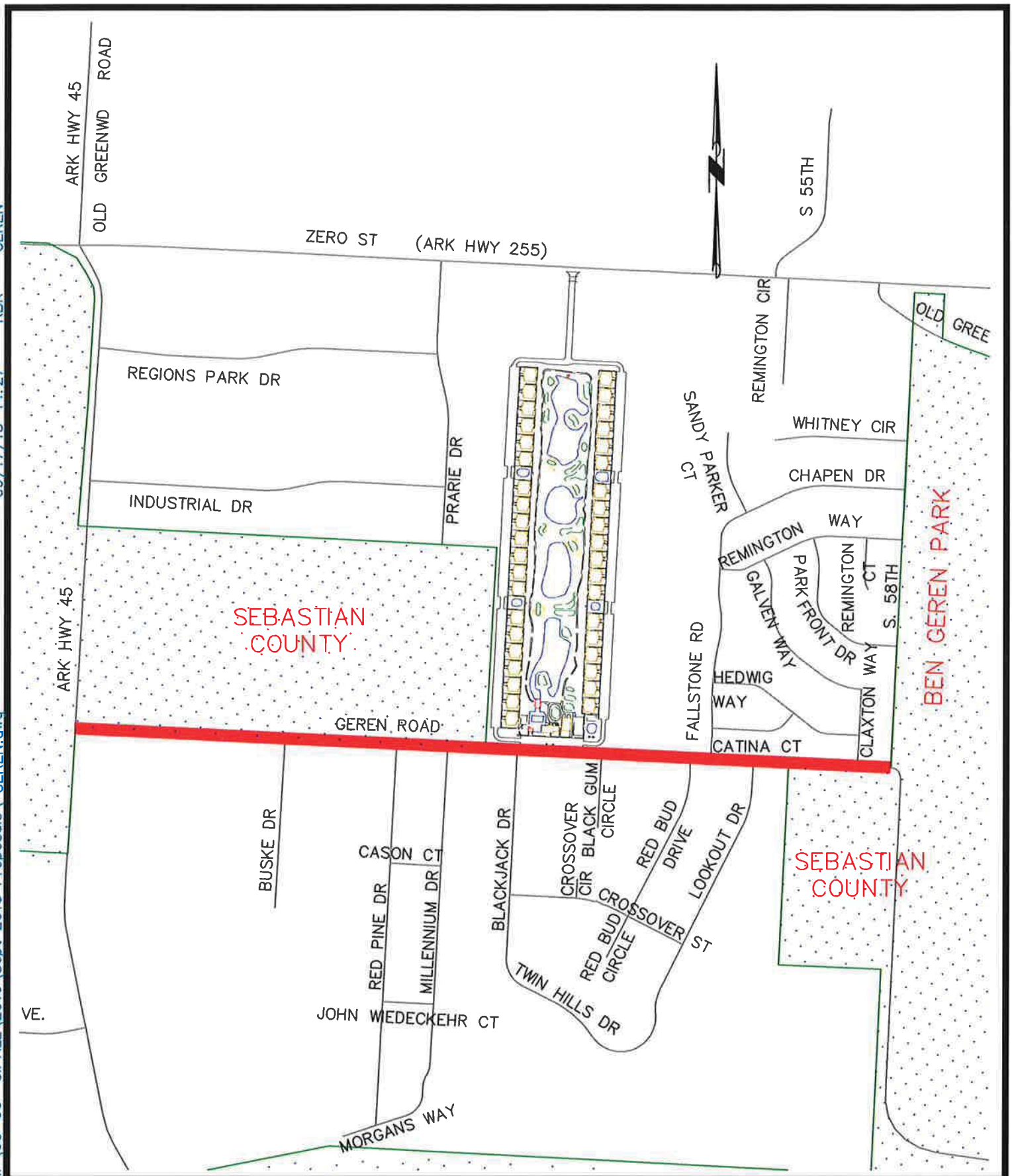

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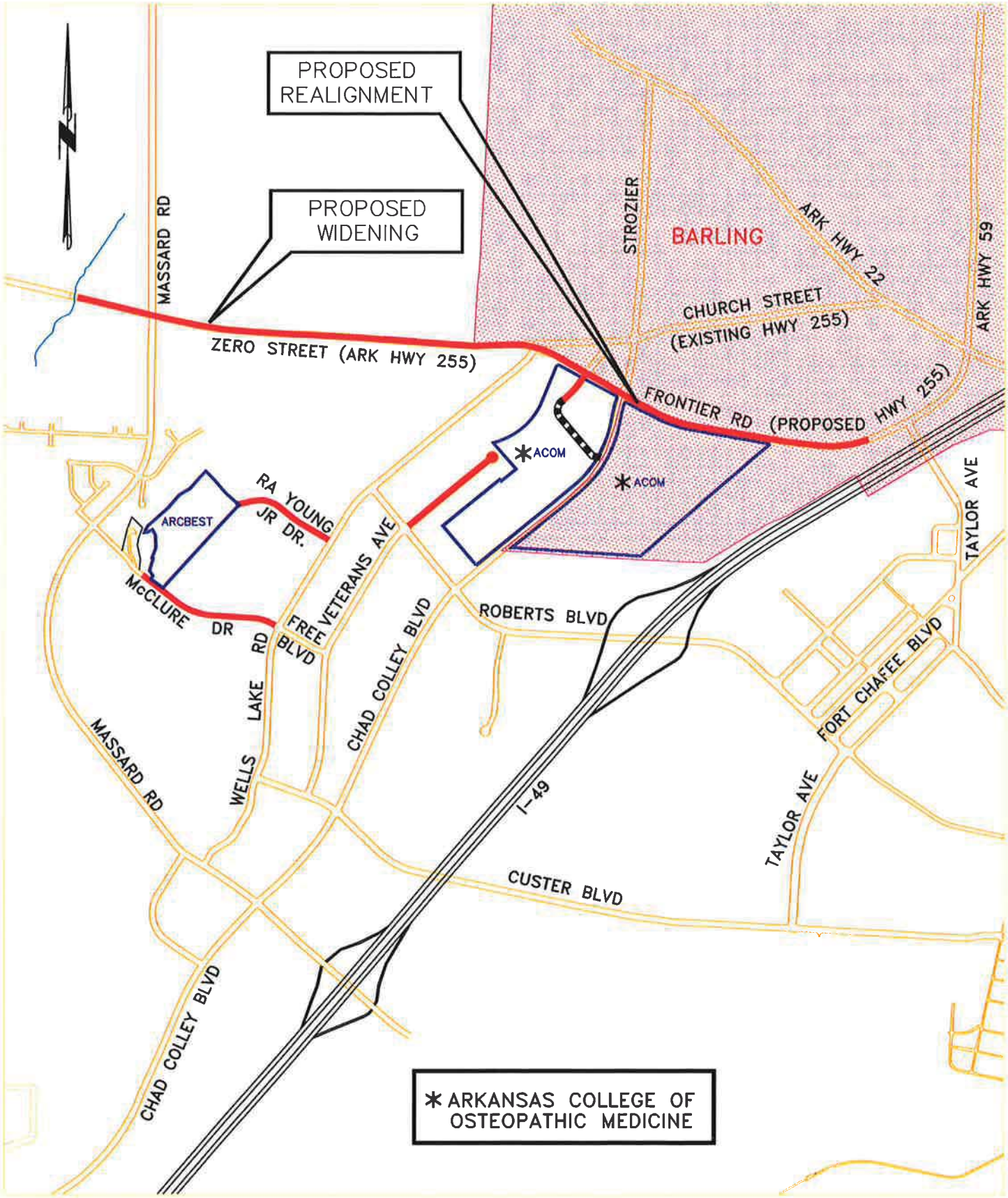
2016 CAPITAL IMPROVEMENTS PROGRAM GEREN RD RECONSTRUCTION	The City of Fort Smith Arkansas	Project:
		Date: SEPT. 2015
		Scale: NONE
		Drawn By: RBR PAGE: 22



2016 CAPITAL IMPROVEMENTS PROGRAM
ZERO STREET (ARK HWY 255) & FCRA IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 23

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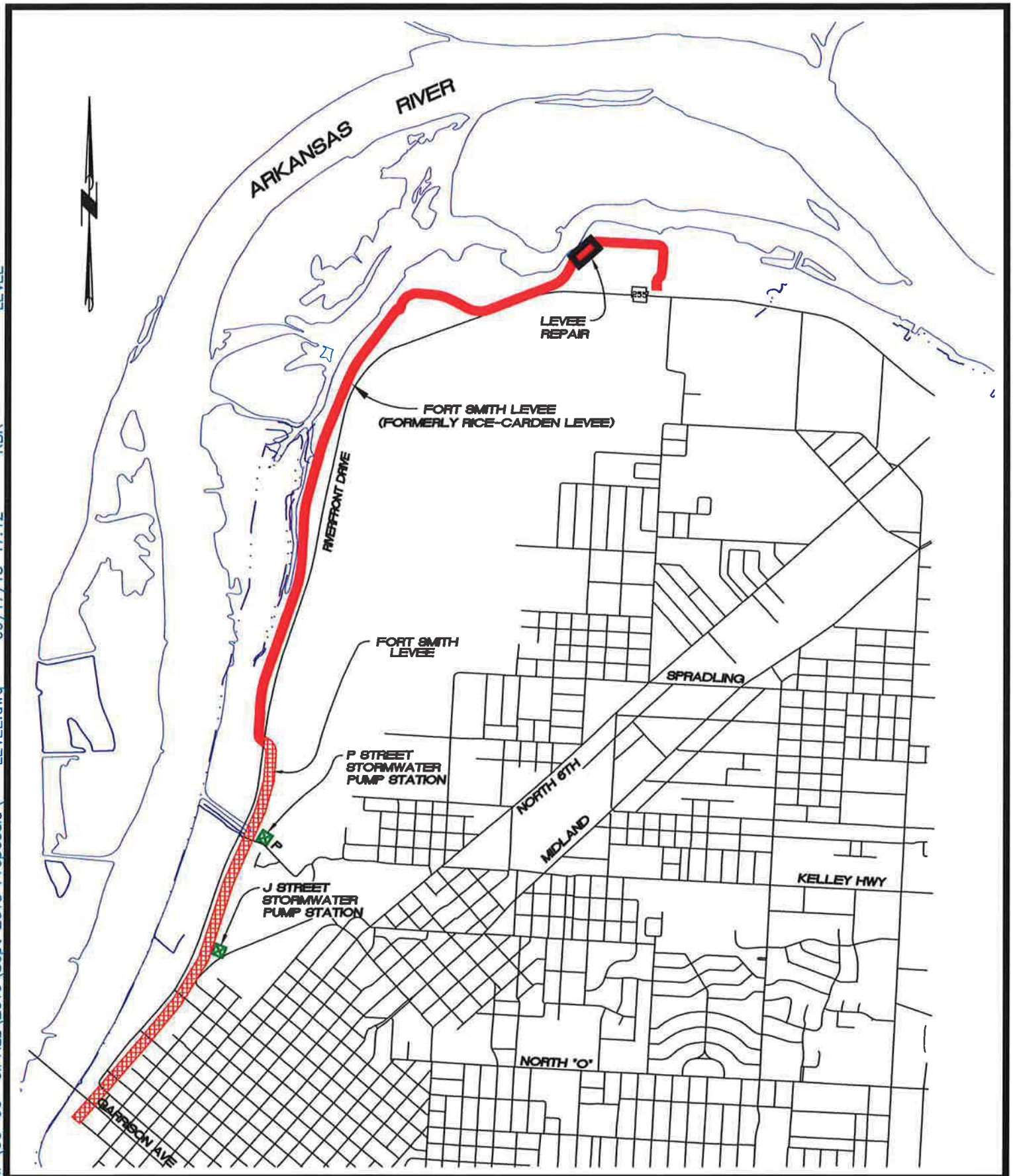

2016 CAPITAL IMPROVEMENTS PROGRAM
LEVEE CERTIFICATION & REPAIR
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 24

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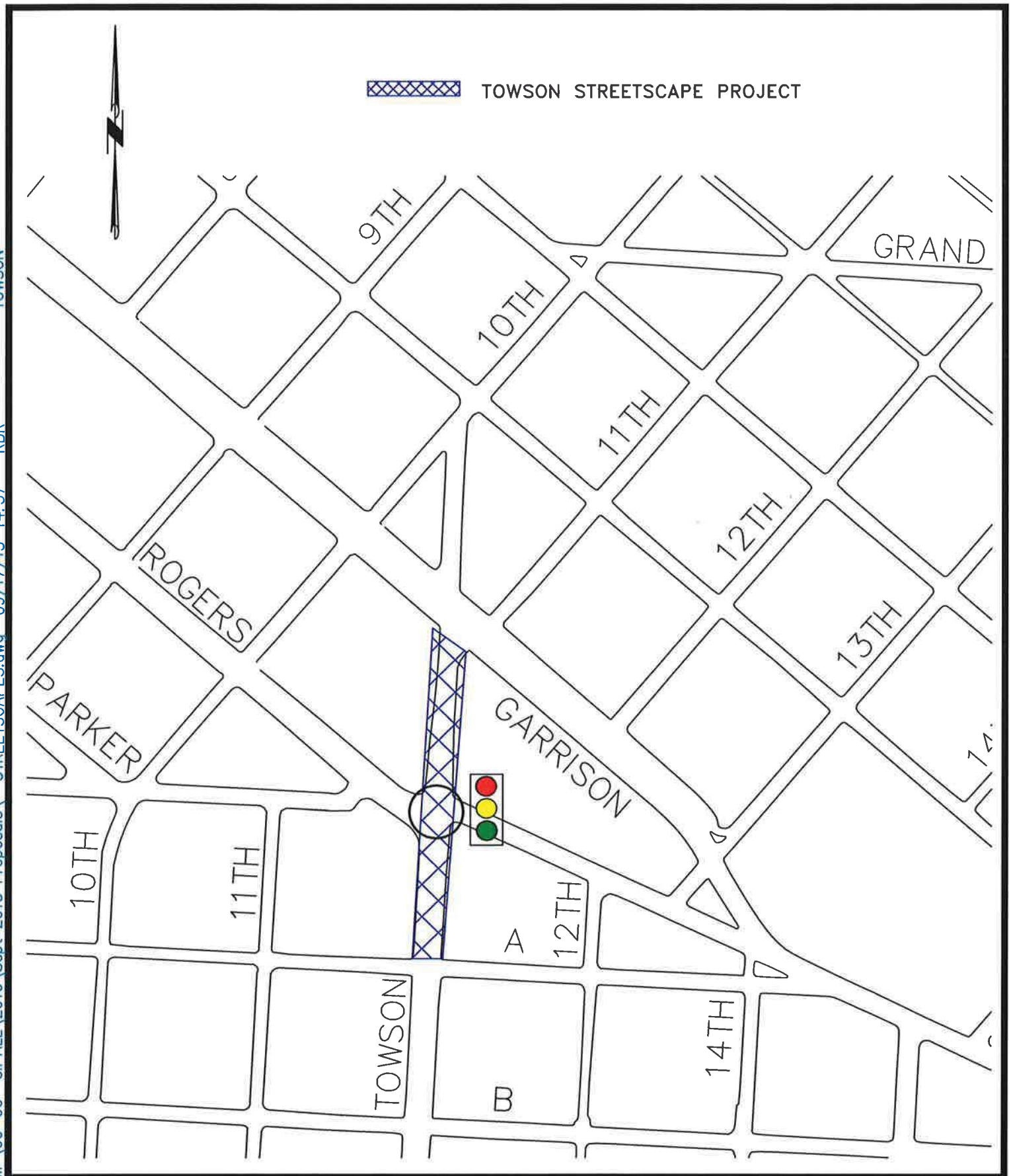

TOWSON STREETSCAPE

FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 25

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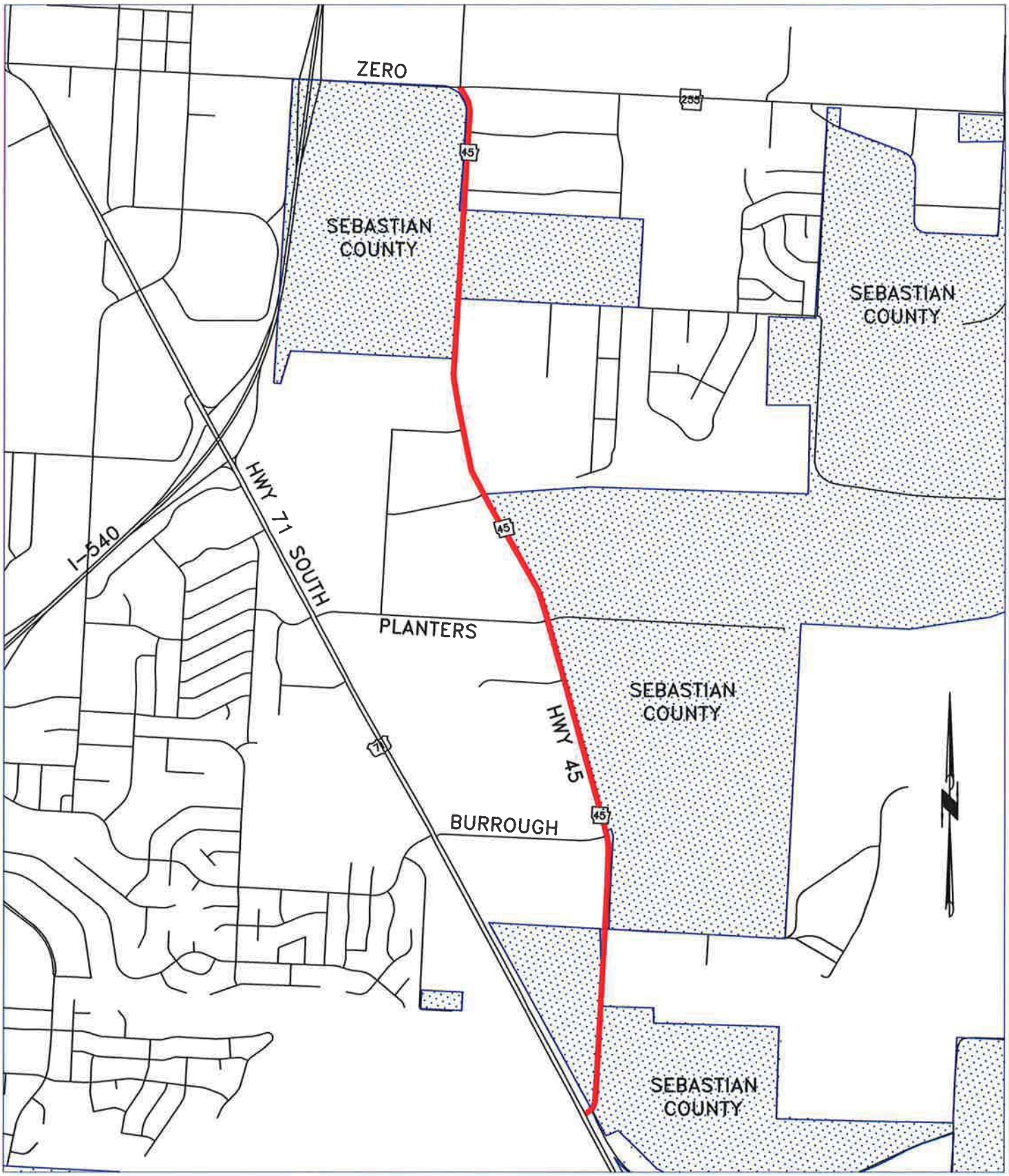

2016 CAPITAL IMPROVEMENTS PROGRAM

ARKANSAS HWY 45

The City of Fort Smith ARKANSAS

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 26

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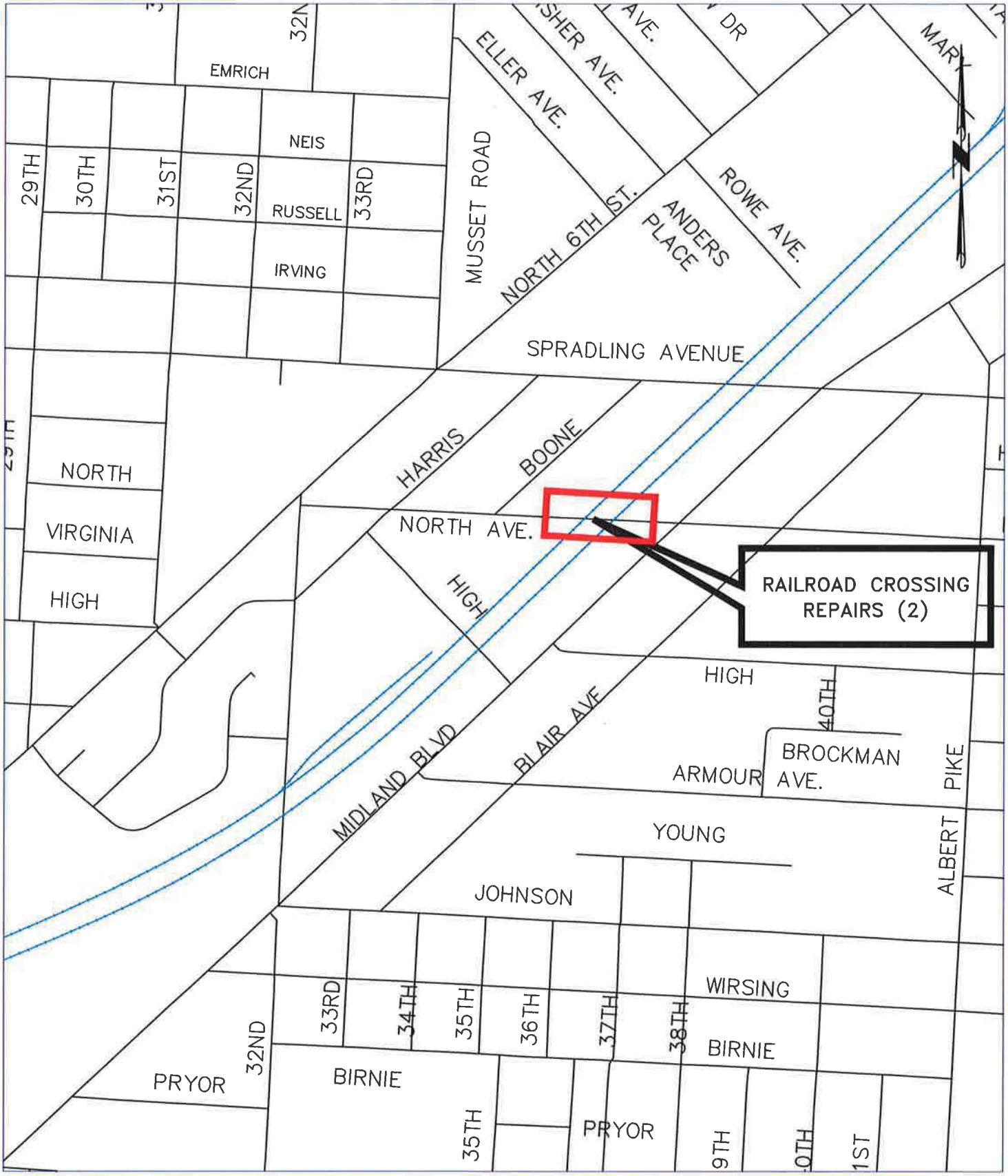

2016 CAPITAL IMPROVEMENTS PROGRAM
RAILROAD CROSSING IMPROVEMENTS

The City of Fort Smith Arkansas

Project:	
Date:	SEPT. 2015
Scale:	NONE
Drawn By:	RBR PAGE: 27

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3

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE I, OF THE FORT SMITH MUNICIPAL CODE TO ADD SECTION 10-5, AUTHORIZING THE FORT SMITH FIRE DEPARTMENT TO PROVIDE FIREFIGHTING MACHINERY AND EQUIPMENT, WITH THE NECESSARY FIREFIGHTERS TO OPERATE IT, TO COMBAT FIRES BEYOND THE CORPORATE LIMITS OF THE CITY

WHEREAS, in order to prevent the destruction by fire of property located outside the corporate limits of the City of Fort Smith and in order to lessen the loss caused on account of insufficient means to combat fires and as a protection against such loss, the City of Fort Smith, pursuant to A.C.A. § 14-53-102, may authorize the use of the City's firefighting machinery and equipment, with the necessary firefighters to operate it, to combat fires beyond the corporate limits of the City, the City does hereby provide as follows:

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

Section 1: The Fort Smith Municipal Code is hereby amended to add Section 10-5 to Chapter 10, Article I:

> Section 10-5. The fire department may provide firefighting machinery and equipment, with the necessary firefighters to operate it, to combat fires beyond the corporate limits of the city, pursuant to the terms, conditions, and restrictions of any firefighting contract or mutual aid agreement approved by the board of directors.

Section 2: Emergency Clause. In order to prevent the destruction by fire of property located outside the corporate limits of the City of Fort Smith and in order to lessen the loss Caused on account of insufficient means to combat fires and as a protection against such loss, an emergency is hereby declared to exist. Therefore, this Ordinance shall be in full force and effect upon and after the date of passage.

PASSED AND APPROVED THIS _____DAY OF _____, 2015.

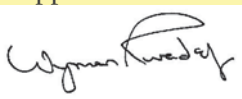
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney
Publish 1 Time

The City of Fort Smith ARKANSAS

FORT SMITH FIRE DEPARTMENT

200 NORTH FIFTH STREET
FORT SMITH, ARKANSAS 72901
479-783-4052 • FAX: 479-783-5338

Mike Richards
Fire Chief

Memo

To: Jeff Dingman, Acting City Administrator
From: Mike Richards, Fire Chief MR
Date: October 13, 2015
Re: Firefighting Assistance by Contract

At the request of the Fort Smith Board of Directors, the City's Fire Department and Finance Department, with the help of the City Attorney, has developed an ordinance and a contract template to authorize firefighting assistance to businesses located outside the corporate city limits of Fort Smith. The details of this proposal was discussed at the September 22, 2015, Study Session.

The proposed ordinance is required by Arkansas Code A.C.A. § 14-53-102 to authorize the use of the City's firefighting machinery and equipment, with the necessary firefighters to operate it, to combat fires beyond the corporate limits of the City.

The proposed contract template will provide all current and future firefighting assistance contract customers a clear understanding of the basis of the contract fee and what services they can expect for that fee. It will also provide a fair and equitable formula similar to what property owners within the corporate City limits of Fort Smith pay for the same services. The Board does not have to take action on the proposed contract template. However, the Board will have to approve each and every contract request by resolution. A copy of the contract template is attached for the Board's review (Attachment 1).

The fee structure would be exactly as presented at the September 22, 2015 Study Session. The fee will be equal to the proportional cost that any business (or any other property classification) within the City would pay for the same services (with the exception of the City's franchise fees and sales tax which are not included in this proposal). For example, the City's property tax assessment for General Fund use is 5.0 mills for the real estate and personal property values within the city limits. 100% of the fire department's funding comes from the General Fund. In 2015, the fire department's appropriation (in percentages) from the General Fund is 28%. Therefore, the formula will be based on each business' real estate and personal property values (as established by the Sebastian County Assessor) times 28% of 5 mills (.005 x 28%) equals the contract fee charged for one (1) year. The fee would then be revalued each following year based on the above formula and managed completely by the City's Finance Department. We have attached a spreadsheet showing what the approximate financial impact would be to each business that currently has a firefighting assistance contract with the City (Attachment 2).

An amount equal to the City's 1 mill tax assessment for fire pensions also be added to the above fee. This would be no different than all other real estate and personal property tax paid by those within the City limits of Fort Smith and will be a dedicated revenue to the LOPFI Contribution Fund.

Also, at the request of the Mayor and the Board, the proposed contract change in fee structure for current contract customers, both the increases and decreases, will be phased in over the next three (3) years. All new firefighting assistance contract requests will be charged the base contract fee.

The Fire Department recommends approval of this ordinance. Please let me know if you have any questions.

cc: Jennifer Walker, Finance Director

Attachments: (2)

CONTRACT FOR FIREFIGHTING ASSISTANCE
ON AN ANNUAL BASIS

WITNESS this Agreement executed this ___ day of _____, 20___, by and between _____, a Corporation, with reference to the following described property located outside of the corporate limits of the City of Fort Smith, Arkansas, to wit:

Street No.	**Street or Avenue**	**Legal Description**

and the City of Fort Smith, Arkansas, acting by and through its Mayor, after resolution duly passed by the Board of Directors of the City:

1. In consideration of the payment of the sums set forth herein, the City of Fort Smith agrees to provide firefighting machinery and equipment, with the necessary firefighters to operate it, to combat fires at the above-described location; provided, however, that this contract shall be subject to the City's recognized superior and paramount right of refusal to respond or to limit its response to any call or fire alarm at such location if responding would endanger the lives or property of citizens of the City, in the sole judgment of the Chief of the Fort Smith Fire Department or his/her designee or in the sole judgment of the City Administrator of the City of Fort Smith. In exchange for such service, _____ agrees to pay to the City an annual sum equal to the proportional cost of real and personal property tax that any business (or any other property classification) within the City would pay for the same services. (This "proportional cost" is derived from the percentage of the general fund revenue appropriated to the Fort Smith Fire Department in that given year.) For example, the annual fee

for such firefighting services shall be a sum based on the millage assessed on the business' real estate and personal property values (established by the Sebastian County Tax Assessor) times the proportional cost for firefighting services available to businesses within the City, which proportional cost figure is currently twenty-eight percent (28%) (e.g., twenty-eight percent of five mills (.005 x 28%)). The annual fee will be recalculated each year, beginning August 15, 2016, and thereafter on or before the 15th day of each August for the duration of this Agreement; the effective date of any changes in the annual fee shall be the first of January of the following year. In addition to the aforementioned annual sum, an amount equal to the City's one mill tax assessment for fire pensions shall be added to the annual firefighting fee – this sum shall be dedicated and paid into the Arkansas Local Police and Fire Retirement System (LOPFI) Contribution Fund. Using the aforementioned formula for determining the annual fee, the parties recognize the possibility of an increase or a decrease of that annual payment during the years 2016 and 2017 (either based on changes in appraised real estate or personal property values or based on changes in the percentage of proportional cost of providing firefighting services within the City) – in such event, the increase or the decrease for those years shall only be one-third of that increase or decrease for the respective year, with full implementation of the formula to be in effect for the contract year beginning January 1, 2018. _____ agrees to pay to the City the annual contract sum, payable in advance, in equal monthly installments. The payments are to be made through the City's Finance Department.

2. _____ agrees that the Fort Smith City Fire Marshal, Fire Chief and other public safety officials may, at reasonable times, enter upon and inspect all portions of the above described premises and make recommendations for the elimination of fire hazards, the compliance with all such recommendations to be a

condition of the future furnishing of firefighting equipment and personnel by the City; furthermore, _____ agrees to provide full information to the City Administrator and to the City Fire Chief regarding the location of all water hydrants and connections for its sprinkling systems, if any, or other firefighting apparatus which may, from time to time, be available to the property.

3. Either party may terminate this Agreement on thirty (30) days' written notice to the other. In the event that the City exercises its right to terminate this Agreement, the City shall repay a pro rata portion of the annual fee agreement paid in advance by _____. In the event that _____ terminates this Agreement, there shall be no refund of the fees already paid. Any notices required under this Agreement shall be sent to the following:

To the Corporation:	To the City:
_____	City of Fort Smith, Arkansas
_____	City Administrator
_____	P.O. Box 1908
_____	Fort Smith, AR 72902

4. _____ may assign this Agreement to another party that becomes the tenant or owner of the above described real property after providing at least fourteen (14) days' prior written notice to the City Administrator. However, the City Administrator shall have the absolute right to disapprove the assignment and/or to cancel this Agreement.

5. _____ recognizes and acknowledges that the City of Fort Smith and its employees are, pursuant to A.C.A. § 21-9-301, immune from liability and from suit for damages, except to the extent that they may be covered by liability insurance. Furthermore, the parties intend this Agreement to be for their sole benefit and do not

confer any benefit, right, or remedy upon any person or entity other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first set forth above.

City of Fort Smith, Arkansas

By: _____
Mayor

Attest:

_____
City Clerk

_____ Corporation

By: _____
[Name]
[Title]

Estimated Impact of Proposed Firefighting Assistance by Contract Fees for Businesses Located Outside of the Fort Smith City Limits

Owner's Name	Assessed Value			Proposed Contract Fees	Current Contract Fees	Difference Over (Under)
Zero Mountain, Inc.	$ 289,005.00					
	$ 2,228,245.00					
	$ 2,517,250.00	0.005	0.28	$ 3,524.15		
		0.001		$ 2,517.25		
				$ 6,041.40	**$ 12,000.00**	**$ (5,958.60)**
Southpark Properties, Inc. (Formerly Bremner that Zero Mountain aquired)	$ 711,410.00	0.005	0.28	**$ 995.97**	**$ 12,000.00**	
		0.001		**$ 711.41**		
Zero Mountain Total				**$ 7,748.78**		**$ (16,251.22)**
Rheem	$ 6,396,680.00					
	$ 2,679,570.00					
	$ 9,076,250.00	0.005	0.28	$ 12,706.75		
		0.001		$ 9,076.25		
				$ 21,783.00	**$ 11,700.00**	**$ 10,083.00**
Harry G. Barr	$ 366,665.00					
	$ 217,090.00					
	$ 583,755.00	0.005	0.28	$ 817.26		
		0.001		$ 583.76		
				$ 1,401.01	**$ 535.00**	**$ 866.01**
Gerdau Macsteel, Inc.	$ 9,780,570.00					
	$ 46,400.00					
	$ 8,890,785.00					
	$ 46,400.00					
	$ 18,764,155.00	0.005	0.28	$ 26,269.82		
		0.001		$ 18,764.16		
				$ 45,033.97	**$ 12,000.00**	**$ 33,033.97**

Estimated Impact of Proposed Firefighting Assistance by Contract Fees for Businesses Located Outside of the Fort Smith City Limits

Owner's Name	Assessed Value			Proposed Contract Fees	Current Contract Fees	Difference Over (Under)
Weatherford US LP	$ 256,985.00	0.005	0.28	**$ 359.78**	**$ 79.80**	
		0.001		**$ 256.99**		
				$ 616.77		**$ 536.97**
Hogback Exploration	$ 1,410.00					
	$ 700.00					
	$ 4,315.00					
	$ 103,550.00					
	$ 109,975.00	0.005	0.28	$ 153.97		
		0.001		$ 109.98		
				$ 263.94	**$ 97.46**	**$ 166.48**
Owens Corning	$ 1,974,210.00					
	$ 728,070.00					
	$ 2,702,280.00	0.005	0.28	$ 3,783.19		
		0.001		$ 2,702.28		
				$ 6,485.47	**$ 12,000.00**	**$ (5,514.53)**
Wal-Mart Properties, Inc.	$ 843,250.00	0.005	0.28	$ 1,180.55		
		0.001		$ 843.25		
				$ 2,023.80	**$ 12,000.00**	**$ (9,976.20)**
Total				**$ 85,356.75**	**$ 72,412.26**	**$ 12,944.49**

RESOLUTION NO._____

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PRE-ANNEXATION AGREEMENT FOR THE MIDDLETON FARMS SUBDIVISION WITH RICHARD GRIFFIN, BRADLEY KIDDER, BENNIE WESTPHAL AND PATSY BATEMAN

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, that the Mayor and the City Clerk are hereby authorized to execute amendment no. 1 to the Middleton Farms Subdivision pre-annexation agreement with Richard Griffin, Bradley Kidder, Bennie Westphal and Patsy Bateman substantially in the form attached hereto.

THIS RESOLUTION APPROVED THIS_____DAY OF_____, 2015.

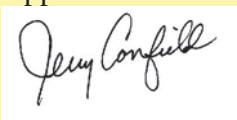
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
No Publication Required

Memorandum

To: Jeff Dingman, Acting City Administrator
From: Wally Bailey, Director of Development Services
Date: October 15, 2015
Subject: Proposed Amendment to the Middleton Farms Pre-annexation Agreement

We are in receipt of a request to amend the pre-annexation agreement for the Middleton Farms Subdivision, from Patrick J. Mickle, P.E., agent for the owners and developers of the Middleton Farm. A copy of the letter with attachments is enclosed.

In 2011, the 320 acres of the Middleton Farms area was annexed into the City of Fort Smith. There were numerous development related issues that were incorporated into a pre-annexation agreement that was approved by the Board of Directors on February 15, 2011 (*Resolution No. R- 27-11).* A copy of the Resolution and the pre-annexation agreement is enclosed.

An issue within the pre-annexation agreement concerned improvements to the existing Rye Hill Road-Howard Hill Road intersection. Both parties (City and Middleton) agreed to a financial participation and allocation for the intersection improvements. One of the triggers that would initiate the intersection improvements is the platting of any property south of Howard Hill Road.

Mr. Mickle indicates in his request their original master plan *(see exhibit A to Mr. Mickle's letter*) was to develop the project in phases of 60, 80, or 100 lots and that with this number of lots the additional traffic would have an immediate effect on the intersection. However, the master plan for the development of Middleton Farms has changed. The new master plan (*see exhibit B to Mr. Mickle's letter*) shows 14 estate size lots that front Howard Hill Road.

Mr. Mickle states that the traffic demand of 14-17 estate size lots on Howard Hill Road will have little effect on the intersection when compared to a 60 to 100 lots phase of the development. The Planning and Engineering Departments agree with the statement concerning the fact that the 14-17 estate size lots will have little impact on the intersection.

The request is to amend the agreement to allow up to 17 lots south of Howard Hill Road before the requirement to make the intersection improvements is initiated. I have included a draft of the proposed amendment 1 to the pre-annexation agreement. The proposed amendment is in legislative format showing the proposed changes.

The traffic issue was discussed during the planning commission meetings and questioned by residents in the area. We sent letters to property owners within 300 feet advising them of the request and the scheduled Board meeting to discuss this item.

Please contact me if you have any questions.

Pre-Annexation Agreement Regarding Middleton Farm Subdivision

Amendment No. 1

_____day of August, 2015

Paragraph 2, a, *Schedule of Improvements* is hereby amended as follows:

Schedule of Improvements

The City will budget and fund the work by the earlier of the following two events: a) within 1 year following the platting of ~~the first~~ lots ~~of the development~~ south of Howard Hill Road but not including the seventeen (17) estate size lots fronting Howard Hill Road; or b) within 1 year after the developer makes a written request to fund. Construction of the improvements should begin no later than 18 months after being budged by the City. If said improvements are not budgeted within the one year time frame described above and the construction has not begun within the 18 months after being budged, the developer shall be released from the financial responsibility of cost sharing for the construction of the intersection improvements.

If the developer has not made a request to fund the improvements or the development of the subdivision is delayed and the platting of additional lots south of Howard Hill Road has not been accomplished by December 31, 2020, Middleton Farm or the City may withdraw all obligations set forth in section 2a.

MICKLE
WAGNER
COLEMAN
ENGINEERS-SURVEYORS

Patrick J. Mickle, P.E.
Neal B. Wagner, PLS
Randell C. Coleman, P.E.
Andrew J. Dibble, P.E.

September 21, 2015

Mr. Wally Bailey
City of Fort Smith
Planning Department
P.O. Box 1908
Fort Smith, Arkansas 72902

Re: Middleton Estates
Intersection Improvements

Dear Wally:

In the spring of 2011, the 320 acres of Middleton Farms area was annexed into the City of Fort Smith. The property is generally south of Howard Hill Road and bisected by Rye Hill Road South. It was annexed with the intention of developing the area into a residential community which ultimately would have 800 lots. The first step of that process occurred in 2014 with the platting of the northwest 13 acres, which is the only portion of the 320 acres north of Howard Hill Road, into 36 single family lots.

In April of this year, the Planning Commission reviewed a preliminary plat of the second area proposed for development, to be called Middleton Estates. The 48 acre area is south of Howard Hill Road and east of Rye Hill Road. It is planned as fourteen (14) estate sized lots, each lot being about 3 acres. The Planning Commission approved the plan at their April, 2015 meeting.

As part of the annexation process, the City and developer entered into a Pre-Annexation Agreement. One of the items covered in the agreement is improvement of the existing Rye Hill Road – Howard Hill Road intersection. Both parties agreed to financial participation in the described improvements, and the agreement describes the allocation of these costs between the parties. The agreement also describes the events which trigger the proposed intersection improvements process. One of the triggers is the platting of any property south of Howard Hill Road.

The previously developed area, The Borough at Middleton Farms, did not start the process as all of that property was north of Howard Hill Road. The current proposed development, Middleton Estates, however is south of Howard Hill Road.

By form of this letter, we ask the City consider amending the trigger in the agreement, allowing the platting of up to 17 lots south of Howard Hill Road before the

MICKLE WAGNER COLEMAN, INC.
3434 Country Club Avenue 72903 • P O Box 1507 72902 • Fort Smith, Arkansas • (479) 649-8484 • Fax (479) 649-8486
info@mwc-engr.com

intersection improvement process begins. The Middleton Farms master plan anticipates over 800 lots in this project. We thought we would be developing this project in phases containing 60, 80, or 100 lots at a time. With this number of lots, the additional traffic would immediately place additional burden on the intersection, and thus the improvements timing should begin immediately. With 14 to 17 lots, this initial additional demand is reduced by 70 to 80%. Traffic volumes, especially the north-south movement along Rye Hill Road, are not expected to be noticeably different. Traffic volume may actually be decreasing significantly due to the opening of I-549. As you are aware a significant amount of traffic uses Rye Hill Road as a shortcut between Greenwood and Chaffee Crossing and east Fort Smith. I-549 will provide a safer and quicker alternate.

Development of this area has not occurred as quickly as hoped. Although the development has been slow in starting, we still feel that it will happen. We also feel that our participation as outlined in the agreement is fair. We just ask that the triggering event be delayed until the demand for lots increases, and we begin a more substantial development.

Your consideration is appreciated.

Sincerely,

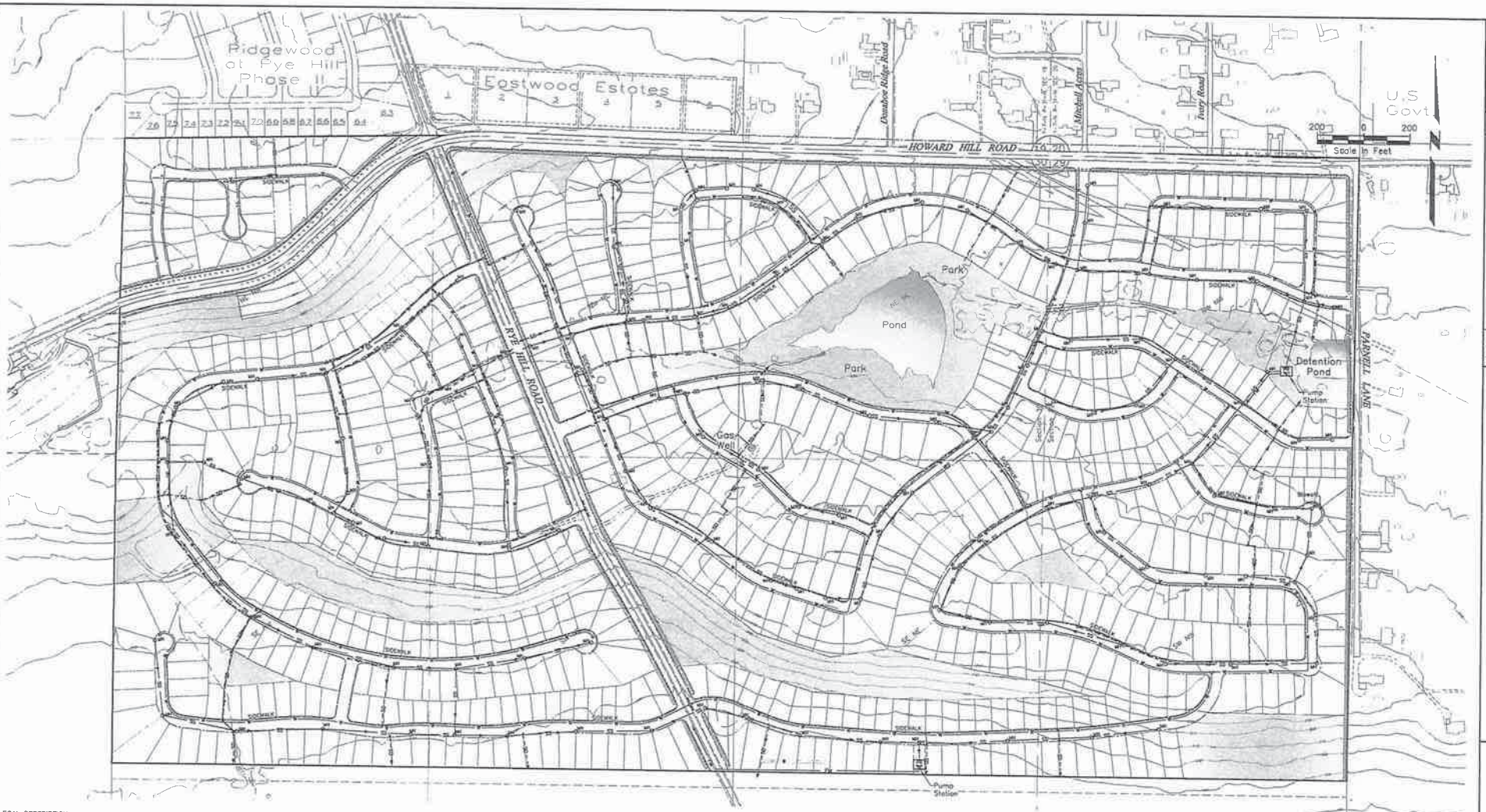
Patrick J. Mickle, P.E.

PJM/rlb

cc: Richard Griffin

f:\doc\letters\middleton estates – wally bailey – annex agree amend req-9-21-15

EXHIBIT A



LEGAL DESCRIPTION

Government Lot 1 of the Northwest Quarter, and the Northeast Quarter of Section 30, the Northwest Quarter of the Northwest Quarter, and the Southwest Quarter of the Northwest Quarter of Section 29, all in Township 7 North, Range 31 West, Sebastian County, Arkansas, being more particularly described as follows:

Beginning at the Northwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 30, said point being marked with an existing mag nail; Thence along the North line of said Northwest Quarter of the Northeast Quarter, S86°08'44"E, 1329.23 feet to the Northeast Corner of said Northwest Quarter of the Northeast Quarter, said point being marked with an existing mag nail; Thence along the North line of the Northeast Quarter of the Northeast Quarter S86°41'44"E, 1321.55 feet to the Northeast Corner of said Northeast Quarter of the Northeast Quarter and a set ½" rebar with cap stamped MWC 1369; Thence along the North line of said Northwest Quarter of the Northwest Quarter of Section 29, S86°44'04"E, 1325.07 feet to the Northeast Corner of said Northwest Quarter of the Northwest Quarter, said point being marked with an existing Fort Chaffee monument; Thence along the East line of said Northwest Quarter of the Northwest Quarter, S03°34'55"W, 1343.45 feet to the Southeast Corner of said Northwest Quarter of the Northwest Quarter, said point being marked with an existing ½" rebar with cap stamped PLS 147; Thence along the East line of said Southwest Quarter of the Northwest Quarter, S03°12'38"W, 1322.70 feet to the Southeast Corner of said Southwest Quarter of the Northwest Quarter, said point being marked with an existing ½" rebar with cap stamped PLS 1272; Thence along the South line of said Southwest Quarter of the Northwest Quarter, N87°13'02"W, 1326.33 feet to the Southwest Corner of said Southwest Quarter of the Northwest Quarter and a set ½" rebar with cap stamped MWC 1369; Thence along the South lines of the Southeast Quarter of the Northeast Quarter of said Section 30, the Southwest Quarter of the Northeast Quarter of said Section 30, and said Lot 1 of the Northwest Quarter of said Section 30, N87°07'50"W, 3975.99 feet to the Southwest Corner of said Lot 1, said point being marked with an existing railroad tie fence post; Thence along the West line of said Lot 1 of the Northwest Quarter, N03°03'47"E, 1319.95 feet to an existing ½" iron pin; Thence continuing along said West line, N03°47'06"E, 1363.07 feet to the Northwest corner of said Lot 1, said point being marked with an existing ½" iron pin; Thence along the North line of said Lot 1, S88°18'29"E, 1307.33 feet to an existing mag nail; Thence S88°18'29"E, 18.01 feet to the Point of Beginning, containing 327.2 acres, more or less.

Middleton Farms Master Plan Engineering

LEGEND

= LANDSCAPE BUFFER

= GREEN SPACE

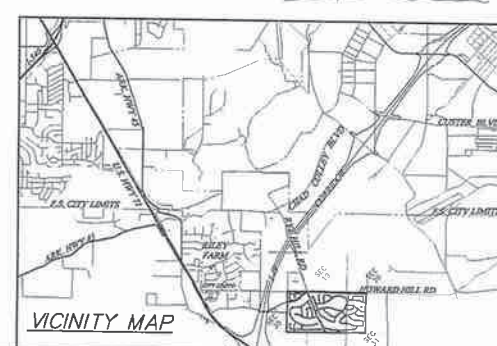
= WATER-POND

= SIDEWALK

Master Plan

Water, Sanitary Sewer, & Storm Drainage

MIDDLETON FARMS



VICINITY MAP

MICKLE WAGNER COLEMAN

Engineers-Consultants-Surveyors
3434 Country Club Ave.
P.O. Box 1507
Fort Smith, Arkansas
(479) 649-8484
Fax: (479) 649-8486
info@mwc-engr.com

MASTER PLAN

MIDDLETON FARMS

PART OF SECTIONS 29 & 30, T-7-N, R-31-W

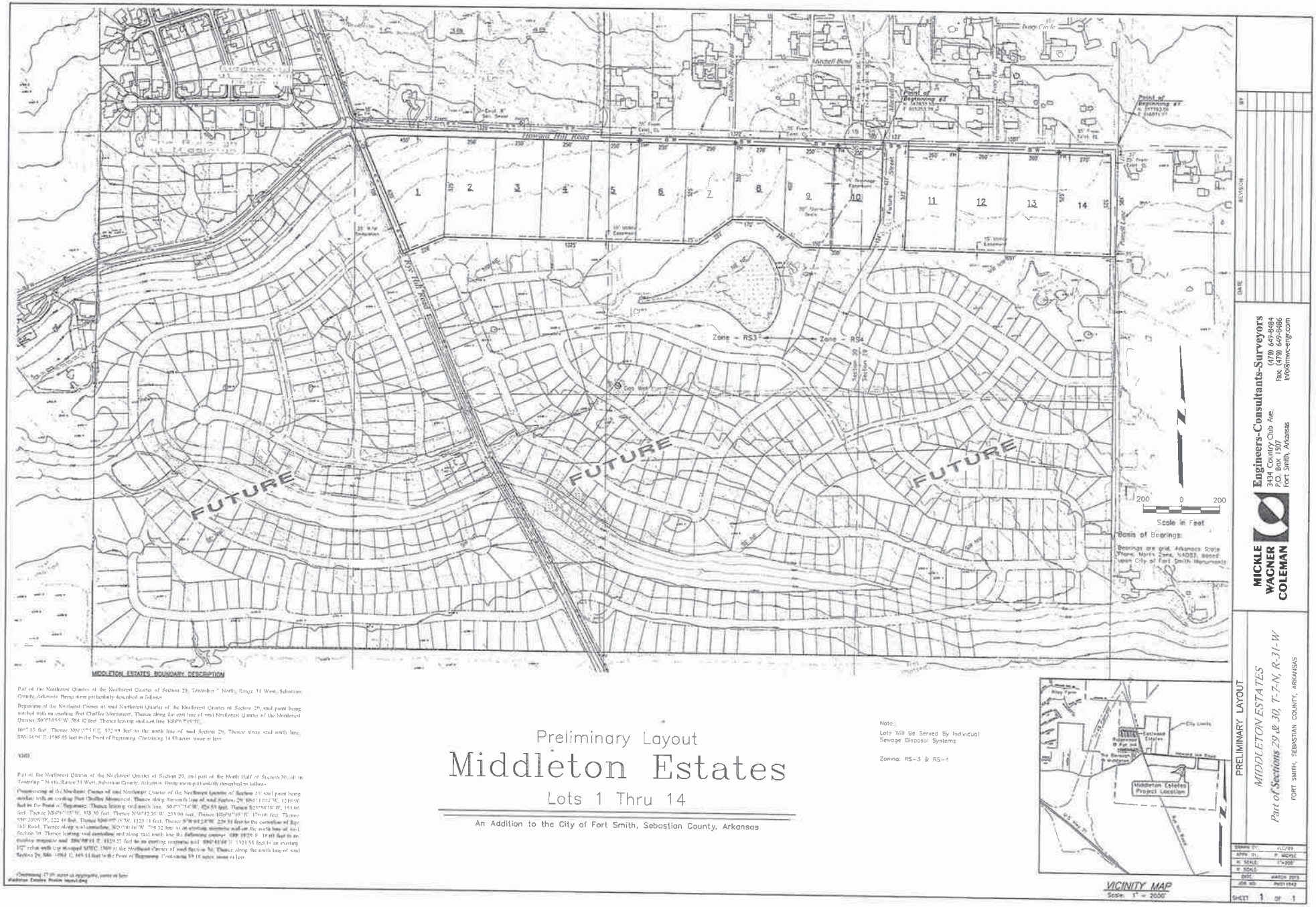
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS

DRAWN BY:	J. ROLEN
APPV. BY:	B. ALDRIDGE
H. SCALE:	1"=200'
V. SCALE:	N/A
DATE:	JULY 2010
JOB NO:	PWO 11183

SHEET 1 OF 1

DEC 15 2010

EXHIBIT B



Howard Hill Road
Ryc Hill Road
Mitchell Bend
Ivory Circle
Point of Beginning #2
Point of Beginning #1
1
2
3
4
5
6
7
8
9
10
11
12
13
14
Zone - RS3
Zone - RS4
FUTURE
FUTURE
FUTURE
200 0 200
Scale in Feet
Basis of Bearings:
Bearings are grid, Arkansas State Plane, North Zone, NAD83, based upon City of Fort Smith Monuments
MIDDLETON ESTATES BOUNDARY DESCRIPTION
Part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 7 North, Range 31 West, Sebastian County, Arkansas. Being more particularly described as follows:
Beginning at the Northeast Corner of said Northwest Quarter of the Northwest Quarter of Section 29, said point being marked with an existing Fort Chaffee Monument. Thence along the east line of said Northwest Quarter of the Northwest Quarter, S03°14'55"W, 564.42 feet. Thence leaving said east line N86°07'15"W,
1087.15 feet. Thence N04°37'51"E, 572.98 feet to the north line of said Section 29. Thence along said north line, S86°34'04"E, 1086.65 feet to the Point of Beginning. Containing 14.50 acres, more or less.
AND
Part of the Northwest Quarter of the Northwest Quarter of Section 29, and part of the North Half of Section 30, all in Township 7 North, Range 31 West, Sebastian County, Arkansas. Being more particularly described as follows:
Commencing at the Northeast Corner of said Northwest Quarter of the Northwest Quarter of Section 29, said point being marked with an existing Fort Chaffee Monument. Thence along the north line of said Section 29, S86°11'04"W, 1219.96 feet to the Point of Beginning. Thence leaving said north line, S04°37'54"W, 426.53 feet. Thence S23°34'38"W, 153.06 feet. Thence N86°07'15"W, 358.39 feet. Thence N50°42'36"W, 253.00 feet. Thence N86°07'15"W, 170.00 feet. Thence S56°39'06"W, 222.48 feet. Thence S86°07'15"W, 1325.11 feet. Thence S76°01'24"W, 229.51 feet to the centerline of Ryc Hill Road. Thence along said centerline, N20°00'46"W, 709.32 feet to an existing monument and on the north line of said Section 30. Thence leaving said centerline and along said north line the following courses: S89°19'29"E, 18.00 feet to an existing monument and S86°08'11"E, 1320.22 feet to an existing monument and S86°11'04"E, 1321.55 feet to an existing 1/2" rebar with cap stamped MTC 1369 at the Northeast Corner of said Section 30. Thence along the north line of said Section 29, S86°11'04"E, 805.11 feet to the Point of Beginning. Containing 57.18 acres, more or less.
Preliminary Layout
Middleton Estates
Lots 1 Thru 14
An Addition to the City of Fort Smith, Sebastian County, Arkansas
Note:
Lots Will Be Served By Individual Sewage Disposal Systems
Zoning: RS-3 & RS-4
Middleton Estates Project Location
VICINITY MAP
Scale: 1" = 2000'
MICKLE WAGNER COLEMAN
Engineers-Consultants-Surveyors
3434 Country Club Ave.
P.O. Box 1507
Fort Smith, Arkansas
(479) 649-8484
Fax: (479) 649-8486
info@mwc-engr.com
PRELIMINARY LAYOUT
MIDDLETON ESTATES
Part of Sections 29 & 30, T-7-N, R-31-W
FORT SMITH, SEBASTIAN COUNTY, ARKANSAS
SHEET 1 OF 1

October 12, 2015

Dear Property Owner:

This letter is to inform you that Pat Mickle, on behalf of the developers of Middleton Farms, has requested that the Fort Smith Board of Directors consider amending an agreement between the developer and the City of Fort Smith regarding improvements to the Howard Hill Road and Rye Hill Road intersection. In February 2011, 320 acres were annexed into the Fort Smith city limits for the development of Middleton Farms. (See Exhibit A). The property was annexed with the developer's intent on developing the area into a residential community with approximately 800 lots. The first phase was initiated in 2014 consisting of 36 single-family lots northwest of the intersection of Howard Hill Road and Rye Hill Road intersection.

In April of this year, the Planning Commission approved a preliminary plat for 14 estate size lots (each lot approximately 3 acres) on the south side of Howard Hill Road and east of Rye Hill Road (see Exhibit B). As part of the annexation process, the developers agreed to participate financially in intersection improvements to the Howard Hill Road and Rye Hill Road intersection. The agreement requires the developer's financial participation in the intersection improvements to occur within one year of platting lots south of Howard Hill Road.

The developer's initial plan was to develop Middleton Farms in phases consisting of 60-100 lots at a time, which would place additional burden on the intersection. With the recently approved preliminary plat of 14 estate size lots, the developer indicates that the initial demand on the intersection will be reduced by 70-80% than what was originally anticipated with the first phase of 60-100 lots. As a result, the developer is requesting the Board of Directors to consider delaying the developer's schedule for participation in the intersection improvements until the demand for lots increase and a more substantial development is proposed.

The Board of Directors will consider the developer's request during their regularly scheduled meeting on Tuesday, October 20, 6:00 p.m., at the Fort Smith School Service Center – Building B, 3205 Jenny Lind Road.

If you have any questions regarding this matter, please contact the Fort Smith Planning Department at 479-784-2216.

Sincerely,

Wally Bailey
Director of Development Services

Enc.

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

Rose Ann & Kerhlikar Vodisek
9305 Howard Hill Road
Fort Smith, AR 72916

Richard Borengasser
12219 Mitchell Road
Fort Smith, AR 72916

Virgil & Christopher Wald
12306 Ivory Place
Fort Smith, AR 72916

William Clark
9319 Howard Hill Road
Fort Smith, AR 72916

Lonnid & Tammy Gobin
12308 Mitchell Bend
Fort Smith, AR 72916

Wally & Denise Bailey
12218 Mitchell Bend
Fort Smith, AR 72916

Jeffery & Bettie Creel
9211 Howard Hill Road
Fort Smith, AR 72916

LDPJ, LLC
P. O. Box 180115
Fort Smith, AR 72918

Paul R. & Connie Post
9115 Howard Hill Road
Fort Smith, AR 72916

Glenda Faye Richmond
12217 Ivory Place
Fort Smith, AR 72916

Josh & Megan Sullivan
12303 Ivory Place
Fort Smith, AR 72916

Daniel & Danielle Jewell
12309 Sycamore Street
Fort Smith, AR 72916

Richard & Carrie Nethers
8132 Big Oak Drive
Fort Smith, AR 72916

Robert & Lucia Turner
12323 Sycamore Street
Fort Smith, AR 72916

Kym Peterson
12315 Sycamore Street
Fort Smith, AR 72916

Melissa Mundai Sartin
9407 Howard Hill Road
Fort Smith, AR 72916

Donald Crockett
9514 Howard Hill Road
Fort Smith, AR 72916

Paul Cotta
3523 Tree Line Drive
Alma, AR 72921

Haag Family Trust
c/o Regions Bank
723 Garrison Avenue
Fort Smith, AR 72901

Carolyn Sue Parnell
13020 Parnell Lane
Fort Smith, AR 72916

Richard Griffin
P. O. Box 2207
Fort Smith, AR 72902

Matthew White
8919 Howard Hill Road
Fort Smith, AR 72916

Don & Emma Lavon Family Trust
9009 Howard Hill Road
Fort Smith, AR 72916

Robert Bell
9101 Howard Hill Road
Fort Smith, AR 72916

Leslie & Janet Barker
8813 Howard Hill Road
Fort Smith, AR 72916

Terence Dale Layne
8723 Howard Hill Road
Fort Smith, AR 72916

A.W. & Jackie Mitchael Trust
8719 Howard Hill Road
Fort Smith, AR 72916

Bransen Harris Properties, LLC
P. O. Box 113
Alma, AR 72921

Jimmy & Beverly Didier
12110 Hwy. 71 South-Suite B
Fort Smith, AR 72916

John & Karen Przybysz
4200 Jenny Lind Road
Fort Smith, AR 72901

Kendall & Kathie Wagner
8331 Howard Hill Road
Fort Smith, AR 72916

Planning

1A.

RESOLUTION NO. R-27-11

A RESOLUTION APPROVING A PRE-ANNEXATION AGREEMENT WITH RICHARD GRIFFIN, BRADLEY KIDDER, BENNIE WESTPHAL AND PATSY BATEMAN FOR THE MIDDLETON FARMS SUBDIVISION

BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas, that the Mayor and the City Clerk are hereby authorized to execute a pre-annexation agreement with Richard Griffin, Bradley Kidder, Bennie Westphal and Patsy Bateman for the Middleton Farms Subdivision.

THIS RESOLUTION APPROVED THIS 15th DAY OF FEBRUARY, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:

City Attorney

No publication required

R-27-11

Pre-Annexation Agreement Regarding Middleton Farm Subdivision

This Agreement made and entered into this 29th day of March, 2011, by and between Richard Griffin, Bradley Kidder, Bennie Westphal and Patsy Bateman, their successors or assigns, hereinafter referred to as "Middleton Farm", and the City of Fort Smith, Arkansas hereinafter referred to as the "City".

In exchange for the mutual covenants set forth herein, which the parties acknowledge to be good and sufficient consideration for the commitments made by this Agreement, the parties agree as follows:

1) The real properties to which this Pre-Annexation Agreement applies are referred to herein as the "Subject Property." The subject property is depicted on the map attached as Exhibit "A" and is described by the real property legal description attached as Exhibit "B".

2) Middleton Farm proposes the annexation of the Subject Property by the City of Fort Smith and the development of the Subject Property as indicated herein. Middleton Farm has petitioned Sebastian County seeking authority to annex the Subject Property to the City of Fort Smith and has received approval by Sebastian County, Exhibit "C". Middleton Farm and the City shall agree to perform the hereinafter described activities regarding the development of the Subject Property in the event that the City annex's the Subject Property into the City of Fort Smith.

   a) Howard Hill Road/Rye Hill Road Intersection Improvements.

      General
      Middleton Farm and the City agree to participate in funding street improvements for the Howard Hill Road and Rye Hill Road intersection as outlined below. The improvements will consist of widening Howard Hill Road and Rye Hill Road to three lanes and includes design, survey, drainage installations, utility relocations, sidewalks, and related construction to provide a facility in accordance with the City's Standard Specifications and Drawings for Public Works Construction. The scope of improvements, schedule, and cost sharing arrangements are further defined in this section 2a.

      Middleton Farm will dedicate to the City, at no cost to the City, all necessary street rights of way and easements for the Howard Hill Road and Rye Hill Road intersection improvements, contingent upon the City's participation and funding of the intersection improvements.

      The City will be responsible for selecting and contracting the design services and providing construction administration. Middleton Farm's initial payment will be 50 percent of their share and will be required upon receiving the construction bids and prior to awarding of the construction contract. Final payment will be the remaining 50 percent of Middleton Farm's share and will be due within 30 days of project completion and acceptance by the City. Payments will include all project costs. Project costs are the total actual costs of design, permitting,

construction, utility relocations, and administration of the improvements. Costs for relocation of franchise utilities will follow the City's Utility Relocation Policy, Resolution R-1-06, as adopted by the City January 17, 2006. Participation by the City is contingent on the availability of funding.

Scope of Improvements and Cost Participation
Improvements shall include the widening of Howard Hill Road and Rye Hill Road to three lanes a distance of approximately 300 feet each direction from the intersection and include design, survey, drainage installations, utility relocations, sidewalks, and related construction to provide a facility in accordance with the City's specifications and standard details. The Howard Hill Road alignment will be lowered and shifted southward to reduce the curvature and improve sight distance. The Rye Hill Road alignment will be lowered to improve sight distance by lengthening the vertical curve through the intersection.

Improvements to the north leg of the intersection, i.e. Rye Hill Road north of Howard Hill Road, are outside the limits of development and will be paid 100 percent by the City.

Participation in the cost of the other three legs of the intersection improvements described above will be 50 percent paid by the City and 50 percent paid by Middleton Farm.

Traffic Control Signal Improvements at the intersection will be subject to warrants defined in the Manual on Uniform Traffic Control Devices (MUTCD) and City priorities. Installation of traffic signals is not anticipated with this development. If the City determines warrants require installation of a signal system the City will bear all costs relative to the system installation.

Schedule of Improvements
The City will budget and fund the work by the earlier of the following two events: a) within 1 year following the platting of the first lots of the development south of Howard Hill Road; or b) within 1 year after the developer makes a written request to fund. Construction of the improvements should begin no later than 18 months after being budgeted by the City. If said improvements are not budgeted within the one year time frame described above and the construction has not begun within the 18 months after being budgeted, the developer shall be released from the financial responsibility of cost sharing for the construction of the intersection improvements.

If the developer has not made a request to fund the improvements or the development of the subdivision is delayed and the platting of lots south of Howard Hill Road has not been accomplished by December 31, 2020, Middleton Farm or the City may withdraw all obligations set forth in section 2a.

b) Perimeter and Adjacent Streets.

Except for the intersection improvements described in part 2, paragraph a) above, no improvements will be required of Middleton Farm pertaining to street and

drainage improvements of Howard Hill Road and Parnell Lane as the result of this development and/or as a condition to the City's annexation of the Subject Property. Middleton Farm will, at its cost, make shoulder and drainage improvements to Rye Hill Road from the south limit of the intersection improvements (approximately 300 feet south of the intersection) to the south boundary of the subdivision as development occurs along this street. The shoulder and drainage improvements include two (2) foot wide asphalt paved shoulders and roadside ditches compliant with Section 27-502-2, part C., items 1.b) – 1.e) and item 2 of the City of Fort Smith's Unified Development Ordinance current edition effective the date of this agreement.

c) Additional Rights of Way Dedication.

If requested by the City, Middleton Farm will dedicate to the City street rights of way in accordance with the City's Master Street Plan for Howard Hill Road and Rye Hill Road to the extent of limits of Middleton Farm.

d) Park Dedication.

Upon completion of the improvements defined in section 2d, Middleton Farm will donate to the City for public park purposes an approximate 13 acre tract containing a body of water of approximately 3 acres, hereinafter referred to as the "park", as shown on "Exhibit D". The City will accept the donated park property, including the lake, upon; 1) completion of the defined lake improvements, 2) platting of at least 40 lots south of Howard Hill Road, and 3) construction by Middleton Farm and acceptance by the City of the public street along the southern boundary of the park. The specific area to be accepted by the City will be defined when the subdivision plats of the surrounding subdivision are submitted for review. The City agrees that, within the ten (10) year period after accepting the donation, it will improve the Park as the City deems appropriate. Improvements may include the addition of amenities such as walking trails, sidewalk, parking, lighting, playgrounds, benches, and picnic tables. It is the intent of this agreement to ensure that the donated property be utilized as a park and not as unimproved green space within ten (10) years of the City's acceptance of the donation. Should no such improvements be made, the City agrees, upon written request by Middleton Farm or their successors within one (1) year of the end of the ten year period, to transfer ownership of the park property back to Middleton Farm. The City agrees to execute a tax donation certificate with reference to the land donation; however, Middleton Farm will bear all responsibility with reference to the tax donation certificate including the determination of the appraised value of the donation. After twenty-five (25) years from the City's acceptance of the donation, the donated park property will become the property of the City relieved of the public park designation and the park property will be subject to the control and ownership of the City as is any other public property.

Middleton Farm agrees to, at its cost including engineering and construction, improve the "lake" including shoreline stabilization, deepening of the "lake" to a minimum depth of 3 feet, and dam improvements and outlet works/spillway

modifications as reasonably necessary. Shoreline stabilization includes placements of filter fabric and rip-rap along the entire shoreline, 3 feet in horizontal distance both above and below the waters edge at normal pool. Should the City so desire to utilize other shoreline stabilization practices, Middleton Farm will participate by paying the City the amount that would have been spent for filter fabric and rip-rap stabilization. Middleton Farm will bear no further financial obligation for Park improvements.

e) Cause for Reconsideration of Agreement.

This Agreement is entered into based on the Development Plan submitted by Middleton Farm and approved by the Fort Smith Planning Commission on January 11, 2011. Any requests for changes to the zoning, master land use plan or development plan not substantially compliant with those previously approved may require terms of this agreement to be reconsidered.

3) Middleton Farm may assign this agreement to another individual(s) or entity as long as that entity owns the Subject Property and then Middleton Farm will have no liability under this agreement.

4) This Agreement sets forth the full understandings of the parties. All negotiations are merged herein. No amendment or alteration to any provision of this Agreement shall be effective unless placed in writing and executed by the parties.

Executed as of the date first stated above by representatives of the parties who, by their execution of the Agreement, acknowledge that they have the authority to bind the party on whose behalf they execute the Agreement.

Middleton Farm

By: Richard Griffin
Richard Griffin

By: Juanita Christian

Attest: _____

City of Fort Smith, Arkansas

By: Sandy Sanders
Mayor

Attest: Sherri Gard
City Clerk

F:\DOC\MISC\Middleton Farm Pre-Annexation Agreement Draft 121510.doc

RESOLUTION _____

A RESOLUTION AUTHORIZING A TIME EXTENSION AND ASSESSING LIQUIDATED DAMAGES FOR THE CONSTRUCTION OF 2013 DRAINAGE IMPROVEMENTS PHASE B2
PROJECT NO. 13-06-B2

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

SECTION 1: A time extension with Brothers Construction, Inc., for the construction of 2013 Drainage Improvements Phase B2, Project No. 13-06-B2, which increases the contract time by 115 calendar days, is hereby approved.

SECTION 2: The City of Fort Smith hereby assesses liquidated damages for 6 calendar days in the amount of $3,000.00 on 2013 Drainage Improvements Phase B2, Project No. 13-06-B2.

This Resolution adopted this _____ day of October, 2015.

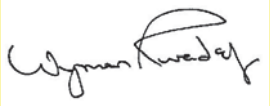
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



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No Publication Required

5B

RESOLUTION _____

A RESOLUTION ACCEPTING COMPLETION OF AND AUTHORIZING FINAL PAYMENT FOR THE CONSTRUCTION OF 2013 DRAINAGE IMPROVEMENTS PHASE B2
PROJECT NO. 13-06-B2

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

SECTION 1: The City of Fort Smith hereby accepts the construction of the 2013 Drainage Improvements Phase B2, Project No. 13-06-B2, as complete.

SECTION 2: Final payment is hereby authorized in the amount of $2,008.27 to the contractor, Brothers Construction, Inc., for the 2013 Drainage Improvements Phase B2, Project No. 13-06-B2.

This Resolution adopted this _____ day of October, 2015.

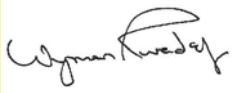
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____
No Publication Required

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

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

DATE: October 15, 2015

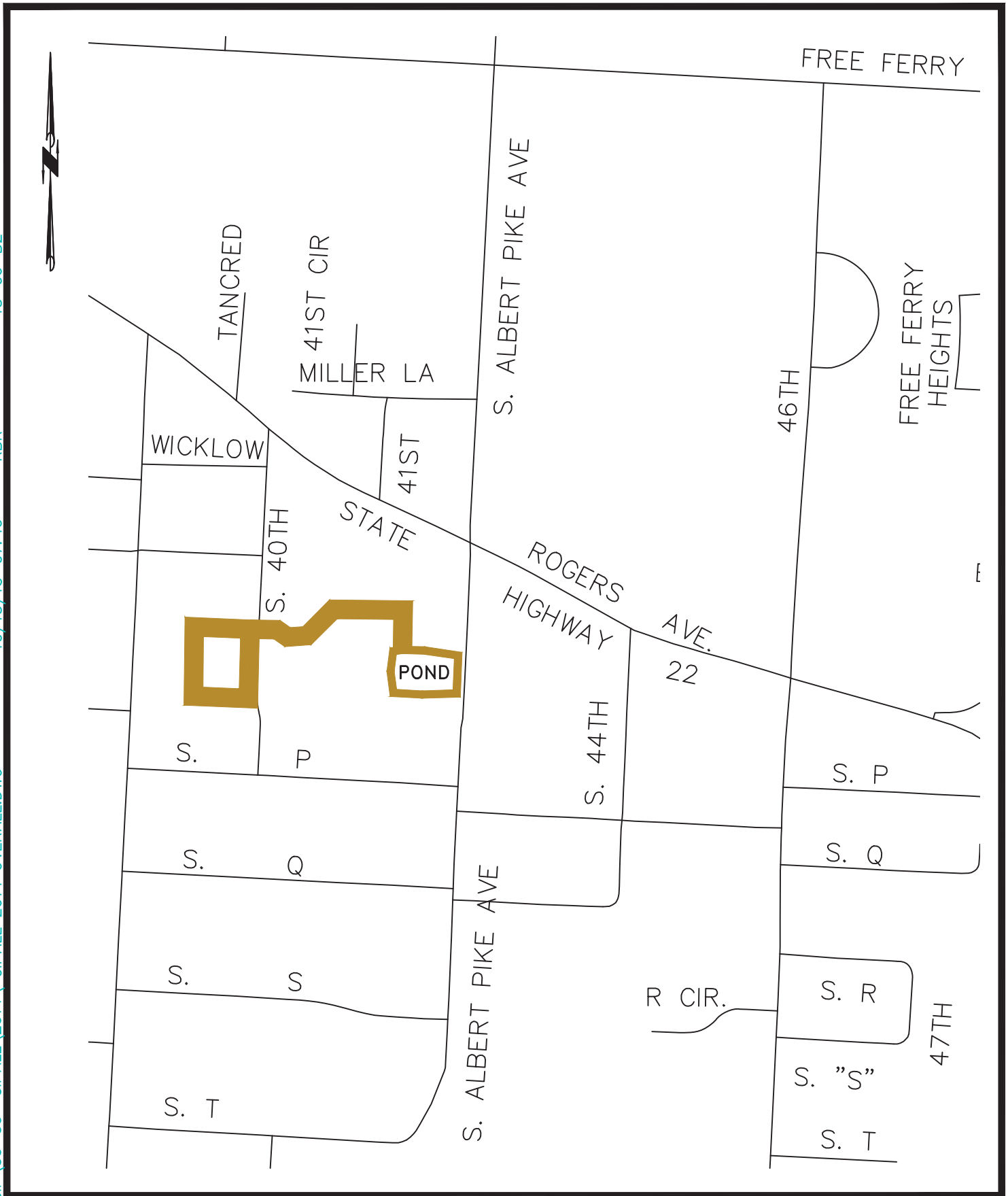
SUBJECT: 2013 Drainage Improvements Phase B2
Project No. 13-06-B2

This project consisted of drainage improvements to alleviate neighborhood flooding concerns in the 1500 block of South 40th Street. The location of the improvements are shown on the attached exhibit.

The project was substantially complete on April 27, 2015, 121 days beyond the contract completion date. A time extension of 115 days which includes 61 days for inclement weather and 54 days for field adjustments / additional work items is warranted. Liquidated damages for the remaining 6 days are being assessed. The contract specifies liquidated damages in the amount of $500.00 per day which decreases the final payment to the contractor by $3,000.00.

Attached is a resolution to increase the contract time and assess liquidated damages, and a resolution to accept the project as complete and authorize final payment to the contractor. I recommend that the two resolutions be accepted by the Board at the next regular meeting.

Attachments



2013 CAPITAL IMPROVEMENTS PROGRAM

DRAINAGE IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	13-06-B2
Date:	OCT. 2015
Scale:	NONE
Drawn By:	RBR

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SUMMARY SHEET

City of Fort Smith			
Project Status	Complete	Project name:	2013 Drainage Improvements Phase B2
Today's Date:	10/14/2015		
Staff contact name:	Stan Snodgrass	Project number:	13-06-B2
Staff contact phone:	784-2225	Consultant engineer:	Morrison Shipley Engineering
Contract time (no of days):	90	Project contractor:	Brothers Construction, Inc.
Notice to proceed issued:	9/29/2014		

	Dollar Amount	Bid Date	Contract Completion Date
Original bid award	$510,379.00	7/29/2014	12/27/2014
Contract Revisions:			
1 Time Extension - 115 days			4/27/2015
2			
Adjusted contract amount	$510,379.00		
Work Completed to Date	$500,827.03		
Payments to date (as negative)	$495,818.76		
Less Liquidated Damages (6 days at $500/day)	$3,000.00		
Amount of this payment	$2,008.27		
Contract balance remaining	$12,551.97		
Retainage held	0%		
Final payment	$2,008.27		
Amount under original as a percentage	2.5%		

Final Comments: The project was substantially complete on April 27, 2015, 121 days beyond the contract completion date. A time extension of 115 days which includes 61 days for inclement weather and 54 days for field adjustments/additional work items is warranted. Liquidated damages for the remaining 6 days are being accessed. The contract specifies liquidated damages in the amount of $500.00 per day which decreases the final payment to the contractor by $3000.00

RESOLUTION _____

A RESOLUTION TO ACCEPT THE BID AND AUTHORIZE A CONTRACT FOR THE CONSTRUCTION OF TRAFFIC SIGNAL IMPROVEMENTS
PROJECT NO. 15-09-A

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

SECTION 1: The bid of Traffic Signals, Inc., received October 13, 2015, for the construction of Traffic Signal Improvements, Project No. 15-09-A, in the amount of $424,152.00 be accepted.

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

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

This resolution adopted this _____ day of October, 2015.

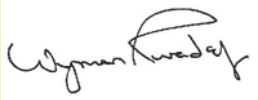
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____
No Publication Required

Memorandum

TO: Jeff Dingman, Acting City Administrator

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

DATE: October 15, 2015

SUBJECT: Traffic Signal Improvements
Project No. 15-09-A

The above subject project includes the complete replacement of all outdated traffic signal equipment and poles at the Midland Boulevard/North "S" Street intersection, the Midland Boulevard/Division Street intersection, and the Midland Boulevard/Spradling Avenue intersection. A location map is attached.

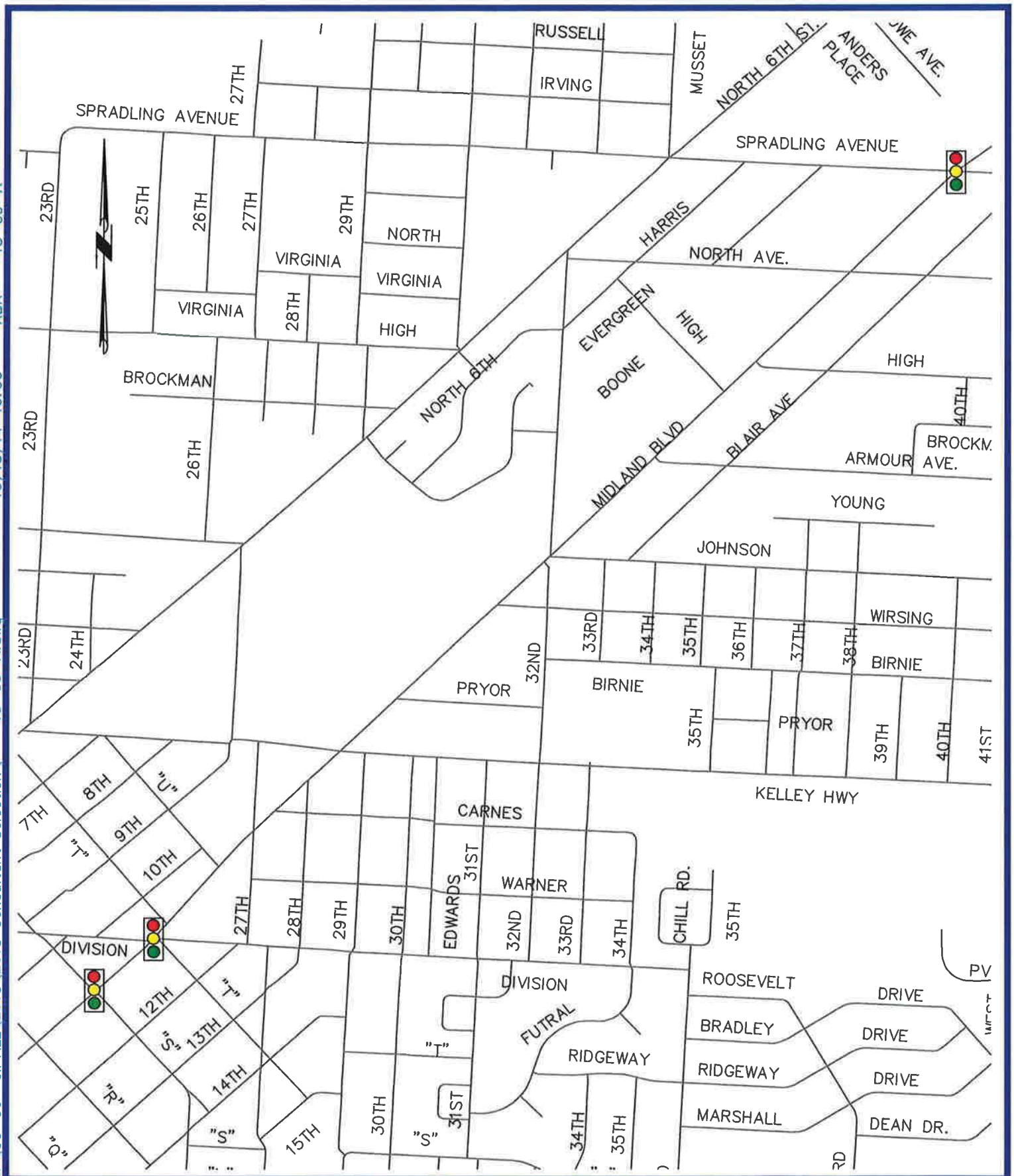
Construction plans and specifications were prepared by Traffic Engineering Consultants, Inc., of Oklahoma City, Oklahoma. An advertisement was published and bids were received on October 13, 2015. Six contractors requested plans and specifications and four bids were received which are summarized as follows:

CONTRACTOR	AMOUNT	CONTRACTOR	AMOUNT
1. Traffic Signals, Inc., Edmond, OK	$424,152.00	2. Traffic & Lighting Systems, LLC, Oklahoma City, OK	$560,236.50
3. All Service Electric, Inc., Hot Springs, AR	$579,910.25	4. Midstate Traffic Control, Inc., Oklahoma City, OK	$665,091.00
Engineer's Estimate	*$600,000.00*		

I recommend that the lowest bid be accepted and that the construction contract be awarded to Traffic Signals, Inc. The estimated notice to proceed date for this contract is November 9, 2015. Based on the contract duration of 180 days, the estimated completion date would be May 6, 2016.

This project is also in alignment with the comprehensive plan policies FLU-1.4 (Ensure adequate, well maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision) and TI-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs).

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



2015 CAPITAL IMPROVEMENTS PROGRAM

SIGNAL IMPROVEMENTS

The City of Fort Smith ARKANSAS

Project:	15-09-A
Date:	OCT. 2014
Scale:	NONE
Drawn By:	RBR

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5D

RESOLUTION _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A NON-EXCLUSIVE FIBER-OPTIC NETWORK FRANCHISE AGREEMENT WITH LAVACA TELEPHONE COMPANY, INC., D/B/A PINNACLE COMMUNICATIONS

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

The Mayor is authorized to execute the attached Non-Exclusive Fiber-Optic Network Franchise Agreement with Lavaca Telephone Company, Inc., d/b/a Pinnacle Communications. A copy of said Agreement has been on file with the City Clerk's office for one (1) week prior to passage.

This resolution adopted this _____ day of October, 2015.

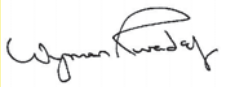
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



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No Publication Required

Memorandum

TO: Jeff Dingman, Acting City Administrator

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

DATE: October 14, 2015

SUBJECT: Franchise Agreement for Fiber Optic Network
Lavaca Telephone Company, d/b/a Pinnacle Communications

Presented for the Board's consideration is a Resolution authorizing the mayor to enter into a non-exclusive franchise agreement with Lavaca Telephone Company, d/b/a Pinnacle Communications for the provision of providing fiber optic communications services. A letter from Pinnacle Communications is attached which provides more detail on the project and shows the proposed fiber optic route.

Pinnacle Communications plans to initially serve the Arkansas College of Osteopathic Medicine with further expansion into the Fort Chaffee Crossing Area and possibly beyond. The agreement requires a $100,000 performance bond to cover any potential damage to the City utility/drainage or road facilities. The agreement has a 9 year term and requires an annual fee of $3,000. The installation of the fiber optic line is expected to be complete in 120 days.

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

Should you have any questions please contact me.

Attachments

PINNACLE
Communications

October 12, 2015

City of Fort Smith
Attn: Jeff Dingman - Acting City Administrator
623 Garrisos Avenue
Fort Smith, AR 72901

RE: Right of Way Permitting - Fiber to the Premise Build

Dear Mr. Dingman;

Lavaca Telephone Company, Inc. is planning to expand its fiber to the premise solution from our traditional Lavaca serving area into Fort Smith's Chaffee Crossing area, and possibly beyond. Our immediate intent is to expand into Chaffee Crossing with plans to serve the new Osteopathic College, planned to open in early 2016. Construction on the fiber connection began in August of this year. We are seeking necessary permitting and franchise approval to place buried fiber facilities along the city right of way and to operate and offer fiber based communications and entertainment solutions to consumers within this area. We plan to bring gigabit service to the areas where we expand.

We respectfully request expeditious review and treatment of our permitting/franchise request. Should you have any questions please feel free to contact me at 479-674-2104.

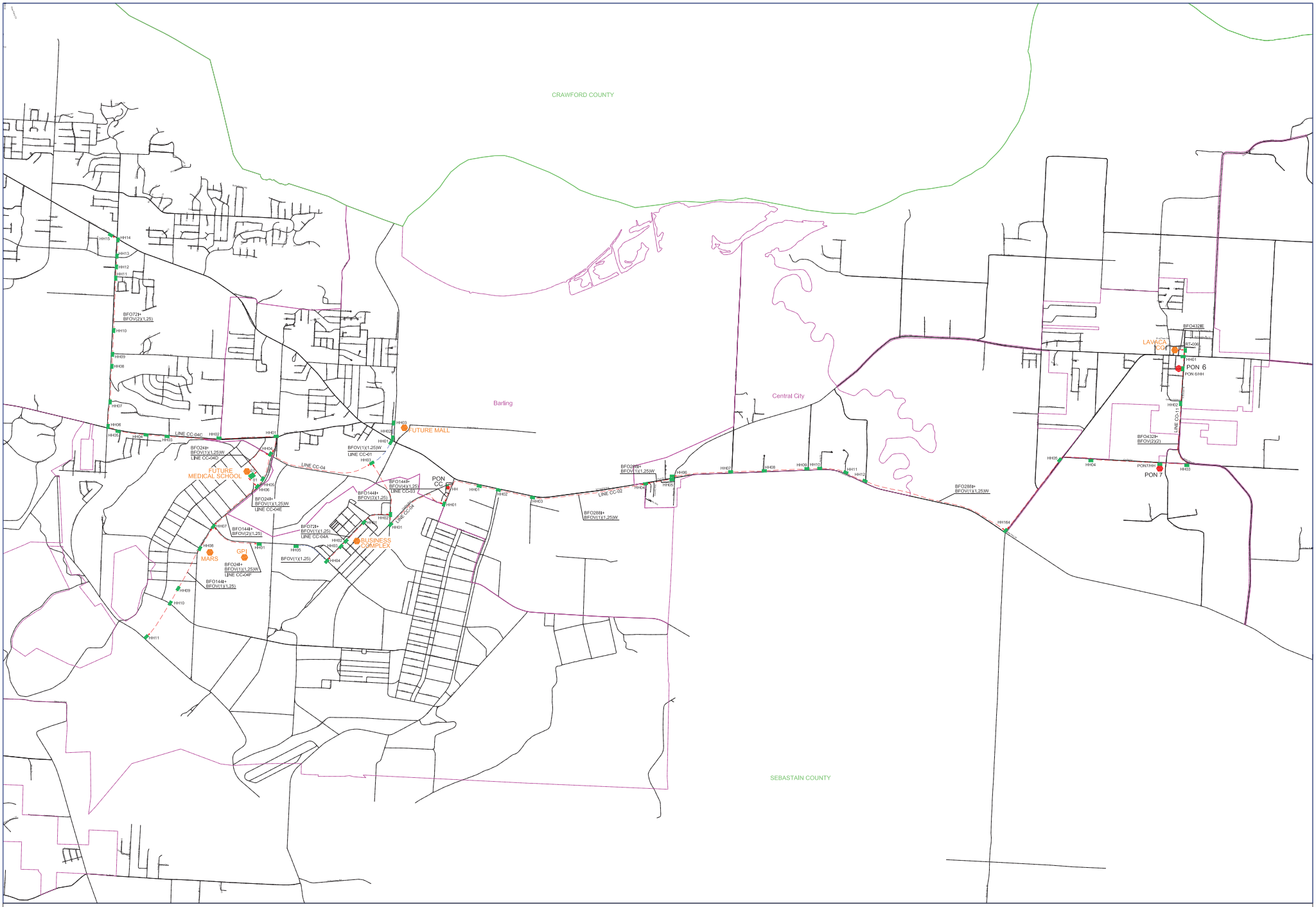
Sincerely,

John Zeiler

John Zeiler
General Manager

Cc: Stan Snodgrass – Director of Engineering

PINNACLE COMMUNICATIONS
P.O. BOX 230 • LAVACA, AR 72941 • PHONE: 479-674-2211 • FAX: 479-674-5810


CRAWFORD COUNTY
SEBASTAIN COUNTY
Barling
Central City
FUTURE MALL
FUTURE MEDICAL SCHOOL
BUSINESS COMPLEX
MARS
GPI
PON CC
PON 6
PON 7
LAVACA CO
LEGEND
FIBER ROUTE
CITY LIMITS
EXCHANGE BOUNDARY
COUNTY LINE
ESA LOCATIONS
CABINETS - TARGETS
HANDHOLE LOCATIONS
PINNACLE TELEPHONE COMPANY
AR 534
BARLING
FTTP DESIGN
BARLING CLEC
DATE
REVISIONS AND PURPOSE
DWN. BY: FEC
SCALE: 4" = 1 MILE
APP'D BY: MM
DATE: 09-2015

NON-EXCLUSIVE
FIBER-OPTIC NETWORK FRANCHISE AGREEMENT

This Agreement is entered into this _____ day of October 2015, between the City of Fort Smith, Arkansas ("the City"), a municipal corporation duly organized pursuant to the laws of the State of Arkansas, and Lavaca Telephone Company, Inc., d/b/a Pinnacle Communications, and its wholly owned subsidiaries (the "Franchisee"), a corporation authorized to do business in the State of Arkansas.

WITNESSETH

WHEREAS, the City recognizes that fiber optic telecommunications services for the purpose of providing information services is essential to the creation and maintenance of an information network within the City that can connect to the information superhighway; and

WHEREAS, Franchisee, has requested a franchise to use the hereinafter specified public rights-of-way, which may include streets, alleys, sidewalks and public utility easements available for telecommunications purposes that belong to or controlled by the City or which are held in trust for the public by the City, hereinafter referred to as the "public rights-of-way," to install conduit or other cased fiber optic facilities that may facilitate the connection of businesses, residences and public agencies located within the City to an information network; and

WHEREAS, the parties agree that these information services are a telecommunications service and, therefore, a utility for which a written franchise agreement may be entered pursuant to Ark. Code Ann. § 14-200-101 or pursuant to the rights of the City to control the subject public rights-of-way; and,

WHEREAS, the City intends to exercise the full scope of its municipal powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, IN CONSIDERATION OF the covenants and agreements set forth below, the parties do hereby contract and agree as follows:

Section 1. Definitions. For the purposes of this Agreement, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular; provided that the word "shall" is to be construed as mandatory.

(a) “Board of Directors” or “Board” shall mean the present governing body of the City or any future body constituting the legislative body of the City.

(b) “City” shall mean the City of Fort Smith, Arkansas, a municipal corporation of the first class, organized under the laws of the State of Arkansas in its present corporate form, or in any later reorganized, consolidated, enlarged, or reincorporated form.

(c) “City Administrator” or “Administrator” shall mean the present or future executive of that title and his or her authorized or designated agent.

(d) “Federal Communications Commission” or “FCC” is a present federal agency of that name as constituted by the Communications Act of 1934, and subsequent legislation, or any successor agency created by the United States Congress.

(e) “Fiberoptic telecommunications network” shall mean the Franchisee’s system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, and/or facilities designed and constructed for the purpose of producing, receiving, amplifying, or distributing, voice, data, or other forms of electronic signals, authorized telecommunications services to or from subscribers or locations within the City. No portion of the fiberoptic telecommunications network shall constitute all or any portion of a cable television system except with the prior written consent of the City.

(f) “Franchise” shall mean and include the right to construct and operate a fiberoptic telecommunications service within the City’s rights-of-way subject to the terms and conditions stated in this Agreement.

(g) “Franchisee” shall mean Lavaca Telephone Company, Inc., d/b/a Pinnacle Communications, and its wholly owned subsidiaries to which a franchise as defined above is granted by the City, and any lawful successor, transferee, lessee or assignee of said person, firm or corporation.

(h) “Gross Revenues” shall mean and include all revenues (excluding sales tax, extension, equipment, toll, access, yellow pages, and miscellaneous equipment revenues) collected by the Franchisee for local intrastate wireline telecommunications services provided by the Franchisee and billed to its end user customers, in both respects, within the corporate limits of the City and from operation of the Franchisee’s network installed pursuant to this agreement. Notwithstanding the foregoing definition, the term Gross Revenues shall not include: 1) revenues received from another telecommunications service provider and upon which the other telecommunications provider has paid or will pay a franchise fee; or 2) revenues not related

directly or indirectly to operation of Franchisee's network installed pursuant to this agreement that the Franchisee has received from its corporate parent, subsidiary, or any affiliate.

(i) "Person" shall mean an individual or association of individuals, or any firm, corporation or other business organization.

(j) "Street" shall mean any public street, roadway, highway, alley or other public right-of-way now or hereafter subject to the jurisdiction and regulation of the City, as provided by the laws of the State of Arkansas, and any later amendments thereof.

(k) "Subscribers" shall mean those persons who receive the services of the Franchisee named herein.

Section 2. General Provisions.

(a) Grant of Franchise. Subject to the provision of this Ordinance, a non-exclusive fiber optic franchise is hereby granted to Franchisee for the placement and maintenance of fiber optic communication cable in the public rights-of-way.

(b) Term. It is agreed by the parties that this franchise shall have a limited term commencing on October ___, 2015, and shall expire on October ___, 2024, unless the Agreement is renewed by written agreement of the parties at least 120 days prior to the end of the primary term, or unless the Franchise is earlier terminated by abandonment or due to breach by the Franchisee.

(c) Termination. The failure of the Franchisee to meet any of the terms of this Agreement shall constitute cause for termination of this franchise by the City. Any termination will be declared in writing by the City Administrator and shall be subject to due process review by the Board of Directors.

(d) This franchise is nonexclusive and nothing in this Agreement shall limit or otherwise impact the right of the City to enter into other franchise agreements with other parties.

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

Section 3. Operations in the public rights-of-way.

(a) All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the fiber optic communication cable shall be performed by the Franchisee in a manner and using material in accordance with the City standards as determined by the City Administrator and in accordance with the Construction Conditions attached as Exhibit "A". Franchisee shall bore streets whenever possible. Where street cuts are unavoidable, as determined by the City Administrator, they shall be approved by the City Administrator and performed in accordance with the City's Street Cut Ordinance.

(b) Any construction project, including initial installation pursuant to this franchise, will be completed by the Franchisee within one-hundred twenty (120) days from the date of commencement (if any City permit is necessary, the date of the permit shall be the "date of commencement"), provided by the City Administrator may allow reasonable extensions due to unexpected weather, acts of God or other reasonable circumstances that in the sole discretion of the City Administrator justify an extension of the project target completion date. Failure to complete the project by the completion date will result in the assessment of liquidated damages in an amount determined in writing by the City Administrator at the time the City issues any permit or authorizations for the construction project (or the sum of $100.00 per day if other sum is not so established).

(c) Notice of intent to construct; response to notices. In order to reduce the amount of times the rights-of-way are disrupted, Franchisee agrees to provide thirty (30) days notice to other Utilities in the City of its intent to open a street, in order to give other public utilities an opportunity to lay conduit or other appropriate equipment in any trench opened by the Franchisee. If another public Utility so desires, the Franchisee will permit that public Utility to do so provided: (i) the other Utility shares in the cost of opening and repairing the trench; and (ii) the Utility's desire to do so does not unnecessarily delay the Franchisee's construction schedule. Similarly, Franchisee agrees that if it receives notice from any other public Utility, it shall determine whether to participate in the opening of any trench by that Utility and shall participate in such a project pursuant to the terms of this subsection.

Section 4. Removal or abandonment. The City shall have no responsibility for the maintenance of the said fiber optic communication cable. If the same is damaged so as to be inoperable in any manner, it shall be removed or abandoned by Franchisee, at Franchisee's sole cost and expense and in a manner meeting with the approval of the City Administrator.

Section 5. Indemnity. Franchisee shall hold the City, its directors, officers, employees, agents, attorneys, consultants and independent contractors, harmless from and indemnify the City from all expenses, losses, costs, causes of action and judgments, including legal fees and expenses,

arising from the placement, maintenance, operation, repair and removal of said fiber optic communication cable.

Section 6. Infrastructure/utilities protection. Franchisee shall be member of and shall conform to the requirements of the Arkansas One Call system for all purposes including field locations of utilities prior to placement of the fiber optic communication cable and any maintenance or repair work thereto.

Section 7. Performance Bond. Franchisee shall place a $100,000 performance bond with the City to cover the cost of repairs or other incidental costs to the City associated with service interruption to the City's utility facilities or road facilities resulting from the installation of the fiber optic communications cable by Franchisee. The performance bond shall cover the period of installation of the fiber optic communication cable. The bond shall be secured by a corporate surety. A similar bond shall be required for subsequent construction projects utilizing the subject public rights-of-way.

Section 8. Insurance. Franchisee shall procure and maintain in effect the following insurance policies in amounts determined appropriate by the City Administrator at the time of issuance of permits or authorizations for construction activities: Commercial General Liability insurance, Automobile Liability Insurance, Environmental Impairment Liability including Pollution Liability Insurance, and Worker's Compensation Insurance.

Section 9. Franchise Fees.

(a) The franchise fee in the amount of $3,000.00 for each year or part thereof this Franchise is in effect for services related to Franchisee's fiber optic communication cable in the public rights-of-way. The fee for the 2015 annual period shall be due upon execution of this Franchise Agreement. The annual franchise fee shall be due by the tenth day of each subsequent annual period.

(b) All franchise fees shall be subject to audit by the City, and the Franchisee shall provide the relevant customer and financial data to the City upon request. The payment of the franchise fees in no way limits the right of the City to charge fees for any permits required for construction projects or any applicable taxes.

(c) The Franchisee may, to the extent allowed by law, bill its subscribers within the corporate limits of the City such Franchise fee and reflect such charge on its invoices to subscribers within the corporate limits of the City.

Section 10. Any fiber-optic telecommunications services offered to business customers by the Franchisee shall be available to all businesses within the area covered by the Franchise who request services and can pay the cost of such service. The Franchisee shall not discriminate or permit discrimination between or among any businesses as to the availability of services. It shall be the right of all businesses within the City in the area covered by this Franchise to receive continuously, all available services to the extent that they are able to satisfy the financial (including, but not limited to, the payment of extension and interconnection costs) and other obligations to the Franchisee.

Section 11. The Franchisee shall, at its expense, protect, support, temporarily disconnect, relocate or remove from the subject public rights-of-way any property of the Franchisee when required at the sole discretion of the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, a change or establishment of street grade, installation or construction of sewers, drains, water pipes, or any other type of structures or improvements by the City; but, the Franchisee shall have the right of abandonment of its property, subject to prior written approval of the City Administrator. If federal or state funds are available at no expense to the City (including actual cost or the cost of a pro-rata obligation of the City where a project is funded partially by the State or federal funds and partially by the City funds) for the purpose of defraying the costs to any utility company of any of the foregoing, such funds shall also be made available to the Franchisee if the federal or state regulations permit.

Section 12. Neither the City nor its directors, officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to the Franchisee for any liability as a result of any disruption or damage to the Franchisee's network that occurs as a result of, or in connection with, any breaking through, movement, removal, alteration, or relocation of any part of the network by or on behalf of the Franchisee or the City in connection with construction, relocation, improvement to, or alteration of any City structure, street or utility facility; except, however, the City shall reasonably attempt to avoid any damage to the Franchisee's network and shall, except in any emergency situation, provide reasonable notice to the Franchisee so as to allow the Franchisee to protect its network.

Section 13. Notice. Any notice of communication required in the administration of this Agreement shall be addressed as follows:

Notice to the City:
City Administrator
City of Fort Smith
P.O. Box 1908
Fort Smith, AR 72902-1908

Notice to the Franchisee:
Lavaca Telephone Company, Inc.
d/b/a Pinnacle Communications
301 Hwy 96 SW
P.O. Box 230
Lavaca, AR 72941
Attn: General Manager

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

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

CITY OF FORT SMITH, ARKANSAS	LAVACA TELEPHONE COMPANY, INC., d/b/a PINNACLE COMMUNICATIONS
By:_____	By:_____
Date:_____	Date:_____
ATTEST:	ATTEST:
_____	_____
Date:_____	Date:_____

Exhibit "A"
Construction Conditions

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

RESOLUTION _____

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE JENNY LIND ROAD AND INGERSOLL AVENUE WIDENING
PROJECT NO. 07-01-A, AHTD JOB NO. 040471

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

SECTION 1: The offer made by BIL-EL, LLC; ALLBEC, LLC; and ELI S, LLC to convey the real property identified as Tract 33 of the captioned project for a consideration of $44,000.00 is hereby accepted.

SECTION 2: The City Administrator and the City attorney are hereby authorized to acquire Tract 33 from BIL-EL, LLC; ALLBEC, LLC; and ELI S, LLC for a total consideration of $44,000.00, said transaction to be concluded as a typical Arkansas real estate transaction.

This resolution adopted this _____ day of October, 2015.

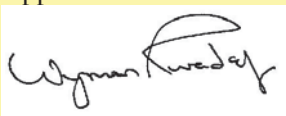
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form



_____
No Publication Required

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

JERRY L. CANFIELD, P.A.
THOMAS A. DAILY, P.A.
WYMAN R. WADE, JR., P.A.
DOUGLAS M. CARSON, P.A.
C. MICHAEL DAILY, P.A. † •
COLBY T. ROE, P.A.
MICHAEL A. LAFRENIERE

† Also Licensed in Oklahoma
• Also Licensed in Wyoming & North Dakota

KMW BUILDING
58 SOUTH SIXTH STREET
P.O. BOX 1446
FORT SMITH, AR 72902
TELEPHONE (479) 782-0361
FAX (479) 782-6160

www.dailywoods.com

WRITER'S DIRECT DIAL NUMBER:
479-242-3955

JAMES E. WEST

OF COUNSEL

HARRY P. DAILY (1886-1965)
JOHN P. WOODS (1886-1976)
JOHN S. DAILY (1912-1987)
BEN CORE (1924-2007)

WRITER'S E-MAIL ADDRESS:
MLaFreniere@DailyWoods.com

October 13, 2015

Mr. Stan Snodgrass
Director of Engineering
City of Fort Smith
623 Garrison Avenue, 4th Floor
Fort Smith, AR 72901

Re: Jenny Lind and Ingersoll Avenue Widening Project No. 07-01-A
Property Acquisition from BIL-EL, LLC; ALLBEC, LLC; and ELI S, LLC

Dear Mr. Snodgrass:

The entities known as BIL-EL, LLC; ALLBEC, LLC; and ELI S, LLC are the owners of a commercial structure and lot, a portion of which is being acquired by the City for the Jenny Lind and Ingersoll Avenue Widening Project. In addition to taking a portion of the property in fee, a utility easement and construction easement will also be acquired from the property owners. By Resolution No. R-89-14, the Board of Directors authorized payment of the appraised value, $38,200.00, for acquisition of all three property interests. The parties were unable to reach an agreement after initial negotiations and the matter was referred to the City attorney's office for condemnation proceedings. A petition for eminent domain was filed on August 7, 2014.

With the case pending, the parties have continued to work towards a negotiated settlement. Counsel for the property owners initially made a counteroffer in the amount of $89,584.00. Subsequently, counsel for the property owners reduced their offer to $45,840.00. After additional discussions between the parties, counsel for the property owners now indicates that his clients would accept the sum of $44,000.00 in full settlement of all compensation claims, including all claims of the properties' tenant, Walgreens Co.

As the counteroffer of $44,000.00 is within 16% of the City's appraisal, and taking into consideration the cost and risk of further litigation, we understand that the City's administration recommends acceptance of a $44,000.00 just compensation amount in this matter. We concur. We are enclosing a resolution which may be used to refer the matter to the governing body for

decision.

Thank you for your attention in this matter.

Very truly yours,

Michael A. LaFreniere
MAL/cmm
Enclosure

PROPERTY AQUISITION MAP
JENNY LIND ROAD RELOCATION
FORT SMITH, ARKANSAS

The City of Fort Smith ARKANSAS

Project:	07-01-A
Date:	JULY 2014
Scale:	NONE
Drawn By:	RBR

RESOLUTION R-89-14

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE JENNY LIND ROAD AND INGERSOLL AVENUE WIDENING
PROJECT NO. 07-01-A, AHTD JOB NO. 040471

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

The City Administrator, or his designated agents, and the City Attorney are hereby authorized to acquire, by eminent domain, if necessary, for the indicated appraised amounts, the following described tracts required for the Jenny Lind Road & Ingersoll Avenue Widening project:

TRACT	OWNER	APPRAISED VALUE
29	American Realty Capital	$ 64,300.00
31	Regions Bank	$ 14,800.00
33	BIL-EL, LLC & ALLBEC, LLC & ELIS, LLC	$ 38,200.00
34	Sutherland Lumber & Building HDQTRS, LP	$ 6,000.00
57	Mark B. Sutherland, Trustee et al.	$ 4,800.00

This resolution adopted this 15th day of July, 2014.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form

☐ No Publication Required
☐ Publish ____ Times

RESOLUTION NO._____ 5 F

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO HUDSON EXCAVATION, INC., FOR CONSTRUCTION OF THE LEE CREEK RESERVOIR BUOY LINE REPLACEMENT

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

SECTION 1: The construction of the Lee Creek Reservoir Buoy Line Replacement, Project Number 15-18-C1, is accepted as complete.

SECTION 2: Final payment to Hudson Excavation, Inc., in the amount of $53,187.00, is hereby approved.

This Resolution adopted this _____ day of October 2015.

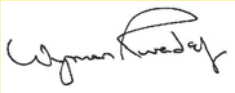
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator **DATE:** October 13, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Lee Creek Reservoir Buoy Line Replacement
Project 15-18

Hudson Excavation, Inc. has submitted final pay request in the amount of $53,187.00 for work completed on the Lee Creek Reservoir Buoy Line Replacement, Project 15-18-C1. The buoy line installed upstream of the Lee Creek dam was broken during the first major rain event in May requiring the reservoir to be closed to boaters. The buoy line stretches across the lake to protect against boaters from being swept over the dam and to keep boaters away from the intake zone for the water treatment plant and turbine generator. The buoy line is approximately 1,700 feet long with orange barrier floats and warning buoys. The lake has reopened now that the work is complete. A project summary sheet is attached for your information.

The attached Resolution accepts the project as complete and authorizes the final payment of $53,187.00 to Hudson Excavation, Inc. Should you or the members of the Board have any questions or need additional information, please let me know.

attachment

Project Summary

Project status: Complete

Project name: Lee Creek Reservoir Buoy Line Replacement

Today's date: October 13, 2015

Project number: 15-18-C1

Staff contact name: Steve Parke

Project Engineer: Clinton Allison. P.E.

Staff contact phone: 784-2231

Project contractor: Hudson Excavation, Inc.

Notice to proceed issued: September 8,, 2015

Completion date: October 8, 2015

	Dollar Amount	Contract Time (Days)
Original contract	$53,187.00	45
Change orders:		
Total change orders	$0.00	0
Adjusted contract	$53,187.00	45
Payments to date (as negative):	$0.00	0.0%
Amount of final request	$53,187.00	-100.0%
Amount of this payment	$53,187.00	-100.0%
Retainage held	$0.00	
Contract balance remaining	$0.00	
Amount over original as a percentage	0.0%	

Final Comments:

RESOLUTION NO._____ 5 G

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO FORSGREN, INC., FOR CONSTRUCTION OF THE NEIGHBORHOOD WATER SYSTEM IMPROVEMENT - REDUCED SERVICE AREA

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

SECTION 1: The construction of the Neighborhood Water System Improvements -Reduced Service Area, Project Number 14-04-C1, is accepted as complete.

SECTION 2: Final payment to Forsgren, Inc., in the amount of $88,130.70, is hereby approved.

This Resolution adopted this _____ day of October 2015.

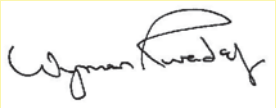
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator **DATE:** October 13, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Neighborhood Water System Improvements
Reduced Service Area, Project Number 14-04

Forsgren, Inc., has submitted a final pay request in the amount of $88,130.70 for work completed on the Neighborhood Water System Improvements – Reduced Service Area, Project 14-04-C1. This project replaced approximately 4,800 linear feet of old, 2-inch galvanized water lines with 6-inch water mains for improved service and water quality. This work has also improved fire protection in these areas. A project summary sheet is attached for your information.

At the request of the Engineering Department, a portion of the work made part of the neighborhood water system improvements project was transferred to their FA Overlay Phase "A" project to avoid a construction conflict between the two projects. This $101,129.78 transfer of work is responsible for the majority of the cost underruns shown on the project summary sheet. The remaining $8,603.80 underrun is due to the lower than estimated material quantities.

The attached Resolution accepts the project as complete and authorizes the final payment of $88.130.70 to Forsgren, Inc. Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

Project Summary

Project status: Complete

Today's date: October 13, 2015

Staff contact name: Steve Parke

Staff contact phone: 784-2231

Notice to proceed issued: May 15, 2015

Completion date: October 8, 2015

Project name: Neighborhood Water System Improvements - Reduced Service Area

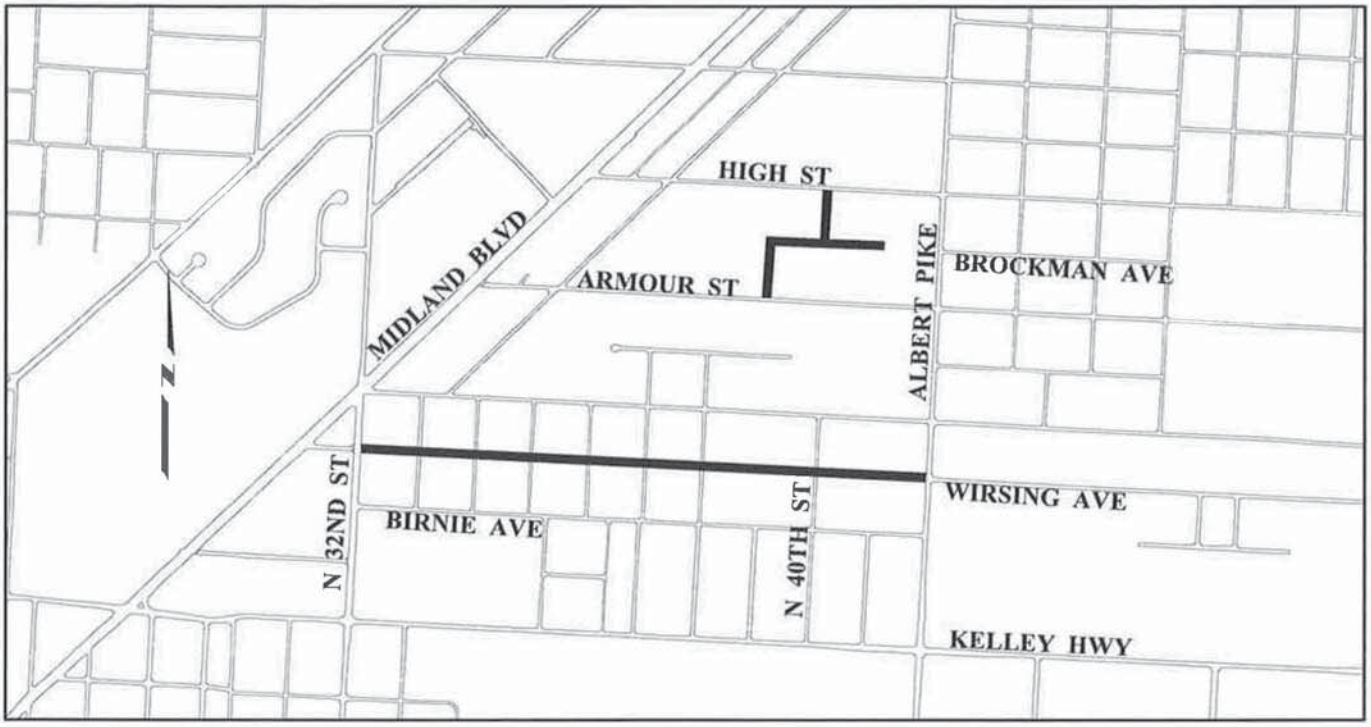
Project number: 14-04-C1

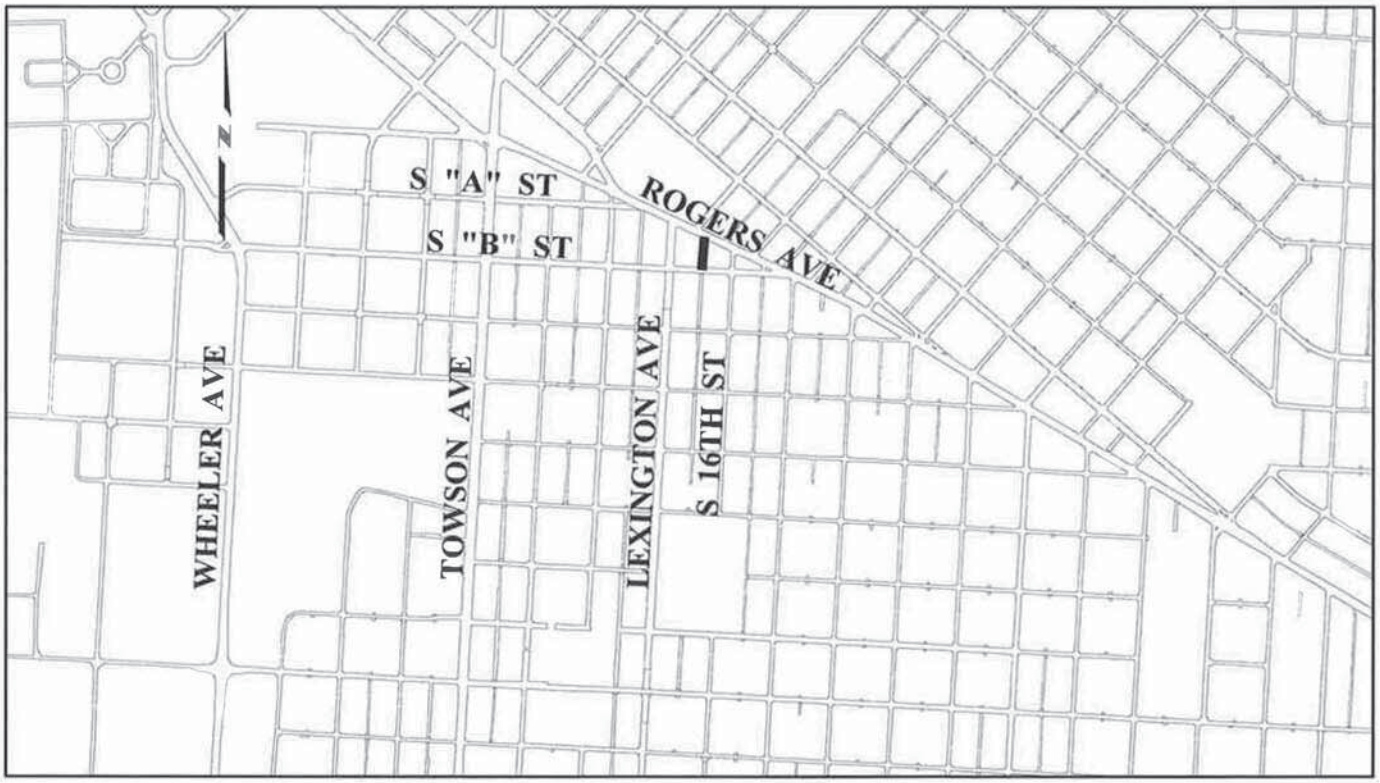
Project engineer: Brixey Engineering and Land Surveying, Inc.

Project contractor: Forsgren, Inc.

	Amount	(Days)
Original contract	$954,734.18	180
Change orders:	0.00	0
Total change orders	$0.00	0
Adjusted contract	$954,734.18	180
Payments to date (as negative):	-$756,869.90	79.30%
Amount of this payment	$88,130.70	9.20%
Retainage held	$0.00	
Contract balance remaining	$109,733.58	11.50%
Amount under original as a percentage	-11.5%	

Final comments:
At the request of the Engineering Department, the Neighborhood Water System Improvements - Reduced Service Area project transferred $101,129.78 of work to the FA Overlay Phase "A" project to avoid construction conflict. The remaining $8,603.80 underrun is due to the lower than estimated material quantities.





Legend

Proposed Water Line

NEIGHBORHOOD WATER IMPROVEMENTS
REDUCED SERVICE AREA
PROJECT NO. 14-04
PROJECT VICINITY MAP

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: October 16th, 2015

SUBJECT: Audit Committee

The terms of Mr. George Moschner, Ms. Deana Infield, and Mr. Keith Lau of the Audit Committee will expire November 30th, 2015. Mr. Moschner, Ms. Infield and Mr. Lau wishes to be reappointed.

There are no other applicants available for this committee.

Appointments are **by the Board of Directors,** three appointments are needed. The terms will expire November 30th, 2018.

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

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Audit Committee

The Audit Committee serves in an advisory capacity to the Board of Directors to advise the Board of Directors on all matters relating to the annual financial audit and on matters related to the City's internal control structure.

The committee includes four private citizens of Fort Smith and three members of the Board of Directors. At least one member of the committee shall be a certified public accountant.

Members shall be nominated by the City Administrator and appointed by the Board of Directors. Following initial terms of one, two and three year, members shall serve three - year terms. The committee meets on call.

	Date Appointed	Term Expires
Directors:		
Keith Lau P.O. Box 2650 (02) 806-7700 Keithlauward1@gmail.com	01/06/15	11/30/15
Mike Lorenz 2813 Rannoch Circle 651-7001 DirectorLorenz@hotmail.com	01/03/13	11/30/16
Kevin Settle 10904 Cork Court (08) 806-0280 (w) KevinSettle6@aol.com	04/20/10	12/31/16
Citizens:		
Deana Infield CPA 2819 Enid (01) 484-5740 (w) 763-1416 (h) deana.infield@beallbarclay.com	10/17/12	11/30/15

George E. Moschner Chief Financial Officer at Baldor 5711 R. S. Boreham, Jr. Street (01) 651-5612 (c) 648-5957 (w) george.moschner@baldor.abb.com	07/21/09	11/30/15
Lavon Morton, CPA 10408 Innsbruck Court (08) 461-2643 (c) 494-6823 (w) lmorton@arcb.com	10/19/99	11/30/16
Kip J. Jarvis, CPIM Materials Manager 9700 Broadwell Road (08) 259-8357 (c) 648-4285 (w) kipjarvis@sbcglobal.net	12/17/13	12/31/16

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: 9/24/2015

Name: George E. Moschner Home Telephone: _____

Home Address: 3201 Leighs Hollow Lane Work Telephone: 479-648-5957

Zip: 72903 Email: george.moschner@baldor.ABB.com

Occupation: Executive Vice President
(If retired, please indicate former occupation or profession)

Education: BSBA - U of A Fayetteville

Professional and/or Community Activities: United Way Foundation, Girls Inc Board member, Mercy Foundation Board member and Treasurer, Pajaro Gun club Board member and Treasurer.

Additional Pertinent Information/References:

Been a life long resident of Fort Smith, Former audit partner with BKD, LLP

Are you a registered voter in the City of Fort Smith? Yes X No ____

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes X NO ____

If yes, please id[illegible] proximate date. A "yes" answer will not automatically preclude you from consid[illegible]
Drivers License [illegible] Date of Bir[illegible]
information will b[illegible] use to conduct a criminal back ground check of all applicants.

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

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

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

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 9-24-15

Name: Deana Infield

Home Telephone: 479-629-6622 (cell)

Home Address: 2819 Enid, FS

Work Telephone: 479-484-5740

Zip: 72901

Email: deana.infield@beallbarclay.com

Occupation: CPA - Beall Barclay + Company, member/owner
(If retired, please indicate former occupation or profession)

Education: Bachelor of Science - Arkansas Tech University, CPA

Professional and/or Community Activities: ATU College of Business Advisory Board, ATU Foundation Board, Grace Place Preschool - Treasurer, existing member Audit Advisory Committee for City of Fort Smith

Additional Pertinent Information/References: Auditor for various types of entities (external and internal audits) including government, not for profit, financial institutions

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 considera[redacted]

Drivers License [redacted] Date of Bir[redacted] his information will be [redacted] ack ground check of all applicant.

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

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

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

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 9/29/15

Name: Keith Lau

Home Telephone: 479-806-7700

Home Address: 5112 Park Ft Smith

Work Telephone: 479-242-4001

Zip: 72903

Email: Keithlau45@gmail.com

Occupation: Real Estate
(If retired, please indicate former occupation or profession)

Education: BSBA

Professional and/or Community Activities: City Director, past president of local Homebuilders, Realtors, Landlord Assoication, Habitat for Humanity

Additional Pertinent Information/References: Served on planning commission for 6 years,

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from considera
Drivers License_ [redacted] Date of Birth [redacted]
information will be [redacted] ck ground check of all applicants).

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

(X) Audit Committee
( ) Advertising & Promoting Commission
( ) Airport Commission
() Animal Services Advisory Board
( ) Arkansas Fair & Exhibition Facilities Bd
( ) Benevolent Fund Board
( ) Bldg. Bd. Of Adjustment and Appeals
( ) Central Business Improvement District
() Comprehensive Plan Imp. Committee
( ) Convention Center Commission
( ) Civil Service Commission
( ) Community Development Advisory Com.
( ) County Equalization Board
( ) Electric Code Board of Appeals
( ) Fire Code Board of Appeals & Adjustments
( ) Historic District Commission
( ) Housing Assistance Board
( ) Library Bd of Trustees
( ) Mechanical Bd of Adjustments and Appeals
( ) Oak Cemetery Commission
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( ) Parking Authority
( ) Parks & Recreation Commission
( ) Planning Commission
( ) Plumbing Advisory Board
( ) Port Authority
( ) Property Owners Appeals Board
( ) Sebastian County Reg. Solid Waste Mgmt. Bd.
( ) Sister Cities Committee
( ) Transit Advisory Commission
( ) Residential Housing Facilities Board

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

Keith Lau 9/28/15

The City of Fort Smith ARKANSAS

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: October 16th, 2015

SUBJECT: Building Board of Adjustment and Appeals

The term of Mr. Chip Johnson of the Building Board of Adjustment and Appeals will expire November 30th, 2015. Mr. Johnson wishes to be reappointed.

The applicant available at this time is:

Robyn Dawson P.O. Box 11168

Appointments are **by the Board of Directors,** one appointment is needed. The term will expire November 30th, 2019.

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

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Building Board of Adjustment and Appeals

The Building Board of Adjustments and Appeals was established by the 1979 Standard Building Code which the City has adopted. The Board has the authority to hear appeals from any aggrieved person or the head of any agency of the City which takes an appeal from any decision of the building official authorized to enforce the Standard Building Code. The Board of Adjustments and Appeals may vary the application of any provision of the code to any particular case when, in its opinion, the interpretation of the building official should be modified or reversed.

Members of the Building Board of Adjustments and Appeals are appointed by the Board of Directors for four-year terms. The Board shall consist of one architect, one general contractor or engineer, and three members at large from the building industry. The Board meets on call.

	Date Appointed	Term Expires
Chip Johnson Architect 1120 Garrison Avenue, No. 1A (01) 782-4085 (w) 652-4020 (h) chip@gostudio6.com	12/05/95	11/30/15
Mark Koch Engineer 10512 Inverness (08) 649-0699 (h) 782-0474 (w) mkoch@edmconsultants.com	12/17/13	11/30/17
Brett Abbott Architect 3019 Independence (01) 459-2838 (h) 452-2636 (w)	12/17/13	11/30/17
David Edwards 5414 South 31 Street (01) 646-2600 (h) 646-2221 (w)	11/19/02	11/30/18

Evan Fleming Design Builders 6900 Hestand Lane (03) 651-7391 (w) 452-9067 (h)	01/03/94	11/30/18

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: 10/01/15

Name: Chip Johnson

Home Telephone: 479.652.4020

Home Address: 519 Leta Ave

Work Telephone: 479.782.4085

Zip: 72901

Email: chip@GoStudio6.com

Occupation: architect
(If retired, please indicate former occupation or profession)

Education: B. Arch - Univ. of Arkansas

Professional and/or Community Activities: _____

Additional Pertinent Information/References: firm changed name & address: Studio6architects 1120 Garrison Ave # 1A FS, AR 72901

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 [illegible]

Drivers Li[illegible] Date of [illegible] his
informatio[illegible] back ground check of all applic[illegible]

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

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

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

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 10/5/15

Name: Robyn Dawson

Home Telephone: 479 650 8265

Home Address: PO Box 11168
Fort Smith AR

Work Telephone: 479 783 8048

Zip: 72917

Email: rdawson@fortsmithschools.org

Occupation: Co Owner of River Valley Concrete Coatings / Elem. Principal
(If retired, please indicate former occupation or profession)

Education: Masters - UoA Fayetteville / Work on doctorate currently

Professional and/or Community Activities: Lincoln Childcare - Board member
Step Up Speak Out - Board member Valley Health - Advisory Board

Additional Pertinent Information/References: I also co-own Town & Country Contractors/
Ft Smith Homebuilders - member

Are you a registered voter in the City of Fort Smith? Yes X No ____
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes____ NO X
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consid
Drivers License [redacted] Date of Birth [redacted]
information will [redacted] nal back ground check of all applicants).

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( ) Convention Center Commission
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( ) CIP Committee (Streets, Bridges, & Drainage)
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wmathis@fortsmithar.gov

MEMORANDUM

TO: Mayor and Board of Directors

FROM: Wendy Mathis, Administrative Assistant

DATE: October 16th, 2015

SUBJECT: Oak Cemetery Commission

The terms of Mr. Michael Richardson, Mr. Charles Girard, and Mr. Reginald Moore of the Oak Cemetery Commission will expire November 30th, 2015. Mr. Richardson, Mr. Girard, and Mr. Moore wishes to be reappointed.

There are no other applicants available at this time.

Appointments are **by the Board of Directors,** three appointments are needed. The terms will expire November 30th, 2018.

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

Printed on 100% Recycled Paper

Oak Cemetery Commission

The Oak Cemetery Commission acts in an advisory capacity to the Board of Directors and the City Administrator in the planning, maintenance, development and operation of the cemetery.

The Commission consists of seven members who shall initially serve one, two and three-year terms. Thereafter, members shall serve three-year terms. The Oak Cemetery Commission is appointed by the Board of Directors. The Commission meets on call.

	Date Appointed	Term Expires
Michael Richardson 623 North 6th Street (01) 719-4080 (h) Sonsign@att.net	08/20/14	11/30/15
Charles Girard First National Bank 7510 Westminister Place (03) 484-1500 (h) 788-4211 (w) Chuck.Girard@sbcglobal.net	06/21/11	11/30/15
Reginald Moore Deputy Circuit Clerk 2405 N 53 Street (04) 561-6519 (h) 441-1310 (2956) rmoore@co.sebastian.ar.us	11/20/12	11/30/15
Scott Stubblefield 812 South 24 Street (01) 918-816-0128 (w) castle.camps@yahoo.com	11/20/07	11/30/16
Joseph S. Irwin 2024 South 69 Street (03) 452-2768 (h) joeirwin@juno.com	08/17/04	11/30/16

Pam Weiler 2207 South 73 Street (3) 452-4952 (h) 788-6494 (w) pweiler@goodyear.com	11/21/01	11/30/16
Carole Barger 5205 Fern (03) 646-9140 carlann34@cox.net	12/16/14	11/30/17

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

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Date: October 13, 2015

Name: Reginald Moore

Home Telephone: 479 561 6519

Address: 2405 N. 53rd FSA

Work Telephone: 479 782 1046

Zip: 72904

Email: rmoore@co.sebastian.ar.us

Occupation: Sebastian County Circuit Clerk Deputy
(If retired, please indicate former occupation or profession)

Education: B.A. Hendrix College

Professional and/or Community Activities: Reenactor, Volunteerism, Mentor

Additional Pertinent Information/References:

Are you a registered voter in the City of Fort Smith? Yes X No ____

Drivers License AR [redacted] Date of Birth [redacted]
(This information will be use to conduct a criminal back ground check of all appli

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

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[ ] Convention Center Commission
[ ] Civil Service
[ ] Community Development Advisory Committee
[ ] County Equalization Board

[ ] County Equalization Board
[ ] Electric Code Board of Appeals
[ ] Fire Code Board of Appeals & Adjustments
[X] Historic District Commission
[ ] Housing Assistance Board

[ ] Housing Authority
[ ] Library Board of Trustees
[ ] Mechanical Board of Adjustments and Appeals
[X] Oak Cemetery Commission
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[ ] Parks & Recreation Commission
[ ] Planning Commission
[ ] Plumbing Advisory Board
[ ] Port Authority
[ ] Property Owners Appeals Board
[ ] Sebastian County Reg. Solid Wast Mgmt
[ ] Sister Cities Committee
[ ] Solid Waste Task Force
[ ] Transit Advisory Commission
[ ] Residential Housing Facilities Bd

Please return this form to:
Wendy Beshears, P.O. Box 1908, Fort Smith, AR 72902

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Date: 9/25/2015

Name: CHARLES GIRARD

Home Telephone: 479-484-1500

Home Address: 7510 WESTMINSTER PL

Work Telephone: 479-788-4211

Zip: 72903

Email: Chuck.girard@sbcglobal.net

Occupation: BANKER: THE FIRST NATIONAL BANK of FORT SMITH.
(If retired, please indicate former occupation or profession)

Education: COLLEGE: UofA SMU GRADUATE SCHOOL of BANKING

Professional and/or Community Activities: FORT SMITH MUSEUM of HISTORY VOLUNTEER
FORT SMITH HISTORIC SITE VOLUNTEER

Additional Pertinent Information/References: PREVIOUS OAK CEMETERY COMMISSIONER

Are you a registered voter in the City of Fort Smith? Yes ✓ No ___
Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes ___ NO ✓
If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.
Drivers License AR [redacted] Date of Birth [redacted] ___(This information will be us[redacted]al back ground check of all applicants).

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Date: Oct 13 2015

Name: Michael R. Richardson

Home Telephone: 479-719-4080

Address: 623 N 6th St

Work Telephone: _____

Zip: 72901

Email: sonsign@att.net

Occupation: Adj Professor UAFS
(If retired, please indicate former occupation or profession)

Education: BS/ TESOL Certified/some Graduate

Professional and/or Community Activities: FS Little Theatre. Vol at Literacy Council, Direct Tales of Crypt Oak Cem Comm, past Historic Dist Comm/Clayton House

Additional Pertinent Information/References: Community volunteer for 18+ years in Historic District

Are you a registered voter in the City of Fort Smith? Yes X No ____

Drivers License _____ Date of Bir
(This informa' ıduct a criminal back ground check of all a

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